

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Econolite Systems, Inc., with a principal place of business in Anaheim, CA (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract #30136, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from July 31, 2022 to October 31, 2022.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 8, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**ECONOLITE SYSTEMS, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and Econolite Systems, Inc., with a principal place of business in Anaheim, CA (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract # , as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from March 31, 2022 to July 31, 2022.
- II. **SOV Cybersecurity Standard 19-01.** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:  
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 7, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**Econolite Systems, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and Econolite Control Products, Inc., with a principal place of business in Hanover, MD (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract # 30136, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2021 to March 31, 2022.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 6 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**ECONOLITE CONTROL PRODUCTS, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Econolite Control Products, Inc., with a principal place of business in Hanover, MD (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract # 30136, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from March 1, 2020 to June 30, 2021.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 5 all provisions of the Contract remain in full force and effect.

*The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.*

STATE OF VERMONT

ECONOLITE CONTROL PRODUCTS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

<b>Contract ID</b> 00000000000000000000030136		Page 1 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets.	EA	0.01000	0.00	0.00
		Econolite P44 Aluminum Ground Mounted Traffic Signal Cabinet \$11,655				
		Econolite M Aluminum Pole Mouned Traffic Signal Cabinet \$11,280				
2		Controllers.	EA	0.01000	0.00	0.00
		Econolite Cobalt ATC Controller \$3,000				
		Econolite ASC/2M-1000 Master Controller - DISCONTINUED \$5,032				
3		Malfunction Management Units.	EA	0.01000	0.00	0.00
		Econolite MMU216LE SmartMonitor \$1,055				
		Econolite MMU1.6E Monitor \$787				
		Econolite MMU1600 Monitor \$885				
4		Cabinert Power Supply. Econolite PS-200	EA	283.00000	0.00	0.00
		TS2 Cabinet Power Supply				
5		Bus Interface Units (BIU). Econolite	EA	170.00000	0.00	0.00
		BIU-64				
6		GPS Clocks.	EA	0.01000	0.00	0.00
		ELTEC TimeSyncD-GPS \$1,134				
		Two Circuit Cube Flasher \$73				
7		Detection.	EA	0.01000	0.00	0.00

Econolite Autoscope ENCORE \$4,038  
Econolite Autoscope Terra Access Point (TAP) \$2,076  
Econolite ENCORE Interface Panel (TIP) \$772  
Econolite AIS V - DISCONTINUED \$969  
Econolite Rackvision Pro 2 \$1,938  
Econolite Rackvision Terra \$2,848  
Econolite AutoScope Duo - DISCONTINUED \$3,634  
Econolite AutoScope Duo Detection Module- DISCONTINUED \$2,848  
Econolite Duo Interface Panel - DISCONTINUED \$1,256  
AccuScan 1000 Advance Radar Detection \$3,000  
AccuScan 600 Stop Bar & Advance Radar Detection \$3,250  
AccuScan 300 Stop Bar & Bike Radar Detection \$2,800  
AccuScan TMIB Cabinet Interface \$2,300  
Econolite Radar Interface Panel \$338  
AccuSense Mag \$387  
AccuSense MicroRadar \$500  
AccuSense Control \$1,574  
AccuSense Repeat & Repeat Flex \$1,265

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Supplier 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136	<b>Page</b> 2 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020	<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Trevor R Lewis	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
8		CATEGORY INCENTIVES	EA	0.01000	0.00	0.00
		Pedestrian Signal Equipment 80% Traffic Signal Heads including Lenses, Housing & Backplates 80% Traffic Signal Mounting Equipment 45%				
9		Accessories and Auxiliary Equipment for Accuscan 1000, 600, and 300.	EA	0.01000	0.00	0.00
		SEE ATTACHED LIST FOR ITEM DESCRIPTIONS AND PRICING.				
10		Accessories and Auxiliary Equipment for Autoscope DUO, Encore, and AISV.	EA	0.01000	0.00	0.00

SEE ATTACHED LIST FOR ITEM DESCRIPTIONS AND PRICING.  
STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.  
REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

SALES POC INFORMATION:

JEFF WILSON

518-847-9901

jwilson@econolite.com

AMENDMENT#1 (JUNE 2016). THIS CHANGE CORRECTS LIST OF ACCESSORY ITEMS. ALL OTHER PRICE, TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Supplier 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 3 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020	<b>Origin</b> CPS	
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

AMENDMENT#2 (AUGUST 2017). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#3 (SEPTEMBER 2018). THIS CHANGE EXERCISES THE LAST ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2019, AT THE SAME PRICING.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 15, 2017 IS ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Supplier 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 4 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020	<b>Origin</b> CPS	
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#4 (SEPTEMBER 2019). THIS AMENDMENT IT TO EXTEND THIS CONTRACT UNTIL MARCH 1, 2020 AT THE SAME PRICES.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

TREVOR R. LEWIS  
COMMODITIES PROCUREMENT ADMINISTRATOR  
PHONE: 802-828-2217  
FAX: 802-828-2222  
[trevor.r.lewis@vermont.gov](mailto:trevor.r.lewis@vermont.gov)  
TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Supplier 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 5 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020	<b>Origin</b> CPS	
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Supplier 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		Page 6 of 6
<b>Contract Dates</b> 09/19/2015 to 03/01/2020		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

Name: \_\_\_\_\_

**BGS Commissioner**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 00000000000000000000000030136		<b>Page</b> 1 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets.  Econolite P44 Aluminum Ground Mounted Traffic Signal Cabinet \$11,655 Econolite M Aluminum Pole Mounded Traffic Signal Cabinet \$11,280	EA	0.01000	0.00	0.00
2		Controllers.  Econolite Cobalt ATC Controller \$3,000 Econolite ASC/2M-1000 Master Controller - DISCONTINUED \$5,032	EA	0.01000	0.00	0.00
3		Malfunction Management Units.  Econolite MMU216LE SmartMonitor \$1,055 Econolite MMU1.6E Monitor \$787 Econolite MMU1600 Monitor \$885	EA	0.01000	0.00	0.00
4		Cabinet Power Supply. Econolite PS-200 TS2 Cabinet Power Supply	EA	283.00000	0.00	0.00
5		Bus Interface Units (BIU). Econolite BIU-64	EA	170.00000	0.00	0.00
6		GPS Clocks.  ELTEC TimeSyncD-GPS \$1,134 Two Circuit Cube Flasher \$73	EA	0.01000	0.00	0.00
7		Detection.  Econolite Autoscope ENCORE \$4,038 Econolite Autoscope Terra Access Point (TAP) \$2,076 Econolite ENCORE Interface Panel (TIP) \$772 Econolite AIS V - DISCONTINUED \$969 Econolite Rackvision Pro 2 \$1,938 Econolite Rackvision Terra \$2,848 Econolite AutoScope Duo - DISCONTINUED \$3,634 Econolite AutoScope Duo Detection Module- DISCONTINUED \$2,848 Econolite Duo Interface Panel - DISCONTINUED \$1,256 AccuScan 1000 Advance Radar Detection \$3,000 AccuScan 600 Stop Bar & Advance Radar Detection \$3,250 AccuScan 300 Stop Bar & Bike Radar Detection \$2,800 AccuScan TMIB Cabinet Interface \$2,300 Econolite Radar Interface Panel \$338 AccuSense Mag \$387 AccuSense MicroRadar \$500 AccuSense Control \$1,574 AccuSense Repeat & Repeat Flex \$1,265	EA	0.01000	0.00	0.00
8		CATEGORY INCENTIVES  Pedestrian Signal Equipment 80% Traffic Signal Heads including Lenses, Housing & Backplates 80% Traffic Signal Mounting Equipment 45%	EA	0.01000	0.00	0.00



# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 00000000000000000000000030136	<b>Page</b> 3 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #: 410-768-4601**

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
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REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UP ON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### SALES POC INFORMATION:

JEFF WILSON  
518-847-9901  
jwilson@econolite.com

AMENDMENT #1 (JUNE 2016): THIS CHANGE CORRECTS LIST OF ACCESSORY ITEMS. ALL OTHER PRICE, TERMS AND CONDITIONS REMAIN THE SAME.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 00000000000000000000000030136		<b>Page</b> 4 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#2 (AUGUST 2017). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#3 (SEPTEMBER 2018). THIS CHANGE EXERCISES THE LAST ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2019, AT THE SAME PRICING.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 15, 2017 IS ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 00000000000000000000000030136		Page 5 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Ant
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CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
COMMODITIES PROCUREMENT ADMINISTRATOR  
PHONE: 802-828-2217  
FAX: 802-828-2222  
[brian.berini@vermont.gov](mailto:brian.berini@vermont.gov)

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## ITEM DESCRIPTION AND PRICING

PART NUMBER	DESCRIPTION	CURRENT PRICE
CAB17522	P-44 BASE MNT CABINET	11,655
CAB17431	M-60 POLE MNT CABINET	11,280
	ASC/3-2100	DISCONTINUED
COB21100210000	COBALT ATC CONTROLLER	3000
	ASC/2M MASTER	DISCONTINUED
1133-141	MMU216LEip	1055
44693G30	MMU16E	787
	MMU1600	885
1084-003	TS2 CAB POWER SUPPLY	283
160-1003-501	BIU	170
	GPS ELTEC TIMESYNC	1134
44623P6	2 CIRCUIT CUBE FLASHER	73
AENCORE	ENCORE	4038
ATAPE	TAP	2076
ATIP1	TIP	772
	AIS V	DISCONTINUED
	RACK VISION PRO	1938
	RACK VISION TERRA	2848
	DUO CAMERA	DISCONTINUED
	DUO DETECTION MODULE	DISCONTINUED
	DUO INTERFACE	DISCONTINUED
AVISION	VISION CAMERA	4025
AVCM	VISION COMM MANAGER	2600
A1000-UKIT	ACCUSCAN 1000	3000
A600-UKIT	ACCUSCAN 600	3250
A300-UKIT	ACCUSCAN 300	2800
ASCAN-TMIB-AB	ACCUSCAN TMIB	2300
ASENS-CTRL-EXT	RADAR IF PANEL	338
ASENSE-MAG2	ACCUSENSE MAG	387
ASENSE-MR-2	ACCUSENSE MICRO RADAR	500
ASENSE-CTRL-M	ACCUSENSE CONTROL	1574
ASENSE-RPT-FLEX	ACCUSENSE REPEAT & R-FLEX	1265
	<b>ACCESSORIES AND AUX EQUIP</b>	
ASPAINT	VIDEO PAINT FEE	203
ASTCBL01	PARA IO C/C 12 OUTPUTS	36

ASTCBL02	PARA IO C/C 24 OUTPUTS	57
211-1012-501	C11 IF C/C	73
211-1012-502	C11 IF C/C	100
33457G57	C4 GREEN/RED IF C/C	128
33550G5	SDLC C/C	54
33550G8	SDLC TO 2070	58
33274G2	SDLC - 8FT	38
33274G5	SDLC - 12FT	83
34862G1	SDLC	39
33550G3	SDLC CONN BOTH ENDS	103
1047-012	EDCO SRS SURGE PROTECTOR	205
ARVP1	RACKVISION PRO	1175
ARVP2CBL	RVP2 WIRED IO CC	29
ARVP1CBL	RVP1 WIRED IO CC	29
1141-010	MINI 8 USB	6
1141-011	MINI USB	5
34329G1	LS GREEN RED IF PNL	53
33457G57	C4 GREEN/RED IF CC	128
34909G1	STAND ALONE ENCLOSURE	53
34989G3	CABINET SIDE ENCLOSURE	60
34974P4	POWER ADAPTER	11
1133-013	5.6 COLOR LCD MONITOR	395
1133-119	17" MONITO LCD	1159
1133-053	10.4 LCD 640X480	606
1133-054	10.4 LCD 800X800	739
AISVCBL810	10FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL830	30FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL860	60FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL880	80FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8100	100FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8150	150FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8200	200FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8250	250FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8300	300FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL8350	350FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL910	10FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL930	30FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL960	60FT IMAGE SENSOR CC	DISCONTINUED

AISVCBL980	80FT IMAGE SENSOR CC	DISCONTINUED
AISVCBL9100	100FT IMAGE SENSOR CC	DISCONTINUED
AISVCCBL9150	150FT IMAGE SENSOR CC	DISCONTINUED
AISVCCBL9200	200FT IMAGE SENSOR CC	DISCONTINUED
AIPV0	1 IMAGE SENSOR PNL NO CC	DISCONTINUED
AIPV1	1 IMAGE SENSOR PNL W/CC	DISCONTINUED
AIPV2	2 IMAGE SENSO PNL W/CC	DISCONTINUED
AIPV3	3 IMAGE SENSOR PNL W/CC	DISCONTINUED
AIPV4	4 IMAGE SENSOR PNL W/CC	394
216-1002-001	1000 REEL AIS-V BRANCH CC	DISCONTINUED
216-1002-002	500 REEL AIS-V BRACNCH CC	DISCONTINUED
44913P1	BELDON 9259	0.59
44913P2	BELDON 8281, 1000	1.47
44913P3	BELDON 8281, 500	1.47
1175-006	3 AWG 18GA, 1000FT	0.58
1175-010	3 AWG 18GA, 500FT	0.64
1175-011	3 AWG 18GA, 1000FT	0.58
33381P4	COAX CRIMP TOOL	113
33694P1	COAX STRIPPER TOOL	49
44957P4	BNC CONN FOR 9259	13
44957P2	BNC C 8281ONN FOR 9259	8
44953P1	BNC BARREL CONN	8
33493G2	2FT COAX CC	20
33493G4	4FT COAX CC	22
33493G8	8FT COAX CC	18
33493G10	10FT COAX CC	23
33493G20	20FT COAX CC	25
33493G25	25FT COAX CC	32
33493G50	50FT COAX CC	34
AENCORECBL450	450FT - 3 COND	288
AENCORECBL500	500FT - 3 COND	317
AENCORECBL550	550FT - 3 COND	346
AENCORECBL600	600FT - 3 COND	374
AENCORECBL650	650FT - 3 COND	403
AENCORECBL700	700FT - 3 COND	431
AENCORECBL750	750FT - 3 COND	459
AENCORECBL800	800FT - 3 COND	488
AENCORECBL850	850FT - 3 COND	516
AENCORECBL900	900FT - 3 COND	545

AENCORECBL950	950FT - 3 COND	573
AENCORECBL1000	1000FT - 3 COND	602
ASTCBL10	TIP TO TAP CC	5
ASTCBL11	PARALLEL IO CC 12 OUTPUT	41
ASTCBL12	PARALLEL IO CC 24 OUTPUT	62
ASEASYLOCK	EASYLOCK CONN 18-16 AWG	23
ASEASYLOCK1	EASYLOCK CONN 18-14 AWG	36
1098-034	EASYLOCK CLIP	16
1175-006	3 COND 18GA 1000FT	0.58
1175-010	3 COND 18GA 500FT	0.59
1175-011	3 COND 18GA 1000FT	0.53
16/3-5000	3 COND 18GA 5000FT	0.58
AMBKTM11	PEDESTAL 10"	44
AMBKTM12	L MOUNT 18"	95
AMBKTM13	J MOUNT 19"	173
AMBKTM14	PEDESTAL 9"	92
AMBKTM15	PEDESTAL 28"	139
AMBKTM16	ASTRO BRACKET	202
AMBKTM17	SKY BRACKET OLSEN	220
S	STANDARD PAINT WHITE	USE PAINT PRICE
P	SPECIAL PAINT	USE PAINT PRICE
34238G24	28" PEDESTAL	156
34238G124	28" PEDESTAL SPEC PAINT	90
ADUOCBL10	10FT DUO COAX	DISCONTINUED
ADUOCBL30	30FT DUO COAX	DISCONTINUED
ADUOCBL60	60FT DUO COAX	DISCONTINUED
ADUOCBL80	80FT DUO CAOAX	DISCONTINUED
ADUOCBL100	100FT DUO COAX	DISCONTINUED
ADUOCBL150	150 DUO COAX	DISCONTINUED
ADUOCBL200	200FT DUO COAX	DISCONTINUED
ADUOCBL250	250FT DUO COAX	DISCONTINUED
ADUOCBL300	300FT DUO COAX	DISCONTINUED
ADUOCBL350	350FT DUO COAX	DISCONTINUED
ADUOCBL400	400FT DUO COAX	DISCONTINUED
ADUOCBL450	450FT DUO COAX	DISCONTINUED
ADUOCBL500	500FT DUO COAX	DISCONTINUED

214-1003-001	8 COND 1000FT SPOOL	2.1
214-1003-002	8 COND 500FT SPOOL	2.31
ADUOIP0	1 CAM IF NO CABLE	DISCONTINUED
ADUOIP1	1CAM IF W/ CC	DISCONTINUED
ADUOIP2	2 CAM IF W/CC	DISCONTINUED
ADUOIP3	3CAM IF W/CC	DISCONTINUED
ADUOIP4	4 CAM IF W/CC	DISCONTINUED
AISVZMCTRL	DUO ZOOM CONTROLLER	DISCONTINUED
ADDL	DIGITAL LEVEL	35
AENCORECBL03	3FT 3 COND	34
AENCORECBL10	10FT 3 COND	38
AENCORECBL30	30FT 3 COND	49
AENCORECBL60	60FT 3 COND	66
AENCORECBL80	80FT 3 COND	78
AENCORECBL100	100FT 3 COND	89
AENCORECBL150	150FT 3 COND	117
AENCORECBL200	200FT 3 COND	146
AENCORECBL250	250FT 3 COND	176
AENCORECBL300	300FT 3 COND	203
AENCORECBL350	350FT 3 COND	232
AENCORECBL400	400FT 3 COND	260
ASCANCB400	400FT ACCUSCAN DROP CC	1560
ASCANCB350	350FT ACCUSCAN DROP CC	1365
ASCANCB300	300FT ACCUSCAN DROP CC	1170
ASCANCB250	250FT ACCUSCAN DROP CC	975
ASCANCB200	200FT ACCUSCAN DROP CC	780
ASCANCB150	150FT ACCUSCAN DROP CC	585
ASCANCB100	100FT ACCUSCAN DROP CC	390
ASCANCB80	80FT ACCUSCAN DROP CC	312
ASCANCB60	60FT ACCUSCAN DROP CC	234
ASCANCB30	30FT ACCUSCAN DROP CC	117
ASCANCB10	10FT ACCUSCAN DROP CC	39
219-1013-002	ACCUSCAN BRANCH CC 500	3.85
ASCAN-IP0	TMIB TO IF NO CC	306
ASCAN-IP1	1 TMIB TO IF W/CC	314
ASCAN-IP2	2 TMIB TO IF W/CC	322
ASCAN-IP3	3 TMIB TO IF W/CC	330

ASCAN-IP4	4 TMIB TO IF W/CC	338
1084-022	POWER SUPPLY	82
33274G2	SDLC BUNDLE	47
33550G5	SDLC BUNDLE	67
ASCAN-CATS	CAT 5 CABLE 6.5FT	8
ASCAN-USB-ADPT	1 PORT USB ADPT	125
171-1369-501	GPS 25 PIN	325
171-1369-502	GPS 9 PIN	325

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 00000000000000000000000030136		<b>Page</b> 1 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets.  Econolite P44 Aluminum Ground Mounted Traffic Signal Cabinet \$11,655 Econolite M Aluminum Pole Mouned Traffic Signal Cabinet \$11,280	EA	0.01000	0.00	0.00
2		Controllers.  Econolite Cobalt ATC Controller \$3,000 Econolite ASC/2M-1000 Master Controller \$5,032	EA	0.01000	0.00	0.00
3		Malfunction Management Units.  Econolite MMU216LE SmartMonitor \$1,055 Econolite MMU1.6E Monitor \$787 Econolite MMU1600 Monitor \$885	EA	0.01000	0.00	0.00
4		Cabinert Power Supply. Econolite PS-200 TS2 Cabinet Power Supply	EA	283.00000	0.00	0.00
5		Bus Interface Units (BIU). Econolite BIU-64	EA	170.00000	0.00	0.00
6		GPS Clocks.  ELTEC TimeSyncD-GPS \$1,134 Two Circuit Cube Flasher \$73	EA	0.01000	0.00	0.00
7		Detection.  Econolite Autoscope ENCORE \$4,038 Econolite Autoscope Terra Access Point (TAP) \$2,076 Econolite ENCORE Interface Panel (TIP) \$772 Econolite AIS V \$969 Econolite Rackvision Pro 2 \$1,938 Econolite Rackvision Terra \$2,848 Econolite AutoScope Duo \$3,634 Econolite AutoScope Duo Detection Module \$2,848 Econolite Duo Interface Panel \$1,256 AccuScan 1000 Advance Radar Detection \$3,000 AccuScan 600 Stop Bar & Advance Radar Detection \$3,250 AccuScan 300 Stop Bar & Bike Radar Detection \$2,800 AccuScan TMIB Cabinet Interface \$2,300 Econolite Radar Interface Panel \$338 AccuSense Mag \$387 AccuSense MicroRadar \$500 AccuSense Control \$1,574 AccuSense Repeat & Repeat Flex \$1,265	EA	0.01000	0.00	0.00
8		CATEGORY INCENTIVES  Pedestrian Signal Equipment 80% Traffic Signal Heads including Lenses, Housing & Backplates 80% Traffic Signal Mounting Equipment 45%	EA	0.01000	0.00	0.00

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
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United States

<b>Contract ID</b> 00000000000000000000030136		Page 2 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		Accessories and Auxilary Equipment for Accuscan 1000, 600, and 300.	EA	0.01000	0.00	0.00

10	Accessories and Auxiliary Equipment for Autoscope DUO, Encore, and AISV.	EA	0.01000	0.00	0.00
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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 3 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

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REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
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REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### SALES POC INFORMATION:

JEFF WILSON  
518-847-9901  
jwilson@econolite.com

AMENDMENT#1 (JUNE 2016). THIS CHANGE CORRECTS LIST OF ACCESSORY ITEMS. ALL OTHER PRICE, TERMS AND CONDITIONS REMAIN THE SAME.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 4 of 5
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<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

AMENDMENT#2 (AUGUST 2017). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

<b>Contract ID</b> 0000000000000000000000030136		Page 5 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
brian.berini@vermont.gov						

Email: \_\_\_\_\_

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 1 of 4
<b>Contract Dates</b> 09/19/2015 to 09/18/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets.  Econolite P44 Aluminum Ground Mounted Traffic Signal Cabinet \$11,655 Econolite M Aluminum Pole Mouned Traffic Signal Cabinet \$11,280	EA	0.01000	0.00	0.00
2		Controllers.  Econolite ASC/3-2100 NEMA TS2/Type 2 Actuated Controller \$2,325 Econolite Cobalt ATC Controller \$3,000 Econolite ASC/2M-1000 Master Controller \$5,032	EA	0.01000	0.00	0.00
3		Malfunction Management Units.  Econolite MMU216LE SmartMonitor \$1,055 Econolite MMU1.6E Monitor \$787 Econolite MMU1600 Monitor \$885	EA	0.01000	0.00	0.00
4		Cabinert Power Supply. Econolite PS-200 TS2 Cabinet Power Supply	EA	283.00000	0.00	0.00
5		Bus Interface Units (BIU). Econolite BIU-64	EA	170.00000	0.00	0.00
6		GPS Clocks.  ELTEC TimeSyncD-GPS \$1,134 Two Circuit Cube Flasher \$73	EA	0.01000	0.00	0.00
7		Detection.  Econolite Autoscope ENCORE \$4,038 Econolite Autoscope Terra Access Point (TAP) \$2,076 Econolite ENCORE Interface Panel (TIP) \$772 Econolite AIS V \$969 Econolite Rackvision Pro 2 \$1,938 Econolite Rackvision Terra \$2,848 Econolite AutoScope Duo \$3,634 Econolite AutoScope Duo Detection Module \$2,848 Econolite Duo Interface Panel \$1,256 AccuScan 1000 Advance Radar Detection \$3,000 AccuScan 600 Stop Bar & Advance Radar Detection \$3,250 AccuScan 300 Stop Bar & Bike Radar Detection \$2,800 AccuScan TMIB Cabinet Interface \$2,300 Econolite Radar Interface Panel \$338 AccuSense Mag \$387 AccuSense MicroRadar \$500 AccuSense Control \$1,574 AccuSense Repeat & Repeat Flex \$1,265	EA	0.01000	0.00	0.00
8		CATEGORY INCENTIVES  Pedestrian Signal Equipment 80% Traffic Signal Heads including Lenses, Housing & Backplates 80% Traffic Signal Mounting Equipment 45%	EA	0.01000	0.00	0.00

Buildings and General Services  
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9		Accessories and Auxilary Equipment for Accuscan 1000, 600, and 300.	EA	0.01000	0.00	0.00

10	Accessories and Auxiliary Equipment for Autoscope DUO, Encore, and AISV.	EA	0.01000	0.00	0.00
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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



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### SALES POC INFORMATION:

JEFF WILSON  
518-847-9901  
jwilson@conolite.com

AMENDMENT#1 (JUNE 2016). THIS CHANGE CORRECTS LIST OF ACCESSORY ITEMS. ALL OTHER PRICE, TERMS AND CONDITIONS REMAIN THE SAME.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
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## CONTRACT



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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
[brian.berini@vermont.gov](mailto:brian.berini@vermont.gov)

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

# State of Vermont

Buildings and General Services  
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CONTRACT TERMS AND ADDITIONAL INFORMATION

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
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United States

## CONTRACT



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**United States**

<b>Contract ID</b> 00000000000000000000000030136		<b>Page</b> 2 of 4
<b>Contract Dates</b> 09/19/2015 to 09/18/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 410-768-4601**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.						

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

<b>Contract ID</b> 0000000000000000000030136		<b>Page</b> 3 of 4
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<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### SALES POC INFORMATION:

JEFF WILSON  
518-847-9901  
jwilson@conolite.com

### IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000011356**  
**Econolite Control Products Inc**  
**7522 Connelley Dr Ste L**  
**Hanover MD 21076**  
**United States**

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_