

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called “State”), and Asplundh Tree Expert LLC DBA Arborchem Products, with a principal place of business in Mechanicsburg, PA (hereinafter called “Contractor”). Contractor’s form of business organization is incorporated. 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 services generally on the subject of Supplier of Pesticides. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed 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.

4. **Contract Term.** The period of Contractor’s performance shall begin on August 17, 2023 and end on August 16, 2025. This contract can be extended for one (1) additional 24-month period with mutual agreement between both parties.

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 for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Todd Hagenbuch

Phone: 570-401-7098

Email: thagenbuch@arborchem.com

b. For the State:

Name: James Meyers, State Senior Purchasing Agent

Phone: 802-249-7275

Email: james.meyers@vermont.gov

9. **Attachments.** This contract consists of 5 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)

10. **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 Asplundh Tree Expert LLC DBA
Arborchem Products:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Pesticides for State of Vermont

1.1. Pesticides to be supplied:

- **Oust Extra** (EPA# 432-1557) (4 pound containers)
- **Rodeo** (EPA# 62719-324) (2.5 gallon containers)
- **Escort XP** (EPA# 432-1549) (1 pound containers)
- **Grounded** drift retardant (2.5 gallon containers)
- **Garlon 4 Ultra** (EPA# 62719-527) (2.5 gallon containers)
- **Garlon 3a** (EPA# 62719-37) (2.5 gallon containers)
- **Krenite S** (EPA# 42750-247) (2.5 gallon containers)
- **Round Up Custom** (EPA# 524-343) – (2.5 gallon container)
- **Polaris** (EPA# 228-534) (2.5 gallon containers)
 - **Pricing is inclusive of all fees and delivery costs.**

1.2. Delivery Locations.

1.2.a. District 3:

61 Valley View Suite #2
Mendon, VT 05701

1.2.b. District 4:

223 Beswick Drive
White River Junction, VT 05001

1.2.c. District 5:

189 Troy Avenue
Colchester, VT 05446

1.2.d. District 7:

1068 US Route 5, Suite 2
St. Johnsbury, VT 05819

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 or services 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
 - b. a current IRS Form W-9 (signed within the last six months).
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. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: brandon.garretto@vermont.gov.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - A. Pricing for the pesticides shall include all fees and delivery costs to the specified locations in Attachment A – Scope of Work, 1.2.**

Deliverable Description	Fixed Price per container
Oust Extra (EPA# 432-1557) (4 pound containers)	\$ 161.00
Escort XP (EPA# 432-1549) (1 pound containers)	\$ 76.00
Grounded drift retardant (2.5 gallon containers) Alt. is "CONTROL" rate is 2oz/100gal water Alt. is "CONTROL Drift Control" 32 oz container.	\$52.00
Garlon 4 Ultra (EPA#62719-527) (2.5 gallon containers)	\$ 205.50
Garlon 3a (EPA#62719-37) (2.5 gallon containers)	\$ 182.50
Krenite S (EPA#62750-247) (2.5 gallon containers)	\$ 312.50
Round Up ATU (EPA# 524-343) (2.5 gallon containers)	\$ 106.25
Polaris (EPA# 228-534) (2.5 gallon containers)	\$ 187.50

- B. This contract can be extended up to one (1) additional 24-month period with mutual agreement between both parties at a rate not to exceed ___%**

**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>.