

State of Vermont

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

CONTRACT



Vendor ID 0000356738
Built Blades, LLC
111 Parce Ave Suite #7
Fairpoint NY 14450
United States

Contract ID 00000000000000000000000035033		Page 1 of 3
Contract Dates 10/09/2017 to 10/08/2019		Origin CP
Description: CP - SABRE PLOW BLADES		Contract Maximum \$9,999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SABRE BLADE PART #SAB-36	EA	195.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
2		SABRE BLADE PART #SAB-48	EA	260.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
3		SABRE BLADE PART #SAB-40	EA	217.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
4		SABRE BLADE PART #SAB-44	EA	239.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
5		SABRE BLADE PART #SAB-36-MR	EA	195.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
6		SABRE BLADE PART #SAB-36-ML	EA	195.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
7		SABRE BLADE PART #SAB-HD-36	EA	240.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
8		SABRE BLADE PART #SAB-HD-48	EA	320.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
9		SABRE BLADE PART #SAB-HD-36-MR	EA	240.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
10		SABRE BLADE PART #SAB-HD-36-ML	EA	240.00000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
11		CARBIDE WEAR SHOES	EA	127.50000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
12		CARBIDE FRAME SHOES	EA	127.50000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				
13		PLOW MARKER KITS	EA	31.50000	0.00	0.00
		DELIVERY ARO: 10-40 DAYS				

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
14		GRADE 8 PLOW HARDWARE	EA	0.01000	0.00	0.00

PRICING AVAILABLE UPON REQUEST.
10% DISCOUNT FROM MSRP PRICE IN EFFECT AT TIME OF ORDER.
DELIVERY ARO: 10-40 DAYS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE SABRE PLOW BLADES, SHOES, MARKER KITS AND RELATED HARDWARE TO VARIOUS STATE AGENCIES WITHIN VERMONT.

CONTRACT PERIOD: OCTOBER 9, 2017 - OCTOBER 8, 2019, WITH OPTION TO RENEW FOR TWO EACH 12 MONTH PERIODS.

VENDOR CONTACT:
MATT AQUINO
BUILT BLADES
TEL: 585-613-6821
FAX: 888-492-8458
EMAIL: INFO@BUILTBLADES.COM

STATE OF VERMONT CONTACT:
STEVE SMITH
PURCHASING AGENT
TEL: 802-828-4681
EMAIL: STEVEN.SMITH@VERMONT.GOV

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

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.

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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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

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.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____