

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Worksafe Traffic Control Industries, Inc, with a principal place of business in Barre, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

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

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

4. **Contract Term.** The period of contractor’s performance shall begin on March 1, 2023 and end on February 28, 2025 with the option for two, twelve-month renewal periods.

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

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

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

8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment B.1- Price Schedule

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

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

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Sign Materials and Fabrication are to be in accordance with Section 675 - traffic signs and division 700 - materials of the 2018 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."

Items received under this contract shall meet all current requirements of:

- 1.1. FHWA Standard Highway Signs 2004 edition and 2012 supplement:
http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm
- 1.2. Vtrans Standard Specifications for Construction 2011 and updates (sections 675 and 700 specifically): <http://vtranscontracts.vermont.gov/construction-contracting/2011-standard-specifications>.
- 1.3. They shall also meet the Vtrans Standard Drawings, E-series and T-series;
<http://vtranscaddhelp.vermont.gov/downloads/standards>
- 1.4. Special Size Signs shall be priced per square foot, based on facing type and type/thickness of sign backing.
- 1.5. Sheeting types shall include Transfer Tape, EC Film, Type IV, Type IX, and Type XI. EC Film and the reflective sheeting need to be of the same company.
- 1.6. Sign measurements shall consistently be expressed as: width by height by thickness (W x H x Th).
- 1.7. Sign backing material:
 - 1.7.1. Aluminum Type A sign thickness shall be 0.063", 0.080", 0.100", or 0.125".
 - 1.7.2. Any changes to this contract will be done by Change Order by Purchasing and Contract Administration.

ORDERING

- 1.8. Orders may be placed by email from the Traffic Shop office or the Official Business Directional Sign (OBDS) Program office to the Contractor. See sample of Traffic Shop – Materials Report attached.
- 1.9. The Contractor must acknowledge receipt of order within 2 business days to the person placing the order.
- 1.10. 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.
- 1.11. OBDS graphics shall be applied by OBDS staff to signs prepared by the Contractor.

DELIVERY

- 1.12. Traffic Shop: Signs shall be delivered to the AOT Traffic Shop (1068 US Route 5, Saint Johnsbury) within 30 days of receipt of work order at the Contractor. Exceptions may only be allowed when the Traffic Shop is contacted by the Contractor prior to the 30 day required delivery date, and the Traffic Shop confirms by email to Contractor (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 Contractor.
- 1.13. Quantity of individual highway signs outstanding (not delivered) for Traffic Shop shall not exceed the quantity of 500 signs at any point in time.
- 1.14. OBDS Program: Signs must be delivered for the OBDS Program within 45 days of receipt of order at Contractor. There are no extensions allowed to this delivery term.
- 1.15. Exception - Requests for Expedited (high priority) highway sign delivery shall be met by delivery to VTrans within 10 working days of receipt of order.

FAILURE TO PERFORM

- 1.16. Failure by Contractor 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 Contractor shall be at no cost to the Agency of Transportation, and Contractor 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 Contractor that they are able to meet the above specified delivery requirements, and the Purchasing Agent agrees that delivery requirements are acceptable.

QUALITY

- 1.17. 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 Contractor. Corrected signs shall be at no additional charge.

GENERAL

- 1.18. Full delivery of all items per Work Order is required (no partial deliveries).
- 1.19. There shall be a knowledgeable single point of contact at the Contractor to address questions and issues. A response within 24 hours is required. A backup contact shall also be named.
- 1.20. There shall be knowledgeable single point of contact at the Contractor for ordering, invoicing and other issues. A response within 24 hours is required. A backup contact shall also be named.
- 1.21. Non-expedited Work Orders will be completed in order of receipt by Contractor (first in, first out).

- 1.22. Contractor 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.)

REPORTING

- 1.23. Contractor shall report to the Traffic Shop 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.
- 1.24. Contractor will also send the report monthly to the Traffic Shop and OBDS Program office, for comparison of delivery status, etc.
- 1.25. The Contractor 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.
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

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

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

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

4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **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.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
 - 7.1. **For the Contractor:**

Name:	Debra Ricker
Phone:	(802) 223-8948
Email:	debrar@worksafetci.com
 - 7.2. **For the State:**

Name:	Mike Kennedy, State Purchasing Agent
Phone:	(802) 249-5058
Email:	Michael.n.kennedy@vermont.gov
8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 1. A certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
 3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards
4. **PRICING:**
 1. Contractor shall provide all items on this contract at prices listed in Attachment B.1.
 2. Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to:

2178 Airport Rd, Unit A
Barre, VT 05641
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will invoice the State for the full amount of the contract /OR/ in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing

Contractor: Worksafe Traffic Control Industries, Inc
Contract #: 44962

Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

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

Attachment B.1
Price Schedule

Unless otherwise noted in the table below, all signs shall be flat sheet aluminum, with the following minimum thicknesses:

Thickness	0.080"	Price for Type III or Type IV	Price for Type VII, VIII, or IX	0.100"	Price for Type III or Type IV	Price for Type VII, VIII, or IX	0.125"	Price for Type III or Type IV	Price for Type VII, VIII, or IX	0.063"	Price for Type III or Type IV	Price for Type VII, VIII, or IX	5/8 High Density Plywood	Price for Type III or Type IV	Price for Type VII, VIII, or IX
Sign Size	12" x 12"	\$ 16.95	\$ 19.95	36" X 12"	\$ 52.98	\$ 64.14	48" x 18"	\$ 121.56	\$ 143.88	4" X 4"	\$ 6.50	\$ 7.25	36" X 8"	\$ 46.32	\$ 59.96
Sign Size	18" x 18"	\$ 35.69	\$ 44.06	36" x 15"	\$ 66.23	\$ 80.18	48" x 24"	\$ 162.08	\$ 191.84	6" X 8"	\$ 7.50	\$ 8.50	72" X 16"	\$ 174.40	\$ 204.32
Sign Size	21" x 15"	\$ 34.73	\$ 42.88	36" x 18"	\$ 79.47	\$ 96.21	48" x 30"	\$ 202.60	\$ 239.80	6" X 10"	\$ 10.00	\$ 11.25	74 3/4" X 16"	\$ 181.59	\$ 212.75
Sign Size	24" x 8"	\$ 21.09	\$ 26.04	36" x 24"	\$ 105.96	\$ 128.28	48" x 42"	\$ 283.64	\$ 335.72						
Sign Size	24" x 10"	\$ 26.49	\$ 32.70	36" x 36"	\$ 158.94	\$ 192.42	48" x 48"	\$ 324.16	\$ 383.68						
Sign Size	24" x 12"	\$ 31.72	\$ 39.16	36" x 42"	\$ 185.43	\$ 224.49	48" x 60"	\$ 405.20	\$ 479.60						
Sign Size	24" x 18"	\$ 47.58	\$ 58.74	36" x 48"	\$ 211.92	\$ 256.56	72" x 10"	\$ 101.30	\$ 119.90						
Sign Size	24" x 24"	\$ 63.44	\$ 78.32	36" x 54"	\$ 238.41	\$ 288.63	72" x 12"	\$ 121.56	\$ 143.88						
Sign Size	24" x 30"	\$ 79.30	\$ 97.90				72" x 20"	\$ 202.60	\$ 239.80						
Sign Size	30" x 15"	\$ 49.64	\$ 61.29												
Sign Size	30" x 18"	\$ 59.48	\$ 73.43												
Sign Size	30" x 30"	\$ 99.13	\$ 122.38												
Sign Size	30" x 36"	\$ 118.95	\$ 146.85												
Sign Size	30" x 42"	\$ 138.78	\$ 171.33												

Type B Signs (extruded aluminum panels):	
Proposed Price per sq. ft for Type IV	Proposed Price per sq. ft. for Type IX
SEE NOTE	SEE NOTE

NOTE:

Worksafe will quote Type B signs as needed.
Not a stock item.

Note: Non-rectangular signs shall be priced according to the dimensions of the rectangle they could be cut from (ie, a 30" diameter sign would be priced as 30"x30", a 36" triangular yield sign would be priced as 36"x36".)

Distance of Closest Distributorship/Point of Manufacture: 40 MILES to 05633

Number of Delivery Days (Business): 7-10 DAYS

