

State of Vermont

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

CONTRACT



Vendor ID 0000349835
Limlaw Chipping & Land Clearing, Inc.
261 VT Route 25
West Topsham VT 05086
United States

| | |
|---|--|
| Contract ID 0000000000000000000030629 | Page 1 of 3 |
| Contract Dates 12/01/2015 to 11/30/2016 | Origin MIL |
| Description: MIL WOODCHIPS CAMP JOHNSON | Contract Maximum \$99,999.00 |
| Buyer Name Wortman,Linda | Buyer Phone 828-5684 |
| Contract Status Approved | |

Phone #: (802) 439-5995

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|------------------------|-----|------------|---------|---------|
| 1 | | WOODCHIPS CAMP JOHNSON | TON | 80.00000 | 0.00 | 0.00 |

QUANTITY: The estimated annual tonnage for this contract is 250 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:

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:
Betsy Flint:
Work phone #: 802-338-3302
e-mail: betsy.flint@vermont.gov
Mailing address:
State of Vermont Military Dept.
Camp Johnson
Colchester, VT 05446

Delivery Hours: Colchester: Camp Johnson, 789 Vermont National Guard Road, Building 6, Camp Johnson, VT 05446.
Chips to be delivered Monday through Friday 7:30AM to 4:00PM.

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

Colchester: Chips are to be delivered to the wood fuel storage building located across the drive from the heating plant bay. A live bottom trailer will be required. All transportation expenses will be covered by the contractor.

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.

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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 CAMP JOHNSON, COLCHESTER, VT.

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 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.
CONTRACT TERMS AND ADDITIONAL INFORMATION

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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.

CONTACT INFORMATION:
BRUCE LIMLAW
PHONE: 802-439-5995
FAX: 802-439-6770
EMAIL: limlawpulpwood@yahoo.com

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: _____