

State of Vermont

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

CONTRACT



Vendor ID 0000339261
Vermont Renewable Fuels, Inc.
PO Box 1812
Manchester Center VT 05255
United States

Contract ID 000000000000000000028608	Page 1 of 5
Contract Dates 03/01/2015 to 02/28/2019	Origin MIL
Description: MIL WOOD PELLETS	Contract Maximum \$9,999,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PREMIUM WOOD PELLETS	TON	0.01000	0.00	0.00

PRICE PER TON: OFF SEASON DELIVERY APRIL 1 - AUGUST 31
\$250.00/PER TON

PRICE PER TON: HEATING SEASON DELIVERY SEPTEMBER 1 - MARCH 31
\$250.00/PER TON

ESTIMATED YEARLY CONSUMPTION IS 125 TONS. 20-45 TONS INITIAL DELIVER IS REQUIRED.

PREMIUM WOOD PELLETS- IN THE PELLET INDUSTRY DENOTES A WELL MADE, CONSISTENT LENGTH PELLET OF LOW ASH CONTENT. LOW ASH IS IMPORTANT AS THAT TYPE OF PELLET BURNS AT A HIGHER EFFICIENCY RATE AND CREATES LESS ASH (LESS ASH = LESS MAINTENANCE AND WASTE ASH PRODUCT TO DISPOSE OF). PELLETS THAT DO NOT MEET OR EXCEED THE BELOW SPECIFICATION WILL BE REPLACED BY THE VENDOR AT NO ADDITIONAL COST TO THE STATE.

PREMIUM GRADE PELLETS: ASH CONTENT LESS THAN ONE PERCENT

MOISTURE CONTENT: NO MORE THAN 4-6 PERCENT BY WEIGHT

AVERAGE BTUs/LB CONTENT: 8,500

PELLET WEIGHT: 40-60 POUNDS PER CUBIC FOOT

SOURCE MATERIAL: 100% SOFTWOOD OR HARDWOOD - VIRGIN WOOD AND OR WOOD MANUFACTURING WASTE WITH A WRITTEN STATEMENT OF THE SOURCE OF WOOD. NOTE: CONSTRUCTION WASTE AND PRESSURE TREATED WOOD IS NOT ALLOWED UNDER ANY CIRCUMSTANCE IN THE PELLETS DUE TO THE PRESENCE OF PAINT, CHEMICAL AND HEAVY METALS.

SIZE: NO MORE THAN 1-1.5 INCHES LONG X 1/4 INCHES IN DIAMETER (MADE ON 6.35MM OR 6.50 DIE SIZE)

FINES: NO MORE THAN 0.5% BY WEIGHT SHALL PASS A 1/8" SCREEN

ADDITIVES OR BARK - NO BARK, NO PLASTIC OR OIL ADDITIVES ALLOWED

PELLET DURABILITY INDEX: GREATER THAN OR EQUAL TO 97.5

CHLORIDE: LESS THAN 300 PARTS PER MILLION

DUST REMOVAL VACUUM SYSTEM MUST BE USED DURING DELIVERY, AND DELIVERY MUST BE PNEUMATIC.

NUMBER OF DAYS ADVANCE NOTICE REQUIRED FOR DELIVERY: 14 DAYS

DELIVERY OF PELLETS WOULD OCCUR DURING NORMAL STATE BUSINESS HOURS (7:45 AM - 4:30 PM) UNLESS ALTERNATE ARRANGEMENTS ARE MADE. CONTACT BETSY FLINT 802-228 3302 OR BONNIE PIDGEON 802-338-3301 TO ARRANGE FOR A STATE REPRESENTATIVE TO BE PRESENT AT THE TIME OF THE DELIVERY.

DIRECTIONS: ON I-89, TAKE EXIT 5 ONTO VT RT 64 W TOWARDS NORTHFIELD. TURN R ONTO VT RT 12, APPROXIMATELY 1 MI TO NORWICH UNIVERSITY TURN L ONTO PARK AVE, THEN SLIGHT JOG AND STRAIGHT ONTO UNIVERSITY DR. PASS UNDER THE PEDESTRIAN BRIDGE, 2ND L TO THE RRTC. KEEP L, ENTRANCE TO MECHANICAL BAY IS AT REAR OF BUILDING.

BUILDING ADDRESS: NORWICH READINESS AND REGIONAL TRAINING CENTER (RRTC), 161 UNIVERSITY DRIVE, NORTHFIELD, VT.

NORWICH READINESS AND REGIONAL TRAINING CENTER: THE SILO IS LOCATED IN THE MECHANICAL ROOM ACCESSIBLE BY TRUCK FROM THE REAR OF THE BUILDING.

TWO (2) SILOS THAT EACH HOLD APPROXIMATELY 23 TONS. FROM GRADE TO THE TOP OF THE SILO FILL POINT IS 22'. THE SYSTEM WILL HAVE TO BE ABLE TO LIFT TO THIS HEIGHT.

DELIVERIES WOULD BE BY BULK DELIVERY TRUCK. THE OFF-LOAD TIME SHOULD BE NO GREATER THAN TEN (10) MINUTES PER TON TO

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MINIMIZE THE DETRIMENTAL EFFECT ON THE BREAKDOWN OF THE PELLETS.

POINT OF CONTACT FOR DELIVERY:
MIKE HICKORY
802-485-1991

BETSY FLINT
PHONE #(802)338-3302
EMAIL: BETSY.FLINT@STATE.VT.US

BONNIE PIDGEON
PHONE: 802-338-3301
EMAIL: BONNIE.PIDGEON@STATE.VT.US

INVOICES TO: Mil.FMVendorInvoices@state.vt.us
or
VT ARMY NATIONAL GUARD - MILITARY DEPT
ATTN BETSY FLINT
CAMP JOHNSON BLDG 5
789 VERMONT NATIONAL GUARD RD
COLCHESTER, VT 05446-3099

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: PROVIDE PREMIUM WOOD PELLETS TO NORWICH RRTC

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

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

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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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

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.

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.

CHANGE ORDER #1: DECEMBER 14, 2016
THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO FEBRUARY 28, 2018 AT THE SAME PRICES, TERMS AND CONDITIONS.

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.

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

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016
SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE ORDER #2: DECEMBER 14, 2017

THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM UNTIL FEBRUARY 28, 2019.

THE VENDOR HAS REQUESTED AN INCREASE IN PRICING FROM \$238.50/TON TO \$250.00/TON DELIVERED FEE.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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.

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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.

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

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016
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VENDOR CONTACT:

CHIP STRAUB - chip@vermontrenewablefuels.com
ALISON MACDONALD - amacdonald@nerr.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____