

# State of Vermont

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

# CONTRACT



**Vendor ID 000006233**  
**Gagnon Lumber Inc**  
**89 Stevens Rd**  
**Pittsford VT 05763**  
**USA**

<b>Contract ID</b> 0000000000000000000030104		Page 1 of 4
<b>Contract Dates</b> 09/01/2015 to 08/31/2017		<b>Origin</b> CP
<b>Description:</b> Woodchips Middlebury/Pittsford		<b>Contract Maximum</b> \$99,999.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684	<b>Contract Status</b> Approved

**Phone #: 802-483-6550**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Woodchips Mahady Courthouse, Middlebury	TON	73.00000	0.00	0.00
2		Woodchips Police Academy, Pittsford	TON	75.00000	0.00	0.00

QUANTITY: The estimated annual tonnage for this contract is 325 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:

Mahady Courthouse, Middlebury: 150 tons  
Pittsford Police Academy, Pittsford: 175 tons

Materials: Screened bole 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 oversized chips re-chipped. Chips shall be provided which conform to moisture content requirements and are free of dirt, rocks, twigs, sticks, sawdust and/or leaves. Unacceptable chips will be rejected by the state and replaced by the contractor at no cost to the state.

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. 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 our heating plant supervisor or his designee.

Contacts:  
Pittsford - Kevin Waldie cell 371-7394 and  
Middlebury - Andy Van Benthysen cell 595-1252

Delivery Hours:

Middlebury: Mahady Courthouse, 7 Mahady Court, Middlebury, VT 05753. Chips to be delivered Monday through Friday 6:00AM to 12:30PM (2-3 day notice)

Pittsford: Police Academy, 317 Academy Road, Pittsford, VT 05763. Chips to be delivered Monday through Friday 6:00AM to 2:00PM (24 hour notice)

Trailers/Delivery: The delivery trailers used by the contractor shall be the size normally accepted in the wood chip transportation trade.

Middlebury: Delivery trailers used by the contractor shall be a self-unloading type; trailers will be unloaded by delivery personnel with all chips delivered into the State's storage facility. Chips to be delivered to a 30 ton underground storage bin located on the north side of the building via a live bottom trailer. Each delivery will require drops at both end of the bin. A key to the doors will be provided. All transportation expenses will be covered by the contractor.

Pittsford: Chips to be delivered to an underground storage bin located at the Police Academy next to a 100 foot red brick chimney at the main building via a live bottom trailer. The storage bin will not hold a full trailer load, only about 3/4 trailer loads. The augers in the top of the bin will need to be operating during the unloading process. A representative from the Maintenance Department is required when unloading the chips. All transportation expenses will be covered by the contractor.

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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.

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

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.

SCOPE: TO PROVIDE WOODCHIPS FOR THE MAHADY COURTHOUSE, MIDDLEBURY AND THE PITTSFORD POLICE STATION, PITTSFORD.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH THE OPTION TO RENEW FOR THREE (3) 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.

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

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

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	<b>Contract Status</b> Approved

**Phone #: 802-483-6550**

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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 INVOICES.

CHANGE ORDER #1: 7/29/2016

THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TILL AUGUST 31, 2017.

ALL 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.

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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.

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

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