



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

January 17, 2023

Usinage Pro 24 Inc. dba Nordik Blades
Attn: Tina Bilodeau

VIA ELECTRONIC TRANSMISSION

tina@nordikblades.com

RE: Renewal of Contract PADD20210557, a Contract for Snowplow Blade Cutting Edges, for the State of Idaho

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

The contract renewal period is date signed by Division of purchasing (page 2) until 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.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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,

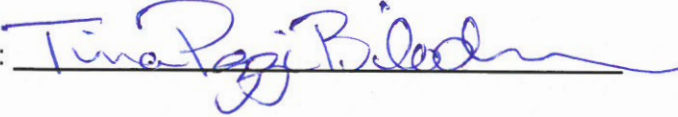
David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Nordik Blades

Name & Title (Printed): Tina Pezzi Bilodeau, Inside Sales Development

Signature: 

Date: January 23, 2023

Idaho Division of Purchasing

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

Signature: 

Date: 01/24/2023

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

UPDATED CONTRACTOR CONTACT INFORMATION for PADD20210557

| | |
|--------------|---|
| Contact Name | Tina Pezzi Bilodeau |
| Title | Inside Sales Development |
| Address | 451 rue des Batisseurs |
| | Val-des-Sources, Quebec, Canada J1T 4V8 |
| Phone | 819-879-0047 ext 206 |
| Fax | — |
| E-mail | tina@nordikblades.com |

Contract PADD20210557
Contract for Snowplow Blade Cutting Edges, for
the State of Idaho

Acknowledgment of Idaho State House Bill 220

Usinage Pro 24 Inc. dba Nordik Blades


"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Tina Pezzi Bilodeau

Title: Inside Sales Development

Signature: 

Date: January 23, 2023

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

CONTRACT



Supplier 0000345562
Nordik Blades
451 Rue De L'amiante
Asbestos, QC J1T 4V8
Canada

| | | |
|--|--------------------------------|---|
| Contract ID 000000000000000000000000030022 | | Page 1 of 6 |
| Contract Dates 08/27/2015 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 #:

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|------------------------------|-----|------------|---------|---------|
| 1 | | SNOWPLOW BLADE CUTTING EDGES | EA | 0.01000 | 0.00 | 0.00 |

BLADES AND PRICES PER THE ATTACHED LIST ** Prices Updated 6/16/2020

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 Nordik Blades, with the principal place of business in Asbestos, Quebec J1T 4V8, (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 August 27, 2015 and end on August 27, 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 136 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
- (5) Attachment B

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



| | | |
|--|--------------------------------|---|
| Contract ID 000000000000000000000000030022 | | Page 2 of 6 |
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| Description: SNOWPLOW BLADE CUTTING EDGES | | Contract Maximum \$9,999,990.00 |
| 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 |
|--------------------------------|---------|-----------|-----|------------|---------|---------|
| (6) Attachment B1 | | | | | | |
| CONTRACTOR POC: | | | | | | |
| ZOLTAN NEMETH | | | | | | |
| PH.:819-879-0047 ext.208 | | | | | | |
| FX.:819-879-2254 | | | | | | |
| Email: Zoltan@nordikblades.com | | | | | | |
| www.nordikblades.com | | | | | | |

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

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CONTRACT



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| Contract ID 0000000000000000000030022 | | Page 3 of 6 |
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Phone #: _____

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

JUNE 29, 2017

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

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

JUNE 29, 2018

AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AND TO INCORPORATE ATTACHED REVISED PRICE LIST INTO 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.

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 08/27/2020, 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,

CONTRACT

State of Vermont

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



Supplier 0000345562
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| | | |
|---|--------------------------------|---|
| Contract ID 0000000000000000000030022 | | Page 4 of 6 |
| Contract Dates 08/27/2015 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 #:

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|-----------|-----|------------|---------|---------|
|--------|---------|-----------|-----|------------|---------|---------|

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

STATE OF VERMONT
CONTRACT AMENDMENT CO4

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Nordik Blades, with a principal place of business in Asbestos QB (the "Contractor") that the contract between them originally dated as of August 27, 2015 Contract # 30022, 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 27, 2020 to August 27, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. Change Order #4 incorporates Attachment D - 2020 Pricing

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>

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 7, 2021
CONTRACT AMENDMENT #5

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Nordik Blades, with a principal place of business in CITY, STATE (the "Contractor") that the contract between them originally dated as of August 27, 2015 Contract # 30022, 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 27, 2021 to August 27, 2022.

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

| | | |
|--|--------------------------------|---|
| Contract ID 000000000000000000000000030022 | | Page 5 of 6 |
| Contract Dates 08/27/2015 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 |

| 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.

Email: time@nordikblades.com

Exhibit A

| Nordik Blades - Snowplow Cutting Edges - NASPO VALUE | | | |
|--|---|-----------|--|
| Pricing available to the following states | | | |
| States | OREGON, IDAHO, MONTANA, UTAH, COLORADO, SOUTH DAKOTA, NEBRASKA, MISSOURI, ILLINOIS, MICHIGAN, VERMONT, MAINE, NEW HAMPSHIRE, RHODE ISLAND | | |
| Item # | DESCRIPTION | FOB PRICE | |
| 1 | 25 degree Tungsten carbide tipped edge 3/4"x6"x36" top punch 1 1/2" standard punching for 5/8" plow bolt QUOTING: MFR: Nordik Blades MFR part #: N-3463625D-3-P DELIVERY ARO: 30-90 days | 179.97 \$ | |
| 2 | 25 degree Tungsten carbide tipped edge 3/4"x6"x48" top punch 1 1/2" standard punching for 5/8" plow bolt QUOTING: MFR: Nordik Blades MFR part #: N-3464825D-3-P DELIVERY ARO: 30-90 days | 239.96 \$ | |
| 3 | 25 degree Tungsten carbide tipped edge 3/4"x8"x36" top punch 1 1/2" standard punching for 5/8" plow bolt QUOTING: MFR: Nordik Blades MFR part #: N-3483625D-1-P DELIVERY ARO: 30-90 days | 202.86 \$ | |
| 4 | 25 degree Tungsten carbide tipped edge 3/4"x8"x48" top punch 1 1/2" standard punching for 5/8" plow bolt QUOTING: MFR: Nordik Blades MFR part #: N-3484825D-1-P DELIVERY ARO: 30-90 days | 270.48 \$ | |
| 5 | 25 degree Tungsten carbide tipped edge 3/4"x5"x36" top punch 1 1/2" standard punching for 5/8" plow bolt QUOTING: MFR: Nordik Blades MFR part #: N-3453625D-1-P DELIVERY ARO: 30-90 days | 177.60 \$ | |

Exhibit A

| | | | |
|----|--|--|-----------|
| 6 | 25 blue degree Tungsten carbide tipped edge 3/4"x5"x48" top punch 1 1/2" standard punching for 5/8" plow bolt | | 236.80 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-3454825D-1-P | | |
| | DELIVERY ARO: 30-90 days | | |
| 7 | TALL 25 red degree Tungsten carbide tipped edge 3/4"x8"x36" top punch 1 1/2" standard punching for 5/8" plow bolt | | 247.11 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34836TALL25D-P | | |
| | DELIVERY ARO: 30-120 days | | |
| 8 | TALL 25 red degree Tungsten carbide tipped edge 3/4"x8"x48" top punch 1 1/2" standard punching for 5/8" plow bolt | | 329.48 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34848TALL25D-P | | |
| | DELIVERY ARO: 30-120 days | | |
| 9 | TALL 25 red degree Tungsten carbide tipped edge 3/4"x6"x36" top punch 1 1/2" standard punching for 5/8" plow bolt | | 206.88 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34636TALL25D-P | | |
| | DELIVERY ARO: 30-120 days | | |
| 10 | TALL 25 red degree Tungsten carbide tipped edge 3/4"x6"x48" top punch 1 1/2" standard punching for 5/8" plow bolt | | 275.84 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34648TALL25D-P | | |
| | DELIVERY ARO: 30-120 days | | |
| 11 | RJR 36" Articulating carbide plow blade (Joma blade equivalent) | | 399.09 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-36 | | |
| | DELIVERY ARO: 1-90 days | | |
| 12 | RJR 48" Articulating carbide plow blade (Joma blade equivalent) | | 532.12 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-48 | | |
| | DELIVERY ARO: 1-90 days | | |

Exhibit A

| | | | |
|----|---|--|-------------|
| 13 | RJR Articulating carbide plow blade complete kit for 10' plow (Joma kit equivalent) | | 1 999.83 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-K10 | | |
| | DELIVERY ARO: 1-90 days | | |
| | | | |
| 14 | RJR Articulating carbide plow blade complete kit for 11' plow (Joma kit equivalent) | | 2 153.25 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-K11 | | |
| | DELIVERY ARO: 1-90 days | | |
| | | | |
| 15 | RJR Articulating carbide plow blade complete kit for 12' plow (Joma kit equivalent) | | 2 307.76 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-K12 | | |
| | DELIVERY ARO: 1-90 days | | |
| | | | |
| 16 | RJR Articulating carbide plow blade complete kit for 13' plow (Joma kit equivalent) | | 2 544.75 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-K13 | | |
| | DELIVERY ARO: 1-90 days | | |
| | | | |
| 17 | RJR Articulating carbide plow blade complete kit for 14' plow (Joma kit equivalent) | | 2 615.95 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-RJR-K14 | | |
| | DELIVERY ARO: 1-90 days | | |
| | | | |
| 18 | Nordik MOVE 10' flexible system (Universal) complete kit | | 2 219.08 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK MOVE 1000 | | |
| | DELIVERY ARO: 5 days | | |
| | | | |

Exhibit A

| | | | |
|----|---|--|-------------|
| 19 | Nordik MOVE 11' flexible system (Universal) complete kit | | 2 428.43 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK MOVE 1100 | | |
| | DELIVERY ARO: 5 days | | |
| 20 | Nordik MOVE 12' flexible system (Universal) complete kit | | 2 637.77 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK MOVE 1200 | | |
| | DELIVERY ARO: 5 days | | |
| 21 | Nordik MOVE 13' flexible system (Universal) complete kit | | 2 884.80 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK MOVE 1300 | | |
| | DELIVERY ARO: 5 days | | |
| 22 | Nordik MOVE 14' flexible system (Universal) complete kit | | 3 115.08 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK MOVE 1400 | | |
| | DELIVERY ARO: 5 days | | |
| 23 | Nordik MOVE replacement section (12" wear part) | | 156.42 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-NORDIK-MOVE | | |
| | DELIVERY ARO: 3 days | | |
| 24 | 36" back plate replacement for Nordik MOVE system | | 112.56 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34636-1 | | |
| | DELIVERY ARO: 3 days | | |

Exhibit A

| | | | |
|----|--|--|-----------|
| 25 | 48" back plate replacement for Nordik MOVE system | | 150.08 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34648-1 | | |
| | DELIVERY ARO: 3 days | | |
| | | | |
| 26 | 60" back plate replacement for Nordik MOVE system | | 187.60 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-34660-1 | | |
| | DELIVERY ARO: 3 days | | |
| 27 | 36" front plate replacement for Nordik MOVE system | | 71.58 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-12436-1 | | |
| | DELIVERY ARO: 3 days | | |
| | | | |
| | | | |
| 28 | 48" front plate replacement for Nordik MOVE system | | 95.44 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-12448-1 | | |
| | DELIVERY ARO: 3 days | | |
| | | | |
| 29 | 60" front plate replacement for Nordik MOVE system | | 119.30 \$ |
| | QUOTING: MFR: Nordik Blades | | |
| | MFR part #: N-12460-1 | | |
| | DELIVERY ARO: 3 days | | |

PARTICIPATING ADDENDUM
NASPO ValuePoint
Snowplow Cutting Edges
Administered by the State of Vermont (hereinafter "Lead State")

MASTER AGREEMENT
Nordik Blades
Master Agreement No: 30022
(hereinafter "Contractor")

And

State of Idaho
(hereinafter "Participating State/Entity")

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1. **Scope:** This Participating Addendum ("PADD") covers the *Snowplow Blade Cutting Edges* located in the State of Idaho (the "State"). All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (referred to as "Purchasing Entities" within this PADD) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint (hereinafter "ValuePoint") Contract (Master Agreement). These public agencies include any city or political subdivision of the State of Idaho, 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; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) 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.

3. **Individual Customer:** Each ordering agency ("Purchasing Entity") that places an order under this PADD will be treated as if it is an individual customer. Except to the extent modified by this PADD, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PADD; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

Additionally, the Division of Purchasing is entering into this PADD for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies' legal counsel prior to agreeing to the terms of any end user license agreements.

4. **Term:** The term of this PADD will be effective upon execution by the parties and continue through **August 27, 2021**, unless extended, renewed or terminated earlier.

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5. Participating State Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").

a. Parties. The parties to this PADD are Nordik Blades. ("Contractor") and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PADD (Purchasing Entities).

b. Reporting. The Contractor shall provide:

- i. Any reports specifically required by the Master Agreement to be reported to Participating States.
- ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.

c. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho. On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than 30 calendar days after the end of each calendar quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Vermont Master Agreement # 29533).

State of Idaho Reporting Time Line:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31

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4th Quarter: April 1 – June 30

Report of Contract Purchases:

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total dollar amount (as well as any other data elements required by the State of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PADD number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. **Restrictions.** Purchases under this PADD are restricted to purchases of snowplow cutting edges products offered by the Contractor and are listed on the Master Agreement Pricing Sheet provided to and accepted by the state of Idaho. The Master Agreement Pricing Sheet may be changed during the term of the PADD via mutual, written agreement between the parties as part of an amendment to this PADD.
- e. **Governing Law.** The State of Idaho's PADD and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PADD. 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).

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- f. Assignment.** Contractor shall not assign this PADD, or its rights, obligations, or any other interest arising from this PADD, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PADD, at the option of the State. All rights of action, however, for any breach of the PADD are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

- g. Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PADD.
- h. Priority of Documents.** This PADD consists of and precedence is established by the order of the following documents:

1. This PADD20210557; and
2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

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Where terms and conditions specified in the Contract differ from the terms in this PADD, the terms and conditions of this PADD shall apply.

- i. Price Agreement Numbers.** All purchase orders issued by Purchasing Entities within the jurisdiction of this PADD shall include the following price agreement number:

Lead State Master Agreement # 29533 and PADD20210557

- j. Terms and Conditions in the Master that Do Not Apply to this PADD.** Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PADD:

1. Waive the sovereign immunity of the state of Idaho;
2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
4. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,
5. Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
7. Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

- k. Product Additions and Deletions.** Over the term of the PADD, product needs or volumes may change, and products may be added to or deleted from the Master Agreement Pricing Sheet by an amendment(s) to the PADD. Should the State request products to be added,

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Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.

6. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor-

| | |
|-----------|---|
| Name | Zoltan Nemeth |
| Address | 451 Rue De L'amiante, Abestos QC J1T 4V8 CANADA |
| Telephone | 819-879-0047 |
| Fax | 819-879-2254 |
| E-mail | zoltan@nordikblades.com |

Participating Entity

| | |
|-----------|---|
| Name | Joseph Nelson |
| Address | 650 West State Street Rm, 100 P.O Box 83720 |
| Telephone | 208-332-1602 |
| Fax | 208-327-7320 |
| E-mail | Joseph.nelson@adm.idaho.gov |

7. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PADD or with State law.

8. **Orders:** Any Order placed by a Purchasing 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) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. **Records Maintenance:** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

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10. Entire Agreement: This PADD and the Master Agreement together with their exhibits and attachments, 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PADD and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PADD or the Master Agreement or their exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PADD and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

11. 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, www.purchasing.idaho.gov. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the of the PADD.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|--|
| Participating State: Idaho | Contractor: NORDIK BLADES |
| By: Joseph Nelson <small>Digitally signed by Joseph Nelson Date: 2020.09.30 08:11:27 -06'00'</small> | By:  |
| Name: Joseph Nelson | Name: ZOLTAN NEMETH |
| Title: Purchasing officer | Title: SALES MANAGER |
| Date: 9/30/20 | Date: 2020.09.29 |

[Additional signatures as required by Participating State]

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|-------------------------------------|--------------------------|
| Cooperative Development Coordinator | Tim Hay |
| Telephone | 503-428-5705 |
| E-mail | thay@naspovaluepoint.org |

**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]**