STANDARD CONTRACT

1. Parties. This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter called “State”), and Welch, Holme & Clark Co., with a principal place of business in Newark, NJ, (hereinafter called “Contractor”). Contractor’s form of business organization is corporation. 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.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of vegetable oils, originally intended, but expired, for food purposes but compliant for use in a Bagela asphalt recycler for pavement patching. Detailed requirements to be provided by Contractor are described in Attachment A.

3. 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 $100,000.00.

4. Contract Term. The period of contractor’s performance shall begin on March 24, 2021 and end on March 23, 2022, with an option to renew for up to three additional twelve-month periods.

5. 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.

6. 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.

7. 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 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

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)
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:                                               By the Contractor: WELCH, HOLME & CLARK CO.

Date: ___________________________                                     Date: ___________________________
Signature: ______________________                                      Signature: ______________________
Name: ___________________________                                      Name: ___________________________
Title: ___________________________                                     Title: ___________________________
ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Vegetable oils, originally intended, but expired, for food purposes but compliant for use in a Bagela asphalt recycler for pavement patching.

   420# drums @ $0.52/ LB plus actual cost of delivery, but not to exceed $200.00 per pallet, to the ordering address; Contractor shall seek to keep delivery cost as low as practicable. An initial order of four drums shall be priced at $0.64/ LB, delivery included, to Zip Code 05001 (White River Junction, VT)

   Pricing in effect through and including December 31, 2021

   Price may be renegotiated for purchases as of and after January 1, 2022

   Availability of product is subject to change, and needs to be confirmed on a case-by-case basis at time of potential order

2. DELIVERY: Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.

3. 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.

4. DEFAULT: In case of default of the Contractor, the State may procure the materials or supplies from other sources.

5. 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:

   a. For the Contractor:
      
      Name: Annemarie Cash
      Phone: 973-465-1200 X 212
      Email: acash@whsales.com

   b. For the State:
      
      Name: Trevor R. Lewis, State Commodity Procurement Administrator
      Address: 109 State Street, Montpelier, VT 05633-3001
      Phone: 802/828-2217
      Fax: 802/828-2222
      Email: Trevor.R.Lewis@vermont.gov
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.

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:

   As specified by ordering agency at time of order

6. Following complete delivery of the items, 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 15 business days, invoice the State in accordance with the rates specified in Attachment A.

7. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
“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.