

MA 18P 1508030000000000020
MODIFICATION

State of Maine



Master Agreement

Effective Date: 08/05/15

Expiration Date: 06/30/21

Master Agreement Description: Snowplow Cutting Edges, NASPO Valuepoint #29018

Buyer Information

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

Issuer Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Agreement Reporting Categories

Reason For Modification: Utilize NASPO's (Vermont Lead State) 4th Extension to extend for one year.

Authorized Departments

17A TRANSPORTATION
17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000093951

Vendor Name

VALK MANUFACTURING CO

Alias/DBA

Vendor Address Information

PO BOX 428

NEW KINGSTOWN, PA 17072-0428
US

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime C. Schorr 7/2/2020
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

VALK MANUFACTURING CO

DocuSigned by:
Max Woodward 7/22/2020
F8257C7B4C31483...

Signature Date

Max Woodward, Vice President

State of Vermont

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

CONTRACT

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

Phone #: 717-766-0711

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

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

BLADES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

- Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Valk Manufacturing, with the principal place of business in New Kingstown, PA 07072, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.
- Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

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

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

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

5. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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

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

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

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment D

CONTRACT

State of Vermont

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



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

| | | |
|---|--------------------------------|---|
| Contract ID 00000000000000000029018 | | Page 2 of 5 |
| Contract Dates 06/30/2015 to 06/30/2021 | | Origin CPS |
| Description: SNOWPLOW BLADE CUTTING EDGES | | Contract Maximum \$9,999,990.00 |
| Buyer Name William A Vivian Jr. | Buyer Phone 828-4681 | Contract Status Approved |

Phone #: 717-766-0711

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|-------------------|-----------|-----|------------|---------|---------|
| | (5) Attachment B | | | | | |
| | (6) Attachment B1 | | | | | |

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT**State of Vermont**

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



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

Phone #: 717-766-0711

| | |
|---|---|
| Contract ID 0000000000000000000029018 | Page 3 of 5 |
| Contract Dates 06/30/2015 to 06/30/2021 | Origin CPS |
| Description: SNOWPLOW BLADE CUTTING EDGES | Contract Maximum \$9,999,990.00 |
| Buyer Name William A Vivian Jr. | Buyer Phone 828-4681 |
| | Contract Status Approved |

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|-----------|-----|------------|---------|---------|
|--------|---------|-----------|-----|------------|---------|---------|

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

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

APRIL 7, 2017

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

JUNE 7, 2018

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

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

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

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

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

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

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

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

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

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

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

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

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

CONTRACT**State of Vermont**

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



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

Phone #: 717-766-0711

| | | |
|---|--------------------------------|---|
| Contract ID 0000000000000000000029018 | | Page 4 of 5 |
| Contract Dates 06/30/2015 to 06/30/2021 | | Origin CPS |
| Description: SNOWPLOW BLADE CUTTING EDGES | | Contract Maximum \$9,999,990.00 |
| Buyer Name William A Vivian Jr. | Buyer Phone 828-4681 | Contract Status Approved |

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

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

STATE OF VERMONT
CONTRACT AMENDMENT #4

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

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

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

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

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 5 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

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

CONTRACT

State of Vermont

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



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

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

Phone #: 717-766-0711

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|-----------|-----|------------|---------|---------|
|--------|---------|-----------|-----|------------|---------|---------|

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: E-SIGNED by Christopher Cole

Signature: on 2020-05-18 20:13:13 GMT

Name: Christopher Cole

Commissioner

Title: Buildings & General Services

Email: _____

By the CONTRACTOR

Date: 5/8/20

Signature:

Name: Max Woodward

Title: Vice President

Email: mwoodward@valkmfg.com

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES**
Administered by the State of Vermont (hereinafter "Lead State")

MASTER AGREEMENT
Valk Manufacturing Company
Master Agreement No: 29018
(hereinafter "Contractor")

And

State of Maine
(hereinafter "Participating State/Entity")

Page 1 of 4

1. Scope: This addendum covers the Snowplow Blade Cutting Edges led by the State of Vermont for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES
Administered by the State of Vermont (hereinafter "Lead State")**

MASTER AGREEMENT
Valk Manufacturing Company
Master Agreement No: 29018
(hereinafter "Contractor")

And

State of Maine
(hereinafter "Participating State/Entity")

Page 2 of 4

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

4. Lease Agreements: [If applicable, Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved"]

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES**
Administered by the State of Vermont (hereinafter "Lead State")

MASTER AGREEMENT
Valk Manufacturing Company
Master Agreement No: 29018
(hereinafter "Contractor")

And

State of Maine
(hereinafter "Participating State/Entity")

Page 3 of 4

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|-----------|--|
| Name | Dan Cribari, Sales Manager, Snow Plow Division, Valk Manufacturing Company |
| Address | PO Box 428, New Kingstown, PA 17072-0428 |
| Telephone | 717-766-0711 ext 122 |
| Fax | 717-697-6297 |
| E-mail | plowsales@valkmfg.com |

Participating Entity

| | |
|-----------|--|
| Name | Terry DeMerchant, Procurement Manager, State of Maine |
| Address | 9 State House Station, Augusta ME 04333-0009 |
| Telephone | 207-624-7334 |
| Fax | 207-287-6578 |
| E-mail | Terry.L.DeMerchant@maine.gov |

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of Maine, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

**PARTICIPATING ADDENDUM
 NASPO VALUEPOINT
 SNOWPLOW BLADE CUTTING EDGES
 Administered by the State of Vermont (hereinafter "Lead State")**



MASTER AGREEMENT
 Valk Manufacturing Company
 Master Agreement No: 29018
 (hereinafter "Contractor")

And

State of Maine
 (hereinafter "Participating State/Entity")

Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|---|
| Participating State: Maine | Contractor: Valk Manufacturing Company |
| By:  | By:  |
| Name: Mark Lutte | Name: Robert P. Lang |
| Title: Director of the Division of Purchases | Title: Vice President |
| Date: 8/3/15 | Date: 8/3/15 |

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

| | |
|-------------------------------------|--|
| NASPO ValuePoint | |
| Cooperative Development Coordinator | Paul Stembler |
| Telephone | 651-206-3858 |
| E-mail | pstembler@naspovaluepoint.org |

**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
 and posting in appropriate data bases]**

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.