

# State of Vermont

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

# CONTRACT



**Supplier 0000389021**  
**Tar River Trading Post, LLC**  
**385 Fleming Road**  
**Youngsville NC 27596**  
**USA**

<b>Contract ID</b> 000000000000000000040801		Page 1 of 2
<b>Contract Dates</b> 10/01/2020 to 09/30/2022		<b>Origin</b> CPS
<b>Description:</b> GREEN CONE FOOD WASTE DIGESTER		<b>Contract Maximum</b> \$50,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		GREEN CONE FOOD WASTE DIGESTER	UNT	0.01000	0.00	0.00

\$116.50 per unit 2020, min order is 1 full pallet of 30  
\$118.00 per unit 2021, min order is 1 full pallet of 30  
\$120.00 per unit 2022, min order is 1 full pallet of 30

**Includes:**

- \*Basket, Inner Cone, Outer Cone, Lid, hardware, Digester Powder & Shaker Jar
- \*Units are shipped unassembled with 30 pieces per stack
- \*Conference calls (pre- or post-) are available to staff to review setup and operations
- \* 1 year warranty, designed to last a decade or more
- \*Developed for one year round use, including cooler climates

- \$1.00 per Manual/User's guide (optional)
- \*28lb, 50% post consumer waste paper, black and white, 9pp, formatted PDF available
- \*No retail shipping boxes are included with bulk orders

**Estimated Shipping Charges to Vermont locations:**

- \$215 estimated per pallet average shipping cost (this will vary depending on zip code, accessibility, special delivery requests and number of pallets)
- \*LTL Truck Freight Shipping (commercial addresses only)
- \*560 lbs per pallet, CLASS 125, Dimensions: 48 x 40 x 56" Tall
- \* 4-12 business days for delivery, weather permitting
- \*\$30 freight insurance added to all palletized freight orders (not optional)
- \$75 Liftgate fee, if requested (optional)
- Recycled cardboard pallet protectors and shrink wrapped for added protection
- \*Fuel surcharges only apply if significant increases to diesel pricing occurs

- Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Tar River Trading Post, LLC DBA GreenConeUSA, with a principal place of business in Louisburg, NC, (hereinafter called "Contractor"). Contractor's form of business organization is LLC. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is commodities generally on the subject of Green Cone Food Waste Digester . Detailed requirements to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$50,000.00.
- Contract Term.** The period of contractor's performance shall begin on October 1, 2020 and end on September 30, 2022 with the option to renew for two additional twelve month periods.
- Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for

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convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. Attachments. This contract consists of 6 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**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: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. Line Item #1 Green Cone Food Waste Digester:
  - \$116.50 per unit 2020, min order is 1 full pallet of 30
  - \$118.00 per unit 2021, min order is 1 full pallet of 30
  - \$120.00 per unit 2022, min order is 1 full pallet of 30
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
  - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

<b>Reporting Period</b>	<b>Report Due</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
4. **DELIVERY:** Contractor shall provide all products F.O.B delivery to the ordering facility, with the shipping billed to State at actual cost with no markup to the State. Contractor shall seek and use the most competitively priced shipping option reasonably available to Contractor. Contractor may send the invoice for shipping to the State separate and subsequent from the invoice for product, but Contractor must include, with such invoice, the shipping company document

substantiating the actual shipping cost. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources. Contractor shall make best efforts to meet and prioritize orders from the State to the best of Contractor's ability. If Contractor becomes aware of circumstances that are likely to impair Contractor's ability to fulfill State orders, Contractor shall as promptly as possible notify State of the extent of and cause of the impairment.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
  - e. **For the Contractor:**

Name: Karl Warkomski  
Phone: 919-589-3618  
Email: TRTPLLC@GMAIL.COM

f. **For the State:**

Name: State of Vermont, Linda Wortman  
Address: 109 State Street, Montpelier, VT 05633-3001  
Phone: 802/828- 4658  
Fax: 802/828-2222  
Email: linda.wortman@vermont.gov

8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards. Invoicing for goods will be separate from the cost of shipping approximately 1-2 weeks after delivery. Shipping cost per ESTIMATED Shipping Charges to Vermont locations: Delivery \$215 estimated per pallet average shipping cost (this will vary depending on zip code, accessibility, special delivery requests and number of pallets)
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to: State Agency or Department user
6. Following complete delivery of the items and completion of the training (if applicable), each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**