

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and R.R. Charlebois Inc., with a principal place of business in Milton VT (the "Contractor") that the contract between them originally dated as of April 5, 2024, Contract # 47721, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Attachment A, Scope of Services**. The scope of services is amended as follows:
- Section 1, § a, § i, § 2 of Attachment A is amended as follows:
 - 2. The delivered trailer shall be certified for highway travel with a 20-ton payload at 50 mph
 - Section 1, § b, § i, § 2 of Attachment A is amended as follows:
 - 2. The delivered trailer shall be certified for highway travel with a 25-ton payload at 50 mph
 - Section 1, § b, § iii, § 1 of Attachment A is amended as follows:
 - 2. Tridem axles, 25,000# minimum rating, with oil wheel seals. Filled with synthetic oil.
 - Section 1, § b, § iii, § 3 of Attachment A is amended as follows:
 - 2. Hutch suspension rated at 25,000lbs per axle

- II. **Attachment C, Standard State Provisions for Contracts and Grants**. Attachment C is hereby deleted in its entirety and replaced as follows:

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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>

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Byrd Anti-Lobbying Certification. Applicable to contracts over \$100,000.00 - this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

This document consists of 2 pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

R.R. Charlebois Inc.

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called “State”), and R.R. Charlebois Inc, with a principal place of business in Milton VT, (hereinafter called “Contractor”). The 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 20 and 25 Ton Trailers. 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 April 5, 2024, and end on April 4, 2026 with an option to renew for three 12 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 12 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 12/7/2023)

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

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. 20 and 25 Ton Trailers as follows:

a. **20 TON TRAILER MODEL BWS-20NTT**

i. **GENERAL**

1. The trailer(s) shall be the manufacturer's current heavy-duty design with all standard advertised equipment/accessories provided unless otherwise superseded by these specifications.
2. The delivered trailer shall be certified for highway travel with a 25-ton payload at 50 mph.
3. The trailer shall be designed with appropriate weight distribution, (without counterweights) both empty and loaded, to track straight when travelling on the highway at speed.

ii. **FRAME:**

1. The frame shall be designed with appropriate safety factors and electronically welded where steel meets steel.
2. One-piece tongue, main beam, and beaver tail, cold formed.
3. Main frame beams shall be 12" deep minimum, high tensile steel.
4. Cross members shall be 6" deep high tensile steel.
5. Side members shall be 8" deep high tensile steel.
6. All cross members shall be pierced through the main frame on 16" centers maximum.
7. Head rail shall be at least 8".
8. The trailer shall have a 7" minimum headboard, full width.

iii. **UNDERCARRIAGE:** The undercarriage shall be equipped with the following:

1. Tandem axles, 22,500# minimum rating, with oil wheel seals. Filled with synthetic oil.
2. Provide and install hub meter prior to delivery.
3. Hutch suspension rated at 22,400lbs per axle
4. Full air brakes, with ABS, on each axle with breakaway control valve and air reservoir tank.
5. Provide 3030 brake chambers. The air tank(s) shall be equipped with a remote bleeder.

6. Air brake hoses shall extend a minimum of 4' ahead of the pintle eye and come complete with couplers and dust covers.
7. Provide 8 bolt hub piloted wheels. Eight (8) tires, minimum 235/75R17.5 16-ply radials.
8. One spare wheel and tire shall be provided (with each trailer).
9. Provide valve stem extensions on inside wheels.

iv. **DIMENSIONS:**

1. The trailer shall be designed so that 12 to 15 percent of the empty trailer weight is on the pintle eye.
2. Bed length 27'-0", including 6' beaver tail.
3. Width: 8'-6".
4. Height when loaded: 34" maximum.
5. 38" wide x 6' long air operated removable ramps with 2" oak or approved equivalent hard wood decking, stored vertically, with lock bar.
6. Lock bar shall be installed so that the tracks of an excavator, being loaded onto the trailer, will not contact lock bar or any of their mounting points.
7. 5'-6", tongue with expanded metal bottom.
8. Shall include a lockable chain/toolbox.

v. **MISCELLANEOUS:** The trailer shall be equipped with:

1. Adjustable, 3" ID pintle ring, 60,000#. Adjust from 23.5" to 32.5". Provide 48" safety chains and grab hooks, appropriately sized.
2. Holland Mark V, dual jack, 2 speed landing gear with swivel foot and pad. Mounted to main beams and headboard. Rated at 62,500lbs
3. Complete DOT sealed lighting system. All lights/reflectors mounted in protected positions. Protected license plate mounting location.
4. Lighting cable and connector to extend 4' beyond the pintle eye. Seven (7) pin connector with round terminals.
5. Trailer shall be primed and painted standard black or yellow color with lead free acrylic enamel paint.
6. Undercoat the underside and frame of trailer.

7. Under coat shall dry to a semi-hard or hard surface. Shall not come off when touched.
8. DOT red/white reflective markings on both sides and rear of the trailer
9. Mud flaps installed behind the rear dual wheels.
10. 1.75" oak flooring on main deck and beaver tail, full width. A traction surface plate may be used over the wheels.
11. Ten (10) tie downs: Four (4) on each side of main deck, evenly spaced the length of the deck. One (1) on each side of beaver tail.
12. 12" swing out deck outriggers. Four (4) each side evenly spaced the length of the main deck.
13. Install registration holder.
14. Provide trailer plug holder.
15. Minimum 2-year warranty.
16. Dealer serviced and VT State inspected prior to delivery.
17. Two complete parts and service manuals (paper) or one CD if available.

vi. **DELIVERY:**

1. The trailer(s) shall be completely dealer serviced and VT State inspected prior to delivery.
2. A VT registration form shall be completed (unit and dealer sections) and the manufacturer statement of origin (MSO) shall be provided at the time of delivery.
3. The trailers shall be delivered to the VTrans Central Garage, Berlin, VT or other mutually agreed upon location.

b. **25 TON TRAILER MODEL BWS25N**

i. **GENERAL:**

1. The trailer(s) shall be the manufacturer's current heavy-duty design with all standard advertised equipment/accessories provided unless otherwise superseded by these specifications.
2. The delivered trailer shall be certified for highway travel with a 20-ton payload at 50 mph.
3. The trailer shall be designed with appropriate weight distribution, (without counterweights) both empty and loaded, to track straight when travelling at highway speed.

ii. **FRAME:**

1. The frame shall be designed with appropriate safety factors and electronically welded where steel meets steel.
2. One piece tongue, main beam, and beaver tail, cold formed.
3. Main frame beams shall be 12" deep, high tensile steel.
4. Cross members shall be 6" deep high tensile steel, and the side members shall be 8" deep high tensile steel.
5. All cross members shall be pierced through the main frame on 19" centers maximum.
6. Head rail shall be at least 8".
7. The trailer(s) shall have a 7" minimum headboard, full width.

iii. **UNDERCARRIAGE:** The undercarriage shall be equipped with:

1. Tandem axles, 22,500# minimum rating, with oil wheel seals. Filled with synthetic oil.
2. Provide and install hub meter prior to delivery.
3. Hutch suspension rated at 22,400lbs per axle
4. Full air brakes, with ABS, on each axle with breakaway control valve and air reservoir tank. The air tank(s) shall be equipped with a remote bleeder.
5. Air brake hoses shall extend a minimum of 4' ahead of the pintle eye and come complete with couplers and dust covers.
6. Provide 8 bolt hub piloted wheels. Eight (8) tires, minimum 235/75R17.5 16-ply radials.
7. One spare wheel and tire shall be provided (with each trailer).
8. Provide valve stem extensions on inside wheels.

iv. **DIMENSIONS:**

1. The trailer shall be designed so that 12 to 15 percent of the empty trailer weight is on the pintle eye.
2. Bed length 27'-0", including 6' beaver tail.
3. Width: 8'-6".
4. Height when loaded: 34" maximum.

v. 38" wide x 6' long air operated removable ramps with 2" oak decking, stored vertically, with lock bar.

vi. 5'-6", tongue with expanded metal bottom. To include a lockable chain/toolbox.

vii. **MISCELLANEOUS:** The trailer shall be equipped with:

1. Adjustable, 3" ID pintle ring, 60,000#. Adjust from 23.5" to 32.5". Provide 48" safety chains and grab hooks, appropriately sized.
2. Holland Mark V, dual jack, 2 speed landing gear with swivel foot and pad. Mounted to main beams and headboard. Rated at 62,500lbs
3. Complete DOT sealed lighting system. All lights/reflectors mounted in protected positions. Protected license plate mounting location.
4. Lighting cable and connector to extend 4' beyond the pintle eye. Seven (7) pin connector with round terminals.
5. The trailer shall be primed and painted standard black or yellow color with lead free acrylic enamel paint.
6. Undercoat the underside and frame of trailer. Under coat shall dry to a semi-hard or hard surface. Shall not come off when touched.
7. DOT red/white reflective markings on both sides and rear of the trailer
8. Mud flaps installed behind the rear dual wheels.
9. 1.75" oak or approved equivalent hard wood flooring on main deck and beaver tail, full width. A traction surface plate may be used over the wheels.
10. Ten (10) tie downs: Four (4) on each side of main deck, evenly spaced the length of the deck. One (1) on each side of beaver tail.
11. 12" swing out deck outriggers. Four (4) each side evenly spaced the length of the main deck.
12. Install registration holder.
13. Provide trailer plug holder.
14. Minimum 2-year warranty.
15. Dealer serviced and VT State inspected prior to delivery.
16. Two complete parts and service manuals (paper) or one CD if available.

viii. **DELIVERY:**

1. The trailers shall be completely dealer serviced and Vermont State inspected (unless the dealer is from outside of Vermont) prior to delivery.

2. A Vermont registration form shall be completed (unit and dealer sections) and the manufacturer statement of origin (MSO) shall be provided at the time of delivery.
 3. The trailers shall be delivered to the VTrans Central Garage, Berlin, VT or other mutually agreed upon location.
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: Sandy Ladd
Phone: 802-734-7211
Email: sandy@rrcharleboisinc.com

f. **For the State:**

Name: State of Vermont, Bill Vivian
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/261-0797
Fax: 802/828-2222
Email: Bill.Vivian@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 (including, but not limited to, cities, towns, and school districts) 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:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:**
 - a. 20 Ton Trailer model BWS-20NTT - **\$34,711.00 per unit**
 - b. 25 Ton Trailer model BWS25N – **\$40,443.00 per unit**
5. **DELIVERY:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment B.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State

Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) 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>.