

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000096833
New England Recreation Group Inc
PO Box 1503
Westboro MA 01581
USA

Contract ID 0000000000000000000025261	Page 1 of 4
Contract Dates 09/01/2013 to 08/31/2017	Origin CPS
Description: CPS-PLAY SURFACE AREA	Contract Maximum \$99,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PLAY SURFACE AREA - ENGINEERED WOOD FIBER	CUY	0.01000	0.00	0.00

- Minimum Delivery Order: 75 cubic yards
- Drop Shipments: one additional stop per truck @ \$125.00.

Cost of one cubic yard delivered:

- District 1: \$29.38/c.y.
- District 2: \$28.27/c.y.
- District 3: \$29.38/c.y.
- District 4: \$29.38/c.y.
- District 5: \$30.70/c.y.
- District 6: \$30.70/c.y.
- District 7: \$30.70/c.y.
- District 8: \$32.46/c.y.
- District 9: \$33.34/c.y.

Engineered Wood Fiber product shall be manufactured specifically for impact attenuating surface application for the use zone under and around playground equipment. The product shall consist of 100% virgin softwood chips, be of current manufacture, contain no moldy or decomposed wood fiber material, and contain no chemicals or preservatives. The product shall be certified by the International Play Equipment Manufacturer's Association (IPEMA). At a minimum, the product shall comply with the following standards:

- ASTM 1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Report
- ASTM F2075-10a Section 4.4 per 7.4 Sieve Analysis
- ASTM F2075-10a, Section 4.5.2 per 8.0 Hazardous Metals Test
- ASTM F1951 Surface Accessibility Standard Report

Vendor shall provide copies of each of the above most recent batch lot ASTM reports upon delivery of each individual lot, in addition to the product IPEMA certification, to the receiving authority.

Delivery is to be provided within 10 calendar days of each individual Purchase Order.

Vendor to provide 24 hour notification prior to delivery. Drop off Hours 7:00 A.M. - 3:00 P.M., M-F.

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE (1) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

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.

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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.

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.

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SALES POC INFORMATION:

CHARLES RAMONDO TR.

508-393-1963

800-861-1209

nerg@nerecgroup.com

AMENDMENT#1 (AUGUST 2014). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 08/31/2015, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JUNE 9, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE 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.

AMENDMENT#2 (AUGUST 2015). THIS CHANGE EXERCISES THE SECOND 12-MONTH OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 08/31/2016. PRICING HAS INCREASED BY 3% ON ALL LINE ITEMS. ALL OTHER TERMS, AND CONDITIONS REMAIN THE SAME. THERE IS ONE (1) 12-MONTH RENEWAL OPTION REMAINING.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE 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.

AMENDMENT#3 (JULY 2016). THIS CHANGE EXERCISES THE LAST ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 08/31/2017, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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.

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, 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) .

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

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: _____