

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Valk/PADD
Contract Number:	PADD16200565
Parties:	State of Idaho VALK MANUFACTURING COMPANY
This Renewal Value:	0.00 USD
Total Contract Value:	2,450,000.00 USD
Start Date:	10/27/2022 12:00 AM
End Date:	6/30/2023 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD16200565, Valk/PADD(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD16200565 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Jamie Perone Morris

+1 717-766-0711
adminassistant@valkmfg.com

Payment Details

Payment Terms: Net 30

Signature signed By:

David Miller /	Digitally signed by
Contract	David Miller / Contract
Administrator	Administrator
	Date: 2022.10.31
	08:17:06 -06'00'



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

October 26, 2022

Valk Manufacturing Company
Attn: Jamie Perone Morris

VIA ELECTRONIC TRANSMISSION
adminassistant@valkmfg.com

RE: Renewal of Contract PADD16200565, a Contract for Snowplow Cutting Blades, for the State of Idaho

The State of Idaho would like to renew the above referenced contract.

The contract renewal period is October 27, 2022, to June 30, 2023. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

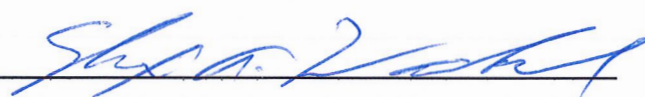
David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Valk Manufacturing Company

Name & Title (Printed): Max A. Woodward - Vice President

Signature: 

Date: October 27, 2022

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administration

Signature: *David Miller*

Date: 10/27/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD16200565

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000029018		Page 1 of 7
Contract Dates 06/30/2015 to 06/30/2023		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

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

BLADES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Valk Manufacturing, with the principal place of business in New Kingstown, PA 07072, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

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

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

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

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

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

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

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

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

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

State of Vermont

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

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Contract ID 0000000000000000000029018		Page 2 of 7
Contract Dates 06/30/2015 to 06/30/2023	Origin CPS	
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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

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

CONTRACTOR POC:

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

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

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

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

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

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

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

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

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

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

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

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

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000029018		Page 3 of 7
Contract Dates 06/30/2015 to 06/30/2023	Origin CPS	
Description: SNOWPLOW BLADE CUTTING EDGES	Contract Maximum \$9,999,990.00	
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

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

APRIL 7, 2017

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

JUNE 7, 2018

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

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

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

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

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

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

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

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

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

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

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

State of Vermont

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



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

Contract ID 0000000000000000000029018		Page 4 of 7
Contract Dates 06/30/2015 to 06/30/2023		Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES		Contract Maximum \$9,999,990.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

STATE OF VERMONT
CONTRACT AMENDMENT #4

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

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

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

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

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

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

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

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

STATE OF VERMONT June 2021
CONTRACT AMENDMENT 5

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Valk Manufacturing Co, with a principal place of business in New Kingstown, PA (the "Contractor") that the

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000029018		Page 5 of 7
Contract Dates 06/30/2015 to 06/30/2023	Origin CPS	
Description: SNOWPLOW BLADE CUTTING EDGES	Contract Maximum \$9,999,990.00	
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: 717-766-0711

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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contract between them originally dated as of June 30, 2015, Contract # 29018, 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 June 30, 2021 to June 20, 2022.

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

STATE OF VERMONT July 2021
CONTRACT AMENDMENT 6

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

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 20, 2022 to June 30, 2022.

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

Buildings and General Services
Office of Purchasing & Contracting
109 State St
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Supplier 0000010383
Valk Manufacturing Co
PO Box 428
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Contract ID 00000000000000000000000029018		Page 6 of 7
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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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>

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

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

State of Vermont

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

CONTRACT

Supplier 0000010383
Valk Manufacturing Co
PO Box 428
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USA

Phone #: 717-766-0711

Contract ID 0000000000000000000029018		Page 7 of 7
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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____ DocuSigned by: 7/14/2022

Signature: Jennifer M. V. Fitch, BGS Commissioner

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

Email: _____

By the CONTRACTOR

Date: 7/13/22

Signature: Dan C. Cribari

Name: Dan C. Cribari

Title: Sales Manager, Snow Plow Division

Email: plowsales@valkmfg.com

Idaho Division of Purchasing

Amendment

Purchase Order Name	Valk/PADD
Contract Number	PADD16200565
Parties	State of Idaho VALK MANUFACTURING COMPANY
This Amendment's Value	200,000.00 USD
Total Contract Value	2,250,000.00 USD
Start Date	7/1/2021 12:00 AM
End Date	6/30/2022 11:59 PM

Contract Manager: State of Idaho; Joseph Nelson

Purchasing Lead: Joseph Nelson, Email: joseph.nelson@adm.idaho.gov Phone: 208-332-1602

Instructions

PADD16200565, Valk/PADD (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Dan Cribari

+1 717-766-0761
plowsales@valkmfg.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By: Joseph Nelson
Digitally signed
by Joseph
Nelson
Date: 2021.07.12
07:57:57 -06'00'



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Valk/PADD
Contract Number: PADD16200565
Contract Value: 200,000.00 USD
Purchase Order Date: 6/26/2020
Submitted By: Joseph Nelson

Supplier

VALK MANUFACTURING COMPANY
66 EAST MAIN STREET
P O BOX 428
NEW KINGSTOWN
PA, 77024

Phone: +1 717-766-0711 ext. 122
Fax: +1 717-697-6297
Email: plowsales@valkmfg.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Legacy Contract

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

PADD16200565, Snowplow Blade Cutting Edges for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full

force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Original Contract: (12/10/15 - 6/30/17), \$700,000.00

Amendment 1: Renewal (8/10/17-6/30/18), \$250,000.00

Amendment 2: Renewal (7/1/19 – 6/30/20). \$200,000.00

Amendment 3: Renewal (7/1/20-6/30/21). \$200,000

Total estimated contract value: \$1,350,000.00

NO OTHER CHANGES NOTED.

Special Instructions:

****NOTE: Bill to and Ship to address will be provided by each individual ordering agency at the time of order placement.**

Signature: Joseph Nelson

Signed By: Joseph Nelson

Digitally signed
by Joseph
Nelson
Date: 2020.06.26
09:21:12 -06'00'



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
STEVE BAILEY
Administrator

State of Idaho

Department of Administration
Division of Purchasing

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

June 9, 2020

Valk Manufacturing Company
Attn: Dan Cribari

VIA E-MAIL TRANSMISSION
plowsales@valkmfg.com

RE: Renewal of Contract PADD16200565, a Contract for Snowplow Blade Cutting Edges for the various State of Idaho Agencies, Institutions, and Departments
Expiring 6/30/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is July 1, 2020 to June 30, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

**Joseph
Nelson**

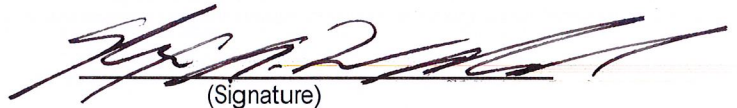
Digitally signed
by Joseph
Nelson
Date:
2020.06.09
10:29:35 -06'00'

Joseph Nelson
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Valk Manufacturing Company

BY:


(Signature)

Max Woodward

(Printed Name)

DATE:

6/23/20

UPDATED CONTACT INFORMATION for PADD16200565

This information should be the same currently on file

Contact Name	Dan C. Cribari
Title	Sales Manager, Snow Plow Division
Address	66 East Main Street New Kingstown, PA 17072
Phone	717-766-0711 ext. 122
Fax	717-697-6297
E-mail	plowsales@valkmfg.com



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Valk/PADD
Contract Number: PADD16200565
Contract Value: 200,000.00 USD
Purchase Order Date: 6/30/2015
Submitted By: Daniel Downen

Supplier

VALK MANUFACTURING COMPANY
66 EAST MAIN STREET
P O BOX 428
NEW KINGSTOWN
PA, 77024

Phone: +1 717-766-0711 ext. 122
Fax: +1 717-697-6297
Email: plowsales@valkmfg.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Legacy Contract

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

PADD16200565, Snowplow Blade Cutting Edges for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full

force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Original Contract: (12/10/15 - 6/30/17), \$700,000.00

Amendment 1: Renewal (8/10/17-6/30/18), \$250,000.00

Amendment 2: Renewal (7/1/19 – 6/30/20). \$200,000.00

Total estimated contract value: \$1,150,000.00

NO OTHER CHANGES NOTED.

Special Instructions:

****NOTE: Bill to and Ship to address will be provided by each individual ordering agency at the time of order placement.**

Signature :Danny Downen

Signed By :_____

[Show Attachments](#)



State of Idaho

CHANGE ORDER - 02

Change Order Summary

Purchase Order Name: Valk/PADD
Purchase Order Number: PADD16200565
Contract Number:
Revision Number: 02
Change Order Date: August 10, 2017
Service Start Date: August 10, 2017
Service End Date: June 30, 2018
Submitted By: Danny Downen

Supplier

melissa Benton
VALK MANUFACTURING COMPANY
PO Box 428
66 East Main Street
New Kingstown, PA 17072
Phone: 717-766-0711

Fax: 717-795-9830

Email: ap@valkmfg.com

Shipping Details

Delivery Date: June 30, 2018
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel:208-332-1605
Fax: 208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details		Item Type Details	
Payment Method:	Invoice	Item Type:	
Payment Terms:	NET30	Item Type Supplemental Data:	
Additional Information			

Change Order Summary			
Item	Data Changed	Old Value	New Value
Header Attachment	Attachment gets deleted	DOC121515-12152015102934.pdf	
Header Attachment	Attachment gets Added		PADD16200565.pdf
Header Attachment	Attachment gets Added		1500055557_Valk-Master Agreement-Amendment-1(2).pdf
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	12/10/2015	08/10/2017
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2017	06/30/2018
		<p>NOTICE OF STATEWIDE CONTRACT (PADD) AWARD</p> <p>This PADD is for Snowplow Blade Cutting Edges pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Vermont Agreement No. 29018. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of 18 months, commencing December 10, 2015 and ending June 30, 2017, unless extended, renewed, or terminated earlier.</p> <p>PADD Title: Snowplow Blade Cutting Edges</p> <p>PADD Usage Type: Mandatory Use</p>	<p>This PADD is for Snowplow Blade Cutting Edges for the benefit of the State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to</p>

Buyer Defined Field	Supplemental Data Field "General Instructions" gets changed	<p>Public Agency Clause: Yes</p> <p>PADD Administrator: Daniel Downen</p> <p>Phone Number: 208-332-1605</p> <p>Fax Number: 208-327-7320</p> <p>Email: daniel.downen@adm.idaho.gov</p> <p>Contractor's Primary Contact: Dan Cribari</p> <p>Address: 66 East Main Street, PO Box 428, New Kingstown, PA 17072</p> <p>Phone Number: 717.766.0711</p> <p>Email: plowsales@valkmfg.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.</p>	<p>extend is attached and incorporated herein by reference.</p> <p>Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. the actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.</p> <p>Original PADD: 12/16/15-6/30/17, \$700,000.00</p> <p>Change Order 1: Administrative Amendment</p> <p>Change Order 2: Renewal, 8/10/17-6/30/18 \$250,000.00</p> <p>Total PADD Value: \$950,000.00</p>
Item Unit Price	Unit Price changed on Line Item Renewal (7/1/17-6/30/18) This Participating Addendum (PADD) covers Snowplow Cutting Edges issued by the State of Vermont to Valk Manufacturing Co. (Master Agreement No. 2901) for use by state	700000.000000	250000.000000

	agencies and other entities located in the State of Idaho.<		
Item Total Amount	Total Amount changed on Line Item Renewal (7/1/17-6/30/18) This Participating Addendum (PADD) covers Snowplow Cutting Edges issued by the State of Vermont to Valk Manufacturing Co. (Master Agreement No. 2901) for use by state agencies and other entities located in the State of Idaho.<	700000.00	250000.00

Instructions

This PADD is for Snowplow Blade Cutting Edges for the benefit of the State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. the actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 12/16/15-6/30/17, \$700,000.00

Change Order 1: Administrative Amendment

Change Order 2: Renewal, 8/10/17-6/30/18 \$250,000.00

Total PADD Value: \$950,000.00

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	LO	#1		76561	250,000.00	\$0.00	\$250,000.00

Renewal (7/1/17-6/30/18) This Participating Addendum (PADD) covers Snowplow Cutting Edges issued by the State of Vermont to Valk Manufacturing Co. (Master Agreement No. 2901) for use by state agencies and other entities located in the State of Idaho.



Special Instructions:
Internal Comments:

TOTAL: (USD)	\$250,000.00
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Signature : _____
Signed By :



State of Idaho

CHANGE ORDER - 01**Change Order Summary**

Purchase Order Name: Valk/PADD
Purchase Order Number: PADD16200565
Contract Number:
Revision Number: 01
Change Order Date: December 16, 2015
Service Start Date: December 10, 2015
Service End Date: June 30, 2017
Submitted By: Danny Downen
Payment Method: Invoice
Payment Terms: NET30

Supplier

melissa Benton
 VALK MANUFACTURING COMPANY
 PO Box 428
 66 East Main Street
 New Kingstown, PA 17072
 Phone: 717-766-0711

Fax: 717-795-9830

Email: ap@valkmfg.com

Buyer Contact

Danny Downen
 Tel: 208-332-1605
 Fax: 208-327-7320
 daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Additional Information

Change Order Summary			
Item	Data Changed	Old Value	New Value
Header Attachment	Attachment gets Added		DOC121515-12152015102934.pdf

Instructions**NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This PADD is for Snowplow Blade Cutting Edges pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Vermont Agreement No. 29018. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of 18 months, commencing December 10, 2015 and ending June 30, 2017, unless extended, renewed, or terminated earlier.

PADD Title: Snowplow Blade Cutting Edges

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Daniel Downen

Phone Number: 208-332-1605

Fax Number: 208-327-7320

Email: daniel.downen@adm.idaho.gov

Contractor's Primary Contact: Dan Cribari

Address: 66 East Main Street, PO Box 428, New Kingstown, PA 17072

Phone Number: 717.766.0711

Email: plowsales@valkmfg.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
----------	------------	------	----------------------	------------------	----------------	------------	-----	-------

1 0 LO #1 76561 \$700,000.00 \$0.00 \$700,000.00

12/16/2015: Administrative Change - attach the signed PADD.



Delivery Date: December 17, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Special Instructions:

TOTAL: (USD) \$700,000.00

Signature: 
Signed By :

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Snowplow Blade Cutting Edges
Administered by the State of Vermont (hereinafter "Lead State")**

**Master Agreement
Valk Manufacturing Company
Vermont Contract No: 29018
(hereinafter "Contractor")**

And

**State of Idaho Department of Administration Division of Purchasing
(hereinafter "Participating State")**

1. Scope: This Participating Addendum (PADD) covers the Snowplow Blade Cutting Edges led by the State of Vermont (Master Agreement No. 29018) for use by state agencies and other entities located in the State of Idaho, as provided below.

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

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Term: This PADD will be effective on the date of last signature, below, and continue through June 30, 2017, unless extended, renewed or terminated earlier.

4. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 4.1 **Assignment:** No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).
- 4.2 **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.
- 4.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1st Quarter July 1 - Sept 30
2nd Quarter Oct 1 - Dec 31
3rd Quarter Jan 1 - Mar 31
4th Quarter Apr 1 - Jun 30

October 31st
January 31st
April 30th
July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

5. Primary Contacts: The primary contact individuals for this PADD are as follows:

Lead State

Name	Steve Smith, State of Vermont, Office of Purchasing and Contracting
Address	10 Baldwin St., Montpelier, Vermont 05633-7501
Telephone	802-828-4681
Fax	802-828-2222
E-mail	steven.smith@state.vt.us

Contractor - Administrative

Name	Jamie Perone
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	ap@valkmfg.com

Contractor – Ordering/Purchasing Contact

Name	Dan Cribari
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	plowsales@valkmfg.com

Participating State

Name	Daniel Downen, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1605
Fax	208-327-7320
E-mail	daniel.downen@adm.idaho.gov

6. Subcontractors: The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the State of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors,


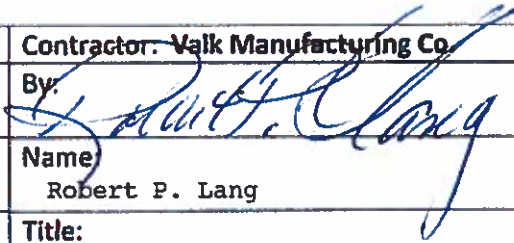
dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.

7. Orders: Any Order placed by a Participating (Ordering) Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: PADD16200565 as well as the Lead State Master Agreement No. 29018.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by Ordering Entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Entire Agreement: This PADD and the Master Agreement No. 29018, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Valk Manufacturing Co.
By: 	By: 
Name: Daniel R. Downen III	Name: Robert P. Lang
Title: Purchasing Officer, Division of Purchasing	Title: Sr. Vice President
Date: 12/15/15	Date: December 15, 2015