STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Vermont Correctional Industries, with a principal place of business in Waterbury, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016, Contract # 30918, as amended to date, (the “Contract”) is hereby amended as follows:

I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from February 28, 2022 to February 28, 2023

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

Pricing, as of and after the date of this amendment, shall be as follows:

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>NEW PRICE LIST</th>
<th>2/24/2022</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 X 12</td>
<td>$16.37</td>
<td>$18.27</td>
</tr>
<tr>
<td>2</td>
<td>18 X 18</td>
<td>$26.00</td>
<td>$33.82</td>
</tr>
<tr>
<td>3</td>
<td>21 X 15</td>
<td>$23.40</td>
<td>$32.87</td>
</tr>
<tr>
<td>4</td>
<td>24 X 8</td>
<td>$14.27</td>
<td>$20.04</td>
</tr>
<tr>
<td>5</td>
<td>24 X 10</td>
<td>$18.93</td>
<td>$25.05</td>
</tr>
<tr>
<td>6</td>
<td>24 X 12</td>
<td>$21.40</td>
<td>$30.06</td>
</tr>
<tr>
<td>7</td>
<td>24 X 18</td>
<td>$32.10</td>
<td>$45.09</td>
</tr>
<tr>
<td>8</td>
<td>24 X 24</td>
<td>$42.80</td>
<td>$60.11</td>
</tr>
<tr>
<td>9</td>
<td>24 X 30</td>
<td>$53.51</td>
<td>$75.14</td>
</tr>
<tr>
<td>10</td>
<td>30 X 15</td>
<td>$33.44</td>
<td>$46.96</td>
</tr>
<tr>
<td>11</td>
<td>30 X 18</td>
<td>$39.86</td>
<td>$56.36</td>
</tr>
<tr>
<td>12</td>
<td>30 X 30</td>
<td>$66.88</td>
<td>$93.94</td>
</tr>
<tr>
<td>13</td>
<td>30 X 36</td>
<td>$80.25</td>
<td>$112.71</td>
</tr>
<tr>
<td>14</td>
<td>30 X 42</td>
<td>$88.33</td>
<td>$124.06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>0.1</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>36 X 12</td>
<td>$34.43</td>
<td>$45.09</td>
</tr>
<tr>
<td>16</td>
<td>36 X 15</td>
<td>$38.54</td>
<td>$53.17</td>
</tr>
<tr>
<td>17</td>
<td>36 X 18</td>
<td>$48.10</td>
<td>$63.80</td>
</tr>
<tr>
<td>18</td>
<td>36 X 24</td>
<td>$61.66</td>
<td>$85.07</td>
</tr>
<tr>
<td>19</td>
<td>36 X 36</td>
<td>$93.46</td>
<td>$135.26</td>
</tr>
<tr>
<td>20</td>
<td>36 X 42</td>
<td>$114.84</td>
<td>$166.71</td>
</tr>
<tr>
<td>21</td>
<td>36 X 48</td>
<td>$126.63</td>
<td>$170.13</td>
</tr>
<tr>
<td>22</td>
<td>36 X 54</td>
<td>$147.04</td>
<td>$202.87</td>
</tr>
<tr>
<td></td>
<td>0.125 Logo Boards</td>
<td>Price for Type III or Type IV</td>
<td>Price for Type VII, VIII, or IX</td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
<td>--------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>35</td>
<td>36 X 8</td>
<td>$44.58</td>
<td>$59.96</td>
</tr>
<tr>
<td>36</td>
<td>72 X 16</td>
<td>$96.36</td>
<td>$121.37</td>
</tr>
<tr>
<td>37</td>
<td>74 3/4 X 16</td>
<td>$103.75</td>
<td>$130.72</td>
</tr>
</tbody>
</table>

### Type B Signs (Extruded Aluminum Panels)

<table>
<thead>
<tr>
<th></th>
<th>Proposed Price per SQ. ft for Type IV</th>
<th>Proposed Price per SQ. ft for Type IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>See Note</td>
<td>See Note</td>
</tr>
</tbody>
</table>

VCI will QUOTE Type B signs as needed, VCI does not stock Extruded aluminum panels

---

**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](http://bgs.vermont.gov/purchasing-contracting/debarment)

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

<table>
<thead>
<tr>
<th>STATE OF VERMONT</th>
<th>VERMONT CORRECTIONAL INDUSTRIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td>Jennifer M.V. Fitch</td>
<td>______________________________</td>
</tr>
</tbody>
</table>
| Commissioner - Buildings and General Services | Title: ___________________
| **Title:** Commissioner - Buildings and General Services | **Title:** ___________________
| **Date:**         | **Date:**                         |
| __________________ | _______________________________ |
STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and Vermont Correctional Industries, with a principal place of business in Waterbury, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016, Contract # 30918, as amended to date, (the “Contract”) is hereby amended as follows:

**Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $549,174.41 to $700,000.00, representing an increase of $150,825.59.

I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from February 28, 2021 to February 28, 2022.

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

Pricing, as of and after the date of this amendment, shall be as follows:

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>2021 PRICE LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.080”</td>
</tr>
<tr>
<td></td>
<td>Price for Type III or Type IV</td>
</tr>
<tr>
<td>1</td>
<td>12 X 12</td>
</tr>
<tr>
<td>2</td>
<td>18 X 18</td>
</tr>
<tr>
<td>3</td>
<td>21 X 15</td>
</tr>
<tr>
<td>4</td>
<td>24 X 8</td>
</tr>
<tr>
<td>5</td>
<td>24 X 10</td>
</tr>
<tr>
<td>6</td>
<td>24 X 12</td>
</tr>
<tr>
<td>7</td>
<td>24 X 18</td>
</tr>
<tr>
<td>8</td>
<td>24 X 24</td>
</tr>
<tr>
<td>9</td>
<td>24 X 30</td>
</tr>
<tr>
<td>10</td>
<td>30 X 15</td>
</tr>
<tr>
<td>11</td>
<td>30 X 18</td>
</tr>
<tr>
<td>12</td>
<td>30 X 30</td>
</tr>
<tr>
<td>13</td>
<td>30 X 36</td>
</tr>
<tr>
<td>14</td>
<td>30 X 42</td>
</tr>
<tr>
<td>15</td>
<td>36 X 12</td>
</tr>
<tr>
<td>16</td>
<td>36 X 15</td>
</tr>
<tr>
<td>17</td>
<td>36 X 18</td>
</tr>
<tr>
<td>18</td>
<td>36 X 24</td>
</tr>
<tr>
<td>19</td>
<td>36 X 36</td>
</tr>
<tr>
<td>20</td>
<td>36 X 42</td>
</tr>
<tr>
<td>21</td>
<td>36 X 48</td>
</tr>
<tr>
<td>22</td>
<td>36 X 54</td>
</tr>
</tbody>
</table>

Revision Date: 05/30/2019
### Price List

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>4 x 4</td>
<td>$3.85</td>
<td>$4.70</td>
</tr>
<tr>
<td>33</td>
<td>6 x 8</td>
<td>$4.55</td>
<td>$5.55</td>
</tr>
<tr>
<td>34</td>
<td>6 x 10</td>
<td>$6.38</td>
<td>$7.81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>0.125 Logo Boards</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>36 X 8</td>
<td>$42.06</td>
</tr>
<tr>
<td>36</td>
<td>72 X 16</td>
<td>$90.91</td>
</tr>
<tr>
<td>37</td>
<td>74 3/4 X 16</td>
<td>$97.88</td>
</tr>
</tbody>
</table>

### Type B Signs (Extruded Aluminum Panels)

<table>
<thead>
<tr>
<th></th>
<th>Proposed Price per SQ. ft for Type IV</th>
<th>Proposed Price per SQ. ft for Type IX</th>
<th>NOTE: Quoted price at time of request</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>See Note</td>
<td>See Note</td>
<td></td>
</tr>
</tbody>
</table>

**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](http://bgs.vermont.gov/purchasing-contracting/debarment)

This document consists of 3 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]
The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT
By: __________________________
Name: Jennifer Fitch
Title: Commissioner - Buildings and General Services
Date: ________________________

VERMONT CORRECTIONAL INDUSTRIES
By: __________________________
Name: _________________________
Title: _________________________
Date: _________________________
 contract agreement made between the state of Vermont and Vermont Correctional Industries, with a principal place of business in Waterbury VT.

The main points of the amendment include:

1. **Taxes Due to the State**: The contractor certifies they are in good standing with respect to taxes due the State of Vermont.
2. **Child Support**: The contractor is not under any obligation to pay child support.
3. **Certification Regarding Suspension or Debarment**: The contractor certifies they are not debarred, suspended, or excluded.

The amendment is effective as of the date it is signed and is subject to the existing contract terms. Any changes made by this amendment are reflected in the text above.

Revision Date: 05/30/2019
The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT
By: __________________________
Name: Jennifer Fitch
Title: Acting Commissioner
Date: _______________________

Vermont Correctional Industries Vermont
By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________
BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1 These terms, developed by the Vermont Attorney General’s Office, are to be included, without any changes, in all contracts, and any amendments to contracts, intended or expected to be used in connection with the State of Vermont’s response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR ANY TRANSACTIONS, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.
1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States’ review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

**TERMINATION FOR CONVENIENCE**

1. General
   a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
   b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
   c. No compensation will be allowed for items eliminated from the Contract.
   d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor’s Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations
   After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
   a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
   b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
   c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
   d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
   e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
   f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor
   After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation
   Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor’s claim and will not be considered, allowed, or included as part of any settlement.
1 3482  HIGHWAY SIGNS, ALUMINUM WITH ENGINEER GRADE REFLECTIVE SHEETING.  

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL OR FAX ORDERS ARE GIVEN, A PURCHASE ORDER MUST BE ISSUED BEFORE PAYMENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT. QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

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

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

SPECIAL PROVISIONS: THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT 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.

SIGN MATERIALS AND FABRICATION ARE TO BE IN ACCORDANCE WITH SECTION 675 - TRAFFIC SIGNS AND DIVISION 700 - MATERIALS OF THE 2011 VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. SIGNS SHALL CONFORM WITH AOT E-SERIES AND T-SERIES STANDARD SHEETS. SIGN FACES ARE TO COMPLY WITH THE FHWA STANDARD HIGHWAYS SIGNS GUIDELINES.*

A. ITEMS RECEIVED UNDER THIS CONTRACT SHALL MEET ALL CURRENT REQUIREMENTS OF:
I. FHWA STANDARD HIGHWAY SIGNS 2004 EDITION AND 2012 SUPPLEMENT;
HTTP://MUTCD.FHWA.DOT.GOV/SER-SHS_MILLENNIUM.HTM
II. VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION 2011 AND UPDATES (SECTIONS 675 AND 700 SPECIFICALLY):
HTTP://VTRANSCONTRACTS.VERMONT.GOV/CONSTRUCTION-CONTRACTING/2011-STANDARD-SPECIFICATIONS.
B. THEY SHALL ALSO MEET THE VTRANS STANDARD DRAWINGS, E-SERIES AND T-SERIES;
HTTP://VTRANS CADHELP.VERMONT.GOV/DOWNLOADS/STANDARDS.
C. SPECIAL SIZE SIGNS SHALL BE PRICED PER SQUARE FOOT, BASED ON FACING TYPE AND TYPE/THICKNESS OF SIGN BACKING.
D. SHEETING SHALL BE PER ASTM STANDARD D 4956-01. TYPES TYPICALLY REQUIRED FOR AOT UNDER THIS CONTRACT ARE:
TYPE III, IV, VII, VIII, AND TYPE IX.
E. SIGN MEASUREMENTS SHALL CONSISTENTLY BE EXPRESSED AS: WIDTH BY HEIGHT BY THICKNESS (W X H X TH).
F. SIGN BACKING MATERIAL:
I. ALUMINUM TYPE A SIGN THICKNESS SHALL BE 0.063", 0.080", 0.100", OR 0.125".
II. HIGH DENSITY PLYWOOD SIGN THICKNESS SHALL BE 5/8" OR >".

G. ANY CHANGES TO THIS CONTRACT WILL BE DONE BY CHANGE ORDER BY PURCHASING AND CONTRACT ADMINISTRATION.

1) ORDERING
A. ORDERS MAY BE PLACED BY FAX (OR EMAIL) FROM THE TRAFFIC SHOP OFFICE OR THE OFFICIAL BUSINESS DIRECTIONAL SIGN (OBDS) PROGRAM OFFICE TO THE VENDOR. SEE SAMPLE OF TRAFFIC SHOP MATERIALS REPORT ATTACHED.
B. THE VENDOR MUST ACKNOWLEDGE RECEIPT OF ORDER WITHIN 2 BUSINESS DAYS TO THE PERSON PLACING THE ORDER.
C. WORK ORDERS: SEPARATE WORK ORDERS SHALL BE ISSUED SPLITTING STANDARD TYPES OF SIGNS FROM OBDS SIGNS, LARGER OR SPECIAL SIGNS, OR ANY SIGNS THAT MAY TAKE A LONGER TIME TO CONSTRUCT.
D. OBDS GRAPHICS SHALL BE APPLIED BY OBDS STAFF TO SIGNS PREPARED BY THE VENDOR.

2) DELIVERY
A. TRAFFIC SHOP: SIGNS SHALL BE DELIVERED TO THE AOT TRAFFIC SHOP (1736 RT. 302 BARRE, 05641) WITHIN 30 DAYS OF RECEIPT OF WORK ORDER AT THE VENDOR. EXCEPTIONS MAY ONLY BE ALLOWED WHEN THE TRAFFIC SHOP IS CONTACTED BY THE VENDOR PRIOR TO THE 30 DAY REQUIRED DELIVERY DATE, AND THE TRAFFIC SHOP CONFIRMS BY EMAIL TO VENDOR (CC: PURCHASING AGENT) THAT THEY ARE ABLE TO ALLOW AN EXTENSION TO THE DELIVERY TIME REQUIREMENT. HOWEVER, AT NO TIME SHALL DELIVERY BE ACCEPTABLE THAT EXCEEDS 45 DAYS FROM RECEIPT OF WORK ORDER AT VENDOR.
B. QUANTITY OF INDIVIDUAL HIGHWAY SIGNS OUTSTANDING (NOT DELIVERED) FOR TRAFFIC SHOP SHALL NOT EXCEED THE QUANTITY OF 500 SIGNS AT ANY POINT IN TIME.
C. OBDS PROGRAM: SIGNS MUST BE DELIVERED FOR THE OBDS PROGRAM WITHIN 45 DAYS OF RECEIPT OF ORDER AT VENDOR. THERE ARE NO EXTENSIONS ALLOWED TO THIS DELIVERY TERM.
D. EXCEPTION - REQUESTS FOR EXPEDITED (HIGH PRIORITY) HIGHWAY SIGN DELIVERY SHALL BE MET BY DELIVERY TO VTRANS WITHIN 10 WORKING DAYS OF RECEIPT OF ORDER.

3) FAILURE TO PERFORM
FAILURE BY VENDOR TO MEET THE ABOVE DELIVERY PERFORMANCE REQUIREMENTS WILL RESULT IN THE UNDELIVERED WORK ORDER(S) BEING CANCELLED BY AOT, AND A REQUISITION SENT TO THE PURCHASING AGENT TO PURCHASE THE SIGNS VIA RFQ AND PURCHASE ORDER PROCESS. THIS CANCELLATION OF ORDER WITH VENDOR SHALL BE AT NO COST TO THE AGENCY OF TRANSPORTATION, AND VENDOR IS RESPONSIBLE FOR THE EXCESS COST. THE CANCELLATION NOTICE MUST BE EMAILED BY AOT (CC: PURCHASING AGENT) AND THE NOTICE KEPT ON FILE. FUTURE ORDERS MAY ALSO BE OBTAINED VIA A BID PROCESS UNTIL EVIDENCE IS GIVEN BY VENDOR THAT THEY ARE ABLE TO MEET THE ABOVE SPECIFIED DELIVERY REQUIREMENTS, AND THE PURCHASING AGENT AGREES THAT DELIVERY REQUIREMENTS ARE ACCEPTABLE.

4) QUALITY
SIGNS THAT DO NOT MEET SPECIFICATIONS OR EXHIBIT POOR QUALITY OF WORK WILL BE RETURNED TO VENDOR, AND AN ACCEPTABLE EXPEDITED REPLACEMENT MUST BE RECEIVED AT THE ORDERING LOCATION WITHIN 7 DAYS OF NOTIFICATION TO THE VENDOR. CORRECTED SIGNS SHALL BE AT NO ADDITIONAL CHARGE.

5) GENERAL REQUIREMENTS
A. FULL DELIVERY OF ALL ITEMS PER WORK ORDER IS REQUIRED (NO PARTIAL DELIVERIES).
B. THERE SHALL BE A KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR TO ADDRESS QUESTIONS AND ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
C. THERE SHALL BE A KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR FOR ORDERING, INVOICING AND OTHER ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
D. NON-EXPEDITED WORK ORDERS WILL BE COMPLETED IN ORDER OF RECEIPT BY VENDOR (FIRST IN, FIRST OUT).
E. VENDOR MUST CONTACT PERSON WHO ORIGINATED ORDER, IF A SIGN CANNOT BE COMPLETED AS ORDERED AND/OR MEETS SPECIFICATIONS. (EXAMPLE: LETTER SIZE OR FONT MAY NOT BE AUTOMATICALLY ALTERED TO FIT SIGN SIZE.)

6) GENERAL SPECIFICATIONS
7) REPORTING
A. VENDOR SHALL REPORT TO PURCHASING AGENT FIVE (5) WORKING DAYS FOLLOWING THE FIRST OF EACH MONTH IN A SIMPLE ELECTRONIC REPORT SUMMARIZING THE STATUS OF ORDERS SEPARATELY FOR THE TRAFFIC SHOP AND FOR THE OBDS PROGRAM. PURCHASING RESERVES THE RIGHT TO REQUEST ADDITIONAL DETAIL.
B. VENDOR WILL ALSO SEND THE REPORT MONTHLY TO THE TRAFFIC SHOP AND OBDS PROGRAM OFFICE, FOR COMPARISON OF DELIVERY STATUS, ETC.
C. THE VENDOR IS REQUIRED TO INFORM THE TRAFFIC SHOP AND OBDS PROGRAM OFFICE AS SOON AS POSSIBLE IF THEY ANTICIPATE THEY ARE UNABLE TO MEET THE DELIVERY REQUIREMENTS AS STATED, AND IN ANY CIRCUMSTANCE, WITHIN 30 DAYS OF RECEIPT OF ORDER OR WHEN THE BACKORDER QUANTITY REACHES 500 SIGNS.
D. A SUMMARY STATUS REPORT SHALL BE PROVIDED BY THE CONTRACTOR TO THE PURCHASING AGENT TO KEEP HER APPRISED OF QUANTITY OF SIGNS ORDERED BUT NOT YET DELIVERED.

VCI CONTACT INFORMATION:
GERALD SCHARTNER
802-334-8995
gerald.schartner@vermont.gov

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.

CHANGE #1 - 02/27/2018 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO FEBRUARY 28, 2019. PRICE INCREASE OF 7% DUE TO INCREASE OF RAW ALUMINUM.

REQUESTS FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY SIX MONTH PERIOD THEREAFTER. THE OFFICE OF PURCHASING AND CONTRACTING RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE DEEMED TO BE EXCESSIVE. DECREASES TO BE OFFERED IMMEDIATELY AS THEY BECOME AVAILABLE. VENDOR MUST NOTIFY THE OFFICE OF PURCHASING AND CONTRACTING OF ANY DECREASE IN PRICING.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT, AS OF THE DATE OF 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.

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 THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, EITHER 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.

Amendment-2 (January 29, 2019)
It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Vermont Correctional Industries/Vermont, with a principal place of business in Waterbury, VT (the "Contractor") that the contract between them originally dated as of 03/01/2016, Contract # 30918, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 02/28/2019 to 02/28/2020.

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its
entirely and replaced by the Attachment C December 15, 2017 attached to this Amendment.

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
TREVOR R. LEWIS
STATE COMMODITY PROCUREMENT ADMINISTRATOR
PHONE: 802-828-2217
FAX: 802-828-2222
trevor.r.lewis@vermont.gov
Contract 30918 Amendment 3

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services, Office of Purchasing & Contracting (the "State") and Vermont Correctional Industries, with a principal place of business in Waterbury, VT (the "Contractor") that the contract between them originally dated as of March 1, 2016, Contract # 30918, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $449,174.41 to $549,174.41, representing an increase of $100,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from February 28, 2020 to February 28, 2021.

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

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

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:
http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 5 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item ID</th>
<th>Item Desc</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Max Qty</th>
<th>Max Amt</th>
</tr>
</thead>
</table>

By the STATE of VERMONT

Date: ___________________________  Signature: ___________________________

Name: Christopher Cole

Commissioner - Buildings & General Services

Title: ___________________________

Email: ___________________________

By the CONTRACTOR

Date: ___________________________  Signature: ___________________________

Name: ___________________________

Supplier 0000041408
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 05671-2000
USA

Phone #: (802) 241-1472

Contract ID: 0000000000000000000030918
Origin: CPS
Contract Dates: 03/01/2016 to 02/28/2021
Description: CPS-HIGHWAY SIGNS AND ACCESS.
Contract Maximum: $9,999,999.00
Buyer Name: Trevor R Lewis
Buyer Phone: Approved
Buyer Name: Trevor R Lewis
Buyer Phone: Approved
STATE OF VERMONT
Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

VENDOR ID: 000041408
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 0671-2000
USA

Phone #:(802) 241-1472

CONTRACT

Contract ID: 000000000000000000000030318
Origin: CPS

Contract Dates: 02/01/2016 to 02/28/2020

Description: CPS-HIGHWAY SIGNS AND ACCESS. $9,999,999.00

Buyer Name: Brian Jan Reinh
Buyer Phone: 802/262-2217
Contract Status: Approved

Line # ItemID ItemDesc UOM Unit Price Max Qty Max Qty
--- --- --- --- --- --- --- --- ---
1 3432 HIGHWAY SIGNS, VARIOUS. EA 0.01000 0.00 0.00

SEE ATTACHED PRICE LIST.

CONTRACT TERMS AND ADDITIONAL INFORMATION

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL OR FAX ORDERS ARE GIVEN, A PURCHASE ORDER MUST BE ISSUED BEFORE PAYMENT.

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

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE TO THE VENDOR'S STANDARD BILLHEAD AND FORWARD DIRED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

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

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

SPECIAL PROVISIONS: THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY 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.

SIGN MATERIALS AND FABRICATION ARE TO BE IN ACCORDANCE WITH SECTION 575 - TRAFFIC SIGNS AND DIVISION 700 - MATERIALS OF THE 2011 VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. SIGNS SHALL CONFORM WITH AOT E SERIES AND T SERIES STANDARD SHEETS. SIGN FACES ARE TO COMPLY WITH THE FHWA STANDARD HIGHWAY SIGNS GUIDELINES.

A. ITEMS RECEIVED UNDER THIS CONTRACT SHALL MEET ALL CURRENT REQUIREMENTS OF:
   I. FHWA STANDARD HIGHWAY SIGNS 2004 EDITION AND 2012 SUPPLEMENT:
      HTTP://MUTCD.FHWA.DOT.GOV/SIGN/SHS; MILLENNIUM HTM
   II. VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION 2011 AND UPDATES (SECTIONS 675 AND 700 SPECIFICALLY):
      HTTP://VTRANSCONTRACTS.VERMONT.GOV/CONSTRUCTION-CONTRACTING/2011 STANDARD SPECIFICATIONS.
   III. THEY SHALL ALSO MEET THE VTRANS STANDARD DRAWINGS, E SERIES AND T SERIES,
      HTTP://VTRANSCHADHELP.VERMONT.GOV/DOWNLOADS/STANDARDS.
   C. SPECIAL SIZE SIGNS SHALL BE PRICED PER SQUARE FOOT, BASED ON FACING TYPE AND TYPE/THICKNESS OF SIGN BACKING.
Phone #: (802) 241-1472

D. SHEETING SHALL BE PER ASTM STANDARD D 4956-01. TYPES TYPICALLY REQUIRED FOR AOT UNDER THIS CONTRACT ARE:
   TYPE IV, VIII, IX, AND TYPE X.
E. SIGN MEASUREMENTS SHALL CONSISTENTLY BE EXPRESSED AS WIDTH BY HEIGHT BY THICKNESS (W x H x T).
F. SIGN BACKING MATERIAL
   I. ALUMINUM TYPE A SIGN THICKNESS SHALL BE 0.050", 0.060", 0.100", OR 0.125".
   II. HIGH DENSITY PLYWOOD SIGN THICKNESS SHALL BE 5/8" OR >1/2".
G. ANY CHANGES TO THIS CONTRACT WILL BE MADE BY CHANGE ORDER BY PURCHASING AND CONTRACT ADMINISTRATION.

1) ORDERING
A. ORDERS MAY BE PLACED BY FAX (OR EMAIL) FROM THE TRAFFIC SHOP OFFICE OR THE OFFICIAL BUSINESS DIRECTIONAL SIGN (OBDS) PROGRAM OFFICE TO THE VENDOR. SEE SAMPLE OF TRAFFIC SHOP 4 MATTES REPORT ATTACHED.
B. THE VENDOR MUST ACKNOWLEDGE RECEIPT OF ORDER WITHIN 2 BUSINESS DAYS TO THE PERSON PLACING THE ORDER.
C. WORK ORDERS: SEPARATE WORK ORDERS SHALL BE ISSUED SPLITTING STANDARD TYPES OF SIGNS FROM OBDS SIGNS, LARGER OR SPECIAL SIGNS, OR ANY SIGNS THAT MAY TAKE A LONGER TIME TO CONSTRUCT.
D. OBDS GRAPHS SHALL BE APPLIED BY OBDS STAFF TO SIGNS PreAPED BY THE VENDOR.

2) DELIVERY
A. TRAFFIC SHOP: SIGNS SHALL BE DELIVERED TO THE AOT TRAFFIC SHOP (1736 RT. 302 BARRE, 05641) WITHIN 30 DAYS OF RECEIPT OF WORK ORDER AT THE VENDOR. EXCEPTIONS MAY ONLY BE ALLOWED WHEN THE TRAFFIC SHOP IS CONTACTED BY THE VENDOR PRIOR TO THE 30 DAY DELIVERY DATE, AND THE TRAFFIC SHOP CONFIRMS BY EMAIL TO VENDOR (CC: PURCHASING AGENT) THAT THEY ARE ALLOWED TO ALLOW AN EXTENSION TO THE DELIVERY TIME REQUIREMENT. HOWEVER, AT NO TIME SHALL DELIVERY BE ACCEPTABLE THAT EXCEEDS 45 DAYS FROM RECEIPT OF WORK ORDER AT VENDOR.
B. QUANTITY OF INDIVIDUAL HIGHWAY SIGNS OUTSTANDING (NOT DELIVERED) FOR TRAFFIC SHOP SHALL NOT EXCEED THE QUANTITY OF 500 SIGNS AT ANY TIME.
C. OBDS PROGRAM: SIGNS MUST BE DELIVERED FOR THE OBDS PROGRAM WITHIN 45 DAYS OF RECEIPT OF WORK ORDER AT VENDOR.
D. EXCEPTION: REQUESTS FOR EXPEDITED (HIGH PRIORITY) HIGHWAY SIGN DELIVERY SHALL BE MET BY DELIVERY TO VTRANS WITHIN 10 WORKING DAYS OF RECEIPT OF ORDER.

3) FAILURE TO PERFORM
FAILURE BY VENDOR TO MEET THE ABOVE DELIVERY PERFORMANCE REQUIREMENTS WILL RESULT IN THE UNDELIVERED WORK ORDER(S) BEING CANCELLED BY AOT, AND A REVERSION SENT TO THE PURCHASING AGENT TO PURCHASE THE SIGNS VIA RFQ AND PURCHASE ORDER PROCESS. THIS CANCELLATION OF ORDER WITH VENDOR SHALL BE AT NO COST TO THE AGENCY OF TRANSPORTATION, AND VENDOR IS RESPONSIBLE FOR THE EXCESS COST. THE CANCELLATION NOTICE MUST BE ELECTED BY AOT (CC: PURCHASING AGENT) AND THE NOTICE KEPT ON FILE. FUTURE ORDERS MAY ALSO BE OBTAINED VIA A BID PROCESS UNTIL EVIDENCE IS GIVEN BY VENDOR THAT THEY ARE ABLE TO MEET THE ABOVE SPECIFIED DELIVERY REQUIREMENTS, AND THE PURCHASING AGENT AGREES THAT DELIVERY REQUIREMENTS ARE ACCEPTABLE.

4) QUALITY
SIGNS THAT DO NOT MEET SPECIFICATIONS OR EXHIBIT POOR QUALITY OF WORK WILL BE RETURNED TO VENDOR, AND AN ACCEPTABLE EXPEDITED REPLACEMENT MUST BE RECEIVED AT THE ORDERING LOCATION WITHIN 7 DAYS OF NOTIFICATION TO THE VENDOR. CORRECTED SIGNS SHALL BE AT NO ADDITIONAL CHARGE.

5) GENERAL REQUIREMENTS
A. FULL DELIVERY OF ALL ITEMS PER WORK ORDER IS REQUIRED (NO PARTIAL DELIVERIES).
B. THERE SHALL BE A KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR TO ADDRESS QUESTIONS AND ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
C. THERE SHALL BE KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR FOR ORDERING, INVOICING AND OTHER ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
D. NON-EXPEDITED WORK ORDERS WILL BE COMPLETED IN ORDER OF RECEIPT BY VENDOR (FIRST IN, FIRST OUT).
E. VENDOR MUST CONTACT PERSON WHO ORIGINATED ORDER, IF A SIGN CANNOT BE COMPLETED AS ORDERED AND/OR AS MEETS SPECIFICATIONS. (EXAMPLE: LETTER SIZE OR FONT MAY NOT BE AUTOMATICALLY ALTERED TO FIT SIGN SIZE.)

6) GENERAL SPECIFICATIONS
7) REPORTING
A. VENDOR SHALL REPORT TO PURCHASING AGENT FIVE (5) WORKING DAYS FOLLOWING THE FIRST OF EACH MONTH IN A SIMPLE ELECTRONIC REPORT SUMMARIZING THE STATUS OF ORDERS SEPARATELY FOR THE TRAFFIC SHOP AND FOR THE OBDS PROGRAM. PURCHASING RESERVES THE RIGHT TO REQUEST ADDITIONAL DETAIL.
B. VENDOR WILL ALSO SEND THE REPORT MONTHLY TO THE TRAFFIC SHOP AND OBDS PROGRAM OFFICE, FOR COMPARISON OF DELIVERY STATUS, ETC.
State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05603-3001
USA

Vendor ID: 0000044508
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 06771-2000
USA

Phone #: (802) 241-1472

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item ID</th>
<th>Item Desc</th>
<th>UOM</th>
<th>Unit</th>
<th>Price</th>
<th>Max Qty</th>
<th>Max Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. THE VENDOR IS REQUIRED TO INFORM THE TRAFFIC SHOP AND CEPCO PROGRAM OFFICE AS SOON AS POSSIBLE IF THEY ANTICIPATE THEY ARE UNABLE TO MEET THE DELIVERY REQUIREMENTS AS STATED, AND IN ANY CIRCUMSTANCE, WITHIN 30 DAYS OF RECEIPT OF ORDER OR WHEN THE BACKORDER QUANTITY REACHES 50% SIGNS.

D. A SUMMARY STATUS REPORT SHALL BE PROVIDED BY THE CONTRACTOR TO THE PURCHASING AGENT TO KEEP HER APPRISED OF QUANTITY OF SIGNS ORDERED BUT NOT YET DELIVERED.

VCI CONTACT INFORMATION:
GERALD SCHARTNER
802-254-0956
gerald.schartner@vermont.gov

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.

VCI/VCMC IS OBLIGATED TO INFORM THE PURCHASING AGENT ON A MONTHLY BASIS OF THE QUANTITY OF OUTSTANDING ORDERS UNDER THIS CONTRACT. A MONTHLY DETAILED REPORT OF ORDERS AND STATUS SHALL BE PROVIDED TO THE PURCHASING AGENT AND THE TRAFFIC SHOP. ALL PRICE INCREASES MUST BE BASED ON DOCUMENTED CHANGES IN MATERIAL COSTS.

CHANGE #1 - 02/27/2018 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO FEBRUARY 26, 2019. PRICE INCREASE OF 7% DUE TO INCREASE OF RAW ALUMINUM.

ATTACHMENT C. ATTACHMENT C. STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

REQUESTS FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY SIX MONTH PERIOD THEREAFTER. THE OFFICE OF PURCHASING AND CONTRACTING RESERVES THE RIGHT TO REDUCE ANY PRICE INCREASE DEEMED TO BE EXCESSIVE. DECREASES TO BE OFFERED IMMEDIATELY AS THEY BECOME AVAILABLE. VENDOR MUST NOTIFY THE OFFICE OF PURCHASING AND CONTRACTING OF ANY DECREASE IN PRICING.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE OF 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.

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 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://DEDS.VERMONT.GOV/PURCHASING/DEBARMENT.

Amendment 2 (January 29, 2019)
It is hereby agreed upon by the State of Vermont, Department of Buildings and General Services (the "State") and Vermont Correctional Industries/Vermont, with a principal place of business in Waterbury, VT (the "Contractor") that the contract between them originally dated as of 03/01/2016, Contract # 30918, as amended...
Phone #: (802) 241-1472

The Contract is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 02/28/2019 to 02/28/2020.

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
COMMODITIES PROCUREMENT ADMINISTRATOR
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: ________________________________
Signature: ____________________________
Name: ________________________________
Title: ________________________________
Email: _______________________________

By the CONTRACTOR

Date: ________________________________
Signature: ____________________________
Name: ________________________________
Title: ________________________________
Email: _______________________________
<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.080&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>12 x 12</td>
<td>$11.57</td>
<td>$16.25</td>
</tr>
<tr>
<td>2</td>
<td>18 x 18</td>
<td>$21.43</td>
<td>$30.10</td>
</tr>
<tr>
<td>3</td>
<td>21 x 15</td>
<td>$20.83</td>
<td>$29.25</td>
</tr>
<tr>
<td>4</td>
<td>24 x 8</td>
<td>$12.70</td>
<td>$17.84</td>
</tr>
<tr>
<td>5</td>
<td>24 x 10</td>
<td>$15.87</td>
<td>$22.29</td>
</tr>
<tr>
<td>6</td>
<td>24 x 12</td>
<td>$19.05</td>
<td>$26.75</td>
</tr>
<tr>
<td>7</td>
<td>24 x 18</td>
<td>$28.57</td>
<td>$40.13</td>
</tr>
<tr>
<td>8</td>
<td>24 x 24</td>
<td>$38.09</td>
<td>$53.50</td>
</tr>
<tr>
<td>9</td>
<td>24 x 30</td>
<td>$47.62</td>
<td>$66.88</td>
</tr>
<tr>
<td>10</td>
<td>30 x 15</td>
<td>$29.76</td>
<td>$41.79</td>
</tr>
<tr>
<td>11</td>
<td>30 x 18</td>
<td>$35.72</td>
<td>$50.16</td>
</tr>
<tr>
<td>12</td>
<td>30 x 30</td>
<td>$59.52</td>
<td>$83.60</td>
</tr>
<tr>
<td>13</td>
<td>30 x 36</td>
<td>$71.42</td>
<td>$100.31</td>
</tr>
<tr>
<td>14</td>
<td>30 x 42</td>
<td>$83.33</td>
<td>$117.04</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.100&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>36 x 12</td>
<td>$29.08</td>
<td>$40.13</td>
</tr>
<tr>
<td>16</td>
<td>36 x 15</td>
<td>$36.36</td>
<td>$50.16</td>
</tr>
<tr>
<td>17</td>
<td>36 x 18</td>
<td>$43.62</td>
<td>$60.19</td>
</tr>
<tr>
<td>18</td>
<td>36 x 24</td>
<td>$58.17</td>
<td>$80.25</td>
</tr>
<tr>
<td>19</td>
<td>36 x 36</td>
<td>$87.25</td>
<td>$120.38</td>
</tr>
<tr>
<td>20</td>
<td>36 x 42</td>
<td>$101.79</td>
<td>$140.44</td>
</tr>
<tr>
<td>21</td>
<td>36 x 48</td>
<td>$116.33</td>
<td>$160.50</td>
</tr>
<tr>
<td>22</td>
<td>36 x 54</td>
<td>$130.87</td>
<td>$180.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.125&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>48 x 18</td>
<td>$65.93</td>
<td>$89.88</td>
</tr>
<tr>
<td>24</td>
<td>48 x 24</td>
<td>$87.91</td>
<td>$119.84</td>
</tr>
<tr>
<td>25</td>
<td>48 x 30</td>
<td>$109.89</td>
<td>$149.80</td>
</tr>
<tr>
<td>26</td>
<td>48 x 42</td>
<td>$153.84</td>
<td>$209.72</td>
</tr>
<tr>
<td>27</td>
<td>48 x 48</td>
<td>$175.82</td>
<td>$239.68</td>
</tr>
<tr>
<td>28</td>
<td>48 x 60</td>
<td>$219.78</td>
<td>$299.60</td>
</tr>
<tr>
<td>29</td>
<td>72 x 10</td>
<td>$54.94</td>
<td>$74.90</td>
</tr>
<tr>
<td>30</td>
<td>72 x 12</td>
<td>$65.93</td>
<td>$89.88</td>
</tr>
<tr>
<td>31</td>
<td>72 x 20</td>
<td>$109.89</td>
<td>$149.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.063</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>4 x 4</td>
<td>$3.63</td>
<td>$4.43</td>
</tr>
<tr>
<td>33</td>
<td>6 x 8</td>
<td>$4.29</td>
<td>$5.24</td>
</tr>
<tr>
<td>34</td>
<td>6 x 10</td>
<td>$6.02</td>
<td>$7.37</td>
</tr>
<tr>
<td>0.125 Logo Boards</td>
<td>Price for Type III or Type IV</td>
<td>Price for Type VII, VIII, or IX</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------------------------</td>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>35 36 X 8</td>
<td>$39.68</td>
<td>$53.37</td>
<td></td>
</tr>
<tr>
<td>36 72 X 16</td>
<td>$85.76</td>
<td>$108.02</td>
<td></td>
</tr>
<tr>
<td>37 74 3/4 X 16</td>
<td>$97.88</td>
<td>$123.32</td>
<td></td>
</tr>
</tbody>
</table>

**Type B Signs (Extruded Aluminum Panels)**

<table>
<thead>
<tr>
<th>Proposed Price per SQ. ft for Type IV</th>
<th>Proposed Price per SQ. ft for Type IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Note</td>
<td>See Note</td>
</tr>
</tbody>
</table>

VCI will QUOTE Type B signs as needed, VCI does not stock Extruded aluminum panels
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 amended 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-Afforestation: 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)
1 3482 HIGHWAY SIGNS, VARIOUS. 0.00

SEE ATTACHED PRICE LIST.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL OR FAX ORDERS ARE GIVEN, A PURCHASE ORDER MUST BE ISSUED BEFORE PAYMENT.

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

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

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

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

SPECIAL PROVISIONS: THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT 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.

SIGN MATERIALS AND FABRICATION ARE TO BE IN ACCORDANCE WITH SECTION 675 - TRAFFIC SIGNS AND DIVISION 700 - MATERIALS OF THE 2011 VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. SIGNS SHALL CONFORM WITH AOT E-SERIES AND T-SERIES STANDARD SHEETS. SIGN FACES ARE TO COMPLY WITH THE FHWA STANDARD HIGHWAYS SIGNS GUIDELINES."

A.ITEMS RECEIVED UNDER THIS CONTRACT SHALL MEET ALL CURRENT REQUIREMENTS OF:
I. FHWA STANDARD HIGHWAY SIGNS 2004 EDITION AND 2012 SUPPLEMENT:
HTTP://MUTCD.FHWA.DOT.GOV/SER-SHS-_MILLENNIUM.HTM
II.VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION 2011 AND UPDATES (SECTIONS 675 AND 700 SPECIFICALLY):
HTTP://VTRANSCONTRACTS.VERMONT.GOV/CONSTRUCTION-CONTRACTING/2011-STANDARD-SPECIFICATIONS.
B.THEY SHALL ALSO MEET THE VTRANS STANDARD DRAWINGS, T-SERIES AND T-SERIES;
HTTP://VTRANCADDHELP.VERMONT.GOV/DOWNLOADS/STANDARDS.
C.SPECIAL SIZE SIGNS SHALL BE PRICED PER SQUARE FOOT, BASED ON FACING TYPE AND TYPE/THICKNESS OF SIGN BACKING.
D. SHEETING SHALL BE PER ASTM STANDARD D 4956-01. TYPES TYPICALLY REQUIRED FOR AOT UNDER THIS CONTRACT ARE:
   TYPE III, IV, VII, VIII, AND TYPE IX.
E. SIGN MEASUREMENTS SHALL CONSISTENTLY BE EXPRESSED AS: WIDTH BY HEIGHT BY THICKNESS (W X H X TH).
F. SIGN BACKING MATERIAL:
   I. ALUMINUM TYPE A SIGN THICKNESS SHALL BE 0.063", 0.080", 0.100", OR 0.125".
   II. HIGH DENSITY PLYWOOD SIGN THICKNESS SHALL BE 5/8" OR >".
G. ANY CHANGES TO THIS CONTRACT WILL BE DONE BY CHANGE ORDER BY PURCHASING AND CONTRACT ADMINISTRATION.
1) ORDERING
   A. ORDERS MAY BE PLACED BY FAX (OR EMAIL) FROM THE TRAFFIC SHOP OFFICE OR THE OFFICIAL BUSINESS DIRECTIONAL
      SIGN (OBDS) PROGRAM OFFICE TO THE VENDOR. SEE SAMPLE OF TRAFFIC SHOP "MATERIALS REPORT ATTACHED.
   B. THE VENDOR MUST ACKNOWLEDGE RECEIPT OF ORDER WITHIN 2 BUSINESS DAYS TO THE PERSON PLACING THE ORDER.
   C. WORK ORDERS: SEPARATE WORK ORDERS SHALL BE ISSUED SPLITTING STANDARD TYPES OF SIGNS FROM OBDS SIGNS, LARGER
      OR SPECIAL SIGNS, OR ANY SIGNS THAT MAY TAKE A LONGER TIME TO CONSTRUCT.
   D. OBDS GRAPHICS SHALL BE APPLIED BY OBDS STAFF TO SIGNS PREPARED BY THE VENDOR.
2) DELIVERY
   A. TRAFFIC SHOP: SIGNS SHALL BE DELIVERED TO THE AOT TRAFFIC SHOP (1736 RT. 302 BARRE, 05641) WITHIN 30
      DAYS OF RECEIPT OF WORK ORDER AT THE VENDOR. EXCEPTIONS MAY ONLY BE ALLOWED WHEN THE TRAFFIC SHOP IS
      CONTACTED BY THE VENDOR PRIOR TO THE 30 DAY REQUIRED DELIVERY DATE, AND THE TRAFFIC SHOP CONFIRMS BY EMAIL TO
      VENDOR (CC: PURCHASING AGENT) THAT THEY ARE ABLE TO ALLOW AN EXTENSION TO THE DELIVERY TIME REQUIREMENT.
      HOWEVER, AT NO TIME SHALL DELIVERY BE ACCEPTABLE THAT EXCEEDS 45 DAYS FROM RECEIPT OF WORK ORDER AT VENDOR.
   B. QUANTITY OF INDIVIDUAL HIGHWAY SIGNS OUTSTANDING (NOT DELIVERED) FOR TRAFFIC SHOP SHALL NOT EXCEED THE
      QUANTITY OF 500 SIGNS AT ANY POINT IN TIME.
   C. OBDS PROGRAM: SIGNS MUST BE DELIVERED FOR THE OBDS PROGRAM WITHIN 45 DAYS OF RECEIPT OF ORDER AT VENDOR.
      THERE ARE NO EXTENSIONS ALLOWED TO THIS DELIVERY TERM.
   D. EXCEPTION - REQUESTS FOR EXPEDITED (HIGH PRIORITY) HIGHWAY SIGN DELIVERY SHALL BE MET BY DELIVERY TO VTRANS
      WITHIN 10 WORKING DAYS OF RECEIPT OF ORDER.
3) FAILURE TO PERFORM
   FAILURE BY VENDOR TO MEET THE ABOVE DELIVERY PERFORMANCE REQUIREMENTS WILL RESULT IN THE UNDELIVERED WORK
   ORDER(S) BEING CANCELLED BY AOT, AND A REQUISITION SENT TO THE PURCHASING AGENT TO PURCHASE THE SIGNS VIA RFQ
   AND PURCHASE ORDER PROCESS. THIS CANCELLATION OF ORDER WITH VENDOR SHALL BE AT NO COST TO THE AGENCY OF
   TRANSPORTATION, AND VENDOR IS RESPONSIBLE FOR THE EXCESS COST. THE CANCELLATION NOTICE MUST BE EMAILED BY
   AOT (CC: PURCHASING AGENT) AND THE NOTICE KEPT ON FILE. FUTURE ORDERS MAY ALSO BE OBTAINED VIA A BID PROCESS
   UNTIL EVIDENCE IS GIVEN BY VENDOR THAT THEY ARE ABLE TO MEET THE ABOVE SPECIFIED DELIVERY REQUIREMENTS, AND
   THE PURCHASING AGENT AGREES THAT DELIVERY REQUIREMENTS ARE ACCEPTABLE.
4) QUALITY
   SIGNS THAT DO NOT MEET SPECIFICATIONS OR EXHIBIT POOR QUALITY OF WORK WILL BE RETURNED TO VENDOR, AND AN
   ACCEPTABLE EXPEDITED REPLACEMENT MUST BE RECEIVED AT THE ORDERING LOCATION WITHIN 7 DAYS OF NOTIFICATION TO
   THE VENDOR. CORRECTED SIGNS SHALL BE AT NO ADDITIONAL CHARGE.
5) GENERAL REQUIREMENTS
   A. FULL DELIVERY OF ALL ITEMS PER WORK ORDER IS REQUIRED (NO PARTIAL DELIVERIES).
   B. THERE SHALL BE A KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR TO ADDRESS QUESTIONS AND ISSUES. A
      RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
   C. THERE SHALL BE KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR FOR ORDERING, INVOICING AND OTHER
      ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
   D. NON-EXPEDITED WORK ORDERS WILL BE COMPLETED IN ORDER OF RECEIPT BY VENDOR (FIRST IN, FIRST OUT).
   E. VENDOR MUST CONTACT PERSON WHO ORIGINATED ORDER, IF A SIGN CANNOT BE COMPLETED AS ORDERED AND/OR AS MEETS
      SPECIFICATIONS. (EXAMPLE: LETTER SIZE OR FONT MAY NOT BE AUTOMATICALLY ALTERED TO FIT SIGN SIZE.)
6) GENERAL SPECIFICATIONS
7) REPORTING
   A. VENDOR SHALL REPORT TO PURCHASING AGENT FIVE (5) WORKING DAYS FOLLOWING THE FIRST OF EACH MONTH IN A SIMPLE
      ELECTRONIC REPORT SUMMARIZING THE STATUS OF ORDERS SEPARATELY FOR THE TRAFFIC SHOP AND FOR THE OBDS PROGRAM.
      PURCHASING RESERVES THE RIGHT TO REQUEST ADDITIONAL DETAIL.
   B. VENDOR WILL ALSO SEND THE REPORT MONTHLY TO THE TRAFFIC SHOP AND OBDS PROGRAM OFFICE, FOR COMPARISON OF
      DELIVERY STATUS, ETC.
C.
The vendor is required to inform the Traffic Shop and OBDS Program Office as soon as possible if they anticipate they are unable to meet the delivery requirements as stated, and in any circumstance, within 30 days of receipt of order or when the backorder quantity reaches 500 signs.

D.
A summary status report shall be provided by the contractor to the purchasing agent to keep her apprised of quantity of signs ordered but not yet delivered.

VCI CONTACT INFORMATION:
GERALD SCHARTNER
802-334-8995
gerald.schartner@vermont.gov

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.

VCI/VOWP IS OBLIGATED TO INFORM THE PURCHASING AGENT ON A MONTHLY BASIS OF THE QUANTITY OF OUTSTANDING ORDERS UNDER THIS CONTRACT. A MONTHLY DETAILED REPORT OF ORDERS AND STATUS SHALL BE PROVIDED TO THE PURCHASING AGENT AND THE TRAFFIC SHOP. ALL PRICE INCREASES MUST BE BASED ON DOCUMENTED CHANGES IN MATERIAL COSTS.

CHANGE #1 - 02/27/2018 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO FEBRUARY 28, 2019. PRICE INCREASE OF 7% DUE TO INCREASE OF RAW ALUMINUM.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

REQUESTS FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY SIX MONTH PERIOD THEREAFTER. THE OFFICE OF PURCHASING AND CONTRACTING RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE DEEMED TO BE EXCESSIVE. DECREASES TO BE OFFERED IMMEDIATELY AS THEY BECOME AVAILABLE. VENDOR MUST NOTIFY THE OFFICE OF PURCHASING AND CONTRACTING OF ANY DECREASE IN PRICING.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT, AS OF THE DATE OF 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.

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 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.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT                                       By the CONTRACTOR

Date:__________________________________________ Date:__________________________________________
Signature:_____________________________________ Signature:_____________________________________ 
Name:__________________________________________ Name:__________________________________________ 
Title:__________________________________________ Title:__________________________________________
Email:__________________________________________ Email:__________________________________________

Vendor ID 0000041408
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 05671-2000
USA
<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.080&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 X 12</td>
<td>$11.57</td>
<td>$16.25</td>
</tr>
<tr>
<td>2</td>
<td>18 X 18</td>
<td>$21.43</td>
<td>$30.10</td>
</tr>
<tr>
<td>3</td>
<td>21 X 15</td>
<td>$20.83</td>
<td>$29.25</td>
</tr>
<tr>
<td>4</td>
<td>24 X 8</td>
<td>$12.70</td>
<td>$17.84</td>
</tr>
<tr>
<td>5</td>
<td>24 X 10</td>
<td>$15.87</td>
<td>$22.29</td>
</tr>
<tr>
<td>6</td>
<td>24 X 12</td>
<td>$19.05</td>
<td>$26.75</td>
</tr>
<tr>
<td>7</td>
<td>24 X 18</td>
<td>$28.57</td>
<td>$40.13</td>
</tr>
<tr>
<td>8</td>
<td>24 X 24</td>
<td>$38.09</td>
<td>$53.50</td>
</tr>
<tr>
<td>9</td>
<td>24 X 30</td>
<td>$47.62</td>
<td>$66.88</td>
</tr>
<tr>
<td>10</td>
<td>30 X 15</td>
<td>$29.76</td>
<td>$41.79</td>
</tr>
<tr>
<td>11</td>
<td>30 X 18</td>
<td>$35.72</td>
<td>$50.16</td>
</tr>
<tr>
<td>12</td>
<td>30 X 30</td>
<td>$59.52</td>
<td>$83.60</td>
</tr>
<tr>
<td>13</td>
<td>30 X 36</td>
<td>$71.42</td>
<td>$100.31</td>
</tr>
<tr>
<td>14</td>
<td>30 X 42</td>
<td>$83.33</td>
<td>$117.04</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.100&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>36 X 12</td>
<td>$29.08</td>
<td>$40.13</td>
</tr>
<tr>
<td>16</td>
<td>36 X 15</td>
<td>$36.36</td>
<td>$50.16</td>
</tr>
<tr>
<td>17</td>
<td>36 X 18</td>
<td>$43.62</td>
<td>$60.19</td>
</tr>
<tr>
<td>18</td>
<td>36 X 24</td>
<td>$58.17</td>
<td>$80.25</td>
</tr>
<tr>
<td>19</td>
<td>36 X 36</td>
<td>$87.25</td>
<td>$120.38</td>
</tr>
<tr>
<td>20</td>
<td>36 X 42</td>
<td>$101.79</td>
<td>$140.44</td>
</tr>
<tr>
<td>21</td>
<td>36 X 48</td>
<td>$116.33</td>
<td>$160.50</td>
</tr>
<tr>
<td>22</td>
<td>36 X 54</td>
<td>$130.87</td>
<td>$180.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.125&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>48 x 18</td>
<td>$65.93</td>
<td>$89.88</td>
</tr>
<tr>
<td>24</td>
<td>48 x 24</td>
<td>$87.91</td>
<td>$119.84</td>
</tr>
<tr>
<td>25</td>
<td>48 x 30</td>
<td>$109.89</td>
<td>$149.80</td>
</tr>
<tr>
<td>26</td>
<td>48 x 42</td>
<td>$153.84</td>
<td>$209.72</td>
</tr>
<tr>
<td>27</td>
<td>48 x 48</td>
<td>$175.82</td>
<td>$239.68</td>
</tr>
<tr>
<td>28</td>
<td>48 x 60</td>
<td>$219.78</td>
<td>$299.60</td>
</tr>
<tr>
<td>29</td>
<td>72 x 10</td>
<td>$54.94</td>
<td>$74.90</td>
</tr>
<tr>
<td>30</td>
<td>72 x 12</td>
<td>$65.93</td>
<td>$89.88</td>
</tr>
<tr>
<td>31</td>
<td>72 x 20</td>
<td>$109.89</td>
<td>$149.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>0.063&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>4 x 4</td>
<td>$3.63</td>
<td>$4.43</td>
</tr>
<tr>
<td>33</td>
<td>6 x 8</td>
<td>$4.29</td>
<td>$5.24</td>
</tr>
<tr>
<td>34</td>
<td>6 x 10</td>
<td>$6.02</td>
<td>$7.37</td>
</tr>
<tr>
<td>0.125 Logo Boards</td>
<td>Price for Type III or Type IV</td>
<td>Price for Type VII, VIII, or IX</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------</td>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>36 X 8</td>
<td>$39.68</td>
<td>$53.37</td>
</tr>
<tr>
<td>36</td>
<td>72 X 16</td>
<td>$85.76</td>
<td>$108.02</td>
</tr>
<tr>
<td>37</td>
<td>74 3/4 X 16</td>
<td>$97.88</td>
<td>$123.32</td>
</tr>
</tbody>
</table>

**Type B Signs (Extruded Aluminum Panels)**

<table>
<thead>
<tr>
<th>Proposed Price per SQ. ft for Type IV</th>
<th>Proposed Price per SQ. ft for Type IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Note</td>
<td>See Note</td>
</tr>
</tbody>
</table>

VCI will QUOTE Type B signs as needed, VCI does not stock Extruded aluminum panels.
State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St.
Montpelier VT 05633-7501
USA

Vendor ID: 0000041408
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 05671-2000
USA

Phone #: (802) 241-1472

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item ID</th>
<th>Item Desc</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Max Qty</th>
<th>Max Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3482</td>
<td>HIGHWAY SIGNS, VARIOUS.</td>
<td>EA</td>
<td>0.010000</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

SEE ATTACHED PRICE LIST.

CONTRACT TERMS AND ADDITIONAL INFORMATION

ALL PRICE INCREASES MUST BE BASED ON DOCUMENTED CHANGES IN MATERIAL COSTS.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL OR FAX ORDERS ARE GIVEN, A PURCHASE ORDER MUST BE ISSUED BEFORE PAYMENT.

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

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR’S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

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

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 INCURRED THEREBY. PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFOR SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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

SPECIAL PROVISIONS: THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES, INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYndon STATE COLLEGE AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT 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.

SIGN MATERIALS AND FABRICATION ARE TO BE IN ACCORDANCE WITH SECTION 675 - TRAFFIC SIGNS AND DIVISION 700 - MATERIALS OF THE 2011 VTM ACT STANDARD SPECIFICATIONS FOR CONSTRUCTION, SIGNS SHALL CONFORM WITH AOT E-SERIES AND T-SERIES STANDARD SHEETS. SIGN FACES ARE TO COMPLY WITH THE FHWA STANDARD HIGHWAYS SIGNS GUIDELINES."

A. ITEMS RECEIVED UNDER THIS CONTRACT SHALL MEET ALL CURRENT REQUIREMENTS OF:
   I. FHWA STANDARD HIGHWAY SIGNS 2004 EDITION AND 2012 SUPPLEMENT:
      HTTP://MUTCD.FHWA.DOT.GOV/SER-SHS. MILLENNIUM.HTM
   B. THEY SHALL ALSO MEET THE VTRANS STANDARD DRAWINGS, E-SERIES AND T-SERIES;
      HTTP://VTRANSHELP.VERMONT.GOV/DOWNLOADS/STANDARDS.
State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Ball Court
Montpelier VT 05633-7501
USA

Vendor ID 0000044108
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 05671-2000
USA

Phone #: (802) 241-1472

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item ID</th>
<th>Item Desc</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Max Qty</th>
<th>Max Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.</td>
<td></td>
<td>SPECIAL SIZE SIGNS SHALL BE PRICED PER SQUARE FOOT, BASED ON FACING TYPE AND TYPE/THICKNESS OF SIGN BACKING.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td>SHEETING SHALL BE PER ASTM STANDARD D 4956-01. TYPES TYPICALLY REQUIRED FOR AOT UNDER THIS CONTRACT ARE: TYPE III, IV, VII, VIII, AND TYPE IX.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td>SIGN MEASUREMENTS SHALL CONSISTENTLY BE EXPRESSED AS: WIDTH BY HEIGHT BY THICKNESS (W X H X TH).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td>SIGN BACKING MATERIAL: I. ALUMINUM TYPE A SIGN THICKNESS SHALL BE 0.063&quot;, 0.080&quot;, 0.100&quot;, OR 0.125&quot;. II. HIGH DENSITY PLYWOOD SIGN THICKNESS SHALL BE 5/8&quot; OR &gt;.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td></td>
<td>ANY CHANGES TO THIS CONTRACT WILL BE DONE BY CHANGE ORDER BY PURCHASING AND CONTRACT ADMINISTRATION.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) ORDERING
A. ORDERS MAY BE PLACED BY FAX (OR EMAIL) FROM THE TRAFFIC SHOP OFFICE OR THE OFFICIAL BUSINESS DIRECTIONAL SIGN (OBDS) PROGRAM OFFICE TO THE VENDOR. SEE SAMPLE OF TRAFFIC SHOP 2, MATERIALS REPORT ATTACHED.
B. THE VENDOR MUST ACKNOWLEDGE RECEIPT OF ORDER WITHIN 2 BUSINESS DAYS TO THE PERSON PLACING THE ORDER.
C. WORK ORDERS: SEPARATE WORK ORDERS SHALL BE ISSUED SPLITTING STANDARD TYPES OF SIGNS FROM OBDS SIGNS, LARGER OR SPECIAL SIGNS, OR ANY SIGNS THAT MAY TAKE A LONGER TIME TO CONSTRUCT.
D. OBDS GRAPHICS SHALL BE APPLIED BY OBDS STAFF TO SIGNS PREPARED BY THE VENDOR.

2) DELIVERY
A. TRAFFIC SHOP: SIGNS SHALL BE DELIVERED TO THE AOT TRAFFIC SHOP (1736 RT. 302 BARRE, 05641) WITHIN 30 DAYS OF RECEIPT OF WORK ORDER AT THE VENDOR. EXCEPTIONS MAY ONLY BE ALLOWED WHEN THE TRAFFIC SHOP IS CONTACTED BY THE VENDOR PRIOR TO THE 30 DAY REQUIRED DELIVERY DATE, AND THE TRAFFIC SHOP CONFIRMS BY EMAIL TO VENDOR (CC: PURCHASING AGENT) THAT THEY ARE ABLE TO ALLOW AN EXTENSION TO THE DELIVERY TIME REQUIREMENT. HOWEVER, AT NO TIME SHALL DELIVERY BE ACCEPTABLE THAT EXCEEDS 45 DAYS FROM RECEIPT OF WORK ORDER AT VENDOR.
B. QUANTITY OF INDIVIDUAL HIGHWAY SIGNS OUTSTANDING (NOT DELIVERED) FOR TRAFFIC SHOP SHALL NOT EXCEED THE QUANTITY OF 500 SIGNS AT ANY POINT IN TIME.
C. OBDS PROGRAM: SIGNS MUST BE DELIVERED FOR THE OBDS PROGRAM WITHIN 45 DAYS OF RECEIPT OF ORDER AT VENDOR. THERE ARE NO EXTENSIONS ALLOWED TO THIS DELIVERY TERM.
D. EXCEPTION: REQUESTS FOR EXPEDITED (HIGH PRIORITY) HIGHWAY SIGN DELIVERY SHALL BE MET BY DELIVERY TO VTRANS WITHIN 10 WORKING DAYS OF RECEIPT OF ORDER.

3) FAILURE TO PERFORM
FAILURE BY VENDOR TO MEET THE ABOVE DELIVERY PERFORMANCE REQUIREMENTS WILL RESULT IN THE UNDELIVERED WORK ORDER(S) BEING CANCELLED BY AOT, AND A REQUISITION SENT TO THE PURCHASING AGENT TO PURCHASE THE SIGNS VIA RFQ AND PURCHASE ORDER PROCESS. THIS CANCELLATION OF ORDER WITH VENDOR SHALL BE AT NO COST TO THE AGENCY OF TRANSPORTATION, AND VENDOR IS RESPONSIBLE FOR THE EXCESS COST. THE CANCELLATION NOTICE MUST BE EMAILED BY AOT (CC: PURCHASING AGENT) AND THE NOTICE KEPT ON FILE. FUTURE ORDERS MAY ALSO BE OBTAINED VIA A BID PROCESS UNTIL EVIDENCE IS GIVEN BY VENDOR THAT THEY ARE ABLE TO MEET THE ABOVE SPECIFIED DELIVERY REQUIREMENTS, AND THE PURCHASING AGENT AGREES THAT DELIVERY REQUIREMENTS ARE ACCEPTABLE.

4) QUALITY
SIGNS THAT DO NOT MEET SPECIFICATIONS OR EXHIBIT POOR QUALITY OF WORK WILL BE RETURNED TO VENDOR, AND AN ACCEPTABLE EXPEDITED REPLACEMENT MUST BE RECEIVED AT THE ORDERING LOCATION WITHIN 7 DAYS OF NOTIFICATION TO THE VENDOR. CORRECTED SIGNS SHALL BE AT NO ADDITIONAL CHARGE.

5) GENERAL REQUIREMENTS
A. FULL DELIVERY OF ALL ITEMS PER WORK ORDER IS REQUIRED (NO PARTIAL DELIVERIES).
B. THERE SHALL BE A KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR TO ADDRESS QUESTIONS AND ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
C. THERE SHALL BE KNOWLEDGEABLE SINGLE POINT OF CONTACT AT THE VENDOR FOR ORDERING, INVOICING AND OTHER ISSUES. A RESPONSE WITHIN 24 HOURS IS REQUIRED. A BACKUP CONTACT SHALL ALSO BE NAMED.
D. NON-EXPEDITED WORK ORDERS WILL BE COMPLETED IN ORDER OF RECEIPT BY VENDOR (FIRST IN, FIRST OUT).
E. VENDOR MUST CONTACT PERSON WHO ORIGINATED ORDER, IF A SIGN CANNOT BE COMPLETED AS ORDERED AND/OR AS MEETS SPECIFICATIONS. (EXAMPLE: LETTER SIZE OR FONT MAY NOT BE AUTOMATICALLY ALTERED TO FIT SIGN SIZE.)

6) GENERAL SPECIFICATIONS
7) REPORTING
A. VENDOR SHALL REPORT TO PURCHASING AGENT FIVE (5) WORKING DAYS FOLLOWING THE FIRST OF EACH MONTH IN A SIMPLE ELECTRONIC REPORT SUMMARIZING THE STATUS OF ORDERS SEPARATELY FOR THE TRAFFIC SHOP AND FOR THE OBDS PROGRAM. PURCHASING RESERVES THE RIGHT TO REQUEST ADDITIONAL DETAIL.
State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05603-7501
USA

Vendor ID: 0005041408
Vermont Correctional Industries/Vermont
280 State Dr, NOB 2 S
Waterbury VT 05671-2000
USA

Phone #: (802) 241-1472

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE OF VERMONT

Date: 7-21-16
Signature: DEBORAH DAMORE
Name: Deborah Damore
Title: Director
Email: Purchasing & Contracting

By the CONTRACTOR

Date: 3-21-16
Signature: GERALD SCARTHNER
Name: GERALD SCARTHNER
Title: ASSISTANT DIRECTOR VCI
Email: GERALD.SCHRANTNER@VERMONT.GOV
<table>
<thead>
<tr>
<th>LINE ITEM #</th>
<th>PRICE LIST</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.080&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>12&quot; x 12&quot;</td>
<td>$ 8.90</td>
<td>$12.50</td>
</tr>
<tr>
<td>2</td>
<td>18&quot; x 18&quot;</td>
<td>$ 20.03</td>
<td>$28.13</td>
</tr>
<tr>
<td>3</td>
<td>21&quot; x 15&quot;</td>
<td>$ 19.47</td>
<td>$27.34</td>
</tr>
<tr>
<td>4</td>
<td>24&quot; x 8&quot;</td>
<td>$ 11.87</td>
<td>$16.67</td>
</tr>
<tr>
<td>5</td>
<td>24&quot; x 10&quot;</td>
<td>$ 14.83</td>
<td>$20.83</td>
</tr>
<tr>
<td>6</td>
<td>24&quot; x 12&quot;</td>
<td>$ 17.80</td>
<td>$25.00</td>
</tr>
<tr>
<td>7</td>
<td>24&quot; x 18&quot;</td>
<td>$ 26.70</td>
<td>$37.50</td>
</tr>
<tr>
<td>8</td>
<td>24&quot; x 24&quot;</td>
<td>$ 35.60</td>
<td>$50.00</td>
</tr>
<tr>
<td>9</td>
<td>24&quot; x 30&quot;</td>
<td>$ 44.50</td>
<td>$62.50</td>
</tr>
<tr>
<td>10</td>
<td>30&quot; x 15&quot;</td>
<td>$ 27.81</td>
<td>$39.06</td>
</tr>
<tr>
<td>11</td>
<td>30&quot; x 18&quot;</td>
<td>$ 33.38</td>
<td>$46.88</td>
</tr>
<tr>
<td>12</td>
<td>30&quot; x 30&quot;</td>
<td>$ 55.63</td>
<td>$78.13</td>
</tr>
<tr>
<td>13</td>
<td>30&quot; x 36&quot;</td>
<td>$ 66.75</td>
<td>$93.75</td>
</tr>
<tr>
<td>14</td>
<td>30&quot; x 42&quot;</td>
<td>$ 77.88</td>
<td>$109.38</td>
</tr>
<tr>
<td></td>
<td>0.100&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>36&quot; x 12&quot;</td>
<td>$ 27.18</td>
<td>$37.50</td>
</tr>
<tr>
<td>16</td>
<td>36&quot; x 15&quot;</td>
<td>$ 33.98</td>
<td>$46.88</td>
</tr>
<tr>
<td>17</td>
<td>36&quot; x 18&quot;</td>
<td>$ 40.77</td>
<td>$56.25</td>
</tr>
<tr>
<td>18</td>
<td>36&quot; x 24&quot;</td>
<td>$ 54.36</td>
<td>$75.00</td>
</tr>
<tr>
<td>19</td>
<td>36&quot; x 36&quot;</td>
<td>$ 81.54</td>
<td>$112.50</td>
</tr>
<tr>
<td>20</td>
<td>36&quot; x 42&quot;</td>
<td>$ 95.13</td>
<td>$131.25</td>
</tr>
<tr>
<td>21</td>
<td>36&quot; x 48&quot;</td>
<td>$108.72</td>
<td>$150.00</td>
</tr>
<tr>
<td>22</td>
<td>36&quot; x 54&quot;</td>
<td>$122.31</td>
<td>$168.75</td>
</tr>
<tr>
<td></td>
<td>0.125&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>48&quot; x 18&quot;</td>
<td>$ 61.62</td>
<td>$84.00</td>
</tr>
<tr>
<td>24</td>
<td>48&quot; x 24&quot;</td>
<td>$ 82.16</td>
<td>$112.00</td>
</tr>
<tr>
<td>25</td>
<td>48&quot; x 30&quot;</td>
<td>$102.70</td>
<td>$140.00</td>
</tr>
<tr>
<td>26</td>
<td>48&quot; x 42&quot;</td>
<td>$143.78</td>
<td>$196.00</td>
</tr>
<tr>
<td>27</td>
<td>48&quot; x 48&quot;</td>
<td>$164.32</td>
<td>$224.00</td>
</tr>
<tr>
<td>28</td>
<td>48&quot; x 60&quot;</td>
<td>$205.40</td>
<td>$280.00</td>
</tr>
<tr>
<td>29</td>
<td>72&quot; x 10&quot;</td>
<td>$ 51.35</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>30</td>
<td>72&quot; x 12&quot;</td>
<td>$ 61.62</td>
<td>$ 84.00</td>
</tr>
<tr>
<td>31</td>
<td>72&quot; x 20&quot;</td>
<td>$102.70</td>
<td>$140.00</td>
</tr>
</tbody>
</table>
### PRICE LIST FOR HIGHWAY SIGNS

<table>
<thead>
<tr>
<th>0.063&quot;</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>4&quot; X 4&quot;</td>
<td>3.39</td>
</tr>
<tr>
<td>33</td>
<td>6&quot; X 8&quot;</td>
<td>4.01</td>
</tr>
<tr>
<td>34</td>
<td>6&quot; X 10&quot;</td>
<td>5.63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5/8 High Density Plywood</th>
<th>Price for Type III or Type IV</th>
<th>Price for Type VII, VIII, or IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>36&quot; X 8&quot;</td>
<td>$37.08</td>
</tr>
<tr>
<td>36</td>
<td>72&quot; X 16&quot;</td>
<td>$80.15</td>
</tr>
<tr>
<td>37</td>
<td>74 3/4&quot; X 16&quot;</td>
<td>$91.48</td>
</tr>
</tbody>
</table>

**Type B Signs (extruded aluminum panels):**

<table>
<thead>
<tr>
<th>Proposed Price per sq. ft for Type IV</th>
<th>Proposed Price per sq. ft. for Type IX</th>
</tr>
</thead>
<tbody>
<tr>
<td>See note</td>
<td>See note</td>
</tr>
</tbody>
</table>

VCI will QUOTE Type B signs as needed, VCI does not stock Extruded aluminum panels.