

State of Vermont

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

CONTRACT



Vendor ID 0000015952
Atlantic Plywood
8 Roessier Rd
Woburn MA 01801
USA

Contract ID 000000000000000000026425		Page 1 of 7
Contract Dates 05/01/2014 to 04/30/2017		Origin CPS
Description: CPS-HARDWOOD PLYWOOD		Contract Maximum \$999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 781-933-1932

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3	3307	CHERRY LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 3.15 CERTIFIED: 3.30	BF	0.01000	0.00	0.00
5	3309	RED OAK LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 2.95 CERTIFIED: 3.35	BF	0.01000	0.00	0.00
6	3310	BIRCH LUMBER, 6/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 3.50 CERTIFIED: 3.75	BF	0.01000	0.00	0.00
7	3311	BIRCH LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 2.50 CERTIFIED: 2.75	BF	0.01000	0.00	0.00
8	3312	BIRCH LUMBER, 5/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 3.15 CERTIFIED: 3.35	BF	0.01000	0.00	0.00
9	3313	CHERRY LUMBER, 5/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS. NON-CERTIFIED: 3.55 CERTIFIED: 3.70	BF	0.01000	0.00	0.00
10	3350	PARTICLE BOARD, 45 LB. DENSITY, 3/4" X 4' X 8'. NON-CERTIFIED: 23.50 CERTIFIED: 32.50 --- 2-3 WEEKS LEAD TIME BRAND/MANUFACTURER: TAFISA 100% RECYCLED CONTENT 30% POST CONSUMER CONTENT	SH	0.01000	0.00	0.00

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11	3366	PLYWOOD, BIRCH, VENEER CORE, A4 FACE, ROTARY CUT, G1S, 1/4" X 4' X 8'. NON-CERTIFIED: 22.50 CERTIFIED: 45.00	SH	0.01000	0.00	0.00
12	3367	PLYWOOD, NATURAL BIRCH, MDF CORE, A2 FACE, ROTARY CUT, 3/4" X 4' X 8'. NON-CERTIFIED: 54.00 CERTIFIED: 73.75	SH	0.01000	0.00	0.00
13	3368	PLYWOOD, RED OAK, VENEER CORE, A3 FACE, G1S, PLAIN SLICE, 1/4" X 4' X 8'. NON-CERTIFIED: 24.50 CERTIFIED: 44.70	SH	0.01000	0.00	0.00
14	3369	PLYWOOD, RED OAK, MDF CORE, A1 FACE, PLAIN SLICE, 3/4" X 4' X 8' - NON CERTIFIED	SH	62.00000	0.00	0.00
15	3370	PLYWOOD, CHERRY, VENEER CORE, A4 FACE, G1S, PLAIN SLICE, 1/4" X 4' X 8'. NON-CERTIFIED: 38.75 CERTIFIED: 66.50	SH	0.01000	0.00	0.00
16	3371	PLYWOOD, CHERRY, MDF CORE, A2 FACE, PLAIN SLICE, 3/4" X 4' X 8'. NON-CERTIFIED: 85.00 CERTIFIED: 99.00	SH	0.01000	0.00	0.00
17	3373	MELAMINE, PARTICLE CORE, G2S, 3/4" X 4' X 8' - WHITE MELAMINE, PARTICLE CORE, G2S, 3/4" X 4' X 8', WHITE. PARTICLEBOARD CORE IS TO HAVE A 43 PCF MIN. DENSITY AND CONFORM TO HUD FORMALDEHYDE EMISSION STANDARD 24 DFR. MELAMINE LAMINATE IS TO MEET THE PERFORMANCE STANDARD FOR THERMOSET DECORATIVE PANELS - ALA 1992. TAFISA OR ACCEPTABLE EQUAL COLOR: WHITE BRAND/MANUFACTURER: FLAKEBOARD INC - 100% RECYCLED CONTENT - 30% POST CONSUMER CONTENT NON-CERTIFIED: 28.50 CERTIFIED: 39.50 - 2-3 WEEKS LEAD TIME	SH	0.01000	0.00	0.00
18	3403	WOODEDGE, 13/16" W X 250', HOT MELT ADHESIVE BACKING. IN OAK,.	RL	26.50000	0.00	0.00
19	8375	MELAMINE, PARTICLE CORE, G2S, 3/4" X 4' X 8' PARTICLEBOARD CORE IS TO HAVE A 43 PCF MIN. DENSITY AND CONFORM TO HUD FORMAL- DEHYDE EMISSION STANDARD 24 DFR. MELA- MINE LAMINATE IS TO MEET THE PERFORMANCESTANDARD FOR THERMOSET DECORATIVE PANELS - ALS 1992. TAFISA OR ACCEPTABLE EQUAL. AVAILABLE STANDARD COLORS: ALMOND. NON-CERTIFIED: 34.00 CERTIFIED: 43.00	SH	0.01000	0.00	0.00

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		BRAND/MANUFACTURER: FLAKEBOARD INC 100% RECYCLED CONTENT 30% POST CONSUMER CONTENT				
20	8781	MELAMINE, PARTICLE CORE, G2S, 1/4" X 4' X 8'	SH	0.01000	0.00	0.00
		MELAMINE, PARTICLE CORE, G2S, 1/4" X 4' X 8' PARTICLEBOARD CORE IS TO HAVE A 43 PCF MIN. DENSITY AND CONFORM TO HUD FORMAL- DEHYDE EMISSION STANDARD 24 DFR. MELA- MINE LAMINATE IS TO MEET THE PERFORMANCESTANDARD FOR THERMOSET DECORATIVE PANELS - ALA 1992. TAFISA OR ACCEPTABLE EQUAL. AVAILABLE STANDARD COLORS: ALMOND, SOAPSTONE GREY				
		NON-CERTIFIED: 26.50 CERTIFIED: 35.00				
		BRAND/MANUFACTURER: FLAKEBOARD INC 100% RECYCLED CONTENT - 30% POST CONSUMER CONTENT				
21	10563	PLYWOOD, BIRCH, VENEER CORE, A2 FACE, ROTARY CUT, 1/2"x4'x8'	SH	0.01000	0.00	0.00
		NON-CERTIFIED: 51.00 CERTIFIED: 59.50				
22	10564	PLYWOOD, BIRCH, VENEER CORE, A2 FACE, WHOLE PIECE FACE (WPF) ROTARY CUT, 3/4"X4'X8' - NON-CERTIFIED	SH	57.00000	0.00	0.00
23	10565	PLYWOOD, HIGHWAY SIGN H.D.O. 5/8"x4'x8' DOUGLAS FIR, G2S EXTERIOR PS-1-83, APA, SEMI-OPAQUE 120/120 PAPER - NON-CERTIFIED	SH	85.00000	0.00	0.00
24	10566	WOODEDGE, 13/16"W X 250' BIRCH - NON-CERTIFIED	RL	26.00000	0.00	0.00
25	10567	WOODEDGE, 13/16"W X 250' CHERRY - NON-CERTIFIED	RL	26.00000	0.00	0.00
26	3404	CONOBAND EDGING, 13/16" X 250', HOT MELT COLOR: WHITE - NON-CERTIFIED	RL	26.00000	0.00	0.00
27		WB SEALER, 5-GALLON PAIL, PN# C127959-20	PAL	148.00000	0.00	0.00
28		WB SATIN LACQUER, C127954-20, 5-GALLON PAIL	PAL	160.00000	0.00	0.00
29		MAPLE LUMBER,4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS	BF	0.01000	0.00	0.00
		NON-CERTIFIED: 3.05 CERTIFIED: 3.85				

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30		ENVIROMAX FORMALDEHYDE FREE PRE-CAT SATIN, C130644-20, 5 GALLON PAIL	PAL	223.68000	0.00	0.00
31		CATALYZING AGENT ENVIROMAX FORMALDEHYDE FREE PRE-CAT, CAT5, FOR 5 GALLONS	EA	5.95000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

LUMBER GRADE WILL BE NHLA SELECT AND BETTER.

RANDOM WIDTH AND LENGTHS WILL BE AT LEAST 4" WIDE AND 8-12' LONG.

CERTIFIED LUMBER IS TO BE FROM SUSTAINABLY MANAGED FORESTS AS CERTIFIED, INCLUDING CHAIN OF CUSTODY, BY THE FOREST STEWARDSHIP COUNCIL (FSC).

ACTUAL DIMENTION OF THE SHEETS ARE TO BE OVERSIZED BY 1/4" TO 1/2". VENEER THICKNESS IS TO BE 1/32" TO 1/36" MINIMUM.

PERFORMANCE MEASURES:

DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE DELIVERY SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

ALL PRODUCTS PROVIDED UNDER THIS AGREEMENT SHALL BE AND UNUSED UNLESS OTHERWISE STATED BY THE CONTRACTOR. ALL PRODUCTS MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND SHALL BE RETURNED TO THE CONTRACTOR AT NO CHARGE TO THE STATE, FOR CREDIT. IF IT IS DETERMINED THE QUALITY OF THE PRODUCTS DELVIERED ARE CONTINUALLY DEFICIENT, A MEETING WILL BE SCHEDULED BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR TO RESOLVE THESE DEFICCIENCIES, WHICH MAY RESULT IN CREDITS FOR DEFICIENT PRODUCTS AND/OR TERMINATION OF CONTRACT.

PRICE PROTECTION: PRICES ARE TO BE FIRM FOR A SIX MONTH PERIOD AND ARE SUBJECT TO REVIEW AFTER THE MID-POINT OF THE CONTRACT YEAR. ANY REQUESTS FOR PRICE INCREASE ARE SUBJECT TO VERIFICATION BASED ON THE CONTRACTOR'S COSTS AND MUST BE ACCEPTED BY THE STATE.

SCOPE: TO PROVIDE HARDWOOD LUMBER AND PLYWOOD TO THE STATE OF VERMONT, ITS AGENCIES, POLITICAL SUBDIVIONS AND SCHOOLS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

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 IN PARAGRAPH 3.12 OF THE RFP. 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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THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CONTRACTOR CONTACT INFORMATION:

GLEN SEIFERT
PHONE: 877-347-1406
E-MAIL: GSEIFERT@ATLANTICPLYWOOD.COM

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.

AMENDMENT#1 (APRIL 2015). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 04/30/2016, WITH A 1.5% INCREASE IN PRICE FOR ALL LINE-ITEMS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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#2 (MARCH 2016). THIS CHANGE EXERCISES THE SECOND ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 04/30/2017, WITH MINOR PRICE INCREASES TO LINE ITEMS 6, 10, 12, 14, 17, 20, AND 22. THIS AMENENDMENT ALSO ADDS LINE ITEMS 30 AND 31. ALL OTHER PRICING, TERMS, AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 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.

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

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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: _____