

# State of Vermont

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

# CONTRACT



**Vendor ID 0000335275**  
**Catamount Forest Products LLC**  
**238 Ricker Mill RD**  
**Groton VT 05046**  
**United States**

<b>Contract ID</b> 000000000000000000027206		<b>Page</b> 1 of 5
<b>Contract Dates</b> 10/01/2014 to 09/30/2017		<b>Origin</b> B54
<b>Description:</b> WOODCHIPS FOR FUEL		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WOODCHIPS FOR FUEL - MONTPELIER	TON	0.01000	0.00	0.00

LOCATION: MONTPELIER HEAT PLANT, 122 STATE STREET, MONTPELIER, VERMONT

DELIVERY HOURS:  
MONDAY THROUGH THURSDAY 5:00 PM TO 7:00 AM AND FRIDAY 5:00 PM THROUGH MONDAY AT 7:00 AM.

CONTACTS:  
DAN MCLOUGHLIN (802) 522-4503, JONATHAN RUTLEDGE (802) 522-6603 OR JOHN HEBERT (802) 828-3312

THE STATE WILL USE THE LEAST EXPENSIVE CHIPS THAT RELIABLY FEED THROUGH EACH PLANT. MONTPELIER HAS CURRENTLY BEEN TESTED, RELIABLY ON BOLE CHIPS AND MIXED BOLE CHIPS. THE WINTER ENDED BEFORE HARDWOOD WHOLE TREE COULD BE TESTED, BUT WE ANTICIPATE THAT THE PLANT WILL BE ABLE TO PROCESS THEM AND IF SO THIS WILL BE THE FUEL OF CHOICE BASED UPON HISTORICAL CHIP PRICES.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. CHIPS ARE TO BE DELIVERED VIA LIVE BOTTOM TRAILER TO THE END OF A WALKING FLOOR AT THE FUEL RECEIVING BAY. THE FLOOR WILL BE STARTED BY STATE PERSONNEL; THE DRIVER WILL THEN START THE OFF LOADING PROCESS. AFTER OFF LOADING THE DRIVER WILL PULL AHEAD TO CLEAR THE CHIPS ON THE FLOOR, BUT SHALL REMAIN WITHIN THE BUILDING TO CLEAN OFF THE TRUCK AND WHEELS. DRIVER IS RESPONSIBLE TO CLEAN UP ANY CHIPS THAT COME OFF THE TRUCK OUTSIDE THE BUILDING.

ESTIMATED TONNAGE: 7,000 TONS

COST PER TON DELIVERED:  
HARDWOOD SCREENED MILL CHIPS \$54.00 COST PER TON  
HARDWOOD BOLE CHIPS \$47.00 COST PER TON  
HARDWOOD WHOLE TREE CHIPS \$31.00 COST PER TON  
MIXED HW/SW BOLE CHIPS \$31.00 COST PER TON

2		WOODCHIPS FOR FUEL BERLIN	TON	0.01000	0.00	0.00
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LOCATION: STATE HOSPITAL AT 350 FISHER ROAD, BERLIN, VERMONT

DELIVERY HOURS: MIDNIGHT - 4:00 PM MONDAY - FRIDAY

CONTACTS: ADAM PARRY (802) 828-2604, JONATHAN RUTLEDGE (802) 522-6603 OR JOHN HEBERT (802) 828-3312

THE STATE WILL USE THE LEAST EXPENSIVE CHIPS THAT RELIABLY FEED THROUGH EACH PLANT. BERLIN HAS OPERATED ON SCREENED HW MILL CHIPS, AND MAY BE ABLE TO BURN HW BOLE CHIPS.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. CHIPS ARE TO BE DELIVERED VIA LIVE BOTTOM TRAILER TO THE STORAGE BUNKER. THE LOAD WILL REQUIRE OFFLOADING APPROXIMATELY HALF THE LOAD THROUGH ONE ROLL UP DOOR, THEN REPOSITIONING THE TRUCK TO THE SECOND DOOR TO FINISH OFFLOADING. DRIVER IS RESPONSIBLE TO CLEAN UP ANY CHIPS THAT COME OFF THE TRUCK OUTSIDE THE BUILDING.

ESTIMATED TONNAGE: 450 TONS

COST PER TON DELIEVERED:  
HARDWOOD SCREENED MILL CHIPS \$54.00 PER TON  
HARDWOOD BOLE CHIPS \$47.00 PER TON  
MIXED HW/SW BOLE CHIPS \$31.00 PER TON

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3		WOODCHIPS FOR WATERBURY	TON	0.01000	0.00	0.00

LOCATION: HEAT PLANT STATE COMPLEX, WATERBURY, VERMONT

WATERBURY: 24 HOURS PER DAY ANY DAY OF THE WEEK

CONTACTS: JOHN JONES (802) 241-6554 OR DAVID JENNISON (802) 241-6547

THE STATE WILL USE THE LEAST EXPENSIVE CHIPS THAT RELIABLY FEED THROUGH EACH PLANT.

THE WATERBURY, OLD PLANT HAS SUCCESSFULLY OPERATED ON SCREENED HW MILL CHIPS AND HW BOLE CHIPS.

THE WATERBURY NEW PLANT HAS NOT BEEN BUILT BUT THE DESIGN APPEARS TO BE CAPABLE OF SCREENED HW MILL CHIPS, HW BOLE CHIPS, AND MIXED BOLE CHIPS. IT MAY BE SUCCESSFUL WITH HW WHOLE TREE, BUT FUTURE TESTING WILL BE REQUIRED.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE.

WATERBURY, OLD PLANT: DELIVERY TRAILERS USED BY THE CONTRACTOR WILL REMAIN AT THE SITE TO BE UNLOADED BY THE STATE AND WILL BE PICKED UP BY THE CONTRACTOR AT THE TIME OF HIS NEXT DELIVERY. LIVE BOTTOM DELIVERIES WILL BE ACCEPTED IF THE STATE'S CONTACT PERSON IS NOTIFIED AT LEAST 8 HOURS PRIOR TO DELIVERY AND AN EQUIPMENT OPERATOR IS AVAILABLE TO MOVE CHIPS FROM THE REAR OF THE TRAILER TO THE STORAGE AREA. DUE TO THE LIMITED STORAGE CURRENTLY AVAILABLE AT THIS SITE, THE CONTRACTOR SHALL LEAVE ONE TRAILER AT THE SITE, AND HAVE A SECOND TO LOAD AND EXCHANGE WITH THE EMPTY ONE WHEN A DELIVERY IS MADE.

ALL TRAILERS MUST HAVE SUFFICIENT FLOOR AND SIDE WALLS TO ACCEPT UNLOADING BY MECHANICAL MEANS - BOBCAT SKI STEER LOADER. AT A MINIMUM THIS MEANS 12" HIGH, 3/4" PLYWOOD SKID PLATES THE FULL LENGTH OF EACH SIDE OF THE TRAILER, AND 24" HIGH PLYWOOD CRASH BOARDS AT THE FRONT OF THE TRAILER.

WATERBURY, NEW PLANT: CHIPS ARE TO BE DELIVERED VIA LIVE BOTTOM TRAILER TO THE STORAGE BUNKER, TRAILER WILL BE BACKED UP THROUGH A ROLL UP DOOR AND OFFLOAD INTO THE BUNKER. DRIVER IS RESPONSIBLE TO CLEAN UP ANY CHIPS THAT COME OFF THE TRUCK OUTSIDE THE BUILDING.

ESTIMATED TONNAGE: 3,000 TONS

COST PER TON DELIVERED:	
HARDWOOD SCREENED MILL CHIPS	\$56.00 PER TON
HARDWOOD BOLE CHIPS	\$49.00 PER TON
HARDWOOD WHOLE TREE CHIPS	\$33.00 PER TON
MIXED HW/SW BOLE CHIPS	\$33.00 PER TON

**DETAILED REQUIREMENTS:**

**MATERIALS:**

CHIPS SHALL BE PROVIDED WHICH CONFORM TO MOISTURE CONTENT REQUIREMENTS AND ARE FREE OF DIRT, ROCKS, TWIGS, STICKS AND SAWDUST. ALL CHIPS SHOULD FIT THROUGH A 1 1/2 INCH SCREEN. UNACCEPTABLE CHIPS WILL BE REJECTED BY THE STATE AND REPLACED BY THE CONTRACTOR AT NO COST TO THE STATE.

SCREENED HARDWOOD MILL CHIPS: WOODCHIPS SHALL BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD, WILLOW OR SOFTWOOD WILL BE CONSIDERED. CHIPS SHALL BE CHIPPED FROM BOLE LOGS, OR SLABS, WITH OR WITHOUT BARK, WITH A ROTARY CHIPPER, SCREENED TO 1-1/2", AND OVER SIZED CHIPS RE-CHIPPED. CHIPS SHALL NOT CONTAIN ANY TOPS, STICKS, BRANCHES, OR LEAVES.

HARDWOOD BOLE CHIPS: WOODCHIPS SHALL BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD, WILLOW OR SOFTWOOD WILL BE CONSIDERED. CHIPS SHALL BE CHIPPED FROM BOLE LOGS WITH A ROTARY CHIPPER, TYPICALLY AT THE LOG LANDING, AND ARE NOT SCREENED. CHIPS MAY CONTAIN SOME LARGER PIECES THAT PASS THROUGH THE CHIPPER BUT SHOULD NOT CONTAIN ANY TOPS, STICKS, BRANCHES, OR LEAVES.

HARDWOOD WHOLE TREE CHIPS: WOODCHIPS SHALL BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD, WILLOW OR SOFTWOOD

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WILL BE CONSIDERED. WHOLE TREE CHIPS SHALL BE CHIPPED FROM THE ENTIRE STEM OF THE TREE WITH A ROTARY CHIPPER. CHIPS MAY CONTAIN SOME TOPS, STICKS, BRANCHES AND/OR LEAVES.

MIXED BOLE CHIPS: WOODCHIPS SHALL BE SELECTED HARDWOOD SPECIES, NO POPLAR, WILLOW OR BASSWOOD. LOADS MAY CONTAIN UP TO 20% SOFTWOOD CHIPS FROM LARGE DIAMETER (>20") LOGS. CHIPS SHALL BE CHIPPED FROM BOLE LOGS WITH A ROTARY CHIPPER, TYPICALLY AT THE LOG LANDING, AND ARE NOT SCREENED. CHIPS MAY CONTAIN SOME LARGER PIECES THAT MAY PASS THROUGH THE CHIPPER BUT SHOULD NOT CONTAIN ANY TOPS, STICKS, BRANCHES, OR LEAVES.

MOISTURE CONTENT: THE PRICE QUOTED SHALL BE BASED ON NET TONS AT 40% MOISTURE CONTENT +/- 5%. THE VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES PERSONNEL WILL ALSO CHECK THE MOISTURE CONTENT USING THE FOLLOWING PROCEDURE; TWO SAMPLES FROM EACH DELIVERY VAN WILL BE WEIGHED BEFORE AND AFTER COMPLETE DRYING IN A MICROWAVE OVEN.

PRICE QUOTED: THE PRICE QUOTED SHALL INCLUDE ALL TRANSPORTATION CHARGES FULLY PREPAID TO THE DELIVERY LOCATION, AND WILL BE BASED UPON THE DELIVERY SLIPS, AND ADJUSTED FOR MOISTURE CONTENT IF THE ACTUAL IS LESS THAN 25% OR MORE THAN 45%. FOR EXAMPLE A 23 TON LOAD AT 55% MOISTURE WILL BE BILLED AT 20.7 TONS (45%-55%=10% 23X10%=-2.3 23-2.3=20.7).

CHIPS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS LISTED AND WILL BE UNLOADED BY THE CONTRACTOR VIA SELF UNLOADING LIVE BOTTOM TRAILER. DELIVERIES WILL BE REQUESTED APPROXIMATELY ONE (1) WEEK IN ADVANCE OF NEED. DELIVERY DATE AND TIME SHOULD BE CLEARED WITH THE CONTACTS LISTED. DELIVERIES WILL BE MADE UPON THE REQUEST OF THE HEATING PLAT SUPERVISOR OR HIS DESIGNEE.

SCALE SLIPS: SCALE SLIPS SHALL BE PROVIDED WITH EACH LOAD, EACH SLIP SHALL SHOW THE GROSS WEIGHT OF THE TRUCK, TRAILER AND CHIPS IN ADDITION TO THE TARE WEIGHT OF THE EMPTY TRUCK AND TRAILER. IF SCALES ARE NOT AVAILABLE THEN THE LOAD WILL BE ESTIMATED BASED ON THE PREVIOUS 5 DELIVERIES. IN LIEU OF TARE WEIGHTS FOR EACH LOAD THE STATE WILL ACCEPT A SCHEDULE OF TRUCKS AND TRAILER TARE WEIGHTS AT THE BEGINNING OF EACH HEATING SEASON.

WEIGHT: ALL LOADS SHALL BE WEIGHED IN ACCORDANCE WITH 9 VSA (VERMONT STATUES ANNOTATED) CHAPTER 73 AND 2744. NO SPLIT WEIGHING SHALL BE ALLOWED. CONTRACTOR MUST PROVIDE A TRUCK WEIGHT SLIP FOR EACH TRUCKLOAD OF WOOD CHIPS DELIVERED AND THE SLIP NUMBERS MUST APPEAR ON THE INVOICE. ALL WEIGHT TICKETS SHALL BE MECHANICALLY OR ELECTRONICALLY PRINTED. HAND WRITTEN WEIGHT TICKETS WILL NOT BE ACCEPTED, AND LOADS WITH HAND-WRITTEN TICKETS SHALL BE REJECTED. PAYMENT SHALL NOT BE MADE FOR THAT PORTION OF ANY LOAD EXCEEDING THE LEGAL MAXIMUM REGISTERED GROSS WEIGHT OF THE DELIVERING VEHICLE. ALL SUCH MATERIAL SHALL BE DEPOSITED ALONG WITH THE BALANCE OF THE LOAD AT THE APPROPRIATE STATE FACILITY UNDER THE TERMS OF THESE SPECIFICATIONS. REPEATED VIOLATIONS CAN BE THE SUBJECT FOR DISQUALIFICATION OF THE SUPPLIER, HAULER, OR BOTH.

AVAILABILITY: THE CONTRACTOR SHOULD MAKE PROVISIONS TO BE ABLE TO DELIVER THE SPECIFIED WOOD CHIPS AT ANYTIME DURING THE HEATING SEASON, AND TO THAT END SHOULD HAVE A SOURCE OF WOOD AVAILABLE DURING TIMES WHEN THE BACK ROADS ARE POSTED WITH WEIGHT RESTRICTIONS.

ALTERNATE SOURCES: IF THE CONTRACTOR FAILS TO DELIVER A LOAD OF CHIPS WITHIN THE TIME REQUESTED, FOR ANY REASON (EQUIPMENT MALFUNCTION, ROADS UNSUITABLE FOR HAULING) THE STATE RESERVES THE RIGHT TO OBTAIN CHIPS FROM ANY SUPPLIER WHO CAN DELIVER. IF THE CONTRACTOR IS NOT GOING TO BE ABLE TO MAKE A DELIVERY IT WOULD BE DESIRABLE TO NOTIFY THE CONTACT PERSON AS SOON AS POSSIBLE SO OTHER ARRANGEMENT CAN BE MADE.

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

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.

SCOPE: PROVIDE WOODCHIPS FOR THE MONTPELIER DISTRICT HEAT PLANT, THE NEW STATE HOSPITAL IN BERLIN AND WATERBURY STATE OFFICE COMPLEX.

CONTRACT IS WRITTEN FOR A PERIOD OF THIRTY SIX (36) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

COST ADJUSTMENTS SHALL BE CONSIDERED ANNUALLY BY THE STATE ON OR BEFORE MAY 1ST OF EACH YEAR.

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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.

CONTRACT VALUE/QUANTITY: THE ESTIMATED ANNUAL TONNAGE FOR THIS CONTRACT IS 10,450 TONS. THE ANNUAL QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

ESTIMATED TONNAGE FOR EACH PLANT IS AS FOLLOWS:  
MONTPELIER DISTRICT HEAT PLANT: 7,000 TONS  
STATE HOSPITAL, BERLIN: 450 TONS  
WATERBURY STATE OFFICE COMPLEX: 3,000 TONS

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.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

COSTS ADJUSTMENTS SHALL BE CONSIDERED ANNUALLY BY THE STATE ON OR BEFORE MAY 1ST.

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

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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.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@state.vt.us

### 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: \_\_\_\_\_