

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 Eastern Metal/USA Sign with a principal place of business in Elmira, NY, (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 Roll Up Signs, Portable Stands and Other Traffic Control Devices. 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 \$500,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on November 1, 2023 and end on October 31, 2025 with an option to renew for two, twelve month terms upon mutual agreement of both parties.
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 6 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

Attachment D – Price Schedule

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 D (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: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Roll Up Signs, Portable Stands and Other Traffic Control Devices at the prices outlined within the attached Price Schedule (Attachment D).
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:

e. **For the Contractor:**

Name: Shaun Peden
Phone: 607/734-2295
Email: speden@usa-sign.com

f. **For the State:**

Name: State of Vermont, Mike Kennedy
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/249-5058
Email: Michael.n.kennedy@vermont.gov

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. 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:** 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 the Ordering Agency.
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, within 30 business days, invoice the State 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 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 D
(Price Schedule)**

	Description	Price
Delivery charges:		
Vermont Prices quoted must include delivery charges to any point within the State of Vermont.		
	Roll-Up Signs	
SIGNS		
	Roll-up sign 36"x36" retro reflective orange standard legend with storage case	64.66
	Roll-up sign 36"x36" retro reflective orange standard legend with storage case with unclamp for post attachment	75.00
R/48-SBFO-HD	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE.	90.00
R/48-2BFO-OL-HD	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY	109.13
R/48-2BFO-2OL-HD	ROLL-UP SIGN: 48" BY 48", RETROREFLECTIVE, ORANGE, STANDARD LEGEND WITH STORAGE CASE, WITH 2 OVERLAYS	121.62
R/48-SBFO-2FF	48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags	84.75
R/48-SBFO-2FF-HD	48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Case	98.03
R/48-SBFO-2FF-OL1	48" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Overlay	110.07
R/48-SBFP-HD	48" Superbrite Fluorescent Pink Roll Up	90.30
R/48-SBFP-2FF	48" Superbrite Fluorescent Pink Roll Up w/ 2 Folding Flags	86.22
R/4824-SBFOHD	ROLL-UP SIGN: 48" BY 24", RETROREFLECTIVE, ORANGE, STANDARD LEGEND, WITH STORAGE CASE.	64.16
SC-48-HD	STORAGE CASE, REPLACEMENT FOR 48"ROLLUP	14.70
R/36-SBFO-OL-HD	ROLL-UP SIGN: 36" BY 36", RETROREFLECTIVE, ORANGE. STANDARD LEGEND WITH STORAGE CASE, WITH 1 OVERLAY	80.10
R/36-SBFO-2OL-HD	ROLL-UP SIGN: 36" BY 36", RETROREFLECTIVE, ORANGE. STANDARD LEGEND WITH STORAGE CASE, WITH 2 OVERLAYS	93.65
R/36-SBFO-2FF	36" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags	62.74
R/36-SBFO-2FF-HD	36" Superbrite Fluorescent Orange Roll Up w/ 2 Folding Flags& Case	75.04
R/36-SBFP-2FF	36" Superbrite Fluorescent Pink Roll Up w/ 2 Folding Flags	64.29
R/36-SBFP-HD	36" Superbrite Fluorescent Pink Roll Up	69.09
R/36-SBW/FO-SA	36" SUPERBRITE FLOURESCENT ORANGE ROLL UP STOP AHEAD SYMBOL	106.13
SC-36-HD	STORAGE CASE FOR 36" ROLL-UP SIGNS	13.35
	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 48"	30.00
	CUSTOM LEGENDS FOR SIGNS ONE-TIME CHARGE ADDED TO SIGN COST FOR CUSTOM LEGEND 36"	30.00
	UP/CHARGE/CUSTOM LEGEND PER SQUARE FOOT	4.00
	48" SCREEN CHARGE	60.00
STANDS		
X-553-TP	SIGN STAND: MID-SIZE, 4-LANE, INTERSTATE. GALVANIZED STEEL CONSTRUCTION. PULL-PIN LEG RELEASE	167.26
X-553-DD	Interstate X-stand w/2 Coil Springs, 2 Rigid & 1 Roll-up Sign Holder & Direct Drive Leg Release	180.17
C-202-TPTK	SIGN STAND: COMPACT, GALVANIZED STEEL, PULL-PIN LEG RELEASE	115.94
C-202-DDTK	SIGN STAND: COMPACT, GALVANIZED STEEL, WITH DIRECT DRIVE LEG RELEASE	124.04
C-902-TPTK	SIGN STAND: COMPACT, ALUMINUM, PULL-PIN LEG RELEASE	116.16
C-902-DDTK	SIGN STAND: COMPACT, ALUMINUM, WITH DIRECT DRIVE LEG RELEASE	122.69
PADDLES		
FLH-2472-DG/DGF	24" STOP/SLOW Paddle w/12" Handle & 60" Staff, Diamond Grade	75.37
FLH-1872-DG/DGF	18" STOP/SLOW Paddle w/12" Handle & 60" Staff, Diamond Grade	62.33
FLH-24-SV-COVER	Cover/Storage Case w/Velcro Closure for 24" STOP/SLOW Paddle	17.51
FLH-18-SV-COVER	Cover/Storage Case w/Velcro Closure for 18" STOP/SLOW Paddle	14.05
VA-WZ-1865-DG/DGF	18" DUAL W/6.5 ABS HANDLE, REQUIRES 3EA. C-CELL BATTERIES	224.51
VA-WZ-1872-DG/DGF	18" DUAL W/6.5 ABS HANDLE,W/72" STAFF REQUIRES 3EA. C-CELL BATTERIES	241.00
VA-WZ-1884-DG/DGF	18" DUAL W/6.5 ABS HANDLE,W/84" STAFF REQUIRES 3EA. C-CELL BATTERIES	245.60
VA-WZ-2465-DG/DGF	24" DUAL W/6.5 ABS HANDLE, REQUIRES 4 EA. C-CELL BATTERIES	259.01
VA-WZ-2472-DG/DGF	24" DUAL W/6.5 ABS HANDLE, AND 72" SHAFT REQUIRES 4 EA. C-CELL BATTERIES	270.51
VA-WZ-2484-DG/DGF	24" DUAL W/6.5 ABS HANDLE, AND 84" SHAFT REQUIRES 4 EA. C-CELL BATTERIES	276.25

VA-WZ-18SV-COVER	COVER STORAGE CASE W/VELCRO CLOSURE 18"	14.05
VA-WZ-24SV-COVER	COVER STORAGE CASE W/VELCRO CLOSURE 24"	17.51
WARNING FLAGS		
FROV-224/30	24" WITH DOWEL	4.91
FROV-218/30	18" WITH DOWEL	3.85
FROV-224/36	24" X 24" WITH 36" X 3/4" SOLID WOOD STAFF	4.78
FROV-218/36	18" X 18" WITH 36" X 3/4" SOLID WOOD SHAFT	3.89
4X4X063-HI/AL	4" x 4" Aluminum Diamond-shaped Delineator w/High Intensity finish	1.81
TOM-W-1S	Temporary Overlay Marker - White, One-Sided, 500 Pieces/Box	1.08
TOM-W-2S	Temporary Overlay Marker - White, Two-Sided, 500 Pieces/Box	1.15
TOM-Y-1S	Temporary Overlay Marker - Yellow, One-Sided, 500 Pieces/Box	1.05
TOM-Y-2S	Temporary Overlay Marker - Yellow, Two-Sided, 500 Pieces/Box	1.11
BARRICADES		
BR-2100-210153	Type I All-Plastic Folding Barricade w/High Intensity Sheeting	70.29
BR-2100-210213	Type II All-Plastic Folding Barricade w/High Intensity Sheeting	78.25
BR-3042-A-LEG	A-Frame Leg only for use w/BR-3100 & BR-3200 Rails (listed below)	40.30
BR-3100-4-HI-L&R	4' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	34.45
BR-3100-6-HI-L&R	6' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	41.44
BR-3100-8-HI-L&R	8' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	48.52
BR-3200-10-HI-L&R	10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	58.29
BR-3200-12-HI-L&R	12' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	76.23
BC-3005-FRAME	5' Square Tube Upright Type III Barricade Frame & Base w/Breakaway Hrdw.	145.63
EM-400-PC	6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included	34.72
MFR 3D MODEL#300042	TYPE I OR TYPE II A-FRAME BARRICADE LEG	40.30
MFR 3D MODEL#302454	4' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	34.45
MFR 3D MODEL#302584	6' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	41.44
MFR 3D MODEL#302649	8' x 1" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	48.52
MFR 3D MODEL#302714	10' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	58.29
MFR 3D MODEL#302779	12' x 2" x 8" Plastic Barricade Rail Sheeted High Intensity Both Sides	76.23
MFR EMCO MODEL#SQB35-FRAME	GALVANIZED STEEL TYPEIII BARRICADE FRAME (INCLUDING BREAKAWAY HARDWARE)	151.23
MFR EMCO MODEL	RAIL HARDWARE FOR ABOVE ITEM	23.40
MFR EMCO MODEL EM-400-PC	6-Volt Barricade Light w/Photocell, Off/Flash, Batteries NOT included	34.25
	E-FLARE FLASHING LED SAFETY BEACON 360 DEGREE , FOUR LED'S, REQ 2 EA D-CELL (NOT/INCL) AMBER W/BASE & CLIP	65.40
EF-400A-EFLARE	AMBER LED LIGHT ONLY	45.99
EF-400A-AMBER	BASE FOR ALL EFLARES	12.25
EF-BASE	CLIP ATTACHES EFLARE TO CONE OR BELT	10.80
EF-MAGNET	MAGNET MOUNT SECURELY TO STEEL SURFACES	31.87
	Flat fiberglass rods (battans?) that are used to hold the corners of the sign open (corner to corner)	9.67
	Clips / hardware that hold the rod to the corner	6.25
	Replacement Parts	
KIT-CP-2LP	Kit includes two complete Lock-pockets, face plates & pop-rivets (8)	6.25
2FF	Two 18"x18" Folding Flags w/30" Fiberglass staff, for 36" or 48" roll-up sign	12.18
	C-202 COMPACT SIGN STAND REPLACEMENT PARTS	
C-202-TP-LL/A	Leg assembly, must specify LEFT or RIGHT and T-Pin or Direct Drive (requires specialized tools)	6.81
C-202-TP-OR/A	Leg Outrigger Assembly	5.99
C-202-TP-BASE	Base (2) - MUST SPECIFY T-PIN OR DIRECT DRIVE LEG RELEASE	10.09
0230-55110	Turn-Knob Mast assembly, includes Leaf-spring	31.99
	X-553 INTERSTATE STAND REPLACEMENT PARTS	

X-550-TM/A	Top-Mast Assembly	11.42
X-550-BM/A	Bottom-Mast Assembly	13.48
X-550-TP-BASE	Base Assembly - MUST SPECIFY T-PIN OR DIRECT DRIVE	26.06
X-550-CS/A(2)	Coil Springs (2) - includes castings (4), support strips (2), bolts (4)	52.42
X-550-LL/A	Leg Assembly - must specify LEFT or RIGHT and T-Pin or Direct Drive	10.28
X-550-DD-12(2)	Rigid Sign holders - set of two, with Thumb Screw	15.01
X-550-DD-61(1)	Roll-up Sign Holder w/Knob Holder	7.01