

STATE OF VERMONT
CONTRACT AMENDMENT

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 March 29, 2024, Contract 47645, as amended to date, (the "Contract") is hereby amended as follows:

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

Attachment A is hereby deleted in its entirety and replaced in the attachment to this Amendment.

II. **Attachment D, State of Vermont Federal Terms Supplement (Non-Construction Revised 05/24/2024).** Attachment D is hereby deleted in its entirety and replaced as follows:

"Attachment D, State of Vermont Federal Terms Supplement (Non-Construction)" (revision version dated May 24, 2024) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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

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

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

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

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain

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branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

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

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

This document consists of 7 pages. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

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

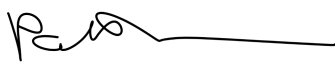
STATE OF VERMONT

By: DocuSigned by:
David DiBian
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Name: Jennifer M.V. Fitch
Commissioner - Buildings and
Title: General Services

Date: 10/16/2024

Kueper North America LLC

By: 

Name: Patricia Schuster

Title: V.P. of Operations

Date: 9/26/2024

Attachment A
SCOPE OF WORK

The Contractor shall provide:

I. PRODUCT CATEGORIES (THREE (3) TOTAL)

For purposes of each Category defined below it is the purpose and intent to describe high-quality snowplow blade cutting edges. The blades, edges, and scrapers offered under this agreement, are to be minimally constructed as described herein.

- A. Category 1 - Truck Mounted Blades.** Are truck-mounted snowplow blades, edges, and scrapers capable of being mounted on the front, wing, underbody, or similar on the vehicle.
- B. Category 2 - Grader Mounted Blades.** Are grader-mounted blades, edges, and scrapers, that include steel, tungsten carbide, single carbide, armored, dual carbide, grade scarifier systems, specialty blades (i.e., flexible carbides, rubber / poly blades), and similar as described below, for various snow plow operations:
1. Steel Grader Blades. Are steel grader blades (high carbon, flame hardened, etc.), Single Edge Carbide or "steel carbides", "Flat Top", etc. Dimensions range from - 6" x 3/4, 5" x 7/8", 5/8" inserts, 3/4" inserts, and similar, according to industry standards.
 2. Tungsten Carbide Tipped Blades. Are tungsten carbide tipped blades and inserts.
 3. Single Carbide Grader Blades. Are single carbide grader blades, single edge "Beveled Top", 5"X7/8, 5/8" trap insert for use on underbody / grader, and similar.
 4. Armored Grader Blades. Are armored grader blades (carbides with welded cover blade) and similar.
 5. Dual Carbide Grader Blades. Are dual carbide grader blades and inserts with an underbody / grader, and similar. Center of holes shall be in line within 1/32" of established centerline. The tolerance on the length of the steel portion of the blade to be +0.0/-0.06".
 6. Grader Scarifier Systems. Are Grader scarifier systems with blades used for tearing up pavement, as well as breaking up packed ice, asphalt, and similar.
 7. Flexible Carbides.
- C. Category 3 – Loader Bucket Edges/Blades.** Are loader-mounted snowplow bucket blades, edges, and scrapers, with a variety of different spacing and sizing options available by the manufacturer.

Value Added Contract Items – As a solutions-based procurement, Contractor may also provide value add options (equipment, goods, or services) that align with their awarded categories and meet the general requirements outlined herein. Such value-added items may include, but are not limited to: plow accessories (i.e., shoes, markers, spinners, etc.), guards (i.e., center and curb guards), and other essential wear parts.

II. Contractor Responsibilities and Tasks**A. Certification** – Each blade shipment must be minimally accompanied by certification documentation, stating:

1. Manufacturer Work/Job Order Number
2. Raw Material lot numbers used in production
3. Manufacturing date
4. Manufacturer Quality Inspection Manager with contact information
5. Conformance to bid specifications
6. Raw Material Certificates of Analysis (aka, “mill” certs)

B. Painting – Plow blade shall be painted with a black rust-inhibiting paint on both sides to prevent rusting while being stored.**C. Chemical Analysis** – As requested, 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. The chemical composition shall be reported to the requesting Purchasing Entity 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 D “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.**D. Chemical Composition –**

1. 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.

Element	Minimum	Maximum
Carbon	0.85	1.00
Manganese	0.60	0.90
Phosphorous		0.04
Sulphur		0.05
Silicon		0.30

2. Tungsten Carbide Tipped Plow Blade Cutting Blade.

a. 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:

Element	Minimum	Maximum
Carbon	0.18	0.23
Manganese	0.60	0.90
Phosphorous		0.04
Silicon		0.05

b. Tungsten Carbide Inserts:

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

	Minimum	Maximum
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 Contractor shall furnish with each carbide insert shipment a certification to the purchaser that the inserts: (a) conform to the requirements set forth above and (b) do not contain any reclaimed hard scrap tungsten carbide.. Any shipment delivered without the certification required by the preceding sentence shall be returned to the Contractor at Contractor's expense. The Contractor shall replace all rejected blades with certified blades.

- E. Labeled Blades and Part Numbers** – Blade sections are to 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. 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.
- F. Delivery After Receipt of Order (ARO)** - All orders shall be received by the ordering Public Entity within 90 calendar days after order placement. Each Public Entity is responsible for placing orders using a Purchase Order.
- G. Delivery Requirements** - Contractor shall deliver to the area designated by the Public Entity placing the order. A forklift with operator will generally be provided by the Public Entity to assist in unloading.
- 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 (applicable holidays to be coordinated with the Public Entity. Contractor is to notify the customer at the delivery location of any shipment at least 24 hours prior to delivery.
- H. Shipping Requirements** - 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.
- I. Ordering**
1. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.
 2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

3. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).
- J. Changes in Contractor** – The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.
- K. Contract Provisions for Orders Utilizing Federal Funds** – Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.
- L. Minimum Warranty** – Grader blades shall be warranted against defects in material and workmanship. Additionally, the grader blades furnished shall be guaranteed against breakage, as defined by the following:
 1. Until blade width has worn to a minimum one-half of the original width, regardless of the blade's age.
EXAMPLE: If the blade is originally 8 inches wide, breakage warranty shall extend until 4 inches has been used.
 2. A blade that bends 1 inch or more out of alignment shall be considered broken.
 3. Vendor shall ship replacement blades to the affected ordering entities' location, at no cost.
- M. Quality of Parts**
 1. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.
 2. After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.
 3. All rebuilt or remanufactured parts must meet the same requirements as listed above.
 4. Some repair parts may be required to be original equipment manufactured repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.
 5. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.
- N. Freight/Shipping/Set-up Fees**
 1. Freight from the factory to the distributor is the responsibility of the Contractor. Freight from the distributor to the customer is an allowable charge.
 2. Delivery is to be FOB Destination (of ordering entity) freight collect
 3. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
- O. Price Adjustments** – The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount

percentage offered. Notwithstanding the foregoing, the minimum discount percentage must not decrease for any awarded category during the contract term. The price adjustment must not produce a higher profit margin than the original contract.

1. Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor will price increases be allowed at the time of delivery.
 2. Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.
 3. Price Increases. Price increases shall not be effective without the prior written approval from the Lead State. To obtain Lead State approval, the Contractor must notify the Contracting Officer (Lead State) when pricing updates are proposed and furnish an explanation of what has prompted the change as well as documentation to support the price adjustment. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.
- P. New Products** – Contractor may modify or incorporate new technology or technological upgrades associated with the items being offered including but not limited to new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Furthermore, any maintenance or service agreement associated with this agreement may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the items within the scope of the contract.
1. Minimum Discount % Maintained. At a minimum, the discount % for each category Contractor has been awarded shall be extended to all new product additions to that category throughout the contract term.
- Q. Discontinued Products** – Contractor is to notify the Lead State of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.