

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called “State”), and Northern Toyotalift with a principal place of business in Burlington VT, (hereinafter called “Contractor”). Contractor’s form of business organization is corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of forklifts. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00

4. **Contract Term.** The period of contractor’s performance shall begin on January 6, 2023 and end on January 5, 2025 with two (2) twelve month extension options.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. **Toyota 8FBCU25 Forklift** 4-Wheel Sit-Down AC Electric Lift Truck, Cushion Tires, Electric Battery Powered, Automatic Fork Leveling.
 - a. **Mast**
 - i. 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
 - ii. Maximum Fork Height - 189"
 - iii. Overall Lowered Height - 83.3" (Overhead Guard Height - 88.00")
 - iv. Free Lift - 35.3" with standard Load Backrest
 - b. **Lifting Capacity**
 - i. Base Model Capacity - 5,000 lbs. @ 24" load center
 - ii. Actual Capacity, based on quoted specifications, - 4,400 lbs. @24" load center to 189" MFH
 - iii. Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.
 - c. **Tilt**
 - i. 6 degrees forward and 5 degrees backwards
 - d. **Carriage**
 - i. ITA Hook Type, 36" Carriage
 - e. **Forks**
 - i. "Forks 42" x 5" x 1.6" - Class II"
 - f. **Load Backrest**
 - i. 48" High Load Backrest
 - g. **Attachments**
 - i. Cascade 36" Hang-on Sideshifter (Includes 3-Way Valve with 3rd Function Hosing)
 - h. **Speeds**
 - i. Travel Speed: 10.90 mph Lift Speed: 94 fpm
 - i. **Voltage**
 - i. 36 Volt Electrical System
 - j. **Steering**
 - i. Hydrostatic (On Demand) Power Steering
 - k. **Battery Compartment**
 - i. 30.5" (L) x 39.1" (W) x 23.8" (H)
 - l. **Wheels and Tires**
 - i. Front Tires: 21x7x15
 - ii. Rear Tires: 16x5x10.5

m. Additional included equipment

- i. LED STROBE LIGHT (AMBER)
- ii. Rear View Mirrors - Left and Right Sides
- iii. Backup Chime
- iv. Right Rear Assist with Horn Button
- v. Polycarbonate Overhead Guard Cover
- vi. Treaded Tires (Front & Rear)
- vii. Industrial Battery and Charger

n. Optional Warranty

- i. Toyota 360 Support Plus 3
 - 1. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 - 2. 60 Months/6,000 Hrs Major Parts and Component Warranty
 - 3. Up to First (4) PM's Included (Parts and Labor)
- ii. Toyota 360 Support Plus 4
 - 1. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 - 2. 60 Months/8,000 Hrs Major Parts and Component Warranty
 - 3. Up to First (4) PM's Included (Parts and Labor)
- iii. Toyota 360 Support Plus 5
 - 1. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
 - 2. 60 Months/10,000 Hrs Major Parts and Component Warranty
 - 3. Up to First (4) PM's Included (Parts and Labor)

2. **Toyota 9FBM25T Forklift** 4-Wheel Sit-Down AC Electric Lift Truck, Treaded Solid Pneumatic Tires, Quick Heel Type Electric Battery Powered

a. Mast

- i. 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
- ii. Maximum Fork Height - 187"
- iii. Overall Lowered Height – 88.0" (Overhead Guard Height - 87.20")
- iv. Free Lift – 38.8" with standard Load Backrest

b. Lifting Capacity

- i. Base Model Capacity - 5,000 lbs. @ 24" load center
- ii. Actual Capacity, based on quoted specifications, - 4,630 lbs. @24" load center to 187" MFH
- iii. Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

c. Tilt

- i. 4.3 degrees forward and 6 degrees backwards

d. Carriage

- i. ITA Hook Type, 42" Carriage

- e. Forks**
 - i. M20A48 - 48" Nominal Forks**
- f. Load Backrest**
 - i. 48" High Load Backrest
- g. Attachments**
 - i. Cascade 42" Hang-on Sideshifter (Includes 3-Way Valve with 3rd Function Hosing)
- h. Speeds**
 - i. Travel Speed: 11.80 mph Lift Speed: 85.60 fpm
- i. Voltage**
 - i. 80 Volt Electrical System
- j. Steering**
 - i. Full Hydraulic Power Steering with Tilt Steering Column
- k. Battery Compartment**
 - i. 33.7" (L) x 40.5" (W) x 30.9" (H)
- l. Wheels and Tires**
 - i. Front Tires: 23 x 9 - 10 (Solid Pneumatic)
 - ii. Rear Tires: 18 x 7 - 8 (Solid Pneumatic)
- m. Additional included equipment**
 - i. Truck Ordered Without Battery From Factory
 - ii. Seat Mounted Hydraulic Minilevers
 - iii. Rear-view Mirror, Right and Left Sides
 - iv. Rear Assist Grip With Horn Button
 - v. Seatbelt Interlock
 - vi. REMOVE Steel Cab
 - vii. LED Headlights (Incl. Guard)
 - viii. Back-up Buzzer
 - ix. Fully Adjustable ORS Seat, Vinyl
 - x. Orange Seatbelt
 - xi. Yellow Beacon Lamp (Flashing, Lower OHG)
 - xii. Solideal Solid Pneumatic Tires, Front
 - xiii. Solideal Solid Pneumatic Tires, Rear
 - xiv. Industrial Battery and Charger
- n. Optional Warranty**
 - i. T360 Support 36 Months
 - ii. T360 Support 48 Months
 - iii. T360 Support 60 Months

3. **Toyota 50-8FGU25 Forklift** Internal Combustion Lift Truck with pneumatic tires. LP Gas Powered - UL Type "LP" Rating, automatic fork leveling. This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.
- a. **Mast**
 - i. 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
 - ii. Maximum Fork Height - 189"
 - iii. Overall Lowered Height – 84.5" (Overhead Guard Height – 83.10")
 - iv. Free Lift – 36.4" with standard Load Backrest
 - b. **Lifting Capacity**
 - i. Base Model Capacity - 5,000 lbs. @ 24" load center
 - ii. Actual Capacity, based on quoted specifications, - 4,500 lbs. @24" load center to 189" MFH
 - iii. Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.
 - c. **Tilt**
 - i. 6 degrees forward and 6 degrees backwards
 - d. **Carriage**
 - i. ITA Hook Type, 40" Carriage
 - e. **Forks**
 - i. "Forks 42" x 5" x 1.6" - Class II"
 - f. **Load Backrest**
 - i. 48" High Load Backrest
 - g. **Attachments**
 - i. Cascade 40" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)
 - h. **Speeds**
 - i. Travel Speed: 11.20 mph Lift Speed: 118 fpm
 - i. **Engine**
 - i. Toyota 2.2L 4Y-US Industrial LP Engine
 - ii. 136 cubic inch displacement, 4 cylinder, overhead valve (OHV)
 - iii. Net Torque Rating: 112 @ 1800 rpm SAE ft-lb
 - iv. Net Horsepower Rating: 51 @ 2570 rpm SAE HP
 - j. **Transmission**
 - i. Automatic Transmission
 - ii. 1 speed forward, 1 speed reverse standard.
 - k. **Steering**
 - i. Load Sensing Hydrostatic Power Steering with Tilt Steering Column
 - l. **Wheels and Tires**
 - i. Front Tires: 7.00-12-12PR (Pneumatic Wide Tread)
 - ii. Rear Tires: 6.00-9-10PR (Pneumatic)

m. Additional included equipment

- i. LED STROBE LIGHT (AMBER)
- ii. Rear View Mirrors (Left & Right Sides)
- iii. Back-up Alarm
- iv. Rear Assist Grip with Horn Button
- v. Polycarbonate Overhead Guard Cover
- vi. 33 lb. LP Steel Tank
- vii. Solid Pneumatic Tires - Front
- viii. Rear Solid Pneumatic Tires - Including Rear Side Ring Wheels
- ix. UL Approved Model Type "LP" (tank not included)

n. Optional Warranty

- i. Toyota 360 Support Plus 3
 1. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 2. 60 Months/6,000 Hrs Major Parts and Component Warranty
 3. Up to First (4) PM's Included (Parts and Labor)
- ii. Toyota 360 Support Plus 4
 1. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 2. 60 Months/8,000 Hrs Major Parts and Component Warranty
 3. Up to First (4) PM's Included (Parts and Labor)
- iii. Toyota 360 Support Plus 5
 1. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
 2. 60 Months/10,000 Hrs Major Parts and Component Warranty
 3. Up to First (4) PM's Included (Parts and Labor)

4. **Toyota 50-8FGCU25 Forklift** Internal Combustion Lift Truck with Cushion Tires. LP Gas Powered - UL Type "LP" Rating, automatic fork leveling. This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

a. Mast

- i. 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:
- ii. Maximum Fork Height - 189"
- iii. Overall Lowered Height - 83.3" (Overhead Guard Height - 80.70")
- iv. Free Lift - 35.3" with standard Load Backrest

b. Lifting Capacity

- i. Base Model Capacity - 5,000 lbs. @ 24" load center
- ii. Actual Capacity, based on quoted specifications, - 4,500 lbs. @24" load center to 189" MFH
- iii. Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

- c. Tilt**
 - i. 6 degrees forward and 5 degrees backwards
- d. Carriage**
 - i. ITA Hook Type, 36" Carriage
- e. Forks**
 - i. "Forks 42" x 5" x 1.6" - Class II"
- f. Load Backrest**
 - i. 48" High Load Backrest
- g. Attachments**
 - i. Cascade 36" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)
- h. Speeds**
 - i. Travel Speed: 10.60 mph Lift Speed: 121 fpm
- i. Engine**
 - i. Toyota 2.2L 4Y-US Industrial LP Engine
 - ii. 136 cubic inch displacement, 4 cylinder, overhead valve (OHV)
 - iii. Net Torque Rating: 112 @ 1800 rpm SAE ft-lb
 - iv. Net Horsepower Rating: 51 @ 2570 rpm SAE HP
- j. Transmission**
 - i. Automatic Transmission
 - ii. 1 speed forward, 1 speed reverse standard.
- k. Steering**
 - i. Load Sensing Hydrostatic Power Steering with Tilt Steering Column
- l. Wheels and Tires**
 - i. Front Tires: 21x7x15
 - ii. Rear Tires: 16x5x10-1/2
- m. Additional included equipment**
 - i. LED STROBE LIGHT (AMBER)
 - ii. Rear View Mirrors (Left & Right Sides)
 - iii. Back-up Alarm
 - iv. Rear Pillar Assist Grip with Horn Button
 - v. Polycarbonate Overhead Guard Cover
 - vi. 33 lb. LP Steel Tank
 - vii. UL Approved Model Type "LP" (tank not included)
- n. Optional Warranty**
 - i. Toyota 360 Support Plus 3
 - 1. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 - 2. 60 Months/6,000 Hrs Major Parts and Component Warranty
 - 3. Up to First (4) PM's Included (Parts and Labor)
 - ii. Toyota 360 Support Plus 4
 - 1. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 - 2. 60 Months/8,000 Hrs Major Parts and Component Warranty
 - 3. Up to First (4) PM's Included (Parts and Labor)
 - iii. Toyota 360 Support Plus 5

1. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
2. 60 Months/10,000 Hrs Major Parts and Component Warranty
3. Up to First (4) PM's Included (Parts and Labor)

5. **PARTS:** All available repair and replacement parts, for the same make and/or type of machine outlined herein (including other models by the same manufacturer, across that manufacturer's full product line and shall include all parts sold by the contractor whether they be for the equipment outlined in this contract or not).
6. **NON-WARRANTY PARTS and REPAIR SERVICES:** Should a Purchasing Entity require parts and/or repair services that are not covered by a warranty, Contractor agrees to furnish such parts and services in accordance with the rate set forth below in Attachment B.
7. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of:
12 months or 2,000 hours which ever occurs first (Basic)
36 months or 6,000 hours whichever occurs first (Powertrain)

This warranty shall extend from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

8. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to

State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

9. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.
10. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
11. **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.
12. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
 - e. **For the Contractor:**

Name:	Cory Rossetti
Phone Office:	802-658-0133 X:110
Phone Cell:	802-881-1096
Email:	cory.rossetti@northerntoyotalift.com
 - f. **For the State:**

Name:	State of Vermont, Bill Vivian
Address:	133 State Street, Montpelier, VT 05633-8000
Phone:	802-261-0797
Fax:	802/828-2222
Email:	Bill.Vivian@Vermont.gov
13. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional

Contractor: Northern Toyotalift
Contract #45052

Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent.
4. **PRICING:**
 - a. **Toyota 8FBCU25 Forklift - \$43,585.00**
 - i. **Optional Warranty**
 1. **Toyota 360 Support Plus 3 - \$599.00**
 - a. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/6,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 2. **Toyota 360 Support Plus 4 - \$799.00**
 - a. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/8,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 3. **Toyota 360 Support Plus 5 - \$999.00**
 - a. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/10,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - b. **Toyota 9FBM25T Forklift - \$60,000.00**
 - i. **Optional Warranty**
 1. T360 Support 36 Months – **\$599.00**
 2. T360 Support 48 Months - **\$799.00**
 3. T360 Support 60 Months - **\$999.00**

- c. **Toyota 50-8FGU25 Forklift – \$37,500.00**
 - i. **Optional Warranty**
 - 1. **Toyota 360 Support Plus 3 - \$799.00**
 - a. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/6,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - 2. **Toyota 360 Support Plus 4 - \$999.00**
 - a. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/8,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - 3. **Toyota 360 Support Plus 5 – 1,199.00**
 - a. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/10,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - ci. **Toyota 50-8FGCU25 Forklift - \$33,700.00**
 - i. **Optional Warranty**
 - 1. **Toyota 360 Support Plus 3 - \$799.00**
 - a. 36 Months/6,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/6,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - 2. **Toyota 360 Support Plus 4 - \$999.00**
 - a. 48 Months/8,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/8,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - 3. **Toyota 360 Support Plus 5 – 1,199.00**
 - a. 60 Months/10,000 Hrs Carriage to Counterweight Warranty
 - b. 60 Months/10,000 Hrs Major Parts and Component Warranty
 - c. Up to First (4) PM's Included (Parts and Labor)
 - 5. **PARTS:** All available repair and replacement parts, for the same make and/or type of machine outlined herein (including other models by the same manufacturer, across that manufacturer's full product line and shall include all parts sold by the contractor whether they be for the equipment outlined in this contract or not).
 - a. **20% off current list price at the time of order**
 - 6. **NON-WARRANTY PARTS and REPAIR SERVICES:** Should a Purchasing Entity require parts and/or repair services that are not covered by a warranty, Contractor agrees to furnish such parts and services at the following rate:
 - a. **\$115 – Per Hour**
 - 7. **DELIVERY:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested

by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging.

8. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment B.
9. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
10. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.