



**State of Vermont**

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

**CONTRACT**

**Supplier 0000345529**  
**Keuper North America LLC**  
**171 Church Street, Ste 300**  
**Charleston SC 29401**  
**United States**

|                                                     |                                           |                                    |
|-----------------------------------------------------|-------------------------------------------|------------------------------------|
| <b>Contract ID</b><br>00000000000000000000000030013 |                                           | <b>Page</b><br>2 of 7              |
| <b>Contract Dates</b><br>08/26/2015 to 12/31/2023   | <b>Origin</b><br>CPS                      |                                    |
| <b>Description:</b><br>SNOWPLOW BLADE CUTTING EDGES | <b>Contract Maximum</b><br>\$9,999,990.00 |                                    |
| <b>Buyer Name</b><br>William A Vivian Jr.           | <b>Buyer Phone</b><br>828-4681            | <b>Contract Status</b><br>Approved |

**Phone #:**

| Line # | Item ID           | Item Desc                              | UOM | Unit Price | Max Qty | Max Amt |
|--------|-------------------|----------------------------------------|-----|------------|---------|---------|
|        | (6) Attachment B1 | STATE OF VERMONT<br>CONTRACT AMENDMENT |     |            |         |         |

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and CONTRACTOR NAME, with a principal place of business in CITY, STATE (the "Contractor") that the contract between them originally dated as of CONTRACT START DATE, Contract # NUMBER, as amended to date, (the "Contract") is hereby amended as follows:

## REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$\_\_\_\_\_ to \$\_\_\_\_\_, representing an increase / a decrease of \$\_\_\_\_\_.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from OLD END DATE to NEW END DATE. [REMOVE/REVISE FOLLOWING SENTENCE AS APPLICABLE] The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment A, Scope of Services. The scope of services is amended as follows:

EXAMPLE: Section \_\_\_ of Attachment A [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].

IV. Attachment B, Payment Provisions. The payment provisions are amended as follows:

EXAMPLE: Section \_\_\_ of Attachment B [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].

V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C EFFECTIVE DATE attached to this Amendment.

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

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

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950. SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

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

[Remainder of Page Intentionally Left Blank]



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| <b>Description:</b><br>SNOWPLOW BLADE CUTTING EDGES | <b>Contract Maximum</b><br>\$9,999,990.00 |                                    |
| <b>Buyer Name</b><br>William A Vivian Jr.           | <b>Buyer Phone</b><br>828-4681            | <b>Contract Status</b><br>Approved |

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

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

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JUNE 29, 2017

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

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JUNE 14, 2018

AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AND TO INCORPORATE THE ATTACHED REVISED PRICE LIST INTO THE CONTRACT. ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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

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

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

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

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AMENDMENT#3 (MAY 2019). THIS CHANGE ORDER EXERCISES THE THIRD OF THE FIVE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 08/26/2020, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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

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

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

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

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

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED,

**State of Vermont**

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| <b>Description:</b><br>SNOWPLOW BLADE CUTTING EDGES |                                | <b>Contract Maximum</b><br>\$9,999,990.00 |
| <b>Buyer Name</b><br>William A Vivian Jr.           | <b>Buyer Phone</b><br>828-4681 | <b>Contract Status</b><br>Approved        |

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|--------|---------|-----------|-----|------------|---------|---------|

PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BILL VIVIAN  
PURCHASING AGENT  
802-828-4681  
FAX 802-828-2222  
[bill.vivian@Vermont.gov](mailto:bill.vivian@Vermont.gov)

STATE OF VERMONT Contract # 30013  
CONTRACT AMENDMENT #4

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Keuper North America Inc, with a principal place of business in Charleston, SC (the "Contractor") that the contract between them originally dated as of August 26, 2015, Contract # 30013, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 26, 2020 to August 26, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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

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

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

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

STATE OF VERMONT June 22, 2021  
CONTRACT AMENDMENT 5

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Keuper North America LLC with a principal place of business in Charleston, SC (the "Contractor") that the contract between them originally dated as of August 26, 2015, Contract # 30013, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 26, 2021 to August 26, 2022.

II. Amendment 5 also incorporates Exhibit A

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



