

# State of Vermont

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

# CONTRACT



**Vendor ID 0000330448**  
**Sandri Energy LLC**  
**400 Chapman Street**  
**Greenfield MA 01301**  
**United States**

<b>Contract ID</b> 00000000000000000000000032419	<b>Page</b> 1 of 6
<b>Contract Dates</b> 09/01/2016 to 08/31/2019	<b>Origin</b> CPS
<b>Description:</b> BGS PREMIUM WOOD PELLETS	<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		PREMIUM WOOD PELLETS - BARRE	TON	0.01000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$236.65/PER TON  
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$242.30/PER TON  
PRICING INCLUDES DELIVERY

**BARRE DELIVERY ADDRESS:**

BARRE DISTRICT COURT HOUSE  
255 N. MAIN ST  
BARRE, VT 05641

DIRECTIONS: GET OFF 1-89 AT EXIT 7. COME DOWN RT 62 TO BARRE. HEAD EAST ON 302 TO WEST ST. MAKE DELIVERY. CONTINUE NORTH ON WEST ST TO SUMMER ST. WEST ON SUMMER ST TO RT .14. RIGHT ON 14, CONTINUE TO RT 62.

THE SILO IS LOCATED BETWEEN THE COURT HOUSE AND MERCHANT STREET. MERCHANT STREET IS ONE WAY. THE SILO IS ON THE SIDE OF THE BUILDING FACING DUNKIN DONUTS, RIGHT OUTSIDE THE MECHANICAL ROOM DOOR.

SILO CAN HOLD APPROXIMATELY 40 TONS OF PELLETS

SILO: ABOUT 22' TALL BUT IS SITUATED ON A SLAB ABOUT 5' ABOVE STREET LEVEL (27' TALL OVERALL)

ESTIMATED YEARLY CONSUMPTION IS 170 TONS

DELIVERY OF PELLETS WOULD OCCUR BEFORE 7:20 AM OR AFTER 6:00 PM, MONDAY - FRIDAY. DELIVERY ON WEEKENDS CAN BE MADE AT ANY TIME.

**POINT OF CONTACT:**  
KEN MACRITCHIE  
PHONE: 802-479-4290  
E-MAIL: KEN.MACRITCHIE@VERMONT.GOV

**INVOICES TO:**  
BGS  
BARB WATSON  
2 AIKEN AVE  
MONTPELIER, VT 05633-5801

2		PREMIUM WOOD PELLETS - WESTMINSTER	TON	0.01000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$221.70/PER TON  
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$227.00  
PRICING INCLUDES DELIVERY

**DELIVERY ADDRESS:**

WESTMINSTER DPS FACILITY  
1330 WESTMINSTER HEIGHTS ROAD  
WESTMINSTER, VERMONT

1 SILO - ABOVE GROUND - HOLDS 25-30 TONS

ANNUAL USAGE: 25 TONS (1 DELIVERY)

SILO: 26' TALL AND SITS AT THE SAME LEVEL AS THE PARKING LOT WHERE DELIVERY IS MADE

**CONTACT:**  
SAM CARPENTER

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<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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TEL: 802-885-9748  
EMAIL: SAM.CARPENTER@VERMONT.GOV

MERLE MILLER PROJECT MANAGER  
MERLE.MILLER@VERMONT.GOV

INVOICED TO:  
STATE OF VERMONT  
DEPARTMENT OF BUILDINGS & GENERAL SERVICES  
702 CHARLESTOWN ROAD  
SPRINGFIELD, VT 05156

3		PREMIUM WOOD PELLETS - ST ALBANS	TON	0.01000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$245.99/PER TON  
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$251.63  
PRICING INCLUDES DELIVERY

ST. ALBANS DELIVERY ADDRESS:

ST. ALBANS STATE POLICE FIELD STATION  
140 FISHER POND ROAD (ROUTE 104)  
ST. ALBANS, VT 05478

DIRECTIONS:

TAKE I-89 EXIT AT 19, TURN RIGHT AT FIRST TRAFFIC LIGHT (ROUTE 104) AND DRIVE NORTH APPROXIMATELY 3/4 OF A MILE.  
BUILDING WILL BE ON YOUR RIGHT.

THE SILO IS LOCATED OUTDOORS AND INSIDE A SECURE PARKING AREA. FROM GRADE TO THE TOP OF THE SILO FILL POINT IS 24' 0".

SILO CAN HOLD APPROXIMATELY 32.8 TONS OF PELLETS

ESTIMATED YEARLY CONSUMPTION IS 30 TONS.

DELIVERY OF PELLETS WOULD OCCUR DURING NORMAL STATE BUSINESS HOURS (7:45 AM - 4:30 PM) UNLESS ALTERNATE ARRANGEMENTS ARE MADE. CONTRACTOR MUST CONTACT BUILDING AND GENERAL SERVICES MAINTENANCE TO ARRANGE FOR A STATE REPRESENTATIVE TO BE PRESENT AT THE TIME OF THE FIRST DELIVERY.

POINT OF CONTACT FOR DELIVERY:

THOMAS PENDRIS  
C: 802-734-6142  
O: 802-524-6886  
F: 802-527-4207  
THOMAS.PENDRIS@VERMONT.GOV

OR

RANDY SMITH  
VOICE: 802-524-6886  
FAX: 802-527-4207  
CELL: 802-922-3509

INVOICES TO:  
RANDY SMITH  
PLANT MAINTENANCE SUPERVISOR  
STATE OF VERMONT  
BUILDINGS & GENERAL SERVICES

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<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

**Phone #:**

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36 LAKE STREET  
ST. ALBANS, VT 05478

4		PREMIUM WOOD PELLETS - MIDDLESEX	TON	0.01000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$236.95/PER TON  
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$236.95/PER TON  
PRICING INCLUDES DELIVERY

MIDDLESEX DELIVERY ADDRESS: 1078 US ROUTE 2, MIDDLESEX VT 05602

THE SILO IS LOCATED IN THE REAR OF BUILDING

THE SILO CAN HOLD: 42 TONS

SILO SIZE: 12' DIAMETER, 28; HIGH WITH 45 DEGREE HOPPER BOTTOM AND 30 DEGREE ROOF

ESTIMATED YEARLY CONSUMPTION - UNKNOWN - NEW SYSTEM

DELIVERERY OF PELLETS WOULD OCCUR ON MONDAY - FRIDAY BETWEEN 8:00 AM AND 2:00 PM.

POINT OF CONTACT:  
RICK BUTLER  
802-828-3376

INVOICES TO:  
BGS  
BARB WATSON  
2 AIKEN AVE  
MONTPELIER, VT 05633-5801

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 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 BARRE, WESTMINSTER AND ST ALBANS.

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.

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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.

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.

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.

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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CONTACT INFORMATION:  
PHONE: 413-772.2121  
(800) 628-1900  
FAX: 413-773-5049

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<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

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

CHANGE ORDER #1: NOVEMBER 15, 2017  
ADD AN ADDITIONAL LOCATION TO THIS CONTRACT IN MIDDLESEX.

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

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: 8/22/2018  
THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT UNTIL AUGUST 31, 2019.

ALL PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

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

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 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:  
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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.

**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: \_\_\_\_\_