

CONTRACT



Supplier 0000010383
Valk Manufacturing Co
PO Box 428
New Kingstown PA 17072-0428
USA

Contract ID 0000000000000000000029018	Page 1 of 5
Contract Dates 06/30/2015 to 06/30/2021	Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES	Contract Maximum \$9,999,990.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
Contract Status Approved	

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOWPLOW BLADE CUTTING EDGES. CONTACT CONTRACTOR FOR PRICE QUOTE	EA	0.01000	0.00	0.00

BLADES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Valk Manufacturing, with the principal place of business in New Kingstown, PA 07072, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

If the state exercises the option, it will provide written notice to contractor prior to the end of the term. If exercised, the provision of the option letter shall become part of and be incorporated into the original master price agreement. The total duration of this master price agreement, including the exercise of any options, shall not exceed five years.

4. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

5. Amendment. This agreement represents the entire agreement between the parties; 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.

6. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments. This contract consists of 160 pages including the following attachments which are incorporated herein:

- Attachment A - Master Agreement Terms and Conditions
- Attachment B - Payment Provisions
- Attachment B1-Price Schedule
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date March 1, 2015).
- Attachment D - Snowplow Blade Cutting Edges Detailed Specifications

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents 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 D

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

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- (5) Attachment B
- (6) Attachment B1

CONTRACTOR POC:
 Dan Cribari
 Sales Manager, Snow Plow Division
 Valk Manufacturing Company
 plowsales@valkmfg.com
 Phone: (717) 766-0711 ext. 122
 Fax: (717) 697-6297

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

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

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

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

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

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

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

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

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

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

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

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Contract Status Approved	

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

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

APRIL 7, 2017

AMENDMENT #01 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

JUNE 7, 2018

AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS WITH THE FOLLOWING EXCEPTIONS:

1). PRICING: DUE TO TARIFFS ON IMPORTED STEEL CURRENTLY IN EFFECT, PLOW BLADE PRICING IS HEREBY REMOVED FROM THE ATTACHED PRODUCT LIST. ORDERING ENTITIES ARE TO REQUEST A QUOTE FROM CONTRACTOR FOR PRICING IN EFFECT AT TIME OF ORDER.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017 IS INCORPORATED INTO THE CONTRACT.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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.

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

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

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.

AMENDMENT#3 (MAY 2019). THIS CHANGE ORDER EXERCISES THE THIRD OF THE FIVE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 06/30/2020, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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

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

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

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

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

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
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Description: SNOWPLOW BLADE CUTTING EDGES	Contract Maximum \$9,999,990.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
Contract Status Approved	

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
AMENDMENT.						

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

STATE OF VERMONT
CONTRACT AMENDMENT #4

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Valk Manufacturing Company Inc. , with a principal place of business in New Kingstown, PA (the "Contractor") that the contract between them originally dated as of June 30, 2015, Contract # 29018, as amended to date, (the "Contract") is hereby amended as follows:

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2020 to June 30, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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

STATE OF VERMONT CONTACT:
BILL VIVIAN
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
BILL.VIVIAN@Vermont.gov

State of Vermont

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

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Commissioner

Title: _____

Title: _____

Email: Buildings & General Services

Email: _____

CONTRACT



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Valk Manufacturing Co
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Contract ID 0000000000000000000029018	Page 1 of 4
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Buyer Name Steven D Smith	Buyer Phone 828-4681
Contract Status Approved	

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOWPLOW BLADE CUTTING EDGES. CONTACT CONTRACTOR FOR PRICE QUOTE	EA	0.01000	0.00	0.00

BLADES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Valk Manufacturing, with the principal place of business in New Kingstown, PA 07072, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

If the state exercises the option, it will provide written notice to contractor prior to the end of the term. If exercised, the provision of the option letter shall become part of and be incorporated into the original master price agreement. The total duration of this master price agreement, including the exercise of any options, shall not exceed five years.

4. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

5. Amendment. This agreement represents the entire agreement between the parties; 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.

6. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments. This contract consists of 160 pages including the following attachments which are incorporated herein:

- Attachment A - Master Agreement Terms and Conditions
- Attachment B - Payment Provisions
- Attachment B1-Price Schedule
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date March 1, 2015).
- Attachment D - Snowplow Blade Cutting Edges Detailed Specifications

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents 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 D

State of Vermont
 Buildings and General Services
 Office of Purchasing & Contracting
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CONTRACTOR POC:
 Dan Cribari
 Sales Manager, Snow Plow Division
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METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

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

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APRIL 7, 2017

AMENDMENT #01 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

JUNE 7, 2018

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

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

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.

AMENDMENT#3 (MAY 2019). THIS CHANGE ORDER EXERCISES THE THIRD OF THE FIVE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 06/30/2020, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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

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

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

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

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

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:

CONTRACT

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



Supplier 0000010383
Valk Manufacturing Co
PO Box 428
New Kingstown PA 17072-0428
USA

Contract ID 000000000000000000000029018		Page 4 of 4
Contract Dates 06/30/2015 to 06/30/2020		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name Steven D Smith	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
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HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

STATE OF VERMONT CONTACT:
 STEVE SMITH
 PURCHASING AGENT
 802-828-4681
 FAX 802-828-2222
 steven.smith@Vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____
 Signature: E-SIGNED by Christopher Cole
 on 2019-06-17 16:19:32 GMT
 Name: Christopher Cole
 Commissioner
 Buildings and General Services
 Title: _____
 Email: _____

Date: 6/12/19
 Signature: [Handwritten Signature]
 Name: Max Woodward
 Title: Vice President
 Email: MWoodward@valkcounty.com

**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)

State of Vermont

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

CONTRACT



Vendor ID 0000010383
Valk Manufacturing Co
PO Box 428
New Kingstown PA 17072-0428
USA

Contract ID 0000000000000000000029018		Page 1 of 4
Contract Dates 06/30/2015 to 06/30/2019		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name Steven D Smith	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOWPLOW BLADE CUTTING EDGES. CONTACT CONTRACTOR FOR PRICE QUOTE	EA	0.01000	0.00	0.00

BLADES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Valk Manufacturing, with the principal place of business in New Kingstown, PA 07072, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

If the state exercises the option, it will provide written notice to contractor prior to the end of the term. If exercised, the provision of the option letter shall become part of and be incorporated into the original master price agreement. The total duration of this master price agreement, including the exercise of any options, shall not exceed five years.

4. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

5. Amendment. This agreement represents the entire agreement between the parties; 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.

6. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments. This contract consists of 160 pages including the following attachments which are incorporated herein:

- Attachment A - Master Agreement Terms and Conditions
- Attachment B - Payment Provisions
- Attachment B1-Price Schedule
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date March 1, 2015).
- Attachment D - Snowplow Blade Cutting Edges Detailed Specifications

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents 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 D
- (5) Attachment B
- (6) Attachment B1

State of Vermont

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

CONTRACT



Vendor ID 0000010383
Valk Manufacturing Co
PO Box 428
New Kingstown PA 17072-0428
USA

Contract ID 0000000000000000000029018		Page 2 of 4
Contract Dates 06/30/2015 to 06/30/2019		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name Steven D Smith	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACTOR POC:
Dan Cribari
Sales Manager, Snow Plow Division
Valk Manufacturing Company
plowsales@valkmfg.com
Phone: (717) 766-0711 ext. 122
Fax: (717) 697-6297

STATE OF VERMONT CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@Vermont.gov

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

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

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

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

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

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

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

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

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

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

CONTRACT



Vendor ID 0000010383
Valk Manufacturing Co
PO Box 428
New Kingstown PA 17072-0428
USA

Contract ID 0000000000000000000029018		Page 3 of 4
Contract Dates 06/30/2015 to 06/30/2019		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name Steven D Smith	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

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

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

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

APRIL 7, 2017
 AMENDMENT #01 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

JUNE 7, 2018
 AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS WITH THE FOLLOWING EXCEPTIONS:

1). PRICING: DUE TO TARIFFS ON IMPORTED STEEL CURRENTLY IN EFFECT, PLOW BLADE PRICING IS HEREBY REMOVED FROM THE ATTACHED PRODUCT LIST. ORDERING ENTITIES ARE TO REQUEST A QUOTE FROM CONTRACTOR FOR PRICING IN EFFECT AT TIME OF ORDER.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017 IS INCORPORATED INTO THE CONTRACT.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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

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

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

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.

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Vendor ID 0000010383
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Title: BGS Commissioner

Title: _____

Email: _____

Email: _____

	A	B	C
1		VALK MANUFACTURING	
2			
3			
4			
5			
6	STATE	VERMONT	Post Consum
7	Item #	DESCRIPTION	Content
8		BLADES	
9	1	6" top punched 44" carbide blade, 6 hole	90%
10		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
11		DELIVERY ARO: <u> 60-120 </u> /DAYS	
12			
13	2	6" top punched 44" carbide blade, 5 hole	90%
14		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
15		DELIVERY ARO: <u> 60-120 </u> /DAYS	
16			
17	3	6" top punched 28" carbide blade, 3 hole	90%
18		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
19		DELIVERY ARO: <u> 60-120 </u> /DAYS	
20			
21	4	6" top punched 72" carbide blade, 9 hole	90%
22		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
23		DELIVERY ARO: <u> 60-120 </u> /DAYS	
24			
25		6" top punched 20" carbide blade, 3 hole, right or left	
26			
27	5	Right hand blade	90%
28		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
29		DELIVERY ARO: <u> 60-120 </u> DAYS	
30			
31	6	Left hand blade	90%
32		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
33		DELIVERY ARO: <u> 60-120 </u> /DAYS	
34			
35		6" top punched 36" carbide blade, 5 hole, right or left	
36			
37	7	Right hand blade	90%
38		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
39		DELIVERY ARO: <u> 60-120 </u> /DAYS	
40			
41	8	Left hand blade	90%
42		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
43		DELIVERY ARO: <u> 60-120 </u> /DAYS	
44			
45	9	6" top punched 48" carbide grader blade, 6 hole	90%
46		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
47		DELIVERY ARO: <u> 60-120 </u> /DAYS	
48			
49	10	6" top punched 36" carbide blade, 5 holes (12")	90%
50		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
51		DELIVERY ARO: <u> 60-120 </u> /DAYS	
52			
53	11	6" top punched 48" carbide blade, 6 holes (12")	90%
54		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
55		DELIVERY ARO: <u> 60-120 </u> /DAYS	
56			
57	12	6" top punched 84" carbide JD grader blade, 15 hole	90%
58		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
59		DELIVERY ARO: <u> 60-120 </u>	
60			
61	13	8" top punched 60" hardened steel blade, 8 hole	90%
62		QUOTING: MFR: # <u> Valk Manufacturing Company </u>	
63		DELIVERY ARO: <u> 30-60 </u> /DAYS	
64			
65	14	8" top punched 72" hardened steel blade, 9 hole	90%
66		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
67		DELIVERY ARO: <u> 30-60 </u> /DAYS	

	A	B	C
68			
69	15	8" top punched 60" harden steel blade, 7 hole (12")	90%
70		QUOTING: MFR: ___Valk Manufacturing Company_____#	
71		DELIVERY ARO: ___30-60_____/DAYS	
72			
73	16	8" top punched 72" hardened steel blade, 8 hole (12")	90%
74		QUOTING: MFR: ___Valk Manufacturing Company_____#	
75		DELIVERY ARO: ___30-60_____/DAYS	
76			
77	17	8" top punched 84" hardened steel blade, 15 hole	90%
78		QUOTING: MFR: ___Valk Manufacturing Company_____#	
79		DELIVERY ARO: ___30-60_____/DAYS	
80			
81	18	8" center punched 11' regular steel blade, 17 hole	90%
82		QUOTING: MFR: ___Valk Manufacturing Company_____#	
83		DELIVERY ARO: ___30-60_____/DAYS	
84			
85	19	6" top punched 11' regular steel blade, 17 hole	90%
86		QUOTING: MFR: ___Valk Manufacturing Company_____#	
87		DELIVERY ARO: ___30-60_____/DAYS	
88			
89	20	17 hole, 8" TP, 11' plow blade	90%
90		QUOTING: MFR: ___Valk Manufacturing Company_____#	
91		DELIVERY ARO: ___30-60_____/DAYS	
92			
93	21	14 hole, 6" TP, 12' plow blade	90%
94		QUOTING: MFR: ___Valk Manufacturing Company_____#	
95		DELIVERY ARO: ___30-60_____/DAYS	
96			
97	22	6" top punched 11' regular steel blade, 13 hole (12")	90%
98		QUOTING: MFR: ___Valk Manufacturing Company_____#	
99		DELIVERY ARO: ___30-60_____/DAYS	
100			
101	23	6" top punched 10' regular steel blade, 12 holes (12")	90%
102		QUOTING: MFR: ___Valk Manufacturing Company_____#	
103		DELIVERY ARO: ___30-60_____/DAYS	
104			
105	24	6" top punched 9' regular steel blade, 11 holes (12")	90%
106		QUOTING: MFR: ___Valk Manufacturing Company_____#	
107		DELIVERY ARO: ___30-60_____/DAYS	
108			
109	25	Wing blade, 15 hole, 6" TP RSWB-15	90%
110		QUOTING: MFR: ___Valk Manufacturing Company_____#	
111		DELIVERY ARO: ___30-60_____/DAYS	
112			
113	26	8" center punched 9' regular steel blade, 14 hole	90%
114		QUOTING: MFR: ___Valk Manufacturing Company_____#	
115		DELIVERY ARO: ___30-60_____/DAYS	
116			
117	27	6" top punched 9' regular steel blade, 14 hole	90%
118		QUOTING: MFR: ___Valk Manufacturing Company_____#	90%
119		DELIVERY ARO: ___30-60_____/DAYS	90%
120			90%
121	28	8" top punched 9' regular steel blade, 14 hole	90%
122		QUOTING: MFR: ___Valk Manufacturing Company_____#	
123		DELIVERY ARO: ___30-60_____/DAYS	
124			
125	29	15 hole, 6" TP 10' wing blade	90%
126		QUOTING: MFR: ___Valk Manufacturing Company_____#	
127		DELIVERY ARO: ___30-60_____/DAYS	
128			
129	30	72" Grader blade section, 6"	90%
130		QUOTING: MFR: Valk Manufacturing Company_____#	
131		DELIVERY ARO: ___30-60_____/DAYS	
132			
133	31	72" Grader blade section, 8"	90%
134		QUOTING: MFR: ___Valk Manufacturing Company_____#	

	A	B	C
135		DELIVERY ARO: <u>30-60</u> /DAYS	
136			

	A	B	C
137	32	72" Serrated grader blade section, 6"	90%
138		QUOTING: MFR: __Valk Manufacturing Company_____ #	
139		DELIVERY ARO: __30-60_____/DAYS	
140			
141	33	8" center punched 12' regular steel blade, 18 hole	90%
142		QUOTING: MFR: __Valk Manufacturing Company_____ #	
143		DELIVERY ARO: __30-60_____/DAYS	
144			
145	34	11' Cat 120 grader wing, 6" TP	90%
146		QUOTING: MFR: __Valk Manufacturing Company_____ #	
147		DELIVERY ARO: __30-60_____/DAYS	
148			
149	35	John Deere 544E bucket cutting edge	90%
150		QUOTING: MFR: __Valk Manufacturing Company_____ #	
151		DELIVERY ARO: __30-60_____/DAYS	
152			
153	36	John Deere 544G & H bucket cutting edge set	90%
154		QUOTING: MFR: __Valk Manufacturing Company_____ #	
155		DELIVERY ARO: __30-60_____/DAYS	
156			
157	37	End section only - each	90%
158		QUOTING: MFR: __Valk Manufacturing Company_____ #	
159		DELIVERY ARO: __30-60_____/DAYS	
160			
161	38	John Deere 310 & 410 bucket cutting edge	90%
162		QUOTING: MFR: __Valk Manufacturing Company_____ #	
163		DELIVERY ARO: __30-60_____/DAYS	
164			
165	39	Craig snow bucket edge	90%
166		QUOTING: MFR: __Valk Manufacturing Company_____ #	
167		DELIVERY ARO: __30-60_____/DAYS	
168			
169	40	7-1/2' Fisher plow blade 6" TP (1/2x6x90)	90%
170		QUOTING: MFR: __Valk Manufacturing Company_____ #	
171		DELIVERY ARO: __30-60_____/DAYS	
172			
173	41	6" top punch 8' regular steel blade, 8 hole Fisher Plow	90%
174		QUOTING: MFR: __Valk Manufacturing Company_____ #	
175		DELIVERY ARO: __30-60_____/DAYS	
176			
177	42	120" Viking runway plow section 8" CP	90%
178		QUOTING: MFR: __Valk Manufacturing Company_____ #	
179		DELIVERY ARO: __30-60_____/DAYS	
180			
181	43	40E: 5 holes at 8" center-center starting at 4" from each end, and 2" from top	90%
182		QUOTING: MFR: __Valk Manufacturing Company_____ #	
183		DELIVERY ARO: __60-120_____/DAYS	
184			
185	44	Section 40C: Carbide Blade for 120" blade. 3/4" x 6" x 40" (20 degrees)	90%
186		QUOTING: MFR: __Valk Manufacturing Company_____ #	
187		DELIVERY ARO: __60-120_____/DAYS	
188			
189	STATE	MASSACHUSETTS	
190			
191	1	PLOW BLADE 5/8"x 6" x 144" SHP	90%
192		QUOTING: MFR: __Valk Manufacturing Company_____ #	
193		DELIVERY ARO: __30-60_____/DAYS	
194			
195	2	PLOW BLADE 5/8" x 6" x 168" SHP	90%
196		QUOTING: MFR: __Valk Manufacturing Company_____ #	
197		DELIVERY ARO: __30-60_____/DAYS	
198			
199	3	PLOW BLADE 1/2" x 6" x 132" SHP	90%
200		QUOTING: MFR: __Valk Manufacturing Company_____ #	
201		DELIVERY ARO: __30-60_____/DAYS	
202			
203	4	PLOW BLADE 1/2" x 6" x 120" SHP	90%

	A	B	C
204		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
205		DELIVERY ARO: <u> 30-60 </u> DAYS	
206			
207	5	PLOW BLADE CARBIDE 3/4" x 6" x 3'	90%
208		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
209		DELIVERY ARO: <u> 60-120 </u> /DAYS	
210			
211	6	PLOW BLADE CARBIDE 3/4" x 6" x 4'	90%
212		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
213		DELIVERY ARO: <u> 60-120 </u> /DAYS	
214			
215	7	Carbide Blade 40C - 3/4" x 6" x 40", 25 Degrees	90%
216		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
217		DELIVERY ARO: <u> 90-150 </u> /DAYS	
218			
219	8	Carbide Blade 44C - 3/4" x 6" x 44", 25 Degrees	90%
220		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
221		DELIVERY ARO: <u> 90-150 </u> /DAYS	
222			
223	9	Carbide Blade 44E - 3/4" x 6" x 44", 25 Degrees	90%
224		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
225		DELIVERY ARO: <u> 90-150 </u> /DAYS	
226			
227	10	Carbide Blade 48", 6" top punched, 6 holes, 12" on center holes, 4 footers	90%
228		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
229		DELIVERY ARO: <u> 90-150 </u> /DAYS	
230			
231	11	Carbide Blade 36", 6" top punched, 5 holes, 12" on center holes, 3 footers	90%
232		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
233		DELIVERY ARO: <u> 90-150 </u> /DAYS	
234			
235	12	6" top punched 44" carbide blade, 6 hole	90%
236		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
237		DELIVERY ARO: <u> 90-150 </u> /DAYS	
238			
239	13	6" top punched 44" carbide blade, 5 hole	90%
240		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
241		DELIVERY ARO: <u> 90-150 </u> /DAYS	
242			
243	14	6" top punched 28" carbide blade, 3 hole	90%
244		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
245		DELIVERY ARO: <u> 90-150 </u> /DAYS	
246			
247	15	6" top punched 72" carbide blade, 9 hole	90%
248		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
249		DELIVERY ARO: <u> 90-150 </u> /DAYS	
250			
251		6" top punched 20" carbide blade, 3 hole, right or left	
252			
253	16	Right hand blade	90%
254		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
255		DELIVERY ARO: <u> 90-150 </u> /DAYS	
256			
257	17	Left hand blade	90%
258		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
259		DELIVERY ARO: <u> 90-150 </u> /DAYS	
260			
261	18	6" top punched 48" carbide grader blade, 6 hole	90%
262		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
263		DELIVERY ARO: <u> 90-150 </u> DAYS	
264			
265	19	6" top punched 36" carbide blade, 5 holes (12")	90%
266		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	
267		DELIVERY ARO: <u> 90-150 </u> DAYS	
268			
269	20	6" top punched 48" carbide blade, 6 holes (12")	90%
270		QUOTING: MFR: <u> Valk Manufacturing Company </u> #	

	A	B	C
271		DELIVERY ARO: ___ 90-150 ___ DAYS	
272			
273	21	6" top punched 84" carbide JD grader blade, 15 hole	90%
274		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
275		DELIVERY ARO: ___ 90-150 ___ DAYS	
276			
277	22	8" top punched 60" hardened steel blade, 8 hole	90%
278		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
279		DELIVERY ARO: ___ 30-60 ___ DAYS	
280			
281	23	8" top punched 72" hardened steel blade, 9 hole	90%
282		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
283		DELIVERY ARO: ___ 30-60 ___ DAYS	
284			
285	24	8" top punched 60" harden steel blade, 7 hole (12")	90%
286		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
287		DELIVERY ARO: ___ 30-60 ___ DAYS	
288			
289	25	8" top punched 72" hardened steel blade, 8 hole (12")	90%
290		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
291		DELIVERY ARO: ___ 30-60 ___ DAYS	
292			
293	26	8" top punched 84" hardened steel blade, 15 hole	90%
294		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
295		DELIVERY ARO: ___ 30-60 ___ DAYS	
296			
297	27	8" center punched 11' regular steel blade, 17 hole	90%
298		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
299		DELIVERY ARO: ___ 30-60 ___ DAYS	
300			
301	28	6" top punched 11' regular steel blade, 17 hole	90%
302		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
303		DELIVERY ARO: ___ 30-60 ___ DAYS	
304			
305	29	17 hole, 8" TP, 11' plow blade (5/8x8x132)	90%
306		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
307		DELIVERY ARO: ___ 30-60 ___ DAYS	
308			
309	30	14 hole, 6" TP, 12' plow blade (5/8x6x144)	90%
310		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
311		DELIVERY ARO: ___ 30-60 ___ DAYS	
312			
313	31	6" top punched 11' regular steel blade, 13 hole (12")	90%
314		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
315		DELIVERY ARO: ___ 30-60 ___ DAYS	
316			
317	32	6" top punched 10' regular steel blade, 12 holes (12")	90%
318		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
319		DELIVERY ARO: ___ 30-60 ___ DAYS	
320			
321	33	6" top punched 9' regular steel blade, 11 holes (12")	90%
322		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
323		DELIVERY ARO: ___ 30-60 ___ DAYS	
324			
325	34	Wing blade, 15 hole, 6" TP RSWB-15	90%
326		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
327		DELIVERY ARO: ___ 30-60 ___ DAYS	
328			
329	35	8" center punched 9' regular steel blade, 14 hole	90%
330		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
331		DELIVERY ARO: ___ 30-60 ___ DAYS	
332			
333	36	6" top punched 9' regular steel blade, 14 hole	90%
334		QUOTING: MFR: ___ Valk Manufacturing Company _____ #	
335		DELIVERY ARO: ___ 30-60 ___ DAYS	
336			
337	37	8" top punched 9' regular steel blade, 14 hole	90%

	A	B	C
338		QUOTING: MFR: __Valk Manufacturing Company #	
339		DELIVERY ARO: __30-60__ DAYS	
340			
341	38	15 hole, 6" TP 10' wing blade	90%
342		QUOTING: MFR: __Valk Manufacturing Company #	
343		DELIVERY ARO: __30-60__ DAYS	
344			
345	39	72" Grader blade section, 6"	90%
346		QUOTING: MFR: __Valk Manufacturing Company #	
347		DELIVERY ARO: __30-60__ DAYS	
348			
349	40	72" Grader blade section, 8"	90%
350		QUOTING: MFR: __Valk Manufacturing Company #	
351		DELIVERY ARO: __30-60__ DAYS	
352			
353	41	72" Serrated grader blade section, 6"	90%
354		QUOTING: MFR: __Valk Manufacturing Company #	
355		DELIVERY ARO: __30-60__ DAYS	
356			
357	42	8" center punched 12' regular steel blade, 18 hole	90%
358		QUOTING: MFR: __Valk Manufacturing Company #	
359		DELIVERY ARO: __30-60__ DAYS	
360			
361	43	11' Cat 120 grader wing, 6" TP	90%
362		QUOTING: MFR: __Valk Manufacturing Company #	
363		DELIVERY ARO: __30-60__ DAYS	
364			
365	44	John Deere 544E bucket cutting edge	90%
366		QUOTING: MFR: __Valk Manufacturing Company #	
367		DELIVERY ARO: __30-60__ DAYS	
368			
369	45	John Deere 544G & H bucket cutting edge set	90%
370		QUOTING: MFR: __Valk Manufacturing Company #	
371		DELIVERY ARO: __30-60__ DAYS	
372			
373	46	End section only - each	90%
374		QUOTING: MFR: __Valk Manufacturing Company #	90%
375		DELIVERY ARO: __30-60__ DAYS	90%
376			90%
377	47	John Deere 310 & 410 bucket cutting edge	90%
378		QUOTING: MFR: __Valk Manufacturing Company #	
379		DELIVERY ARO: __30-60__ DAYS	
380			
381	48	Craig snow bucket edge	90%
382		QUOTING: MFR: __Valk Manufacturing Company #	
383		DELIVERY ARO: __30-60__ DAYS	
384			
385	49	7-1/2' Fisher plow blade 6" TP	90%
386		QUOTING: MFR: __Valk Manufacturing Company #	
387		DELIVERY ARO: __30-60__ DAYS	
388			
389	50	6" top punch 8' regular steel blade, 8 hole Fisher Plow	90%
390		QUOTING: MFR: __Valk Manufacturing Company #	
391		DELIVERY ARO: __30-60__ DAYS	
392			
393	51	120" Viking runway plow section 8" CP	90%
394		QUOTING: MFR: __Valk Manufacturing Company #	
395		DELIVERY ARO: __30-60__ DAYS	
396			
397	52	40E: 5 holes at 8" center-center starting at 4" from each end, and 2" from top	90%
398		QUOTING: MFR: __Valk Manufacturing Company #	
399		DELIVERY ARO: __90-150__ DAYS	
400			
401	53	Section 40C: Carbide Blade for 120" blade. 3/4" x 6" x 40" (20 degrees)	90%
402		QUOTING: MFR: __Valk Manufacturing Company #	
403		DELIVERY ARO: __90-150__ DAYS	
404			

	A	B	C
405	54	BLADE-SLUSH CARB 4'	90%
406		QUOTING: MFR: __Valk Manufacturing Company__ #	
407		DELIVERY ARO: __90-150__ /DAYS	
408			
409	55	BLADE-SLUSH CARB 3'	90%
410		QUOTING: MFR: __Valk Manufacturing Company__ #	
411		DELIVERY ARO: __90-150__ /DAYS	
412			
413	56	BLADE-PLOW CARB 3'	90%
414		QUOTING: MFR: __Valk Manufacturing Company__ #	
415		DELIVERY ARO: __90-150__ /DAYS	
416			
417	57	BLADE-PLOW CARB 4'	90%
418		QUOTING: MFR: __Valk Manufacturing Company__ #	
419		DELIVERY ARO: __90-150__ /DAYS	
420			
421	58	BLADE-GRADER 6'; Std. Curved; 3-3-12 punch	90%
422		QUOTING: MFR: __Valk Manufacturing Company__ #	
423		DELIVERY ARO: __30-60__ DAYS	
424			
425	59	BLADE-GRADER SAWTOOTH 6'	90%
426		QUOTING: MFR: __Valk Manufacturing Company__ #	
427		DELIVERY ARO: __30-60__ DAYS	
428			
429	60	BLADE-WING 10' 3-3-12 104 AP	90%
430		QUOTING: MFR: __Valk Manufacturing Company__ #	
431		DELIVERY ARO: __30-60__ DAYS	
432			
433	61	BLADE-WING 11' 3-3-12 102 AP	90%
434		QUOTING: MFR: __Valk Manufacturing Company__ #	
435		DELIVERY ARO: __30-60__ DAYS	
436			
437	62	BLADE-WING 13' 3-3-12 115 AP	90%
438		QUOTING: MFR: __Valk Manufacturing Company__ #	
439		DELIVERY ARO: __30-60__ DAYS	
440			
441	63	BLADE-BUCKET LG CASE 621/621B #L127366	90%
442		QUOTING: MFR: __Valk Manufacturing Company__ #	
443		DELIVERY ARO: __30-60__ DAYS	
444			
445	64	BLADE-BUCKET SM CASE 621/621B #L127367	90%
446		QUOTING: MFR: __Valk Manufacturing Company__ #	
447		DELIVERY ARO: __30-60__ DAYS	
448			
449	65	BLADE-WING EVEREST 1/2X6X9' 3-3-12 107AP	90%
450		QUOTING: MFR: __Valk Manufacturing Company__ #	
451		DELIVERY ARO: __30-60__ DAYS	
452			
453	66	BLADE-WING 12'JD GRADER 3-3-12 113AP	90%
454		QUOTING: MFR: __Valk Manufacturing Company__ #	
455		DELIVERY ARO: __30-60__ DAYS	
456			
457	67	BLADE-BUCKET CASE 580L/SL 10H #112946A1	90%
458		QUOTING: MFR: __Valk Manufacturing Company__ #	
459		DELIVERY ARO: __30-60__ DAYS	
460			
461	68	BLADE-BUCKET CASE 580SM #185506A1	90%
462		QUOTING: MFR: __Valk Manufacturing Company__ #	
463		DELIVERY ARO: __30-60__ DAYS	
464			
465	69	John Deere Loader 444 Ends T146673	90%
466		QUOTING: MFR: __Valk Manufacturing Company__ #	
467		DELIVERY ARO: __30-60__ DAYS	
468			
469	70	John Deere Loader 444 Centers T157311	90%
470		QUOTING: MFR: __Valk Manufacturing Company__ #	
471		DELIVERY ARO: __30-60__ DAYS	

	A	B	C
472			
473	STATE	MAINE	
474			
475	1	Carbide Blade 28C - 3/4" x 6" x 28", 25 Degrees	90%
476		QUOTING: MFR: __Valk Manufacturing Company__ #	
477		DELIVERY ARO: _____60-120_____/DAYS	
478			
479	2	Carbide Blade 40C - 3/4" x 6" x 40", 25 Degrees	90%
480		QUOTING: MFR: __Valk Manufacturing Company__ #	
481		DELIVERY ARO: _____60-120_____/DAYS	
482			
483	3	Carbide Blade 44C - 3/4" x 6" x 44", 25 Degrees	90%
484		QUOTING: MFR: __Valk Manufacturing Company__ #	
485		DELIVERY ARO: _____60-120_____/DAYS	
486			
487	4	Carbide Blade 44E - 3/4" x 6" x 44", 25 Degrees	90%
488		QUOTING: MFR: __Valk Manufacturing Company__ #	
489		DELIVERY ARO: _____60-120_____/DAYS	
490			
491	5	Carbide Blade 48", 6" top punched, 6 holes, 12" on center holes, 4 footers	90%
492		QUOTING: MFR: __Valk Manufacturing Company__ #	
493		DELIVERY ARO: _____60-120_____/DAYS	
494			
495	6	Carbide Blade 36", 6" top punched, 5 holes, 12" on center holes, 3 footers	90%
496		QUOTING: MFR: __Valk Manufacturing Company__ #	
497		DELIVERY ARO: _____60-120_____/DAYS	
498			
499	7	6" top punched 44" carbide blade, 6 hole	90%
500		QUOTING: MFR: __Valk Manufacturing Company__ #	
501		DELIVERY ARO: _____60-120_____/DAYS	
502			
503	8	6" top punched 44" carbide blade, 5 hole	90%
504		QUOTING: MFR: __Valk Manufacturing Company__ #	
505		DELIVERY ARO: _____60-120_____/DAYS	
506			
507	9	6" top punched 28" carbide blade, 3 hole	90%
508		QUOTING: MFR: __Valk Manufacturing Company__ #	
509		DELIVERY ARO: _____60-120_____/DAYS	
510			
511	10	6" top punched 72" carbide blade, 9 hole	90%
512		QUOTING: MFR: __Valk Manufacturing Company__ #	
513		DELIVERY ARO: _____60-120_____/DAYS	
514			
515		6" top punched 20" carbide blade, 3 hole, right or left	
516			
517	11	Right hand blade	90%
518		QUOTING: MFR: __Valk Manufacturing Company__ #	
519		DELIVERY ARO: _____60-120_____/DAYS	
520			
521	12	Left hand blade	90%
522		QUOTING: MFR: __Valk Manufacturing Company__ #	
523		DELIVERY ARO: _____60-120_____/DAYS	
524			
525	13	6" top punched 48" carbide grader blade, 6 hole	90%
526		QUOTING: MFR: __Valk Manufacturing Company__ #	
527		DELIVERY ARO: _____60-120_____/DAYS	
528			
529	14	6" top punched 36" carbide blade, 5 holes (12")	90%
530		QUOTING: MFR: __Valk Manufacturing Company__ #	
531		DELIVERY ARO: _____60-120_____/DAYS	
532			
533	15	6" top punched 48" carbide blade, 6 holes (12")	90%
534		QUOTING: MFR: __Valk Manufacturing Company__ #	
535		DELIVERY ARO: _____60-120_____/DAYS	
536			
537	16	6" top punched 84" carbide JD grader blade, 15 hole	90%
538		QUOTING: MFR: __Valk Manufacturing Company__ #	

	A	B	C
539		DELIVERY ARO: _____ 60-120 _____ /DAYS	
540			
541	17	8" top punched 60" hardened steel blade, 8 hole	90%
542		QUOTING: MFR: __Valk Manufacturing Company_____ #	
543		DELIVERY ARO: _____ 30-60 _____ DAYS	
544			
545	18	8" top punched 72" hardened steel blade, 9 hole	90%
546		QUOTING: MFR: __Valk Manufacturing Company_____ #	
547		DELIVERY ARO: _____ 30-60 _____ DAYS	
548			
549	19	8" top punched 60" harden steel blade, 7 hole (12")	90%
550		QUOTING: MFR: __Valk Manufacturing Company_____ #	
551		DELIVERY ARO: _____ 30-60 _____ DAYS	
552			
553	20	8" top punched 72" hardened steel blade, 8 hole (12")	90%
554		QUOTING: MFR: __Valk Manufacturing Company_____ #	
555		DELIVERY ARO: _____ 30-60 _____ DAYS	
556			
557	21	8" top punched 84" hardened steel blade, 15 hole	90%
558		QUOTING: MFR: __Valk Manufacturing Company_____ #	
559		DELIVERY ARO: _____ 30-60 _____ DAYS	
560			
561	22	8" center punched 11' regular steel blade, 17 hole	90%
562		QUOTING: MFR: __Valk Manufacturing Company_____ #	
563		DELIVERY ARO: _____ 30-60 _____ DAYS	
564			
565	23	6" top punched 11' regular steel blade, 17 hole	90%
566		QUOTING: MFR: __Valk Manufacturing Company_____ #	
567		DELIVERY ARO: _____ 30-60 _____ DAYS	
568			
569	24	17 hole, 8" TP, 11' plow blade	90%
570		QUOTING: MFR: __Valk Manufacturing Company_____ #	
571		DELIVERY ARO: _____ 30-60 _____ DAYS	
572			
573	25	14 hole, 6" TP, 12' plow blade	90%
574		QUOTING: MFR: __Valk Manufacturing Company_____ #	
575		DELIVERY ARO: _____ 30-60 _____ DAYS	
576			
577	26	6" top punched 11' regular steel blade, 13 hole (12")	90%
578		QUOTING: MFR: __Valk Manufacturing Company_____ #	
579		DELIVERY ARO: _____ 30-60 _____ DAYS	
580			
581	27	6" top punched 10' regular steel blade, 12 holes (12")	90%
582		QUOTING: MFR: __Valk Manufacturing Company_____ #	
583		DELIVERY ARO: _____ 30-60 _____ DAYS	
584			
585	28	6" top punched 9' regular steel blade, 11 holes (12")	90%
586		QUOTING: MFR: __Valk Manufacturing Company_____ #	
587		DELIVERY ARO: _____ 30-60 _____ DAYS	
588			
589	29	Wing blade, 15 hole, 6" TP RSWB-15	90%
590		QUOTING: MFR: __Valk Manufacturing Company_____ #	
591		DELIVERY ARO: _____ 30-60 _____ DAYS	
592			
593	30	8" center punched 9' regular steel blade, 14 hole	90%
594		QUOTING: MFR: __Valk Manufacturing Company_____ #	
595		DELIVERY ARO: _____ 30-60 _____ DAYS	
596			
597	31	6" top punched 9' regular steel blade, 14 hole	90%
598		QUOTING: MFR: __Valk Manufacturing Company_____ #	
599		DELIVERY ARO: _____ 30-60 _____ DAYS	
600			
601	32	8" top punched 9' regular steel blade, 14 hole	90%
602		QUOTING: MFR: __Valk Manufacturing Company_____ #	
603		DELIVERY ARO: _____ 30-60 _____ DAYS	
604			
605	33	15 hole, 6" TP 10' wing blade	90%

	A	B	C
606		QUOTING: MFR: __Valk Manufacturing Company_____ #	
607		DELIVERY ARO: ____30-60__ DAYS	
608			
609	34	72" Grader blade section, 6"	90%
610		QUOTING: MFR: __Valk Manufacturing Company_____ #	
611		DELIVERY ARO: ____30-60__ DAYS	
612			
613	35	72" Grader blade section, 8"	90%
614		QUOTING: MFR: __Valk Manufacturing Company_____ #	
615		DELIVERY ARO: ____30-60__ DAYS	
616			
617	36	72" Serrated grader blade section, 6"	90%
618		QUOTING: MFR: __Valk Manufacturing Company_____ #	
619		DELIVERY ARO: ____30-60__ DAYS	
620			
621	37	8" center punched 12' regular steel blade, 18 hole	90%
622		QUOTING: MFR: __Valk Manufacturing Company_____ #	
623		DELIVERY ARO: ____30-60__ DAYS	
624			
625	38	11' Cat 120 grader wing, 6" TP	90%
626		QUOTING: MFR: __Valk Manufacturing Company_____ #	
627		DELIVERY ARO: ____30-60__ DAYS	
628			
629	39	John Deere 544E bucket cutting edge	90%
630		QUOTING: MFR: __Valk Manufacturing Company_____ #	
631		DELIVERY ARO: ____30-60__ DAYS	
632			
633	40	John Deere 544G & H bucket cutting edge set	90%
634		QUOTING: MFR: __Valk Manufacturing Company_____ #	
635		DELIVERY ARO: ____30-60__ DAYS	
636			
637	41	End section only - each	90%
638		QUOTING: MFR: __Valk Manufacturing Company_____ #	
639		DELIVERY ARO: ____30-60__ DAYS	
640			
641	42	John Deere 310 & 410 bucket cutting edge	90%
642		QUOTING: MFR: __Valk Manufacturing Company_____ #	
643		DELIVERY ARO: ____30-60__ DAYS	
644			
645	43	Craig snow bucket edge	90%
646		QUOTING: MFR: __Valk Manufacturing Company_____ #	
647		DELIVERY ARO: ____30-60__ DAYS	
648			
649	44	7-1/2' Fisher plow blade 6" TP	90%
650		QUOTING: MFR: __Valk Manufacturing Company_____ #	
651		DELIVERY ARO: ____30-60_____/DAYS	
652			
653	45	6" top punch 8' regular steel blade, 8 hole Fisher Plow	90%
654		QUOTING: MFR: __Valk Manufacturing Company_____ #	
655		DELIVERY ARO: ____30-60_____/DAYS	
656			
657	46	120" Viking runway plow section 8" CP	90%
658		QUOTING: MFR: __Valk Manufacturing Company_____ #	
659		DELIVERY ARO: ____30-60__ DAYS	
660			
661		Curb runners & nose piece)	
662			
663	47	BLADE-SLUSH CARB 4'	90%
664		_Valk Manufacturing Company_	
665		DELIVERY ARO: ____60-120_____/DAYS	
666			
667	48	BLADE-SLUSH CARB 3'	90%
668		_Valk Manufacturing Company_	
669		DELIVERY ARO: ____60-120_____/DAYS	
670			
671	49	BLADE-PLOW CARB 3'	90%
672		_Valk Manufacturing Company_	

	A	B	C
673		DELIVERY ARO: 60-120 /DAYS	
674			
675	50	BLADE-PLOW CARB 4'	90%
676		QUOTING: MFR: Valk Manufacturing Company #	
677		DELIVERY ARO: 60-120 /DAYS	
678			
679	51	BLADE-GRADER 6'; Std. Curved; 3-3-12 punch	90%
680		QUOTING: MFR: Valk Manufacturing Company #	
681		DELIVERY ARO: 30-60 /DAYS	
682			
683	52	BLADE-GRADER SAWTOOTH 6'	90%
684		QUOTING: MFR: Valk Manufacturing Company #	
685		DELIVERY ARO: 30-60 DAYS	
686			
687	53	BLADE-WING 10' 3-3-12 104 AP	90%
688		QUOTING: MFR: Valk Manufacturing Company #	
689		DELIVERY ARO: 30-60 DAYS	
690			
691	54	BLADE-WING 11' 3-3-12 102 AP	90%
692		QUOTING: MFR: Valk Manufacturing Company #	
693		DELIVERY ARO: 30-60 DAYS	
694			
695	55	BLADE-WING 13' 3-3-12 115 AP	90%
696		QUOTING: MFR: Valk Manufacturing Company #	
697		DELIVERY ARO: 30-60 DAYS	
698			
699	56	BLADE-BUCKET LG CASE 621/621B #L127366	90%
700		QUOTING: MFR: Valk Manufacturing Company #	
701		DELIVERY ARO: 30-60 DAYS	
702			
703	57	BLADE-BUCKET SM CASE 621/621B #L127367	90%
704		QUOTING: MFR: Valk Manufacturing Company #	
705		DELIVERY ARO: 30-60 DAYS	
706			
707	58	BLADE-WING EVEREST 1/2X6X9' 3-3-12 107AP	90%
708		Valk Manufacturing Company	
709		QUOTING: MFR: Valk Manufacturing Company #	
710		DELIVERY ARO: 30-60 DAYS	
711	59	BLADE-WING 12'JD GRADER 3-3-12 113AP	90%
712		QUOTING: MFR: Valk Manufacturing Company #	
713		DELIVERY ARO: 30-60 DAYS	
714			
715	60	BLADE-BUCKET CASE 580L/SL 10H #112946A1	90%
716		QUOTING: MFR: Valk Manufacturing Company #	
717		DELIVERY ARO: 30-60 DAYS	
718			
719	61	BLADE-BUCKET CASE 580SM #185506A1	90%
720		QUOTING: MFR: Valk Manufacturing Company #	
721		DELIVERY ARO: 30-60 DAYS	
722			
723	62	John Deere Loader 444 Ends T146673	90%
724		QUOTING: MFR: Valk Manufacturing Company #	
725		DELIVERY ARO: 30-60 DAYS	
726			
727	63	John Deere Loader 444 Centers T157311	90%
728		QUOTING: MFR: Valk Manufacturing Company #	
729		DELIVERY ARO: 30-60 DAYS	
730			
731	STATE	CONNECTICUT	
732			
733	1	Top Punch, 11' – 312-02-0045	90%
734		QUOTING: MFR: Valk Manufacturing Company #	
735		DELIVERY ARO: 30-60 /DAYS	
736			
737	2	Top Punch, 11', AASHTO, (f/Viking Bottom Trip Plow) 312-02-0097	90%
738		QUOTING: MFR: Valk Manufacturing Company #	
739		DELIVERY ARO: 30-60 /DAYS	

	A	B	C
740			
741	3	Top Punch, 11', (f/newer front mount wing plow)	90%
742		QUOTING: MFR: ___ Valk Manufacturing Company #	
743		DELIVERY ARO: ___ 30-60 ___ /DAYS	
744			
745	4	Top Punch, 10', (f/mid mount retro fit plow)	90%
746		QUOTING: MFR: ___ Valk Manufacturing Company #	
747		DELIVERY ARO: ___ 30-60 ___ /DAYS	
748			
749	5	Hardened (sets) – 312-02-0050	90%
750		QUOTING: MFR: ___ Valk Manufacturing Company #	
751		DELIVERY ARO: ___ 30-60 ___ /DAYS	
752			
753	6	Blade 8' (Fisher Plow)- 312-02-0065	90%
754		QUOTING: MFR: ___ Valk Manufacturing Company #	
755		DELIVERY ARO: ___ 30-60 ___ /DAYS	
756			
757	7	Grader 6' (saw) – 312-02-0008	90%
758		QUOTING: MFR: ___ Valk Manufacturing	
759		DELIVERY ARO: ___ 30-60 ___ /DAYS	
760			
761	8	Payloader (John Deere 444 & D) – 312-02-0053	90%
762		QUOTING: MFR: ___ Valk Manufacturing Company #	
763		DELIVERY ARO: ___ 30-60 ___ DAYS	
764			
765	9	Payloader (John Deere 544E & G) – 312-02-0073	90%
766		QUOTING: MFR: ___ Valk Manufacturing Company #	
767		DELIVERY ARO: ___ 30-60 ___ DAYS	
768			
769	10	Payloader (John Deere 444H) One piece 312-02-0084	90%
770		QUOTING: MFR: ___ Valk Manufacturing Company #	
771		DELIVERY ARO: ___ 30-60 ___ DAYS	
772			
773	11	Outside piece – (f/02 Volvo & Cat also) 312-02-0091	90%
774		QUOTING: MFR: ___ Valk Manufacturing Company #	
775		DELIVERY ARO: ___ 30-60 ___ DAYS	
776			
777	12	Center piece – JD Bucket Only 312-02-0092	90%
778		QUOTING: MFR: ___ Valk Manufacturing Company #	
779		DELIVERY ARO: ___ 30-60 ___ DAYS	
780			
781	13	Payloader (VME Model L70C – Center Piece, Volvo Bucket) 312-02-0077	90%
782		QUOTING: MFR: ___ Valk Manufacturing Company #	
783		DELIVERY ARO: ___ 30-60 ___ DAYS	
784			
785	14	Payloader (VME Model L70C – End Piece, Volvo Bucket) 312-02-0078	90%
786		QUOTING: MFR: ___ Valk Manufacturing Company #	
787		DELIVERY ARO: ___ 30-60 ___ DAYS	
788			
789	15	Payloader (Multi-piece, f/02 Volvo or Cat loader with JRB Bucket, Center piece) 312-02-0101	90%
790		QUOTING: MFR: ___ Valk Manufacturing Company #	
791		DELIVERY ARO: ___ 30-60 ___ DAYS	
792			
793	16	Backhoe (John Deere 310C) -312-02-0074	90%
794		QUOTING: MFR: ___ Valk Manufacturing Company #	
795		DELIVERY ARO: ___ 30-60 ___ DAYS	
796			
797	17	Backhoe (John Deere 710D) -312-02-0075	90%
798		QUOTING: MFR: ___ Valk Manufacturing Company #	
799		DELIVERY ARO: ___ 30-60 ___ DAYS	
800			
801	18	Backhoe (Volvo BL70) -	90%
802		QUOTING: MFR: ___ Valk Manufacturing Company #	
803		DELIVERY ARO: ___ 30-60 ___ DAYS	
804			
805	19	Bobcat Compact Loader T300	90%
806		QUOTING: MFR: ___ Valk Manufacturing Company #	

A	B	C
807	DELIVERY ARO: 30-60 DAYS	
808		
809	20 Bobcat Compact Loader T110	90%
810	QUOTING: MFR: Valk Manufacturing Company #	
811	DELIVERY ARO: 30-60 DAYS	
812		Content
813	STATE UTAH	
814		
815	1 4' Tungsten Carbide Insert Rigid Blade	90%
816	QUOTING: MFR: Valk Manufacturing #	
817	DELIVERY ARO: 90-150 /DAYS	
818		
819	2 4' Articulated Tungsten Carbide Blades	90%
820	QUOTING: MFR: Valk Manufacturing #	
821	DELIVERY ARO: 90-150 /DAYS	
822		
823	3 4' Plain steel cover blades	90%
824	QUOTING: MFR: Valk Manufacturing #	
825	DELIVERY ARO: 90-150 /DAYS	
826		
827		
828		
829	STATE COLORADO	
830		
831	1 BLADE, BUL NSE, 3/4X8X7",5/8" HOLES,STRT	90%
832	QUOTING: MFR: Valk Manufacturing Company #	
833	DELIVERY ARO: 30-60 /DAYS	
834		
835	2 BLADE, GRADER CURVE 1"x 8" x 7'	90%
836	QUOTING: MFR: Valk Manufacturing Company #	
837	DELIVERY ARO: 30-60 /DAYS	
838		
839	3 BLADE, GRADER CURVE 3/4"x8"x7'	90%
840	QUOTING: MFR: Valk Manufacturing Company #	
841	DELIVERY ARO: 30-60 /DAYS	
842		
843	4 BLADE, GRADER CURVE 5/8"x8"x6'	90%
844	QUOTING: MFR: Valk Manufacturing Company #	
845	DELIVERY ARO: 30-60 /DAYS	
846		
847	5 BLADE, GRADER CURVED, 3/4"x7' 3/4" HOLE	90%
848	QUOTING: MFR: Valk Manufacturing Company #	
849	DELIVERY ARO: 30-60 /DAYS	
850		
851	6 BLADE, GRDR CRVD 5/8"x8"x7',5/8"BLT HOLE	90%
852	QUOTING: MFR: Valk Manufacturing Company #	
853	DELIVERY ARO: 30-60 /DAYS	
854		
855	7 BLADE, GRDR-LDR FLAT 3/4"x 8"x 6' 4T3007	90%
856	QUOTING: MFR: Valk Manufacturing Company #	
857	DELIVERY ARO: 30-60 /DAYS	
858		
859	8 BLADE, PLOW,JD410G,3/4X8X92-3/8",#T84194	90%
860	QUOTING: MFR: Valk Manufacturing Company #	
861	DELIVERY ARO: 30-60 /DAYS	
862		
863		
864	9 BLADE, SNOWPLOW CARB 3/4"x6"x3'	90%
865	QUOTING: MFR: Valk Manufacturing Company #	
866	DELIVERY ARO: 90-150 /DAYS	
867		
868	10 BLADE, SNOWPLOW CARB 3/4"x6"x4'	90%
869	QUOTING: MFR: Valk Manufacturing Company #	
870	DELIVERY ARO: 90-150 /DAYS	
871		

	A	B	C
872	11	BLADE, SNOWPLOW CARB 3/4"X6"X5'	90%
873		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
874		DELIVERY ARO: <u> </u> 90-150 <u> </u> /DAYS	
875			
876	12	BLADE, SNOWPLOW CARB 3/4"X6"X6'	90%
877		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
878		DELIVERY ARO: <u> </u> 90-150 <u> </u> /DAYS	
879			
880	13	BLADE, SNOWPLOW HEAT TREAT 3/4"X6"X4'	90%
881		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
882		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
883			
884	14	BLADE, SNOWPLOW HEAT TREAT 3/4"X6"X5'	90%
885		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
886		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
887			
888	15	BLADE, SNOWPLOW HEAT TREAT 3/4"X6"X6'	90%
889		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
890		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
891			
892	16	BLADE, SNOWPLOW HEAT TREAT 3/4"X6"X9'	90%
893		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
894		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
895			
896	17	BLADE, SNOWPLOW HEAT TREAT 3/4"X8"X6'	90%
897		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
898		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
899			
900	18	BLADE, SNOWPLOW HEAT TREAT 3/4"X8"X9'	90%
901		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
902		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
903			
904	19	BLADE, V SNOWPLOW, BOSS 10' COMPLETE,TXT	90%
905		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
906		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
907			Post Consum
908			Content
909	STATE	IDAHO	
910			
911	1	Tungsten Carbid Tipped edge - 5" x 3/4" x 4" Long	90%
912		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
913		DELIVERY ARO: <u> </u> 60-120 <u> </u> /DAYS	
914			
915	2	Tungsten Carbid Tipped edge - 5" x 3/4" x 3" Long	90%
916		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
917		DELIVERY ARO: <u> </u> 60-120 <u> </u> /DAYS	
918			
919	3	Tungsten Carbid Tipped edge - 6" x 3/4" x 4" Long	90%
920		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
921		DELIVERY ARO: <u> </u> 60-120 <u> </u> /DAYS	
922			
923	4	Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long	90%
924		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
925		DELIVERY ARO: <u> </u> 60-120 <u> </u> /DAYS	
926			
927			
928	STATE	NEW YORK	Post Consum
929		DESCRIPTION	Content
930		BLADES	
931			
932	1	TYPE OF STEEL SAE 1080 (AISI - 1080)	90%
933		Grader Blade 3/4" x 8" x 72"	
934		QUOTING: MFR: <u> </u> Valk Manufacturing Company #	
935		DELIVERY ARO: <u> </u> 30-60 <u> </u> /DAYS	
936			
937	2	Snow Plow 1/2" x 8" x 132"	

	A	B	C
1005			
1006			
1007			
1008		Any	
1009	State:	OTHER BLADES OR BLADE SYSTEMS	
1010			
1011	1	6' Plain steel cover blades	90%
1012		QUOTING: MFR: _____ Valk Manufacturing _____ # _____	
1013		DELIVERY ARO: _____ 30-60 _____ /DAYS	
1014			
1015			
1016			

**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)