

CONTRACT



Supplier 0000334734
JWC Environmental LLC
2850 Red Hill Ave. STE-125
Santa Ana CA 92705
United States

Contract ID 000000000000000000000000031588		Page 1 of 4
Contract Dates 06/01/2016 to 05/31/2020		Origin CPS
Description: CPS-WASTE GRINDERS		Contract Maximum \$999,999.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
1		WASTE GRINDERS AND BRUSH KITS	EA	0.01000	0.00	0.00

SEE ATTACHED PRICE LIST, SERIAL NUMBER AND PARTS-BY-FACILITY LIST FOR GRINDER PART NUMBERS AND CONFIGURATIONS.
 PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO
 EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.
 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.
 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.

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 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

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Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217
Contract Status Approved	

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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.

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

SALES POC INFORMATION:

CHRIS BURT
 800-331-2277
 chrisb@jwce.com

AMENDMENT #1 (OCTOBER 2017). THIS CHANGE UPDATES PRICE LIST AND INCORPORATES A PARTS-BY-LOCATION INFORMATION SHEET INTO THE CONTRACT. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

AMENDMENT #2 (APRIL 2018) THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THE REBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO MAY 31, 2019 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. 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.

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.

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).

State of Vermont

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

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Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Ant
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AMENDMENT #3 (AUGUST 2018) THIS CHANGE ORDER IS ISSUED TO ADD ITEMS 13 AND 14 TO THE PRICE LIST AND INCORPORATES A SERIAL NUMBER INFORMATION SHEET INTO THE CONTRACT. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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.

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CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY, NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

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AMENDMENT#4 (APRIL 2019). THIS CHANGE ORDER EXERCISES THE SECOND (LAST) OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 05/31/2020 WITH A 3-4% INCREASE IN PRICING.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 15, 2017 IS 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.

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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).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
STATE COMMODITIES PROCUREMENT ADMINISTRATOR
PHONE: 802-828-2217

State of Vermont

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Office of Purchasing & Contracting
109 State St
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FAX: 802-828-2222
brian.berini@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: Christopher Cole

Name: _____

Commissioner
Buildings and General Services

Title: _____

Title: _____

Email: _____

Email: _____

PRICE LIST
WASTE GRINDERS
(MUFFIN MONSTERS)

April 22, 2019

Item#	PART #	Description	New Item Cost	Exchanged / Recondition Cost
1	30005-0018	30005-0018 Exchange (11 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)	\$ 20,168.95	\$ 11,465.50
2	30005-0008	30005-0008 Exchange (7 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)	\$ 14,651.00	\$ 8,633.50
3	30005-0024	30005-0024 Exchange (7 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)	\$ 22,363.00	\$ 13,001.00
4	AMA0160-1800-285-45	BRUSH KIT, AMA 1800-285 45DEG	\$ 804.22	NA
5	AMA0160-1800-285-35	BRUSH KIT, AMA 1800-285 35DEG	\$ 804.22	NA
6	AMA0160-2400-285-45	BRUSH KIT, AMA2400-285 45DEG	\$ 948.76	NA
7	A34010-0032-29	5HP TEXP 208V 184TC 1.15SF 60HZ 3PH, Assembly includes 29:1 reducer, Epoxy Green	\$ 4,337.97	NA
8	A34010-0055-29	5HP TEXP 208-230/460V 182TC 1.15SF S-E; Assembly includes 29:1 reducer, Epoxy Green	\$ 4,595.87	NA
9	A34010-0145-29	5HP TEFC 208-230/460V 1.15SF, Assembly includes 29:1 reducer, Epoxy Green	\$ 2,017.52	NA
10	A34010-0013-29	5HP TEXP 230/460V 184TC 1.0SF 60HZ 3PH; Assembly includes 29:1 reducer, Epoxy Green	\$ 4,503.84	NA
11	A34188-0024	EXT SHAFT ASSY, 2ft0in (to be assembled to motor/reducer), Epoxy Green	\$ 2,318.43	NA
12	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer), Epoxy Green	\$ 265.65	NA
13	E19-012-007	Operator Interface term. 2X20 VFD Char	\$ 905.22	NA
14	AMA0102-1801-2802	SGMT, SCR N 6MM 45RB1800	\$ 4,536.41	NA

FACILITY	GRINDER		GRINDER CONTROLLER		AUGER		AUGER CONTROLLER	
	MODEL #	SERIAL #	MODEL #	SERIAL #	MODEL #	SERIAL #	MODEL #	SERIAL #
Woodside:	30005-0008-DI	100589-1-1	PC2220	100589-2-1				
CRCF:	30005-0018-DI	101348-1-1	PC2220	101348-3-1				
NWSCF:	30005-0018 (lower section)	105310-2-1			AMA-1800-XE	105310-1-1		
	CNVJS-6125Y-29-182T (upper section)	CL0112079						
MVRFCF:	30005-0018	101898-1-1						
NERCF:		102741-1-1		102741-3-1		104636-1-1		104636-2-1
NSCF:		15212		14023		199910191099		14023
SSCF:	30005-24-DI-432	30526	PC2251	30527	AMA-2400-373	35025		

Muffin/Auger Monster Parts by Facility

Facility	Part Number	Description
NERCF	30005-0018	30005-0018 Exchange (11 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	A34010-0032-29	5HP TEXP 208V 184TC 1.15SF 60HZ 3PH, Assembly includes 29:1 reducer
	A34188-0024	EXT SHAFT ASSY, 2ft0in (to be assembled to motor/reducer)
	AMA0160-1800-285-45	BRUSH KIT, AMA 1800-285 45DEG
MVRCF	30005-0018	30005-0018 Exchange (11 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	A34010-0032-29	5hp TEXP 208V 184TC 1.15SF 60HZ 3PH, Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)
CRCF	30005-0018	30005-0018 Exchange (11 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	A34010-0032-29	5hp TEXP 208V 184TC 1.15SF 60HZ 3PH, Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)
Woodside Juvenile	30005-0008	30005-0008 Exchange (7 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	A34010-0032-29	5hp TEXP 208V 184TC 1.15SF 60HZ 3PH, Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)
NWSCF	30005-0018	30005-0018 Exchange (11 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	A34010-0055-29	5HP TEXP 208-230/460V 182TC 1.15SF S-E; Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)
	AMA0160-1800-285-35	BRUSH KIT, AMA 1800-285 35DEG
SSCF	30005-0024	30005-0024 Exchange (7 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	AMA0160-2400-285-45	BRUSH KIT, AMA2400-285 45DEG
	A34010--0145-29	5HP TEFC 208-230/460V 1.15SF, Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)
NSCF	30005-0024	30005-0024 Exchange (7 tooth cam cutters; 1:1 stack alloy steel; Buna N Elastomers; Motor type electric; less motor, reducer & spool)
	AMA0160-2400-285-45	BRUSH KIT, AMA2400-285 45DEG
	A34010-0013-29	5HP TEXP 230/460V 184TC 1.0SF 60HZ 3PH; Assembly includes 29:1 reducer
	A34013	SPOOL & COUPLING ASSY (to be assembled to motor/reducer)