

State of Vermont

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

CONTRACT



Vendor ID 0000333276
Poirier, Jeffrey Paul
PO Box 174
Barton VT 05822
United States

Contract ID 0000000000000000000026438		Page 1 of 4
Contract Dates 04/01/2014 to 03/30/2018		Origin CP
Description: CP-FIREWOOD NSCF		Contract Maximum \$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		FIREWOOD - CUT, SPLIT, AND DELIVERED BY THE CORD	CRD	200.00000	0.00	0.00

LENGTH: 24 INCHES

MAXIMUM DIAMETER: NOT TO EXCEED 10 INCHES

MAXIMUM CHUNK WEIGHT: NOT TO EXCEED 50 POUNDS

SPECIES: HARDWOODS: BEECH (SUGAR OR SOFT), MAPLE, ASH, CHERRY, WHITE ASH, BLACK CHERRY, HOPHONBEAM, YELLOWBIRCH. NO SOFTWOODS, NO POPLAR, NO WASTE LUMBER, NO TREATED WOOD OR PAINTED WOOD.

CONDITION: GREEN WOOD

CRIMINAL BACKGROUND CHECK: ALL VENDORS AND STAFF WHO WILL BE ENTERING THE CORRECTIOANL FACILITY TO PROVIDE SERVICES, WILL BE REQUIRED TO SIGN RELEASES AUTHORIZING THE VERMONT DEPARTMENT OF CORRECTIONS TO CONDUCT A CHECK OF ANY CRIMINAL RECORD CONVICTIONS AS PART OF A SECURITY SCREENING PROCESS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FIREWOOD ISSUED MARCH 18, 2013 AND VENDOR'S RESPONSE DATED MARCH 25, 2014.

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.

SCOPE: PROVIDE FIREWOOD FOR THE NORTHERN STATE CORRECTIONAL FACILITY

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE MONTHS (12) 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.

DELIVERY PERFORMANCE MEASURES: PENALTIES MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

FIRST YEAR OF THE CONTRACT THE VENDOR MUST DELIVER 400 CORDS OF WOOD NO LATER THAN JULY, 2014.

ANY ADDITIONAL YEARS THE CONTRACT IS IN PLACE THE VENDOR MUST DELIVER 400 CORDS OF WOOD NO LATER THAN MAY 1ST OF EACH YEAR. IF VENDOR FAILS TO DELIVER THE 400 CORDS THE STATE RESERVES THE RIGHT TO PURCHASE THE CORDS ON THE OPEN MARKET AND CHARGE THE DIFFERENCE BACK TO THE VENDOR.

LOCATION: NORTHERN STATE CORRECTIONAL FACILITY, 2559 GLEN ROAD, NEWPORT, VT - WOOD IS TO BE DELIVERED TO THE

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DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE IN LOADS OF 2-5 CORDS. SUPPLIER IS TO UNLOAD WOOD WITHOUT ASSISTANCE UNLESS OTHERWISE AGREED TO. DO NOT DELIVER WOOD IN THE DARK. DELIVER WOOD BETWEEN 8:00 AM AND 7:00 PM MONDAY THROUGH FRIDAY.

WEEKEND DELIVERIES MAY BE ACCEPTED UPON ADVANCED MUTUAL AGREEMENT BETWEEN VENDOR AND NORTHERN STATE CORRECTIONAL FACILITY. DELIVERY DATES AND TIMES ARE TO BE CLEARED WITH THE CHIEF OF SECURITY, ASSISTANT SUPERINTENDENT, SUPERINTENDENT, WORK CREW SUPERVISOR OR THE FACILITY ASSISTANT SUPERVISOR. CALL 802-334-4426 AND ASK FOR A SHIFT SUPERVISOR FOR WEEKEND DELIVERIES.

VENDOR AT TIME OF DELIVERY WILL PROVIDE A DELIVERY RECEIPT TO THE WORK CREW SUPERVISOR INDICATING THE FOLLOWING: VENDORS NAME, DRIVER'S NAME, QUANTITY DELIVERED, COST, DATE AND TIME.

PRICING: ALL 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.

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

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INVOICES.						

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- 2/12/15 THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR AN ADDITIONAL YEAR TO MARCH 30, 2016. ALL OTHER 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

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE ORDER #2- 2/12/16 THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR AN ADDITIONAL YEAR TO MARCH 30, 2017. ALL OTHER 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

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CHANGE ORDER #3 - 1/4/17 THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR AN ADDITIONAL YEAR TO MARCH 30, 2018. ALL OTHER PRICING, 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.

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.

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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: _____