

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and R.R. Charlebois Inc, with a principal place of business in Milton VT (the "Contractor") that the contract between them originally dated as of April 7, 2022, Contract # 44270, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Section 2, of Attachment A is hereby amended by the addition of the following requirements:

2.2 DIAGNOSTIC SOFTWARE AND HARDWARE:

- i. Diagnostic interface connector – Part # DDE.124032
- ii. Software program – Part # DLSTDSW001

a. DiagnosticLink is a subscription-based application supporting DDEC 6 through GHG17 engine platforms including Freightliner, Western Star, & Thomas Built Buses vehicle support.

b. Diagnosticlink Standard provides ECU information, diagnostic fault codes, instrumentation information, service routines, the ability to run system tests, and edit ECU parameters.

c. DiagnosticLink Professional includes all the features of DiagnosticLink Standard with the additional ability to reprogram.

2.2.1 Information Security Requirements

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond "end-of-life" or EOL, within 90 days of the EOL and complete the EOL system's upgrade within 90 days of the approved plan.

2.2.2 SOV Cybersecurity Standard Update 2023-01

Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems,

and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 4 of Attachment B is amended by the addition of the following requirements:

b. **DIAGNOSTIC SOFTWARE AND HARDWARE:**

- i. Diagnostic interface connector – Part # DDE.124032 - cost is **\$800.00 (one time purchase)**
- ii. Software program – Part # DLSTDSW001 – Annual cost per license is **\$550.00.**

III. **Attachment D, Other Provisions:** Attachment D – Other Provisions is hereby incorporated in its entirety as set forth below.

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 5 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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ATTACHMENT D - OTHER PROVISIONS

1. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

1.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

(iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

2. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

3. SOV Cybersecurity Standard Update 2023-01

Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2022-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

4. Information Security Requirements, Generally

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond "end-of-life" or EOL, within 90 days of the EOL and complete the EOL system's upgrade within 90 days of the approved plan.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$1,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in 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

R.R. Charlebois 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, Office of Purchasing and Contracting (the "State") and R.R. Charlebois Inc, with a principal place of business in Milton VT,(the "Contractor") that the contract between them originally dated as of April 7, 2022, Contract # 43591, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract number 43591 is hereby amended to contract number 44270.

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. 2, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

R.R. Charlebois 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, Office of Purchasing and Contracting (the "State") and R.R. Charlebois Inc., with a principal place of business in Milton VT, (the "Contractor") that the contract between them originally dated as of April 8, 2022, Contract # 43591, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Section 4 of Attachment B is amended by the addition of the following requirements:

4. PRICING (Applicable to order placed on or after May 5th 2022)

A **\$3,800.00 per truck** temporary surcharge shall be added to all orders to reflect the current steel pricing increases and Covid related costs.

- i. This surcharge and pricing shall be reevaluated every 6 months beginning on December 30, 2022 and continuing ever subsequent 6 months thereafter.
- ii. If at any point the contractor discontinues the surcharge it is the contractor's responsibility to notify the follow individuals within 24 hours. Failure to do so could result in the termination of the Contract:
 - a. Bill Vivian: Bill.Vivian@Vermont.gov
 - b. Mike Lettieri: michael.lettieri@vermont.gov

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. 1, 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

R.R. Charlebois Inc.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called “State”), and R.R. Charlebois Inc. with a principal place of business in Milton 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 60,000 Pound truck cab and chassis. 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 10,000,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on April 8,, 2022 and end on April 7, 2024 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 29 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)

Exhibit 1 to attachment a 60,000# gvwr truck cab & chassis specifications

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) Exhibit 1 to attachment a 60,000# gvwr truck cab & chassis specifications
- (5) 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. Delivery Timing, and General Condition, Requirements:
 - 1.1 Critical dates: The goal of the State is to meet these dates so that the first trucks ordered under this contract can be ready to use for the winter of 2023. Subsequent orders will be expected to receive similar treatment, but with dates adjusted to cycle of specific subsequent orders.
 - 1.2 The State anticipates placing an order in April 2022, for the first set of vehicles to be purchased under this contract.
 - 1.3 The State's goal is for all trucks within that initial order to be delivered by no later than December 1, 2022.
 - 1.4 The selected contractor shall place orders with the manufacturer as quickly as possible.
 - 1.5 The selected contractor shall inform the State of all key milestones, including:
 - 1.5.1 Order placed
 - 1.5.2 Manufacturer assignment of build date, and what that build date is
 - 1.5.3 Commencement of build
 - 1.5.4 Arrival in US (if applicable)
 - 1.5.5 Delivery to Vermont and/or plow/body upfitter
 - 1.6 The selected contractor should actively communicate to the State any actual or anticipated unusual delays. This includes updates in advance of a specific order from the State, that might cause the State to want to accelerate how soon it places State orders in order to allow for increased lead time, and updates, after order, if circumstances are changing after an order has been placed by the State.
 - 1.7 If a shipment is taking or expected to take unusual time to deliver to Vermont, contractor shall mark the delivery as "hot" and/or any other measures to prioritize shipment to Vermont and/or plow/body upfitter.
 - 1.8 **Sequencing/ Delivery in Relation to Upfitting:** The normal sequence in the assembly of the completed vehicle is for the vehicle to go from the manufacturer to the truck dealer; then to the snowplow system and body dealer; and the finished truck to the VAOT Central Garage. This sequence may vary depending on who receives the bid. Within a 75-mile radius of the Central Garage, it is the responsibility of each dealer to deliver the vehicle to the next point in the assembly of the vehicle, unless other arrangements are made and agreed to by all parties. Transportation costs, including a quarter tank of fuel, are to be included in the bid. No additional costs shall be paid by the State. All vehicles will be inspected for compliance to specifications, at each vendor, prior to delivery.
 - 1.9 ALL VEHICLES MUST MEET THE FOLLOWING CONDITIONS:

- a. Conform and be equipped to meet the requirements of the Vermont Department of Motor Vehicles.
- b. Meets latest EPA emissions standards
- c. Include manufacturers standard quantity of keys and fobs that normally are included with the vehicle.
- d. All necessary paperwork required to register vehicle.
- e. Be eligible to be registered in Vermont.
- f. Vendor is to provide order acknowledgement to “invoice to” address or an address determined by the ordering parties.
- i. All vehicles offered must be new; shall not be used, rebuilt, refurbished and shall not have been demonstration vehicles. Initial delivery of the vehicles shall not exceed 200 miles on the odometer without prior written approval from the ordering entity, which (approval) shall not be unreasonably withheld if it is required, for timely delivery, in current conditions, to have trucks driven between truck assembly location and body/ upfitting vendor, and/or to delivery to State. The State shall have the option, at a charge of \$1,200.00, to have trucks delivered from truck production site, to body/upfitting vendor, by towing or hauling, not driving.
- j. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements.
- k. All vehicle components, brake linings, clutch disks, etc. will be manufactured with asbestos free material.
- l. All equipment normally advertised as standard is to be included on the vehicles ordered unless superseded by the detailed specification.
- m. Vendor shall install a license plate bracket to the front of any purchased vehicle, so long as the option for a bracket exists.
- n. Be completely serviced by vendor including:
 - i. Steering geometry.
 - ii. Balancing of all wheels and tires.

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.

2. Product Type and Required Characteristics:

2.1 Freightliner 114SD, 60,000 pound GVWR

Technical and Performance Specifications shall be as set forth in Exhibit 1 to this Attachment A, except for the following modifications to Exhibit 1, as proposed by Contractor and accepted by the Agency of Transportation:

- 2.1.1 Regarding Exhibit 1, Section 4(a): Engine shall be CARB22 – California Approved (Carb opt in States) (2022) rated engine. Detroit DD13 rated 470hp/ 1650 torque in lieu of 475hp/ 1750 torque (factory standard)
- 2.1.2 Regarding Exhibit 1, Section 4(b): Engine compression brake switch operates as a single switch with HIGH/OFF/LOW. (Factory standard)
- 2.1.3 Regarding Exhibit 1, Section 4(c): Oil pan is a complete composite material (no steel) and rut proof. No stainless steel option. (Factory standard) Oil pan is covered under extended engine warranty.
- 2.1.4 Regarding Exhibit 1, Section 4(g): Vertical tailpipe is cab mounted. (Factory standard) and will not interfere with plow mounted equipment.
- 2.1.5 Regarding Exhibit 1, Section 5(d): Borg Warner brand is Freightliner (Factory Standard), dash switch for on/off provided.
- 2.1.6 Regarding Exhibit 1, Section 8(g): Transmission Control module is located on the firewall in front of the driver in a secure covered area.
- 2.1.7 Regarding Exhibit 1, Section 8(h): CARB22 - California Approved (2022) rated engine requires lower gear ratio 4.56
- 2.1.8 Regarding Exhibit 1, Section 10(a): Single frame rated at 3,204,000 RBM's in lieu of 3,806,000 RBM's
- 2.1.9 Regarding Exhibit 1, Section 11(a): Meritor brand 20,000lbs front axle in lieu of Dana Spicer 1-200W
- 2.1.10 Regarding Exhibit 1, Section 11(c): 23,000lbs. front suspension in lieu of 20,000 lbs.; auxiliary springs not needed with set forward axle.
- 2.1.11 Regarding Exhibit 1, Section 12(a): Meritor RT-40-160 rear axle in lieu of Dana Spicer DS405
- 2.1.12 Regarding Exhibit 1, Section 12(b): Freightliner 46,000 lbs. Tuftrac suspension in lieu of Chalmers 40,000 lbs.
- 2.1.13 Regarding Exhibit 1, Section 13(b): Air Compressor 18.7 cfm in lieu of 13.2cfm
- 2.1.14 Regarding Exhibit 1, Section 13(e): Haldex brand in lieu of MGM
- 2.1.15 Regarding Exhibit 1, Section 14(a): Steering boxes are Model TRW THP-60 with RCH45
- 2.1.16 Regarding Exhibit 1, Section 15(e): Detroit Fuel Water Separator in lieu of 382 model
- 2.1.17 Regarding Exhibit 1, Section 16(b): Trolley located on dash in lieu of steering column
- 2.1.18 Regarding Exhibit 1, Section 17(b): Continental HAU WT tire tread in lieu of HSU2+

2.1.19 Regarding Exhibit 1, Section 18(f): Freightliner specific key code in lieu of International key code Z-250 which is not available from Freightliner

2.1.20 Regarding Exhibit 1, Section 19(f): No headliner mounted storage

2.1.21 Regarding Exhibit 1, Section 19(k): AM/FM/ WB with Bluetooth in lieu of AM/FM/WB with CD. CD not an option. Steering wheel controls not available.

2.2.22 Regarding Exhibit 1, Section 22(b): Fender mirrors stainless steel in lieu of black

3. Training

- a. Two (2) one half day training sessions shall be conducted for operators and field maintenance personnel on the vehicles. The successful vendor is responsible for organizing the training, providing knowledgeable instructors and any training materials/aids. Topics to be covered shall be, but not limited to:
 - i. Safety features and safe operation.
 - ii. Operation and proper shifting of transmissions (automatic.)
 - iii. Operation of all vehicle controls.
 - iv. Maintenance items and potential problems the field equipment technicians should be aware of and alert to.
- b. The above training shall be conducted at the VTrans Training Center (VTTC) next to Central Garage in Berlin after the Central Garage receives the first completed (truck, plow, body) truck and before the trucks go into service. At least 30 days' notice shall be provided.

Nine days of annual technical training, during each year of this contract, on the use of the diagnostic and programming software, or other subjects to be determined in coordination with the Central Garage, shall be provided at the Central Garage or other locations within the state. These nine days shall consist of three sessions of three-day classes, each session attended by approximately 14 repair technicians. This training shall be conducted on a mutually agreed date.

4. SERVICE REQUIREMENTS

- a. Shop Labor
- b. Manufacturer's assembly line parts coding information shall be provided with each unit. Additionally, access to an online parts site shall be provided, that contains a complete part listing and associated schematic diagrams.

5. PARTS

- a. Contractor shall make available non warranty repair and replacement parts. This shall apply to all parts sold by the vendor, whether they be for the vehicles awarded under this contract or not. Parts delivery shall be provided, at no additional cost, daily to Berlin, Chimney Corners, White River Junction, Rutland, and Saint Johnsbury.

6. **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 one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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: Sandy Ladd
Phone: 802-655-5040
Email: sandy@rrcharleboisinc.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

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

**EXHIBIT 1
TO ATTACHMENT A
60,000# GVWR TRUCK CAB & CHASSIS SPECIFICATIONS**

1. CONFIGURATION:

- a. New cab and chassis, latest model at time of delivery.
- b. Tandem rear axle.
- c. 60,000-pound GVWR minimum.
- d. CA of 135 inches; AF of 63 inches.

2. USAGE:

- a. To be used for winter maintenance operations including plowing, sanding, and salting; and for highway construction and maintenance consisting of general hauling of sand, salt, gravel, and other road building materials.
- b. Truck will be equipped by others with an 11-foot front-mounted plow weighing approximately 2,800 pounds; a right or left side mounted 10- or 11-foot plow wing and mount weighing about 3,400 pounds; and a 12-14 cubic yard combination spreader and dump body.

3. GENERAL:

- a. All exceptions to these specifications shall be referenced to the item number and any proposed alternative provided as part of the quotation. Any changes made to the specifications or required additional work after award of the order shall be in writing and approved by the Vendor, Agency of Transportation (VTrans) Central Garage, and Purchasing Division.
- b. Vehicles shall be built with identical parts and components, interchangeable for standardization. All standard equipment normally provided and not superseded by these specifications shall be provided.
- c. The vehicles shall meet or exceed all applicable Federal and Vermont Laws and Regulations in force at the time of delivery. The vehicles shall be completely Vermont State Inspected and serviced by the vendor prior to delivery.

4. ENGINE:

- a. Diesel, 6-cylinder electronic engine management, minimum 475 rated gross

horsepower, 1750 lb. ft. torque. 13-liter engine displacement, minimum.

- b. Engine compression brake, with dash mounted switches (low, medium, high, and on/off). Exhaust brakes are not acceptable.
 - c. Stainless steel oil pan with lifetime warranty. Pan shall be made of 12-gauge 304 stainless steel for the main body of the pan, and ¼" 304 stainless steel for the pan flange. Provide magnetic drain plug.
 - d. Engine oil cooler.
 - e. Computer setting to produce a maximum speed of 65 mph.
 - f. Automatic low oil pressure, high water temperature, and low water level warning light and buzzer mounted in the dash. Automatic engine shut down shall be provided for these conditions.
 - g. Exhaust system: single, horizontal SCR after treatment device. Vertical tailpipe, frame mounted on the right side, outside the rail, not to extend more than 3" back of cab. No connection to cab to reduce noise and vibration. Include tailpipe guard. Supply and mount a grab handle on tail pipe guard. Provide a 90-degree turned-out exhaust tip. Do not shorten the exhaust tip before delivery to the body vendor.
 - h. Crankshaft pulley PTO adaptor flange shall be provided.
 - i. Air cleaner, single element. Integral snow valve and in-cab control, if available. Air filter restriction gauge in dash.
5. **COOLING SYSTEM:**
- a. Radiator: heaviest duty option available.
 - b. System serviced with extended life coolant, set to -35 degrees Fahrenheit.
 - c. Grill stone guards or bug screens shall be provided to protect all the cooling devices behind the grill.
 - d. Fan drive shall be a Horton Drive Master with automatic on/off or approved equal. Provide dash mounted cooling fan on/off switch.
6. **BATTERY:**
- a. 12-volt batteries having a combined total of 2775 cold cranking amps with 480-

minute minimum reserve capacity. Batteries shall have threaded positive and negative posts.

- b. Provide an in cab, floor mounted, battery disconnect switch. Must be accessible when driver's door is opened.

7. ALTERNATOR:

- a. 185 ampere hour: Bosch or approved equal.

8. TRANSMISSION:

- a. Automatic Transmission: Allison 4500RDS fully automatic transmission, 6 speed, filled with synthetic oil. Fluid level check shall be through the transmission keypad in the cab, preferred method, or by dipstick.
- b. Programmed as a dump truck, with 3rd gear hold programmed on mode button. Program transmission to shift down to 4th gear when the throttle is released, and the engine brake is in the "on" position.
- c. Mount dipstick on left side of transmission.
- d. Transmission oil cooler.
- e. Transmission oil temperature gauge.
- f. Integrated oil level check, dash mounted.
- g. The transmission control module shall be located inside the cab to reduce exposure to corrosive elements.
- h. Provide a rear differential ratio of 6.14:1, for the automatic transmission.
- i. Speed shall be limited to 65 mph.
- j. Factory installed ground speed feed connection inside the cab for ice control system.

9. DRIVELINE:

- a. Main shaft - Rockwell 18N or Spicer 1810. Or approved equal.
- b. Inner axle - Rockwell 176N or Spicer 1710. Or approved equal.

10. FRAME:

- a. Frame rails, minimum: heat treated alloy steel (120,000 PSI yield) 10.125" x 3.580" with double C channel, heat treated (120,000 PSI yield) 10.813" x 3.892" x 0.912" maximum resisting bending moment 3,806,000 in-lbs. Provide 24-inch frame rail extensions on front of truck.
- b. Provide a straight front bumper, not swept back.
- c. Provide and install a 112 dB back up alarm, Truck-Lite part# 92904. Mount on the cross member nearest the back of the frame, facing rear of truck.

11. AXLE/SUSPENSION, FRONT:

- a. Minimum GAWR of 20,000 lbs. Dana Spicer I-200W. Or approved equal.
- b. Oil lubricated wheel bearings with synthetic oil.
- c. Front springs will be rated at 10,000 pounds, minimum, each side. Provide 2000-pound rubber auxiliary springs on both sides.
- d. Axle position in combination with tires specified shall provide adequate clearance with fender extensions for use of tire chains.
- e. Maximum setback 36" for better weight distribution with plow in the raised position.
- f. Heavy duty shock absorbers.

12. AXLE/SUSPENSION, REAR:

- a. Axle, rear, tandem Dana Spicer DS405 single reduction 40,000 lb. capacity with 200-wheel ends. Or approved equal. Equipped with a magnetic drain plug. Filled with synthetic lubricant.
- b. Rear suspension shall be Chalmers 854-40L rear suspension, 40,000 pounds. Or approved equal.
- c. Heavy duty shock absorbers.

13. BRAKES:

- a. Full air service to all wheels. S-cam design front and rear. Front linings – Meritor R403, Q-plus. Rear linings – Meritor MA212, Q-plus. Slack adjusters shall be Rockwell, self-adjusting. No asbestos materials.

- b. Air compressor is to be engine manufacturer's standard. 13.2 CFM minimum, water cooled.
- c. Provide dust shields for front and all rear brake positions.
- d. Air gauge and warning buzzer mounted in cab.
- e. Spring loaded piggyback, MGM, severe duty, long stroke, parking brakes (30in² rear, 24in² front). Rear chambers shall be mounted in front of the rear axles.
- f. Air dryer system with wiring protected in conduit: Meritor Wabco SYS-SAVR1200 with spin on cartridge. Preferred location is inside the frame rails. VTrans Central Garage shall approve location.
- g. Air tank location: two (2), painted steel, mounted inside and below the frame rails, one on each rail, in front of rear suspension.
- h. Air brake ABS, full vehicle wheel control system with automatic traction control. Brake controllers shall be Bendix.
- i. Parking brake alarm. Electric horn shall sound with the truck off, driver's door open, and the parking brake not set.

14. STEERING SYSTEM:

- a. Power steering shall be Sheppard. Or approved equal. Dual power, equipped with external filter, M-100 left side, M-80 right side.

15. FUEL TANK:

- a. Top draw round style, non-polished aluminum. 80 U.S. gallons capacity, minimum. Must have quick connect outlet. Mounted on the left side under the cab.
- b. Stainless steel fuel tank straps.
- c. Diesel Emission Fluid tank shall be mounted on the same side as fuel tank. It shall have a capacity of 10% of the fuel tank, minimum.
- d. Fuel tank/DEF tank arrangement shall not extend beyond rear of cab. Indicate amount of protrusion if tank combination will not fit completely under cab.
- e. Fuel water separator - Davco Fuel Pro 382, with thermostatic temperature-controlled heater, filter restriction/change indicator and a dash mounted water-

in-fuel indicator light. Or approved equal.

- 16. AIR-TO-REAR:** Refer to Purchase Order for trucks with this option.
- a. Two airlines to beyond the rear of chassis complete with composite Glad hands, service MFG P/N – ZST441004 and Emergency MFG P/N – ZST441014 with dust covers for trailer operations.
 - b. Operational with the service brakes of truck and, a trolley valve hand control on the steering column, or dash, to the brakes on the trailer only.
 - c. Equipped with tractor protection valve and inversion valve.
 - d. Gland hands with dust covers coiled at the rear of the frame. Final installation to be done by body vendor.
- 17. TIRES AND WHEELS:**
- a. Ten (10) tires and rims.
 - b. Front tires – 315/80R-22.5, HSU2+ Continental steer tread.
 - c. Rear tires – 12R-22.5, XDS Michelin traction tread.
 - d. Spare tire rack not required.
 - e. Front Wheels: Disc; 22.5" painted steel, 5 hand hole, 10-Stud (285.75MM BC) hub piloted, flanged nut, metric mount, 9.00 DC Rims; with .500" thick disc, non-standard offset, and steel hubs.
 - f. Rear Wheels: Disc; Heavy duty option, heavy duty application, 22.5 painted steel, 10 stud (285.75 MMBC) hub piloted, flanged nut, metric mount 8.25 DC rims with .490" thick increased capacity disc and steel hubs. Powder coated wheels. 2 hand holes.
 - g. Install wheel spacers, Accuride #5903, between the wheel and the drum on all wheel positions and between the wheels of the duals.
 - h. Provide a separate optional quotation for On-Spot chains. Solenoid installation and wiring instructions are in section 24. See purchase order for trucks with this option.
- 18. CAB, EXTERIOR:**
- a. Heavy-duty insulated 107" BBC minimum, air ride cab. Must have a noise level

below 80 dB under load at highway speed. Provide any cab sound insulation option package if available.

- b. Tilt forward hood with butterfly access hatch on left and right side of hood. Inner fender mud guards. Provide rubber fender extensions on wheel opening of hood.
- c. Grab handles, 1 each, both sides mounted to exterior of the cab. Omit right side handle if it conflicts with exhaust stack. Install grab handle on tail pipe guard instead.
- d. Tinted windshield glass.
- e. All steps accessing the cab will be non-skid design, aluminum Bustin style, self-cleaning tread.
- f. All vehicles purchased (may include more than one model) will be keyed the same. Include ignition and doors. IH code is Z-250, if applicable.
- g. LED clearance lights.
- h. Pre-Trip exterior light inspection switch shall sequentially flash all exterior lights including back up lights, if possible.
- i. Provide fender flares on front fenders to help reduce road spray on side windows.
- j. An eight (8) year minimum, corrosion warranty shall be provided on the cab.
- k. Cab and body paint, DuPont Deluxe Equipment Orange #31, or approved equal. Must be base coat, clear coat. Hood to be flat black to prevent glare, on top only. Consult Agency of Transportation, Central Garage for approval of color and location of antiglare paint on hood. Lead free paint only.
- l. Install the VTrans decals, flag decals, and vehicle ID numbers, provided by Central Garage, on the truck doors. Coordinate location with VTrans Central Garage.

19. CAB, INTERIOR:

- a. Cab shoulder room, 70" minimum. Inside height; 56" minimum. Steering wheel to front of seat back, 18" minimum. Inside cab length (front to rear) 52" minimum.
- b. Full instrumentation on dash; all electric and illuminated. To include hour meter,

voltmeter, oil pressure, engine water temperature, fuel, DEF, tachometer, speedometer, fault code readout and air filter airflow restriction gauges. Visual & audible warning system for low fuel, low oil pressure, high engine coolant temperature and low battery voltage. Low oil shutdown is acceptable if available.

- c. Tilting, telescoping steering wheel, 18" diameter.
- d. Insulated rubber floor mats.
- e. Left and right-side sun visors.
- f. Headliner mounted console storage compartment.
- g. Driver's seat: Fully adjustable, air suspension, cloth covered, high back seat with retractable, red, high visibility safety belt, and shoulder harness. Center line of seat to line up with center line of steering wheel (+/- 1/4"). National 2000 seat with the following features:
 - Fore and aft seat adjustment
 - Adjustable 3 chamber power air lumbar support
 - Seat cushion front tilt and length adjustment
 - Seat ride adjustment
 - Rear cushion adjustment
 - Right side adjustable armrest.
- h. Passenger's seat: Air suspension, retractable, red, high visibility safety belt, left side adjustable arm rest and cloth to match driver's side.
- i. Power windows and locks on left and right doors.
- j. One CB hot post and ground shall be provided, located for headliner console installed CB radios, will work with the key in the run/on and accessory positions. Factory wiring, including antenna cable, shall be provided to headliner console location for VTrans radio installation. Install VTrans supplied radio, antenna, and antenna cable. Radio post location to be designated by the Central Garage.
- k. AM/FM radio with CD player. Bluetooth compatible with controls in the steering wheel.
- l. 12 Volt power port (second cigar lighter receptacle).
- m. Air Conditioning. System shall be supplied with protection and diagnostics system (such as APADS) to monitor and shut A/C down in case of low refrigerant

condition.

- n. Heavy-duty HVAC system, largest output option available for model truck bid.
- o. A document holder and first aid kit will be provided by Central Garage. Installation location to be approved by the Central Garage. The first aid kit shall be installed such that it is readily removable.
- p. Provide and mount a fire extinguisher, Amerex model B500, and fire extinguisher bracket, Ansul 860, in a location to be determined by VTrans Central Garage.

20. WIPERS AND WASHERS:

- a. Dual electric windshield wipers. Two speed and intermittent controls. Bottom mount required.
- b. Heavy-duty linkage.
- c. Winter wiper blades.
- d. The windshield wipers shall return to the slowest intermittent speed when the parking brake is applied. They shall also turn on the headlights when the wiper switch is turned on.

21. HORNS:

- a. Air horn, single trumpet, air solenoid operated, mounted behind the bumper on the right rail. Weather caps are required if roof mounted.

22. MIRRORS:

- a. Heated, power adjustable, West Coast style, 7" x 15" minimum, type rear view mirrors outside mounted on right/left sides. Thermostatically controlled heating. Breakaway type brackets with integral convex or attached 8" spot mirror. Heavy-duty bracing, completely adjustable.
- b. Fender mounted convex mirrors. One left and one right. Black in color.

23. LIGHTS/AUXILIARY CIRCUITS:

- a. All lighting to conform to Federal Safety and Vermont Laws and Regulations.
- b. Daytime running lights shall be provided. DRL's shall work on the plow frame lights after it is installed.

- c. Circuit breakers, with manual reset (main panel) SAE Type III with trip indicators. In place of all fuses except for the 5-amp fuses.

24. UPFITTING PREP:

- a. The remainder of this section is based on installation in trucks with multiplex wiring systems. Multiplex wiring systems are preferred.
 - i. All passage points in/out of the cab or in/out of external junction boxes shall use a Truck-Lite fitting #50842 and nut #50845 unless otherwise stated. Rubber grommets in the fitting shall match the size and shape of wire used.
 - ii. All cable shall be round, rubber encased trailer grade cable of the appropriate grade manufactured by ElectroTherm. Any other cable requires prior approval from Vtrans. PVC encased cable is not acceptable.
 - iii. All cables run in/out of the cab or connected between the cab and chassis shall be of enough length to compensate for movement of the cab.
 - iv. All connections shall be soldered, and heat shrunk unless otherwise stated. Rotanium adhesive filled, 5-2-1 heat shrink tubing or acceptable equal.
 - v. All end connections shall be the appropriate gauge solder type eyelets unless otherwise stated. Fastenal or equal – 16/14 gauge # 58629. Use of butt or Scotch Lock connectors is not permitted.
 - vi. All routing of cables, lines, etc. shall be approved by VTrans Central Garage.
 - vii. VTrans Central Garage shall meet with the successful vendor and review the wiring requirements in detail, prior to wiring installation.
 - viii. The remote power modules (RPM) shall be installed inside the cab.
 - ix. A factory installed twelve (12) position rocker switch panel shall be provided and wired to a power distribution system. The top row of switches shall be labeled (left to right): HOPPER LIGHT, SPREADER LIGHT, WING LIGHT, WING STROBE, SPINNER REVERSE, AUTO CHAINS. Provide a diagram of terminal locations, fuse/breaker capability and layout.
 - x. The second row shall be (left to right): TARP, HI/LOW, STROBE ON LIGHT (Green light), FLASHING BODY UP LIGHT (Amber light), FLASHING TAIL

GATE LIGHT (Red light), and TAIL GATE. The High/Low switch is for the strobe brightness. The flashing red tail gate light is a warning that the tail gate is open.

- xi.** Programming shall be provided for the tarp, tail gate, auto chains, windshield wipers, and door locks. The tarp shall not be allowed to operate at speeds over 15 MPH. The tail gate shall not be allowed to operate over 8 MPH. The auto chains shall not be allowed to be engaged over 15 MPH and must retract at 35 MPH. The windshield wiper shall go to the slowest intermittent speed when the parking brake is applied. They shall also turn on the headlights when the wiper switch is turned on. Power door locks that lock automatically, shall unlock when the operator stops the truck to exit the cab.
- xii.** Provide an 8 gauge, adequately flexible ground cable between the chassis and the cab if not provided by the factory.
- xiii.** Two (2) positions on both terminal connection blocks shall have a direct circuit from the battery with B+ and ground. Each circuit shall have a 20-amp fuse installed in a weathertight fuse holder, located in the battery box.
- xiv.** If not available from the factory, two (2) battery fed rocker type switches, live with the ignition switch in the off position, shall be mounted in the dash. The Central Garage shall approve the mounting location. Switches shall be labeled: Stobes, and Air Tailgate. A 4-wire cable shall be used to connect the switches to the terminal connection block at the back of the cab.
- xv.** Plow lights: The truck shall be equipped the factory installed plow light/truck light switch and wiring option. The plow light wiring shall terminate at the front of the frame and include a factory supplied connector. Provide a blank cover for when the plow front is off the truck. The Daytime running lights shall work in the plow light circuit.
- xvi.** Air-to-rear: Trucks with air to rear shall have the factory supplied wiring extending beyond the end of the frame. A manufacturers' standard female seven (7) pole, round terminal, non-metallic body trailer connector shall be provided.
- xvii.** Wing and spinner lights: Two (2), 2 wire 16-gauge cables will be connected to a connection block, with eyelets. They shall run out of the cab through a Truck-Lite connector #50842 and be coiled at the back of the cab, each cable shall be labeled. One cable shall be approx 10 feet

and the other shall be approx 20 feet. The 10-foot cable will be on the drivers' side of the vehicle. If truck has a left wing this cable will be a wing light and if it has a right wing it will be a spinner light. Cable must be labeled with function, refer to request for quotation for wing set up.

- xviii.** Wing strobe: One (1), sixteen (16) foot 2 wire 16-gauge cable shall be connected to the connection block and run out of the cab through a Truck-Lite connector #50842 and be coiled and labeled wing LED. Connect a Whelen #W442D connector using position "A" and "B" to the end of the cable. This function is used to operate a wing flashing LED light.
- xix.** Air tailgate: One (1) air over electric solenoid shall be located under the hood for the air tail gate release, location to be approved by the Central Garage. If the solenoid is mounted in the cab, it shall vent to the outside of the cab. The air tailgate solenoid shall be Velvac # 320131. One (1), sixteen (16) foot, 2 wire 16-gauge cable connected to the connection block shall be run out through a Truck-Lite connector #50842 to the tail gate solenoid located under the hood. The air tailgate solenoid may require one or two 3/8 OD air lines to run the length of the truck plus 8 feet. The air lines shall be secured to the existing vehicle wiring with the remainder coiled and attached to the rear cross member.
- xx.** One-spot chains: For trucks with On-Spot chains: One (1) electric over air solenoid shall be mounted under the hood on the firewall in a location approved by the Central Garage. Provide one (1) Normally Closed Pilot Air Source, approx. 4CFM with in cab switch. Air will be available with ignition key in the ON/RUN or ACCESORY position. Air will exhaust in the Key OFF position. One (1), sixteen (16) foot, 2 wire 16-gauge cable connected to the connection block shall run out through a Truck-lite connector to the auto chain solenoid.
- xxi.** Body up sensor: One (1), ten (10) foot, 2 wire 16-gauge cable shall be connected to the junction block, run out through a Truck-Lite connector #50842, and coiled at the back of the cab for a body up switch. Provide an audio/visual warning system with an amber light inside the cab on the dashboard.
- xxii.** Tarp: One (1), twelve (12) foot, 2 wire 16-gauge cable shall be connected to the junction block and run out of the cab through a Truck-Lite connector #50842. It shall be coiled at the back of the cab and labeled. This cable will be for the electric tarp relay. Locate the tarp relay in an area that provides maximum protection from the elements, the location to be approved by the Central Garage.

- xxiii.** Spray boom: One (1), twenty (20) foot, 2 wire 16-gauge cable shall be connected to the junction block and run out of the cab through a Truck-Lite connector #50842. It shall be coiled at the back of the frame and labeled. This cable will be for the spray boom light on super tanker trucks.

- xxiv.** Hydraulic oil sensor: One (1), twelve (12) foot, 2 wire 16-gauge cable shall be connected to the junction block and run out of the cab through a Truck-Lite connector #50842. It shall be coiled at the back of the cab and labeled. This cable will be for the low oil sensor in the hydraulic tank. Provide an audio/visual warning system with a red light inside cab on the dashboard.

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. Freightliner 114SD – Price: **\$124,230.00 Per Unit**

13. Training - **Included**

- a. Two (2) one half day training sessions shall be conducted for operators and field maintenance personnel on the vehicles. The successful vendor is responsible for organizing the training, providing knowledgeable instructors and any training materials/aids. Topics to be covered shall be, but not limited to:
 - i. Safety features and safe operation.
 - ii. Operation and proper shifting of transmissions (automatic.)
 - iii. Operation of all vehicle controls.
 - iv. Maintenance items and potential problems the field equipment technicians should be aware of and alert to.
- b. The above training shall be conducted at the VTrans Training Center (VTTC) next to Central Garage in Berlin after the Central Garage receives the first completed (truck, plow, body) truck and before the trucks go into service. At least 30 days' notice shall be provided.
- c. Nine days of annual technical training, during each year of this contract, on the use of the diagnostic and programming software, or other subjects to be determined in coordination with the Central Garage, shall be provided at the Central Garage or other locations within the state. These nine days shall consist of three sessions of three-day classes, each session attended by approximately 14 repair technicians. This training shall be conducted on a mutually agreed date.

14. **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.
 - a. **Net cost 15%**

 - b. **SERVICE REQUIREMENTS**
 - i. Shop Labor Rates - **\$136.00 per hour**
 - ii. Manufacturer's assembly line parts coding information shall be provided with each unit. Additionally, access to an online parts site shall be provided, that contains a complete part listing and associated schematic diagrams. - **Included**

5. **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.

6. Following complete delivery of the items and completion of the training, 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.

7. 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.

8. 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**

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)