

**The State of VERMONT
OFFICE OF PURCHASING & CONTRACTING**

In conjunction with



Request for Proposals

State of Vermont Solicitation #PCA0518

**WSCA-NASPO Master Agreement for
Snowplow Cutting Edges**

REQUEST FOR PROPOSAL Snowplow Cutting Edges

Solicitation #PCA0518

Section 1: WSCA-NASPO Solicitation - General Information

1.1. Definitions

The following definitions apply to this solicitation and the WSCA-NASPO Master Agreement.

Lead State and Lead State Contract Administrator - means the State conducting this cooperative procurement, evaluation, and award. The Lead State Contract Administrator is the term used by the Master Agreement Terms and Conditions to refer to the State centrally administering any resulting Master Agreement with the permission of the Signatory States. The Lead State and Lead State Contract Administrator normally are the same state, although the Lead State Contract Administrator role may be assigned after award or the Master Agreement.

Master Agreement – means the underlying agreement executed by and between the Lead State Contract Administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Offeror - means the company or firm who submits a proposal in response to this Request for Proposal.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into a Participating Addendum.

Purchasing Entity – A state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Participating State – A state, the District of Columbia, or one of the territories of the United States that is listed in this Request for Proposal as intending to participate. After contract award, the term Participating State refers to a Participating Entity that is a state.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

1.2. Description of Request or Proposals (RFP)

The State of Vermont, Office of Purchasing & Contracting is requesting proposals for Snowplow Cutting Edges in furtherance of the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO). The purpose of this Request for Proposals is to establish Master Agreements with qualified offerors to provide various types of snowplow cutting edges for all Participating States in accordance with the attached detailed specifications. The goods or services resulting from the award of this solicitation are to be available to all state entities, cities, counties, higher education, school districts and other political subdivisions on an as needed basis under the same cost and terms and conditions agreed to in the Master Agreement.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, or a single contractor, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

1.3. RFP Objective

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than are obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The savings realized by the contractor in managing one comprehensive WSCA-NASPO Master Agreement rather than numerous state and local contracts should result in the most attractive service level and discounts available in the marketplace.

The Master Agreement(s) resulting from this procurement may be used by state

governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions (“Purchasing Entities”)

This will be a new Master Agreement for the State of Vermont and WSCA-NASPO.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all Participating States, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire Participating State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if a Proposer elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select a offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

1.4. Lead State and Solicitation Number

The State of Vermont Office of Purchasing & Contracting is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # **PCA0518**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The State of Vermont also is the Lead State Contract Administrator as that term is used in the WSCA-NASPO Master Agreement Terms and Conditions. The Lead State point of contact designated by WSCA-NASPO and the State of Vermont, Office of Purchasing & Contracting is:

Steven Smith, Purchasing Agent
State of Vermont, Office of Purchasing & Contracting
10 Baldwin Street
Montpelier, Vermont 05633-7501
Steven.smith@state.vt.us
Tel.#: 802-828-4681 Fax #: 802-828-2222

1.5. WSCA-NASPO Background Information

WSCA-NASPO is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association

dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites www.wsca-naspo.org and www.naspo.org.

1.6. WSCA-NASPO eMarket Center

To be eligible for contract award, the Offeror agrees, by submission of a response, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Refer to Appendix A, Section 33, for the contract requirements.

1.7. Schedule of Events

Solicitation Release:	May 1, 2014
Pre-Proposal Conference:	May 13, 2014 @2:00 P.M.
Question/Answer Deadline:	May 20, 2014
Closing Date:	June 12, 2014 @2:00 P.M.
Anticipated Award Date:	July 1, 2014

All times are Eastern time unless indicated otherwise.

1.8. RFP Pre-Proposal Question and Answer Process

QUESTION AND ANSWER PERIOD: Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **May 20, 2014 by 4:30 PM**. Questions may be e-mailed to Steven.smith@state.vt.us. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions. The Lead State Contract Administrator reserves the right to not answer questions received after the Question/Answer period.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offeror's are cautioned about including context in questions that may reveal the source of questions.

1.9. RFP Addenda

Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

1.10. Pre-Proposal Conference.

A Pre-Proposal' conference will be held via conference call on May 13, 2014 @2:00 P.M
The Pre-Proposal conference is not mandatory.

1.11. Proposal Submittal Instructions

CLOSING DATE: The closing date for the receipt of proposals is **2:00 P.M., June 12, 2014.**

The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.

SEALED BID INSTRUCTIONS: All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.

Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

DELIVERY METHODS:

U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

ELECTRONIC: Electronic bids will not be accepted.

FAX BIDS: FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

1.12. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: NH, ME, TN, CT, AK, UT, MA, ID, and CO. WSCA-NASPO permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Section 7** or may be incorporated into the Participating Addendum after award.

1.13. Anticipated Usage

The yearly estimated spend is 20 Million based on the current 10 participating states. This amount may increase if additional states elect to participate during and after this bid process.

1.14. Term of Master Agreement

Section 3 of the WSCA-NASPO Master Terms and conditions (Appendix A) specifies the initial term and renewal provisions for the Master Agreements resulting from this Solicitation.

1.15. WSCA-NASPO Administrative Fee and Reporting Requirements

The contractor must pay a WSCA-NASPO administrative fee as specified in the terms and conditions described in the WSCA-NASPO Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by the Master Agreement Terms and Conditions.

Offerors shall identify below the person responsible for providing the mandatory usage reports: (This information must be kept current during the contract period)

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	

FAX NUMBER:	
EMAIL ADDRESS:	

1.16. WSCA-NASPO Master Agreement

WSCA-NASPO Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the WSCA-NASPO Standard Terms and Conditions in Appendix A.

Additional Terms and Conditions specific to a Participating State will be addressed in the Participating Addendum. Participating States that have identified Additional Terms and Conditions are part of this RFP are identified under **Section 7** of this document.

1.17. Cancellation of Procurement

This RFP may be canceled at any time up until the time of award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

1.18. Governing Laws and Regulations

This procurement is conducted by the Lead State (Vermont), in accordance with the Lead State Statutes. These are available at <http://vermont.gov/portal/>.

This procurement (i.e. the award of the Master Agreement) shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Vermont.

1.19. Right to Publish

Throughout the duration of this procurement process, Offerors must secure from the Lead State Contract Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this RFP. Offeror shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this RFP without prior written consent. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal.

Section 2: Scope of Work

The Office of Purchasing & Contracting is seeking to establish purchasing agreements with one or more companies that can provide various types of snowplow cutting edges, in accordance with the attached detailed specifications to various state agencies, political subdivisions within Vermont and any WSCA-NASPO participating entity.

Section 3: Solicitation Requirements, Information and Instructions to Offerors

3.1. Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for 180 days after the proposal due date.

3.2. Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

3.3. Minimum Proposal Requirements

VENDOR RESPONSE CONTENT AND FORMAT: The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

NUMBER OF COPIES: Submit one original bid and a complete copy on a CD and /or flash drive in Adobe Acrobat for everything except the price response sheets and Excel Format for the price response sheets.

BACKGROUND AND EXPERIENCE: Provide a full description of the experience you have had in supplying Snowplow cutting edges.

REFERENCES: Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

REPORTING REQUIREMENTS: Provide a sample of your current reporting document.

PRICING: Complete the attached PRICE RESPONSE SHEETS, PAGES 1-4. Bidders are to submit their pricing in the excel format provided and submit an electronic copy of the price response sheets with their bid on a CD or Thumb drive.

DELIVERY: Bidders are to state the earliest delivery timeframe ARO (After Receipt of Order) for the blades quoted in each category.

CERTIFICATE OF COMPLIANCE: This form must be completed and submitted as part of the response for the proposal to be considered valid.

OFFSHORE OUTSOURCING QUESTIONNAIRE: This form must be completed and submitted as part of the response for the proposal to be considered valid.

ENVIRONMENTAL INFORMATION FORM: This form must be completed and submitted as part of the response for the proposal to be considered valid.

TOWNS AND SCHOOLS QUESTIONNAIRE: We ask that bidders complete, sign and return the attached Towns and Schools Questionnaire regarding their willingness to extend the same contract pricing to these entities.

ECONOMETRIC MODELING QUESTIONNAIRE: This form must be completed and submitted as part of the response for the proposal to be considered valid.

3.4. Confidential or Proprietary Information

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

3.5. Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the WSCA-NASPO Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the question and answer process in section 1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would

be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all vendors) impractical given the timeframe for the RFP.

3.6 Debarment and Other Certifications

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

3.7. Protests

By submitting a Proposal in response to this RFP, the Vendor agrees that if Vendor is unsuccessful in a protest of either the RFP or contract award, the Protesting Vendor will pay for all costs of any related protest or litigation including but not limited to: (1) costs and attorney's fees of the State and the Successful Vendor; and (2) the difference in compensation paid to the current vendor and the amount of compensation that would have been paid to the apparent Successful Vendor for the period of delay caused by any such protest or litigation.

Section 4: Experience and Capability

Offerors must identify in their response how their company meets (or exceeds) all requirements listed in section 3 of this RFP solicitation.

4.1. Offeror Profile

Provide the following information specific to your company:

1. Your company's full name
2. Primary business address
3. Describe your company ownership structure
4. Employee size (number of employees)
5. Website
6. Sales contact information
7. Your client retention rate during the past 3 years
8. A brief history of your company and the year it was founded
9. Describe your company's growth during the past three years.

4.2. Customer Service

1. What are your hours of operation and when are key account people available to us?
2. Describe how problem identification and resolution will be handled.
3. How will you service our account? Describe the system you will use to manage our account.
4. How do you respond to customer complaints and service issues?
5. How do you assess customer satisfaction?
6. What are your quality assurance measures and how are they handled in your organization.

4.3. Technology

1. Describe your online system that Purchasing Entities would use to place orders and receive results? Include all method of order submission.
2. Describe your ability and process to support a decentralized system of orders submitted from many end users in multiple states and locations.

Section 5: Price and Cost Proposal

Pricing must be submitted on the attached price schedule. Cost in proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

DELIVERY REQUIREMENTS:

Bidders **must** provide pricing based on FOB Destination, FOB Origin and Point of Debarkation for each FTA region as indicated on the attached map.

- The following applies to Alaska: **DELIVERY TO STATE OF ALASKA:** All items shall be priced and delivered F.O.B. destination.
 - Some F.O.B. Points may be located in remote areas serviced only by limited barge service or by air freight carrier. For shipments to Alaska from the Lower 48 contiguous states, the State recommends that vendors contact Pacific Alaska Freightways for a freight quote.
<http://www.pafak.com/>

Section 6: Evaluation and Award

6.1. Right to Waive Minor Irregularities

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

Clarifications not amounting to proposal revisions may, in the Lead State's sole discretion, be conducted with Offerors who submit proposals for the purpose of [determining whether to award without discussions or in establishing a competitive range among vendors determined to be reasonable susceptible of being selected for award]. In order to determine if a proposal is responsive and reasonably susceptible to being selected for award, the Lead State Contract Administrator may communicate with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications are those communications that do not result in a material change to the proposal.

The State reserves the right to award on receipt of initial proposals (as clarified) without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

An oral presentation by an Offeror to clarify, discuss deficiencies in, or otherwise address the Offeror's proposal may be required at the sole discretion of the Lead State Contract Administrator and/or sourcing team conducting the solicitation. If oral presentations are required, they will be scheduled after the submission and initial evaluation of proposals. Oral presentations will be made at the Offeror's expense. If oral presentations are required by the Lead State Contract Administrator, only the Offerors whose proposals are reasonably susceptible of being selected for award (the "competitive range") will be invited to participate. Offerors will be expected to address as a minimum any requests for clarifications or notices of deficiencies or material weaknesses furnished in advance of oral presentations. Unless otherwise specified in the notice of oral presentations, documents distributed by Offerors in oral presentation are not considered proposal revisions.

If proposal revisions are permitted, at the conclusion of oral presentations and discussions, a date will be established in writing by the Lead State for submission of best and final offers. If revisions are permitted, Offerors shall make any revisions they deem necessary to clarify, correct weaknesses in, or strengthen their proposal. Revisions shall be made by “change page” to proposals. If proposal revisions are permitted, the Lead State does not encourage complete, substantial proposal rewrites. Offerors are cautioned not to make changes to proposal that are not clearly explained and/or justified in any proposal revision. Any revisions made to the original proposal permitted using a request for best and final offers (or other opportunity to revise proposals) will be part of the Master Agreement.

6.3. Basis for Award

Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

Consideration will be given to cost, delivery timeframe, reliability and responsibility of bidder.

6.4. Right to Accept All or Portion of Proposal

To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.

6.5. Post Award Formalization of the Contract

The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State. The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State’s judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating State, with materiality defined in terms of the effect on the evaluation and award. In any event, the Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or make no award under this RFP. Moreover, the Lead State reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet Offerors to gather additional information, so long as all Offerors are extended an equal opportunity for discussions and proposal revisions.

Section 7: Attachments

- 1). State of Vermont Additional Terms and Conditions to the WSCA/NASPO Terms and Conditions and Required Forms
- 2). Snow plow blade cutting edges detailed specifications
- 3). Snowplow Cutting Edges Price Response Region Map
- 4). Price Schedule



Appendix A WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- A. THIS CONTRACT #
- B. THE WSCA-NASPO MASTER AGREEMENT FOR SNOWPLOW CUTTING EDGES
- C. STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE WSCA/NASPO TERMS AND CONDITIONS

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) A Purchase Order issued against the Master Agreement;
- (3) The Solicitation, including any Participating Entity terms and conditions attached as exhibits or attachments; and
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the

standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State Contract Administrator means the State centrally administering the Master Agreement after execution with the permission of the WSCA-NASPO States. The Lead State Administrator normally is the same as the Lead State conducting the cooperative procurement, evaluation, and award.

Master Agreement means the underlying agreement executed by and between the WSCA-NASPO contract administrator, normally the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized by a WSCA-NASPO to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in this Request for Proposal as intending to participate. After contract award, the term Participating State refers to a Participating Entity that is a state.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

3. Term of the Master Agreement

The initial term of this Master Agreement is for Two years. This Master Agreement may be extended beyond the original contract period for Five additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State Contract Administrator.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State Contract Administrator.

b. The Lead State Contract Administrator reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for a one year period. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State Contract Administrator. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State or other Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not

affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State Contract Administrator immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential

Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State Contract Administrator prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State Contract Administrator shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State Contract Administrator shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State Contract Administrator, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided

for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State Contract Administrator shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

a. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the ordering entity 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.

c. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State Contract Administrator of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State Contract Administrator reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in

the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State Contract Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual

Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State Contract Administrator, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State Contract Administrator has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

b. Vermont's Insurance shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability,

personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State Contract Administrator a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State Contract Administrator that (1) names the Participating Entities identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entities rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State Contract Administrator, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State Contract Administrator, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and Vermont State laws and regulations. Vermont State Laws can be found at <http://vermont.gov/portal/> .

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State or a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies

and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity,

indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation or a Participating Addenda, the resulting award(s) are permissive.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State Contract Administrator and Contractor. Participating Entities who execute a Participating Addendum may alter, modified, supplement or amend the WSCA-NASPO Master Agreement Terms and Conditions as necessary to comply with Participating Entity law or policy with respect to their Orders (or Orders of Purchasing Entities encompassed by their Participating Addendum) under the Master Agreement.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of the Chief Procurement Official of the state where the Participating Entity is located. Contractors may upon request obtain a copy of the written authorization from the Lead State Contract Administrator.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision

“Purchasing Card” with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the State of Vermont’s public information laws.

25. Records available for Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. Contractor shall permit the Lead State Contract Administrator, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor’s records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Contract Administrator to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on

purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation.

d. Timely submission of these reports is a material requirement of the Master Agreement.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is

delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State Contract Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State Contract Administrator, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State Contract Administrator or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State Contract Administrator.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State Contract Administrator (in most cases also the Lead State). The construction and effect of any

Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State Contract Administrator. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, and award if named as a party or an intervener; the state serving as the WSCA-NASPO Administrator if a named party or intervener (for other claims); the Participating State if a named party or intervener; the Participating Entity state if a named party or intervener; or the Purchasing Entity state if a named party or intervener.

36. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the the eMarket Center for the Lead State Contract Administrator's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State Contract Administrator stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State Contract Administrator reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State Contract Administrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

Attachment A: State of Vermont Additional Terms and Conditions to the WSCA/NASPO Terms and Conditions and Required Forms Cooperative Agreement

Attachment B: Detailed specifications for Snowplow Cutting Edges.

Attachment C: Price response region map

Attachments D: Price Schedule

Exhibit A: Cost

Offerers are to provide unit pricing for each of the blades/systems we are requesting.

Cost for the WSCA-NASPO Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by price response sheet, Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

The Lead State is exempt from state and federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

The prices, rates and costs proposed in the Offeror's response will be valid for a minimum of 1 year after any resulting Master Agreement is signed. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The proposer must explain the proposed process to implement cost changes, and how the State will be notified.

State of Vermont
Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms
Cooperative Procurements

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.
3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

4. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 4 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 7 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. 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.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ___ Yes ___ No

Insurance Certificate(s): Attached _____ Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date

ENVIRONMENTAL INFORMATION FORM
June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

ITEM #	BRAND/MANUFACTURER	% OF RECYCLED CONTENT	% POST CONSUMER CONTENT

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

ITEM	PART #	MERCURY CONTENT

Name of Bidder:

Signature of Bidder:

Date:

TOWNS AND SCHOOLS QUESTIONNAIRE

**PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND
EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS,
AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT**

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

RESPONSE TITLE:

FIRM NAME:

DATE:

BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 1**

General: It is the purpose and intent of these specifications to describe a high quality snow plow blade cutting edges. The blades will be constructed as shown in the enclosed diagrams. Blade sections will be identified by use of the part number being stamped on the end or stenciled on the face of the blade section. Shipments may be refused if blades are not labeled. The finished blade section will be given one coat of rust resistant lacquer. Blade sections will be bundled with like blades when shipped, do not mix blades in bundles. Shipping papers and invoices are to include the part number.

REGULAR STEEL SNOW PLOW BLADE CUTTING EDGES

1. Blade:

- A. The blade will be 5/8" thick unless otherwise specified AISI C1090 quality steel.
- B. Punched or drilled square bolt holes will be 11/16" diameter. The location and spacing of the holes will be as designated on the diagrams provided.
- C. The center of the holes shall be in line within 1/32" of the established center line.

HARDENED SNOW PLOW BLADE CUTTING EDGES

1. Blade:

- A. The blade will be 1" thick AISI 1074 quality steel.
- B. Punched or drilled square bolt holes will be 11/16" diameter. The location and spacing of the holes will be as designated on the diagrams provided.
- C. The center of the holes shall be in line within 1/32" of the established centerline.

2. Hardness:

- A. Blades will be selectively hardened front and back a primary and secondary hardness.
- B. The hardening pattern will start 5/8" +/- 1/8" above the bottom edge of the blade with a 3 1/2" width over the length of the blade.
- C. Primary hardness, Rockwell C 62 +/- 5, for a depth of 1/8" +/- 1/32" at the high point of the pattern.
- D. Secondary hardness, Rockwell C 50 +/- 5, for a minimum depth of 1/32" at the high point of the pattern.

TUNGSTEN CARBIDE TIPPED SNOW PLOW BLADE CUTTING EDGES

Tungsten Carbide Tipped: A “Type A” certification will be provided on the carbide insert by the manufacturer to include:

Percent Cobalt
Density in GMSLCC
Hardness (Rockwell A)
Transverse Rupture Strength in PSI Statement certifying that no reclaimed or scrap tungsten carbide has been used.

1. **Blade:**
 - A. The blade will be $\frac{3}{4}$ ” thick flat hot rolled finished SAE 1020 steel.
 - B. Punching will be $\frac{11}{16}$ ” square holes countersunk for $\frac{5}{8}$ ” diameter
Plow bolts. The location and spacing of the holes will be as designated on the diagrams provided.
 - C. The center of the holes shall be in line within $\frac{1}{32}$ ” of the established centerline.
 - D. The groove for the carbide inserts will be milled in the center of the blade edge.
 - E. The highest and lowest tip points are not to exceed $\frac{1}{32}$ ” in a multiple blade set.
 - F. Blades will be free of warp age
 - G. Longitudinal deviation will not exceed $\frac{1}{8}$ ” on a 6’ section.

2. **Tungsten Carbide Inserts:**
 - A. The inserts will be high shock WC grade virgin tungsten carbide with a cobalt content not less than 11.5% or more than 12.5%.
Hardness: 87.5 minimum to 88.5 maximum, Rc. “A” Scale.
Density: 14.1 minimum to 14.6 maximum GMSLCC.
Transverse Rupture Strength: 350,000 P.S.I. minimum.
 - B. The inserts will be a trapezoid design conforming to the following dimensions.
Height: .635: +/- .005
Width: .365 +/- 1-
Length: 1” Nominal
Bottom Angle: 25 degrees with a nose radius of $\frac{1}{16}$ ” minimum.

3. **Brazing:**

- A. Brazing material will be a high strength silver alloy type. Braze shear strength to be 30,000 P.S.I. minimum.
- B. Tungsten carbide inserts will be positioned in the milled groove with .010" between inserts for the entire length of each blade section.
- C. The inserts will be brazed on all sides using sound brazing practices. There will be no voids or use of shims.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 2**

TUNGSTEN CARBIDE TIPPED

I. MATERIAL SPECIFICATIONS

A. BLADES

1. The blade shall be ¾” (three-quarters of an inch) thick flat, hot-rolled finished steel SAE 1020, or ASTM A36 Structural Grade hot rolled flat bar.
2. Punching shall be 11/16” square holes countersunk to receive 5/8” diameter No. 3 plow bolts.
3. Location and spacing of the holes shall be as shown on the attached drawing, specifically “SNOW PLOW CUTTING EDGE.”
4. The groove of the carbide inserts shall be milled in the center of the blade edge.
5. Center of holes shall be in line within 1/32” of established centerline.
6. Lengths of finished blade assemblies shall be 3’ and 4’ – See Bid Schedule for requested quantities of both lengths.

B. TUNGSTEN CARBIDE INSERTS

1. The inserts shall be high shock WC grade virgin tungsten carbide with a cobalt content not less than 11% or more than 12.5%.

Density: 14.1 Minimum to 14.6 Maximum GMSLCC

Hardness: 87.5 Minimum to 89.0 Maximum Rc. “A” Scale

Transverse Rupture Strength: Minimum 300,000 PSI

“The carbide insert manufacturer and/or bidder shall furnish certification WITH HIS BID SUBMITTAL that the inserts meet the specifications as outlined in this document. Failure to supply such certification with bid submittal will result in the bid being declared non-responsive.”

2. Inserts shall be a trapezoid design of the following dimensions:

Height: .635” +/- 0.005” (long angle)

Width: .365” +/- 0.010”

Length: 1” nominal

Bottom Angle: 25 degrees with a nose radius of 1/16” minimum

C. BRAZING AND ASSEMBLY

1. The brazing material shall be high strength alloy type.
2. The braze shear strength shall be minimum 30,000 PSI.

3. The tungsten carbide inserts shall be positioned in the milled groove at .010 between the inserts the entire length of each cutting edge section.
4. The inserts shall be brazed on all sides consistent with sound brazing practice with no evidence of voids, use of shims, or fillers.
5. Each blade section to contain one insert one inch nominal length for each inch of blade section length.
6. The complete cutting edge shall consist of a combination of three sections with the two end sections interchangeable.
7. The difference between the highest and lowest tip point not to exceed 1/32" on any given blade assembly.
8. The finished blade sections shall be free of warpage and longitudinal deviation not to exceed 1/8" in a four-foot blade section.
9. Each blade section shall be identified with manufacturer's identification label, stamp or stencil on each end of the section.
10. The finished blade sections shall have markings showing the front edge of the blade to avoid improper mounting.
11. The finished blade section shall be given one coat of rust resistant lacquer.

II. CERTIFICATION

Each blade shipment must be accompanied with certification documentation, specifically:

1. A Certificate of Conformance listing or stating
 - a. Manufacturer Work/Job Order Number
 - b. Raw Material lot numbers used in production
 - c. Manufacturing date
 - d. Manufacturer Quality Inspection Manager with contact information
 - e. Conformance to bid specifications
2. Raw Material Certificates of Analysis (aka, "mill" certs)
 - a. Steel
 - b. Tungsten Carbide

III. DELIVERY AFTER RECEIPT OF ORDER (ARO)

All orders must be received by the ordering District(s) within 90 calendar days after order placement. Each District is responsible for placing orders using a Purchase Order.

IV. DELIVERY REQUIREMENTS

It shall be the responsibility of the successful bidder to deliver to an area designated by the District Supply Operations Supervisor(s). A forklift with operator will be provided by the District to assist in unloading.

Blades sections will be bundled with like blades when shipped; do not mix blades in bundles. The blades must be packaged or banded in a manner so that they may be unloaded by a forklift.

Deliveries are to be made between the hours of 8:30 AM to 11:30 AM and 1:00 PM to 4:00 PM Local Time, on weekdays only. No deliveries will be accepted after these hours. No deliveries will be accepted on Saturdays, Sundays and Holidays.

The successful vendor is to notify the customer at the delivery location of any shipment at least 24 hours prior to delivery.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 3**

The following general requirements shall apply to all plow blades, both carbon steel and tungsten carbide edge, to be supplied under the Contract governed by this specification.

Shearing:

Shearing is to be within 1/16" of actual dimensions as shown on blueprints, to be clean cut with no burrs. **Flame cuts will not be accepted.**

Blade Sizes:

The length and width of all blades shall be as shown on the accompanying drawings with a maximum tolerance of + or - 1/16".

Punching:

Punching shall be square holes to receive plow bolts. Plow bolts shall not be supplied. Sizes, location and spacing of the holes shall be shown on the attached drawings. Maximum horizontal and vertical tolerance on placement of the centerlines of the punched holes shall be + or - 1/16". **HOLES MUST BE SQUARE. ROUND HOLES ARE UNACCEPTABLE.**

Painting:

Plow blade shall be painted with a black rust-inhibiting paint on both sides to prevent rusting while being stored.

Bundle Size:

Blade edges are to be bundled in lots of ten (10) each of the same type and **bundles are to be strapped together using a 1" strap at three locations.**

Chemical Analysis:

The manufacturer shall take a test ingot during the pouring of each melt of steel used in the manufacture of plow blade cutting edges supplied under this specification. The chemical composition shall be reported to the Department for each delivery of cutting edges and for each melt represented in the shipments means of a Certified Mill Test Report of each heat of steel used. The chemical composition shall conform to the requirements set forth in the paragraph Chemical Composition below. Any shipment not accompanied by a certified chemical analysis shall be rejected and returned at the Contractor's expense. The Contractor shall replace any blades returned with certified blades within fifteen (15) business days of notification.

Chemical Composition:

Carbon Steel Cutting Edges:

The blades shall be made from flat hot-rolled open hearth carbon steel conforming to S.E.A. C-1090 of latest issue and shall have a Brinell hardness of 275 min. and 325. Max. and shall conform to the following analysis of chemical composition.

PERCENTAGE		
• Element	• Min.	Max.
• Carbon	• 0.85	• 1.00
• Manganese	• 0.60	• 0.90
• Phosphorous	•	• 0.04
• Sulphur	•	• 0.05
• Silicon	•	• 0.30

Tungsten Carbide Tipped Plow Blade Cutting Blade:

Plow Blade

The blades shall be made from flat hot-rolled finished steel conforming to S.A.E. 1021 of latest issue and shall conform to the following analysis of chemical composition:

Percentage		
Element	Min.	Max.
Carbon	0.18	0.23
Manganese	0.60	0.90
Phosphorous		0.04
Silicon		0.05

Tungsten Carbide Inserts:

The inserts shall be fabricated of high stock WC grade tungsten Carbide having cobalt content between 10% and 12%.

	Min.	Max.
Specific Gravity	14:1 min	14.6 max
Hardness:	87.5 min	87.5 min Rockwell "a" Scale
Transverse Rupture Strength	350,000 psi. Min	

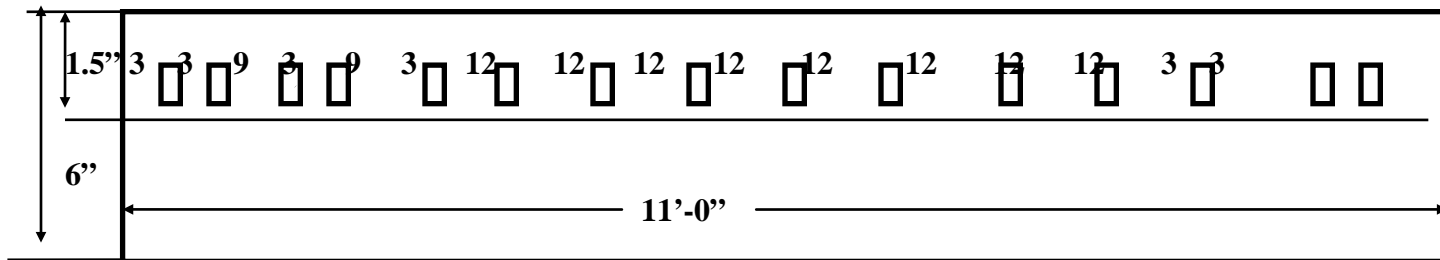
The carbide insert manufacture shall furnish with each shipment certification to the purchaser that the inserts conform to the requirements set forth above and Do Not Contain Any Reclaimed Hard scrap Tungsten Carbide. Any shipment delivered without the required certification shall be returned to the Contractor at his expense. The Contractor shall replace all rejected blades with certified blades.

The Contractor shall replace any blades returned within fifteen (15) business days of notification.

The following list of plow blades is to be included on this contract:

<u>Line Item</u>	<u>Size and Description</u>
00010	Viking Plow 1/2" x 6" x 132"
00020	Snow King Plow 3/4" x 6" x 108"
00030	3 ft carbide blade
00040	4 ft carbide blade
00050	41 1/2" x 10" blade (J.D. cutting edge for 544GH loader John Deere DWG # T146673)
00060	14" x 8 1/8" blade (J.D. cutting edge for 544GH loader John Deere DWG # T146672)
00070	Steel plate 1/2" x 8" x 6"
00080	Viking Plow 1/2" x 6" x 120"
00090	Snow King Plow 3/4" x 6" x 96"
00100	Fisher Plow 5/8" x 8" x 96"
00110	John Deere Bucket weld on cutting Edge 1" x 8" x 100"

LINE ITEM # 00010



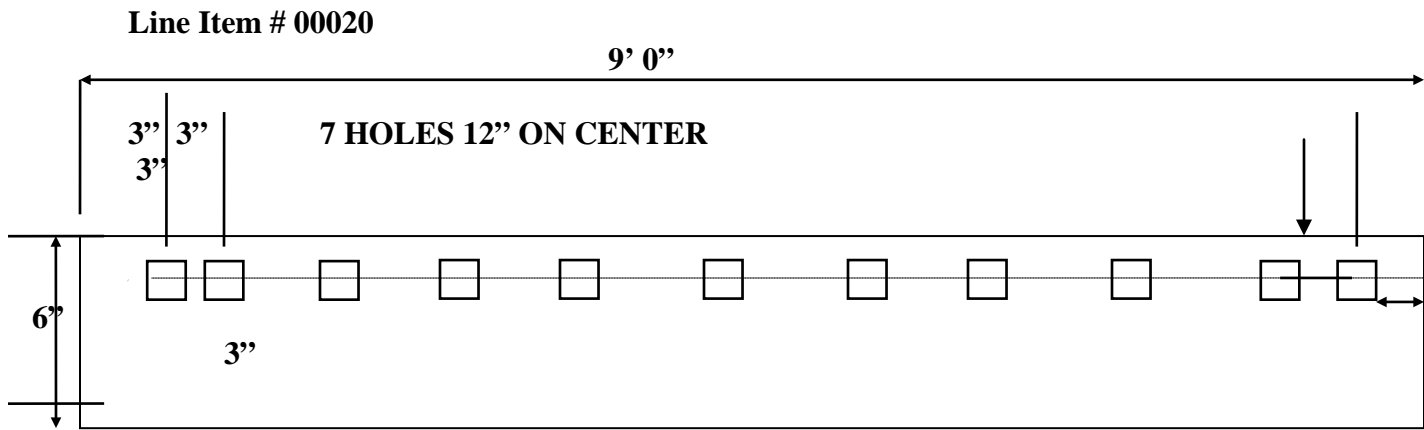
SIZE: 1/2" X 6" X 132"

All holes to be punched 15 holes 11/16" sq. Spaced as shown above.

Plow Blade 1/2" thick

From left to right first two (2) are 3" apart on center, then 9" on center, then 3" on center, then 9" on center, then 3" on center, then the next 7 holes are 12" on center, then 3" on center, then 3" on center

For the Viking plows



SIZE: 3/4" X 6" X 108"

All holes to be punched 11 holes 11/16" sq. Spaced as shown above.

Plow Blade 3/4" thick

From left to right first two (2) are 3" apart on center, and then the next 7 holes are 12" on center, then 3" on center, then 3" on center

For the Snow-King Plows

Line Item # 00030

Three (3) Foot Tungsten Carbide Edge Plow Blades

Size: 36" x 6" x 3/4"

Line Item # 00040

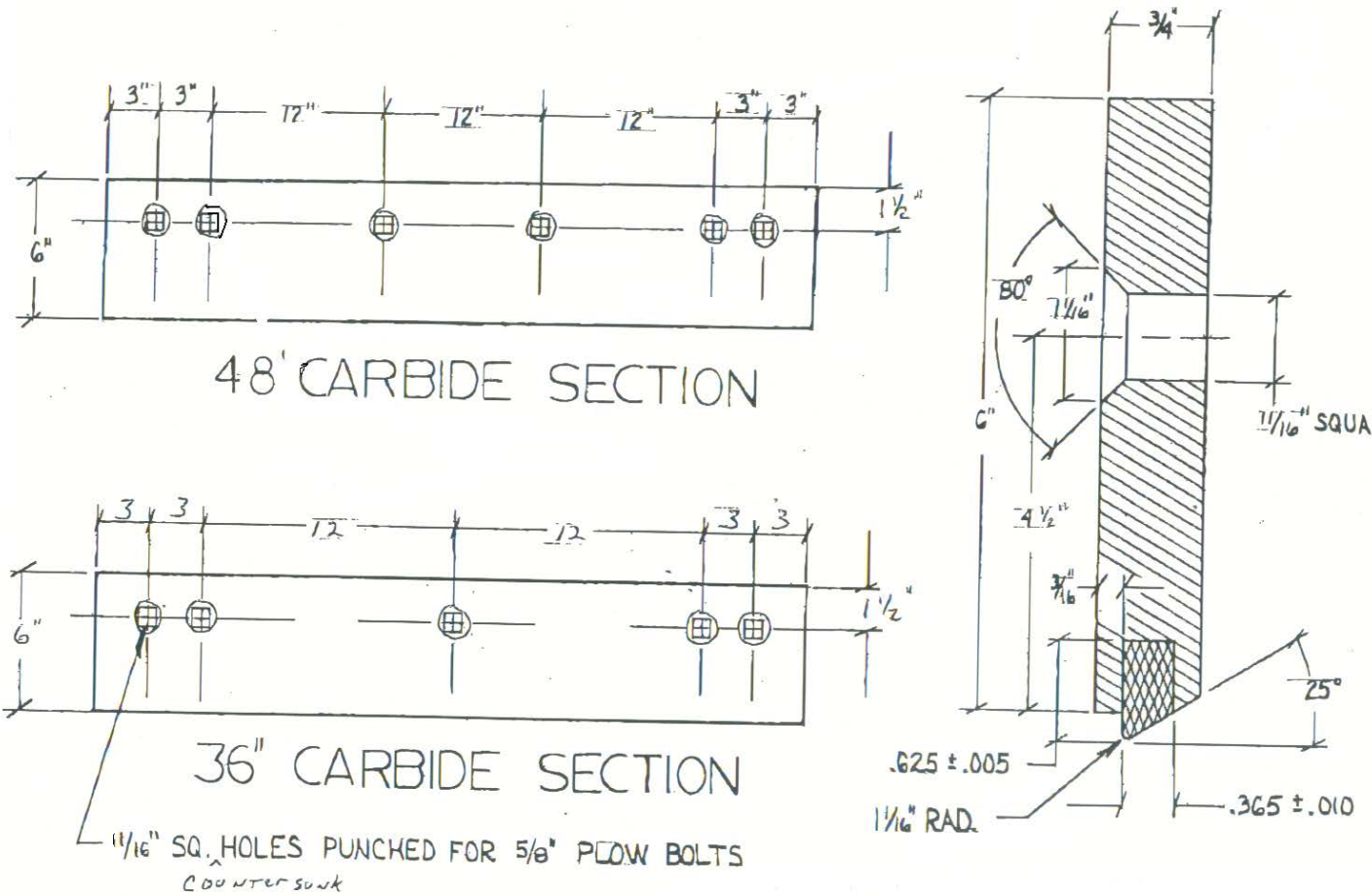
Four (4) Foot Tungsten Carbide Edge Plow Blade

Size : 48" x 6" x 3/4"

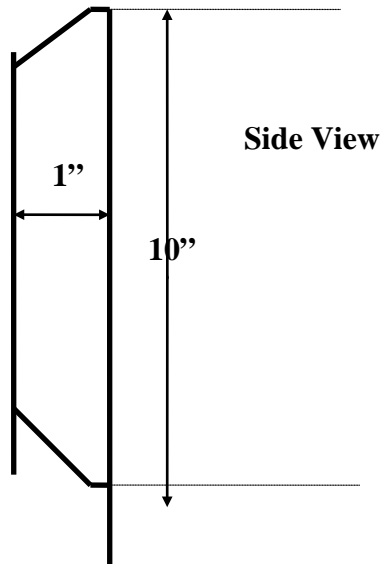
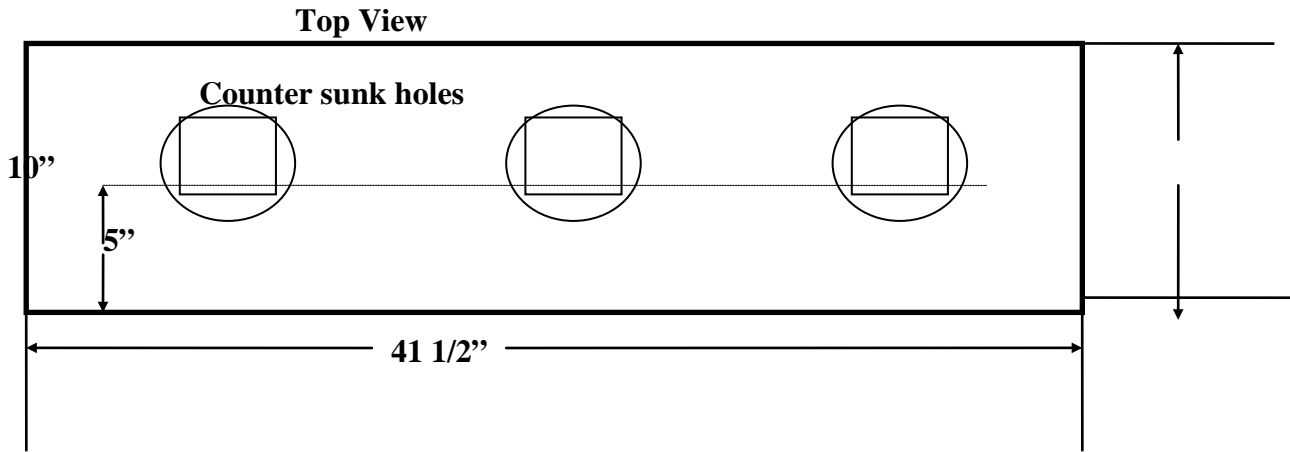
All Holes To Be Punched

5 Holes 11/16" sq. Spaced as Shown Above

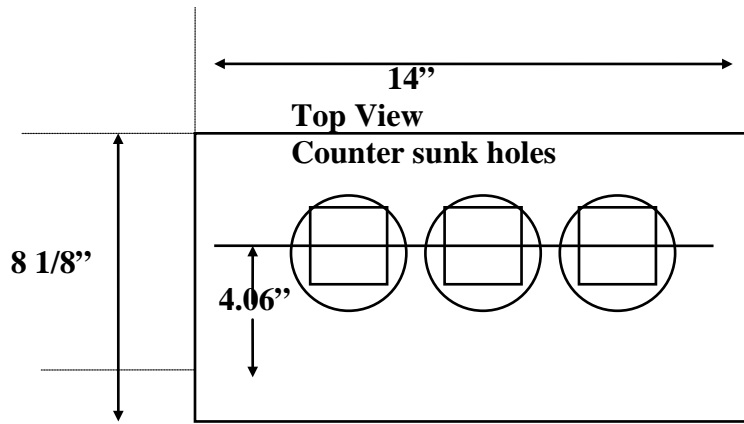
Plow Blades 3/4" Thick



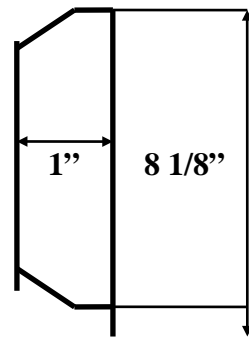
Line Item # 00050
John Deere Cutting Edge for 544GH loader
John Deere DWG # T146673
Size; 1" x 10" x 41.5" Blade
Double Bevel Flat
Bolt Size = 3/4" x 2 3/4"



Line Item # 00060
John Deere Cutting Edge for 544GH loader
John Deere DWG # T146672

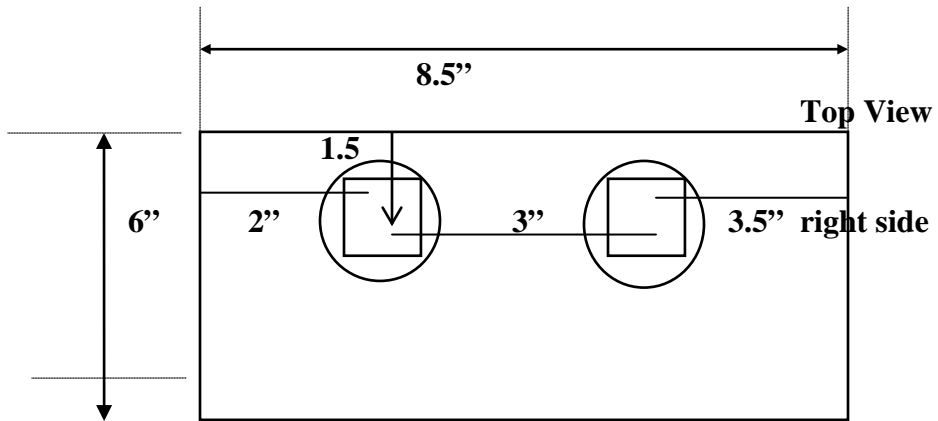


Size; 1" x 14" x 8 1/8" Blade
Double Bevel Flat
Bolt Size = 3/4" x 2 3/4"



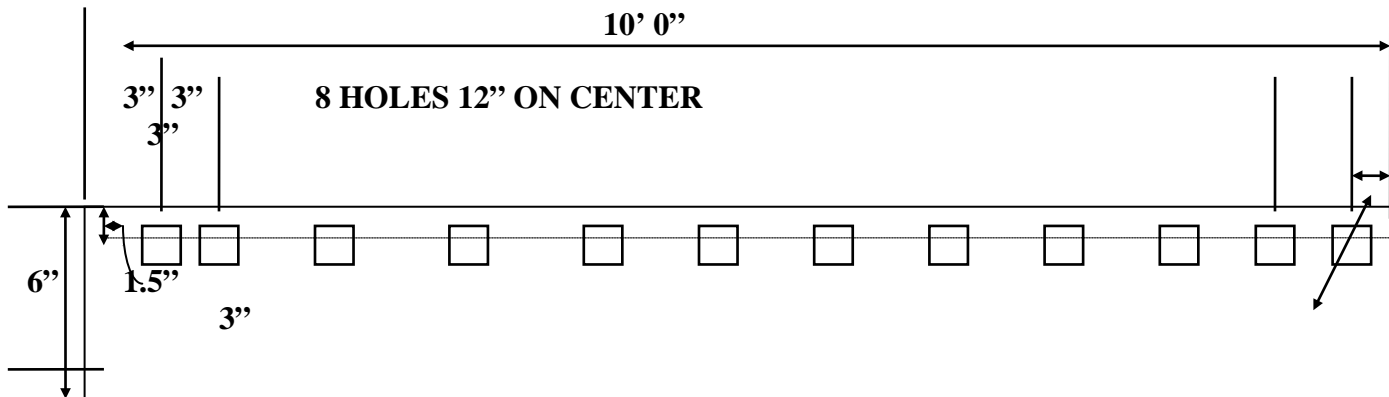
Side View

Line Item # 00070



Counter sunk holes
Holes are 1 1/2" FROM TOP
Size; 5/8"x 6" x 8.5" Blade
Steel Plate to make curb shoes

Line Item # 00080



SIZE: 1/2" X 6" X 120"

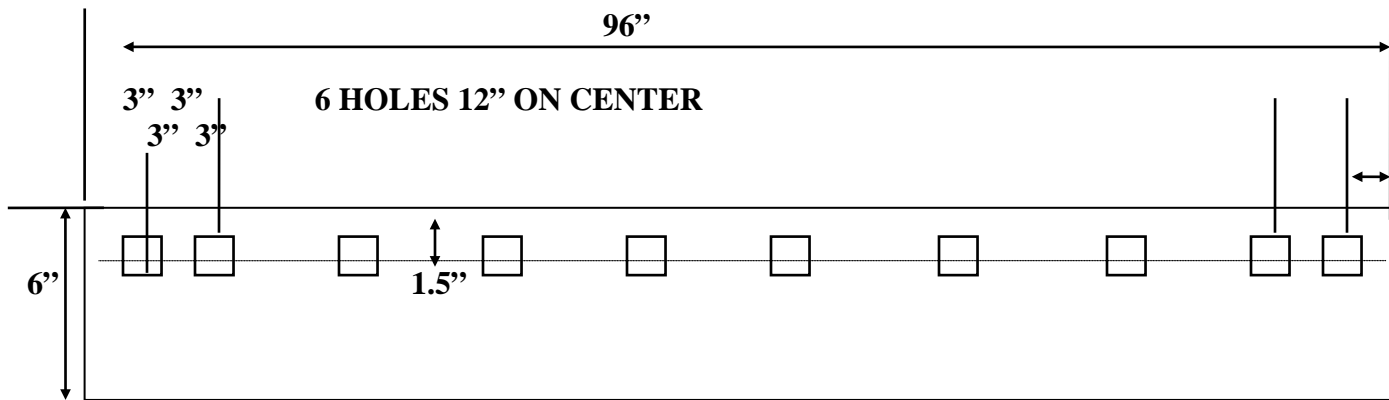
All holes to be punched 12 holes 11/16" sq. Spaced as shown above.

Plow Blade 1/2" thick

From left to right first two (2) are 3" apart on center, and then the next 8 holes are 12" on center, then 3" on center, then 3" on center

For the Viking Plows

Line Item # 00090



SIZE: 3/4" X 6" X 96"

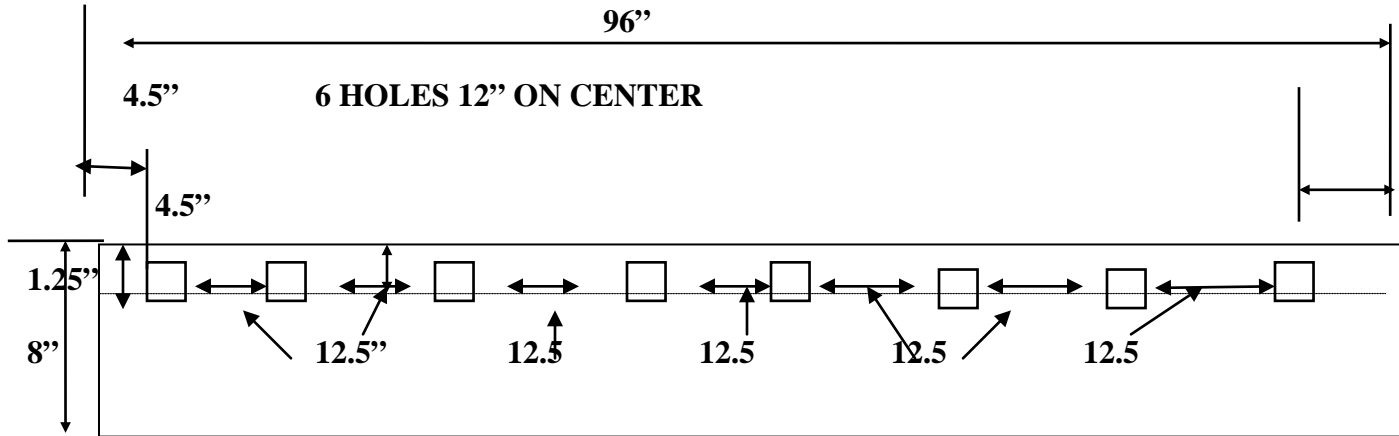
All holes to be punched 10 holes 11/16" sq. Spaced as shown above.

Plow Blade 3/4" thick

From left to right first two (2) are 3" apart on center, and then the next 6 holes are 12" on center, then 3" on center, then 3" on center

For the Snow King Plows

Item # 00100



SIZE: 5/8" X 8" X 96"

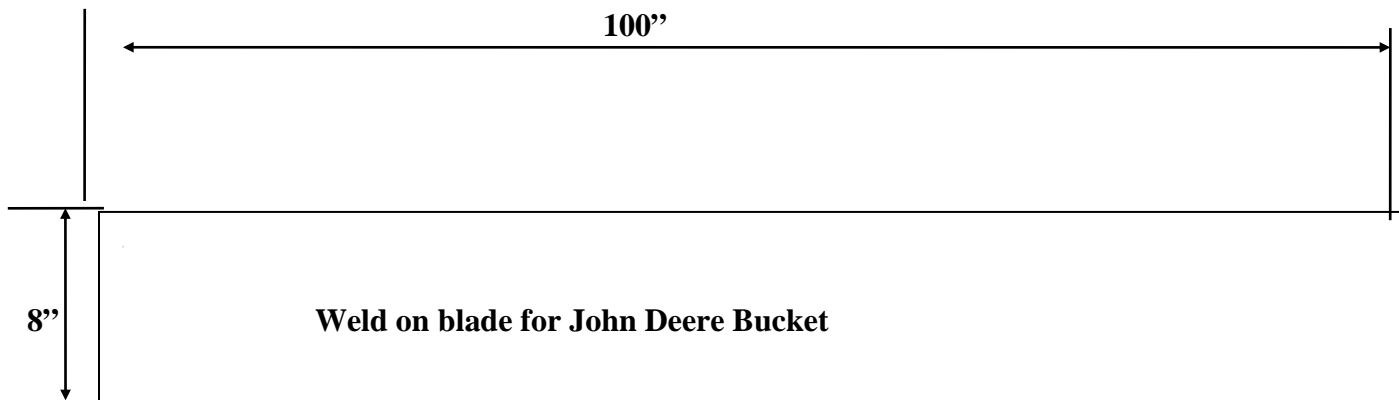
All holes to be punched 6 holes 11/16" sq. Spaced as shown above.

Plow Blade 5/8" thick

From left to right first hole is 4.5" apart on center, and then the next 6 holes are 12.5" on center, then the last hole is 4.5" on center from the right side end

For the Fisher Plows

Item # 00110



SIZE: 1" X 8" X 100"

SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 4

No. 1 - Regular Curved Blades:

Blades shall be heat treated, through hardened, with a Rockwell hardness of 43 to 55 or a Brinell hardness of 408 to 548, and rated EXTREME SERVICE. Blade width shall be 8 inches. Blades shall have the following bolt hole spacing: the first two holes on each end of the blade shall be 3 inches apart; the remaining holes shall be 6 inches apart. Example: (3-3-6-6). Bolt holes shall be square and countersunk.

Length of blades shall be one of the following standard sizes:

- 1-a:** 3 feet
- 1-b:** 4 feet
- 1-c:** 6 feet
- 1-d:** 7 feet
- 1-e:** 8 feet

Blade thickness shall be either:

- 1-f:** 3/4 inch
- 1-g:** 1 inch

Blades shall be curved with double bevel sections having standard AASHTO highway punching for either:

- 1-h:** 5/8 inch diameter bolts
- 1-i:** 3/4 inch diameter bolts

No. 2 - Regular Flat Blades / Heat Treated:

Blades shall be heat treated, through hardened, with a Rockwell hardness of 43 to 55 or a Brinell hardness of 408 to 548. Blades shall be either top punched or center punched, as specified in the order. Blades shall have the following bolt hole spacing: the first two holes on each end of the blade shall be 3 inches apart; the remaining holes shall be 6 inches apart (3-3-6-6). Bolt holes shall be square and countersunk.

Length of blades shall be one of the following standard sizes:

- 2-a:** 4 feet
- 2-b:** 5 feet
- 2-c:** 6 feet
- 2-d:** 7 feet
- 2-c:** 8 feet
- 2-f:** 9 feet
- 2-g:** 10 feet

- 2-h:** 11 feet
- 2-i:** 12 feet
- 2-j:** 14 feet

Blade width shall be either:

- 2-k:** 6 inches
- 2-l:** 8 inches
- 2-m:** 10 inches

Blade thickness shall be either:

- 2-n:** 1/2 inch
- 2-o:** 3/4 inch
- 2-p:** 7/8 inch
- 2-q:** 1 inch

Blades shall be flat sections having standard AASHTO highway punching for either:

- 2-r:** 5/8 inch diameter bolts
- 2-s:** 3/4 inch diameter bolts

No. 3 - Regular Flat Blades / High Carbon:

Blades shall be high carbon with a Rockwell hardness of 24 to 36 or a Brinell hardness of 247 to 337. Blades shall be either top punched or center punched, as specified in the order. Blade width shall be 8 inches. Blades shall have the following bolt hole spacing: the first two holes on each end of the blade shall be 3 inches apart; the remaining holes shall be 6 inch apart (3-3-6-6). Bolt holes shall be square and countersunk.

Length of blades shall be one of the following standard sizes:

- 3-a:** 9 feet
- 3-b:** 12 feet
- 3-c:** 14 feet

Blade thickness shall be either:

- 3-d:** 3/4 inch
- 3-e:** 5/8 inch
- 3-f:** 7/8 inch

Blades shall be flat sections having standard AASHTO highway punching for either:

- 3-g:** 5/8 inch diameter bolts
- 3-h:** 3/4 inch diameter bolts

No. 4 - Scarifier Blades/1.4" Tooth Width:

Blades shall be heat treated, through hardened with a Rockwell hardness of 38 to 50 or a Brinell hardness of 357 to 488. Blade width shall be 8 inches. Blades shall have the following bolt hole spacing: the first two holes on each end of the blade shall be 3 inches apart; the remaining holes shall be 6 inches apart (3-3-6-6). Bolt holes shall be square and countersunk.

Length of blades shall be one of the following standard sizes:

- 4-a:** 3 feet
- 4-b:** 4 feet
- 4-c:** 6 feet
- 4-d:** 7 feet

Blade thickness shall be either:

- 4-e:** 3/4 inch
- 4-f:** 1 inch

Blades shall be curved, double bevel sections, having standard AASHTO highway punching for either:

- 4-g:** 5/8 inch diameter bolts
- 4-h:** 3/4 inch diameter bolts

Teeth shall be of straight design with 1inch spacing. Teeth shall be 1.4 inch wide by either:

- 4-i:** 4.25" long
- 4-j:** 2.5" long

No. 5 - Scarifier Blades / 2.5" Tooth Width:

Blades shall be heat treated, through hardened, with a Rockwell hardness of 38 to 50 or a Brinell hardness of 357 to 488. Blade width shall be 8 inches. Blades shall have 2.5 inch tooth width. Blades shall have the following bolt hole spacing: the first two holes on each end of the blade shall be 3 inches apart; the remaining holes shall be 6 inches apart (3-3-6-6). Bolt holes shall be square and countersunk.

Length of blades shall be one of the following standard sizes:

- 5-a:** 3 feet
- 5-b:** 4 feet
- 5-c:** 6 feet
- 5-d:** 7 feet

Blade thickness shall be either:

- 5-e:** 3/4 inch
- 5-f:** 5/8 inch

5-g: 1 inch

Blades shall be curved, double bevel sections, having standard AASHTO highway punching for either:

5-h: 5/8 inch diameter bolts

5-i: 3/4 inch diameter bolts

Teeth shall be of straight design with 1-1/2" spacing. Teeth shall be 2-1/2" wide by either:

5-j: 4.25 inch long

5-k: 2.5 inch long

No. 6 - Single Carbide Insert Blades:

Blades shall be flat, hot rolled steel, must meet or exceed grade SAE 1020 specifications. Length of blades shall be one of the following standard sizes:

6-a: 3 feet

6-b: 4 feet

6-c: 5 feet

Blade width shall be either:

6-d: 5 inches

6-e: 6 inches

6-f: 8 inches

Blade thickness shall be either:

6-g: 3/4 inch

6-h: 7/8 inch

6-i: 1 inch

Blades shall be top punched 1.5 inches from the top of the blade to the center of the line of bolt holes. The first two holes on each end of the blade shall be 3 inches apart, center-to-center, the remaining holes shall be 6 inches apart center-to-center. Example: (3"-3"-6"-6"-6"-6"-3"-3"). The slots for the carbide inserts shall be milled in the center of the blade edge. The inserts shall be high shock WC grade Tungsten Carbide with 11% to 12.5% cobalt content. The carbide density shall be 14.1 (min.) to 14.6 (max.) gms/cc. The carbide insert hardness shall be from 87.5 (min.) to 89.0 (max.) on the Rockwell "A" scale. The inserts shall be of trapezoidal design and measure approximately .635 inch high x .365 inch thick x 1 inch long. The bottom angle shall be 25 degrees with a 1/16 inch minimum nose radius.

Blades shall be punched with square countersunk holes for either:

6-j: 5/8 inch diameter bolts

6-k: 3/4 inch diameter bolts

No. 7 - Dual Carbide Insert Blades:

Blades shall be flat, hot-rolled steel, must meet or exceed SAE 1020 specifications. Blade thickness shall be 7/8 inch. The blade length of the blade shall be one of the following standard sizes:

7-a: 2 feet

7-b: 3 feet

7-c: 4 feet

7-d: 5 feet

Blade width shall be either:

7-e: 5 inches

7-f: 6 inches

Blades are to be punched with square countersunk holes for either:

7-g: 5/8 inch diameter bolts

7-h: 3/4 inch diameter bolts

Blades shall be top punched 1.5 inches from the top of the blade to the center of the line of bolt holes. The first two holes on each end of the blade shall be 3 inches apart, center-to-center, the remaining holes shall be 6 inches apart center-to-center. Example: (3"-3"-6"-6"-6"-6"-3"-3"). The top edge of the blade (opposite the carbide edge) shall be beveled at a 32 degree angle leaving an approximately .34 inch blunt dimension at the end of the blade to fit to motor grader moldboards. There shall be two rows of Tungsten carbide inserts brazed into an open-faced recess along the entire bottom edge of the blade. The front row of inserts shall be rectangular and measure approximately .75" high x .32" thick with each insert approximately 2 inches long. The front row of inserts shall be a grade SP341 Macro crystalline type WC, tungsten carbide insert with a hardness of 83.5 - 85.0 on the Rockwell "A" scale. The second rear row of inserts shall be trapezoidal and measure approximately .63 inch high x .38 inch thick with each insert approximately 1 inch long. The bottom angle shall be 25 degrees with a 1/16 inch minimum nose radius. The second row of inserts to be a high shock WC grade of tungsten carbide with 11% to 12.5% cobalt content with a hardness from 87.5 (min.) to 89.0 (max.) on the Rockwell "A" scale.

No. 9 – Brand Specific Blades

All blades in this lot are brand specific. Only Caterpillar Inc. **part number 109-3124** will be accepted. No substitutions.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 5**

1. General Information

2. References

- 2.1** ASTM B276-05(2010) Standard Test Method for Apparent Porosity in Cemented Carbides (or latest edition)
- 2.2** ASTM B294-10 Standard Test Method for Hardness Testing of Cemented Carbides (or latest edition)
- 2.3** ASTM B311-08 Standard Test Method for Density of Powder Metallurgy (PM) Materials Containing Less Than Two Percent Porosity.
- 2.4** ASTM B390-92(2000) Standard Practice for Evaluating Apparent Grain Size and Distribution of Cemented Tungsten Carbides (or latest edition)

3. Blade

- 3.1 The blade shall be flat hot-rolled finished steel to meet or exceed specifications for A36 or 1020 - type steel.
- 3.2 Dimensions:
 - Length: Blade shall be 48" long, (-0.06", + 0.00" long.)
 - Height: 6" (+.09", -.06")
 - Thickness: 0.75" (3/4")
- 3.3 Punching shall be standard highway 11/16" square, counter-sunk to receive 5/8" diameter No. 3 head plow bolts, gauged 2" from the top of the blade to center of hole. The centerline of the holes shall be in line ± 0.03 " of established horizontal centerline and 0.06" of established vertical centerline.
- 3.4 Carbide inserts groove shall be milled in the center of the blade edge.
- 3.5 The finished blade section shall be free of warpage and longitudinal deviation not to exceed 0.125" in either direction in a four-foot section.
- 3.6 Identify each blade with the manufacturer's identification stamp or marking.
- 3.7 The finished sections shall have markings showing the front edge of the blade to avoid improper mounting.

4 Tungsten Carbide Inserts

- 4.1** The inserts shall be a high shock WC grade of tungsten carbide with
 - A. 11 to 12 percent cobalt content.
 - B. Tungsten carbide content 87.0 to 88.0 percent

- C. All other constituents – not more than 1.0 percent maximum
- 4.2 Each blade section to contain one insert, one-inch nominal length for each inch of blade section length.
- 4.3 Inserts shall be constructed of tungsten carbide, rectangular in design. Each blade shall contain 48 inserts with the following dimensions:
- | | |
|---------|------------------|
| Height: | 0.760" +/- 0.010 |
| Width: | 0.360" +/- 0.005 |
| Length: | 1" nominal |
- 4.4 Using a statistically valid sampling plan determine the following parameters are met with a minimum confidence level of 95 percent:
- A. Surface cracks as determined by visual examination under a 3-power microscope – maximum of 15 percent of inserts show cracks
- B. Density: 14.0 to 14.5 g/cc
- C. Hardness 88.0 to 90.5 HRA
- D. Porosity: (1) A00 – A04
(2) B00 – B02
(3) C00 – C04
- E. Grain size (1) 10M/10C
(2) 15 percent or less of samples have no large voids or “void clusters” when viewed under a 200-power microscope
- 4.5 The tungsten carbide inserts shall be positioned in the milled groove at approximately .010” between the inserts the entire length of each cutting edge section.
- 4.6 The difference between the highest and the lowest tip point between any two adjacent inserts shall not exceed 0.03” on any blade assembly.
- 4.7 Quality control documentation - Vendor shall furnish documentation that quality control testing of carbide inserts was conducted at the tungsten carbide manufacturing plant to confirm that the inserts meet the requirements 4.1 through 4.4
- 4.8 Quality Assurance Testing – Customer will select samples from supplied blades and subject them to Quality Assurance Testing. If Quality Assurance Testing does not confirm that the blades do not meet the specification then the blades will be rejected.
- 4.9 Customer reserves the right to test any snow plow blade supplied under this specification at any time. If customer testing fails to confirm vendor-supplied test results, the shipment represented may be rejected.
- 4.10 Disposition of Rejected Blades – Vendor shall remove rejected blades from Customer property and replace them at no cost to customer.

- 4.11 Alternative Disposition of Rejected Blades – Customer at its' sole discretion, may elect to use rejected blades with a net 25% reduction in payment to the vendor.

5.0 Brazing

- 5.1 Brazed alloy joint must be comprised of a high strength alloy material that has shear strength to withstand 30,000 minimum PSI. The filler material contains no cadmium.
- 5.2 Braze inserts on all sides consistent with sound brazing practice with no evidence of voids or use of shims. Due to the thickness of the braze joints between inserts it may be necessary for several inserts to be slightly shorter or longer than the nominal 1" length to insure the carbide insert runs the entire length of the blade without protruding from the end of the steel body.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 6**

TUNGSTEN CARBIDE TIPPED SNOW PLOW BLADES

1. BLADE

- 1.1** Blades shall be flat hot-rolled finished steel SAE 1020 of domestic manufacture.
- 1.2** Punching shall be 11/16" square holes to receive 5/8" diameter carriage bolts. Location and spacing of the holes shall be as shown on the attached drawings.
- 1.3** The groove for the carbide inserts shall be milled in the center of the blade edge.
- 1.4** Center of holes shall be in line within 1/32" of established centerline.

2. TUNGSTEN CARBIDE INSERTS

- 2.1** The inserts shall be WC grade of tungsten carbide with 11% to 12% cobalt content.

Density: 14.1 minimum to 14.6 maximum.

Hardness: 87.5 minimum to 89.0 maximum Rockwell "A" Scale.

Transverse Rupture Strength (P.S.I.): 350,000 minimum.

Porosity: (ASTM B276-79) A 06
B 00
C 00

- 2.3** Insert Design.

The inserts shall be trapezoidal in shape to the following dimensions:

Height: .750 + .005 (Long side)

Width: .365 + .010

Length: 1 in. nominal

Bottom Angle: 25 degrees with a nose radius of 1/16" minimum.

2.4 A metallurgical evaluation of the carbide insert shall show no evidence of cross grade contamination. Evaluation to be based on a photo micrograph of a polished and etched specimen at 500X magnification.

3. BRAZING

3.1 The brazing material shall be a high strength alloy type. The braze shear strength to be 30,000 psi minimum.

3.2 The tungsten carbide inserts shall be positioned in the milled groove at .010 between the inserts the entire length of each cutting edge section.

3.3 The inserts shall be brazed on all sides consistent with sound brazing practice with no evidence of voids or use of shims.

3.4 Each blade section to contain one insert, one-inch nominal length for each inch of blade section length. Reference 2.3.

4. SPECIFIC REQUIREMENTS

4.1 The complete cutting edge shall consist of a combination of three sections with the two end sections interchangeable.

4.2 The difference between the highest and lowest tip point between two adjacent inserts is not to exceed 1/32" on any given blade assembly.

4.3 The finished blade sections shall be free of warpage and longitudinal deviation not to exceed 1/8" in a 44" blade section.

4.4 Each blade section shall be identified with the manufacturer's identification stamp, month and year on each end of the section.

4.5 The finished blade sections shall be given one coat of * "lead free" rust resistant lacquer and with markings showing the front of the blade to avoid improper mounting. However, the carbide edge of the blade section shall not be lacquer coated to allow ready physical inspection.

4.6 Each blade is to be numbered at each end by stamping onto the metal 3/8" letters and numerals either 28C, 40, 44C or 44E as appropriate.

5. SPECIAL PROVISIONS

5.1 The Vendor guarantees the finished product to meet all specifications and to be free from defects in materials and workmanship and that it will perform the

work of snow, ice and slush removal when in use on all types of paved systems. The Vendor also guarantees to make an adjustment to the customer for a period of 30 months after acceptance by the customer on any blade section with 25% or more of wear left in the edge which fails in any of the following respects:

1. Loss of one or more carbide tips.
2. Shattering along the longitudinal plane.
3. Shattering along a plane in or about the line of travel.

Wear on a blade section is defined as follows:

* "Lead free"- shall be consistent with 16 CFR Part 1303,2(b)(2).

The amount of wear on a blade section shall be determined by measuring the depth remaining on the insert nearest each end of the blade section which has not been damaged due to side exposure; taking the average of the depths so measured; and indicating this average depth as a percentage of the depth of an insert as originally mounted in the blade section. The depth measurement will be taken parallel to the plane of the blade section.

- 5.2** The Vendor's guarantee will not apply when the cause of failure of a blade section can be attributed to negligence on the part of the operator, such as, but not limited to; striking abutments or other obstructions, faulty installation of a blade section; uneven plow balance; or other poor operating practices.

The customer warrant in requesting any adjustment on a blade section that:

1. The blade section was used only in the manner ordinarily employed in the removal of snow, ice and slush.
2. The blade section was securely bolted to the moldboard when in use to prevent blade chatter.
3. Inspection was made before each patrol of the blade sections to insure that all bolts were tight.

- 5.3** Adjustments on blade sections under Paragraph 5.1 subject to the provisions of Paragraph 5.2 will be made by the Vendor as follows:

- a.** The Vendor will replace without charge any blade section which fails in any respect enumerated before 25% wear has occurred.
- b.** If blade section failure occurs after 25% of the wear life of the blade has occurred and before 75% of the wear life has occurred, the Vendor will replace the blade section for a charge which is proportional to the amount of service life rendered for the blade section based on the wear which has occurred.
- c.** There shall be no replacement of, or adjustment on, a blade section which has less than 25% wear life left therein.

5.4 Each blade section on which a claim of adjustment is made will be returned promptly by the customer to the Vendor, freight prepaid, with a written claim for adjustment.

The Vendor, upon determining that an adjustment on the blade section is in order, will notify the customer that an adjustment is to be made and what charge, if any, is to be made for the adjustment, and will ship promptly the replacement blade section to the customer, freight prepaid.

5.5 Each bidder shall submit a sample blade section for examination of workmanship acceptability. The blade section submitted by the successful bidder shall be retained by the State as a standard for quality comparison purposes against the delivery quantity.

5.6 Each bidder shall submit a shop drawing of the blade sections with the proposal.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 7**

Grader Blades

All blades are to be domestic or Canadian manufactured and must be of North American steel.

Blades are to be through hardened to Brinell 400 minimum and carry a full guarantee against breakage. If a blade brakes during its lifetime it shall be replaced without charge by the vendor. Blades are to have both edges beveled, both ends square, with 6" punching for 5/8" No. 8 plow bolts, lacquered but without nuts and bolts. The bevel and edge thickness dimensions are to be to the manufacturer's standard.

Length	plus or minus' 1/16"
Cord width	plus 1/8" minus 3/32"
Thickness	plus or minus 1/64"
Camber	1/8" in 5' maximum
Shipping wt.	3/4" x 72" blade approx. 113 Lbs. 3/4" x 84" blade approx. 132 Lbs.

Blades shall be painted with rust inhibiting lead free paint on all sides. Material safety data sheets for paint used must accompany all shipments.

Blades subject to test and inspection upon delivery.

Blades must be packaged 10 per bundle.

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 8**

Bucket Blades

All blades are to be domestic or Canadian manufactured and must be of North American steel.

Blades are to be through hardened to Brinell 400 minimum and carry a full guarantee against breakage. If a blade should break during its lifetime it shall be replaced without charge by the vendor. Blades to have a 30 degree beveled edge, both ends square. Bucket blade specification BB1 to BB4 have a 13/16" square punched hole, 1 5/16" countersunk to accommodate a 3/4" grade 8 plow bolt with No. 3 head. Bucket blade BB5 must have a 11/16" square punched hole countersunk to 1 1/16" to accommodate a 5/8" grade 8 plow bolt with a No. 3 head. Blades BB6 and BB7 shall be punched and countersunk for 1" No. 3 plow bolts.

Blades shall be painted with rust inhibiting lead free paint on all sides. Material safety data sheets for paint used must accompany all shipments.

Blades will be subject to inspection upon delivery.

Blades must be packaged 10 per bundle.

RC42 - 50 below decarb.

RC30 minimum at .48.

BB3 = Bucyrus Part No. 101639M & John Deere Part No. T146672

BB\$ = Bucyrus Part No. 101638M & Valk Part No. HEAFDB.625x8x8

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 9**

FLEXIBLE PLOW BLADES

Plow Edge

General Specifications

The plow edge blade shall consist of individual steel segments encased in rubber with steel bushings positioned on 12" centers for mounting to the plow. Each segment shall be milled to a special shape and profile and inserted with tungsten carbide bits, brazed in place along the wear edge.

Finished Specifications

The finished blade shall be approximately 7/8" thick by 6" wide weighing 9.75 lbs. per foot. 11/16" ID steel bushings shall be located 1.5" from the top of the blade on 12" centers to facilitate mounting to the *plow*. Each blade shall have blade orientation embossed in the rubber casing.

A 1/2" x 3" heat-treated 15B30 clamp bar shall be mounted on top of the plow blade to hold the blade on the plow. This clamp bar weighs approximately 5 lbs. per foot and has 11/16" square holes located on 12" centers to align with the bushings in the blade and shall be a part of the plow edge.

Complete nut and bolt sets shall be provided with each plow edge.

Steel Segment

1. Cast steel 0.75" thick by 5" wide and 11.22" long.
2. The top 3.125" of the segment shall be milled down to 0.625" thick.
3. The lower, inserted section shall remain 0.75" thick. Slots measuring 8.2 mm wide x 24.5 mm deep shall be milled in this portion to receive tungsten carbide inserts and braze matrix.
4. The segment shall be cast to a 'horseshoe' design. The upper ears shall measure 2.55" wide (each with a 0.50" x 2.00" clip on the outside edges). The cutout measures shall be 6.13" x 2.8125" with 1" rads in the two lower corners

Tungsten Carbide Inserts

1. High shock resistant grade tungsten carbide.
2. Rooftop shape shall measure approximately 8.16mm thick, 24.25 mm tall and 25.9mm long.
3. Each insert shall weigh approximately 69 grams.
4. Each finished segment shall have 11 inserts (approximately 759 total grams of carbide insert material).
5. Tungsten carbide shall be 89% by physical weight – 100% virgin materials
6. Specific gravity shall be 14.35 to 14.6.
7. Hardness shall be 87.5 – 88.8 Rockwell A
8. Transverse rupture strength shall be 351,000 – 428,000 psi.

Braze

1. Inserts shall be brazed on all sides using Nickel/Silver braze
2. Shear strength shall be approximately 70,000 psi.
3. Maximum height difference between highest and lowest inserts shall be 1/32” in each 11.22” segment
4. Braze Composition Shall Be:

Copper/Silver	46.0-50.0%
Silicone	0.04-0.25%
Nickel	9.0-11.0%
Phosphorus	0.25%
Aluminum	0.01%
Lead	0.05%
Zinc	Remainder

Rubber Matrix

1. Typical Physical Properties Shall Be:

Ultimate Elongation	582%
100% Modulus	276 psi.
Tensile Strength	3113 psi.
Shore A Durometer	60 pts.
Tear Strength	341 psi.
Compression Set	26.5%
Brittleness	No cracks at -40C

Adapter Blade

Blade

1. Blade shall be ASTM A36 Structural Grade hot rolled flat steel. Blade size is 3/4" x 7" x 3 ft. or 4 ft. long.
2. Blade to have (2) sets of holes. The top set is an 8" on center punch pattern with holes drilled, counter-sunk, and square punched to accommodate a 5/8" plow bolt. The bottom set of holes has a 3-3-12 punch pattern, and are drilled thru at 11/16" diameter.
3. Dimensional tolerance between hole spacing is +/- 1/16" (non-accumulative) from center to center across the full length of blade.
4. The milled channel for carbide insert retention shall be positioned in the center of the blade edge.
5. Each blade will have weld stops positioned to enhance the performance of the blade assemblies.

Carbide Inserts

1. Inserts shall be trapezoidal in design, with the following dimensions:
 - a. Length: 1.0" nominal
 - b. Width: 0.36" min.
 - e. Height: 0.63" max.
 - d. Top angle: 25° with nose radius of 0.06"
2. Inserts to contain 89% tungsten (average by weight) and shall be of a grade containing 11% cobalt (average by weight).
3. Specific gravity (density) shall be between 14.35 and 14.60 gm/cc.
4. Hardness shall be Ra scale between 87.5 and 88.8, and have a minimum traverse rupture strength of 351,000 psi.

Brazing

1. Each blade shall contain approximately (1) 1" carbide insert for each 1" of blade length.
2. The carbide inserts shall be placed in-line within the milled channel.
3. The carbide inserts shall be brazed on all sides in contact with the blade using sound brazing practice, having no evidence of voids, and no use of shims or fillers.
4. Brazing material shall have a tensile strength of 70,000 psi.

Finished Product

1. Carbide tip points shall not exceed 1/32" between the highest and lowest point within any blade.
2. Finished blade will receive a complete powder coat (black) process for rust prevention. Front face of blade will be identified for proper installation.
3. Finished product will comply with standard blade manufacturing tolerances.
4. Manufacturer's literature shall be furnished as required.
5. Complete plow set-up will generally consist of a combination of (3) blade sections.
6. Complete nut and bolt sets shall be provided with adapter blades.

Curb Runner Guard

Steel

High impact, ASTM Grade A-36 Hot Rolled bar stock, 3/4" thick.

Bolt Holes

Drilled and square punched with countersink (3) places to accept 5/8" Plow Bolt flush with front mounting blade surface.

Rust Prevention

Chip and corrosion resistant Powder Coat (Black) on all surfaces. Bright Safety Orange paint over Powder Coat in carbide matrix area.

Curb Runner Casting

A-22 Cast Steel material with (0.9 lbs.) of carbide matrix.

Part Identification

Each curb runner guard has a label on the front mounting blade surface identifying the manufacturer and contact information.

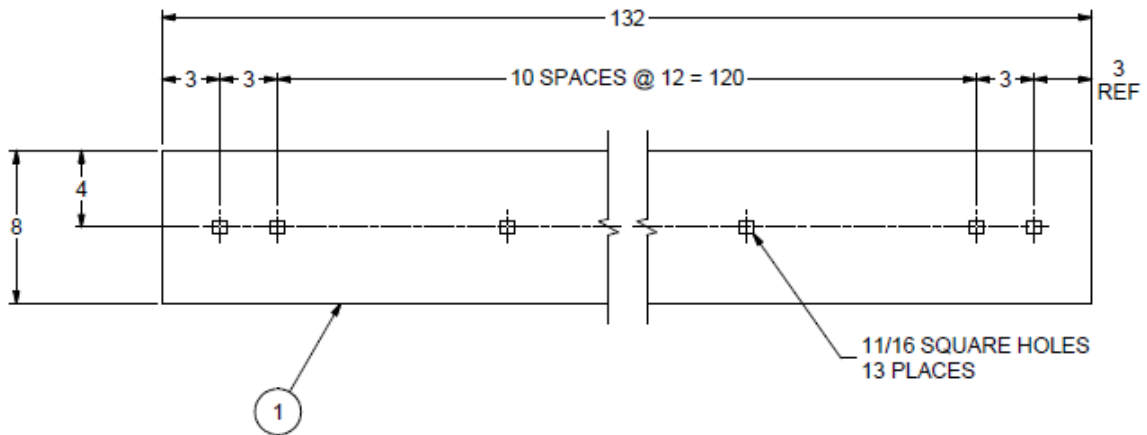
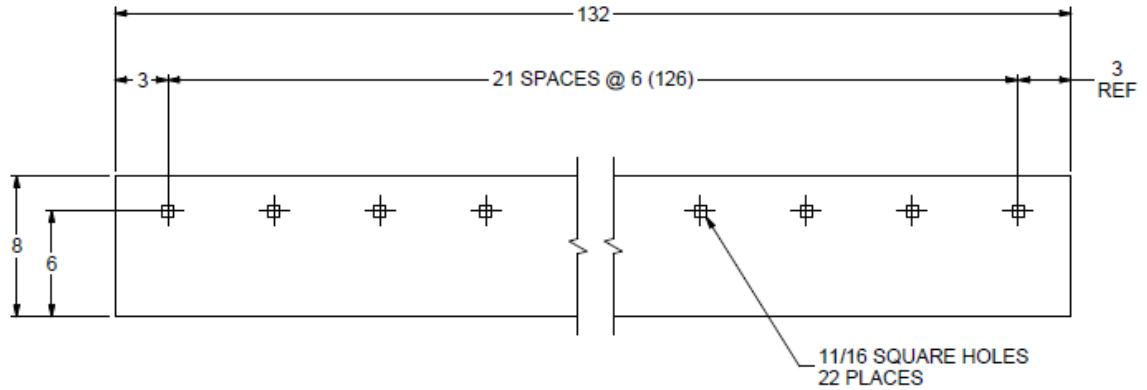
Carbide Matrix Chemistry

<u>Material</u>	Minimum Value
Carbon	4.0
Silicon	0.5
Chrome	25.00
High Temp Carbide Formers	0.5
Nitride Formers	0.5
FE	Balance
Rc Hardness	55

Painting – All Flexible Plow Blade Equipment

All surfaces which are normally painted shall be painted with coatings suitable for severe exposure to road salt and abrasion.

**SNOW PLOW BLADE CUTTING EDGES
 DETAILED SPECIFICATIONS
 Blade Category 10**



Above are the current plow punch patterns. The top drawing indicates 21 punches at 6 inch intervals. The bottom drawing indicates the standard AASHTO punch pattern. The bottom drawing is currently being with this punch.

8 inch top punch style plow blades made with C-1080 grade steel with a Brinell hardness range of 229-350

5/8 and 3/4 inch thick plow blades in the AASHTO punch pattern

**SNOW PLOW BLADE CUTTING EDGES
DETAILED SPECIFICATIONS
Blade Category 11**

SP-CAR-V-97
TUNGSTEN CARBIDE INSERTS

1. FUNCTIONAL REQUIREMENTS:

A. Have 3"-3"-12" etc 12"-3"-3" punching, 11/16" SQ. countersunk holes. Holes shall be spaced accurately with 12" center to center on a straight line and located within 1/16" of true position using both end holes as data points. The 1/16" shall be +/- non-accumulative. The first hole on left end is to be spaced 3" from the end. The right end of the blade is to be spaced the same as the left end. The gauge line of the hole is 1 1/2" from top edge of the blade to the center of the holes.

B. Must be flat with square edges.

C. Blade shall be constructed of carbon steel with Tungsten Carbide inserts. The Carbide inserts shall be trapezoidal in design, with the following dimensions:

Length 1" nominal

Height .750" +/- .005"

Top Angle 25-degree +/- 1 degree with nose radius of 1/16".

Insert hardness shall be 87 to 88.5 RA scale with a transverse rupture strength of at least 350,000 PSI.

D. All blades will be 3/4" thick.

E. Each blade may be coated with rust-preventative paint and completely dried prior to being bundled, or blades may be left unpainted.

F. The blades offered must be guaranteed against breakage. The vendor shall replace, at no cost, any blade that breaks during its useful life.

G. ALL BLADES MUST BE PACKAGED IN BUNDLES OF 10 EACH.

**SNOWPLOW BLADES
SP-V-97
THROUGH HARDENED HEAT TREATED**

1. FUNCTIONAL REQUIREMENTS:

A. Have 3"-3"-12" etc 12"-3"-3" punching, 11/16" SQ. countersunk holes. Holes shall be spaced accurately with 12" center to center on a straight line and located within 1/16" of true position using both end holes as data points. The 1/16" shall be +/- non-accumulative. The first hole on left end is to be spaced 3" from the end. The right end of

the blade is to be spaced the same as the left end. The gauge line of the hole is 1 1/2" from top edge of the blade to the center of the holes.

B. Must be flat with square edges.

C. Deleted wording here.

D. The blade shall be constructed of through hardened heat-treated alloy steel manufactured to a uniform range on the Rockwell C (RC) and Brinell scales. It shall be not less than RC 43 or more than RC 54. When Brinell tested it shall not be less than 400 or more than 528 using the 10mm carbide ball with 3000 kgf load.

E. All blades will be 3/4" thick.

F. Each blade may be coated with rust-preventative paint and completely dried prior to being bundled, or blades may be left unpainted.

G. The blades offered must be guaranteed against breakage. The vendor shall replace, at no cost, any blade that breaks during its useful life.

H. ALL BLADES MUST BE PACKAGED IN BUNDLES OF 10 EACH.

GRADER BLADES
GB-V-97
THROUGH HARDENED, HEAT TREATED

1. FUNCTIONAL REQUIREMENTS:

A. Have standard square highway punching, 1 1/16" and countersunk on cutting side. Holes shall be spaced accurately, 6" center to center on a straight line and located with 1/16" of true position using both end holes as data points. The 1/16" shall be +/- nonaccumulative. The first hole on left end is to be spaced 3" from the end with the 2nd hole 3" from the first hole. The right end is to be spaced the same as the left end. Holes to be punched 2" from top of the blade to center of holes.

B. Must be curved and double beveled.

C. The cutting edge and moldboard edge shall have approximately a one-inch bevel.

D. The blade shall be constructed of through hardened heat-treated alloy steel manufactured to a uniform range on the Rockwell C (RC) and Brinell scales. It shall be not less than RC 43 or more than RC 53. When Brinell tested it shall not be less than 400 or more than 528 using the 10mm carbide ball with 3000 kgf load.

E. All grader blades will be 5/8" thick.

F. Each blade may be coated with rust-preventative paint and completely dried prior to being bundled, or blades may be left unpainted.

G. The grader blades offered must be guaranteed against breakage. The vendor shall replace, at no cost, any blade that breaks during its useful life.

DELIVERY REQUIREMENTS:

Materials must be delivered to storerooms statewide as indicated on the purchase order.

All blades to be packaged in quantities of 10 each

Vendor is to deliver entire order, no partials accepted.

Delivery of items in a timely manner is critical. Therefore, the expected delivery date or delivery time period after receipt of order (ARO) is to be 30 days.

**SNOW PLOW BLADE CUTTING EDGES
OTHER BLADE SYSTEMS NOT INCLUDED IN CATEGORIES 1-11
Blade Category 12**

**BIDDERS MAY OFFER FOR CONSIDERATION, OTHER PLOW BLADES AND
BLADE SYSTEMS THAT ARE NOT OTHERWISE INCLUDED IN CATEGORIES 1-11.**

BIDDERS MUST INCLUDE COMPLETE DETAILED SPECIFICATIONS AND
DESCRIPTIONS FOR ANY BLADE OR BLADE SYSTEM OFFERED.

SNOWPLOW CUTTING EDGES

PRICE RESPONSE REGION MAP

Response Region	States	Participation Actual / Potential	Federal Region Name	FTA Reg #
A	CT, MA, ME, NH, RI, VT	5 / 6	New England	1
B	NJ, NY	0 / 2	Northeast	2
C	DE, DC, MD, PA, VA, WV	0 / 6	Mid-Atlantic	3
D	AL, FL, GA, KY, MS, NC, SC, TN	1 / 3	Southeast/Sun Belt	4
E	IL, IN, MI, MN, OH, WI	0 / 6	Great Lakes	5
F	AR, LA, NM, OK, TX	0 / 4	Greater Southwest	6
G	IA, KS, MO, NE	0 / 4	Heartland	7
H	CO, MT, ND, SD, UT, WY	2 / 6	Rocky Mountain	8
I	AZ, CA, HI, NV	0 / 3	Pacific	9
J	AK, ID, OR, WA	2 / 4	Northwest	10

