

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Sandri Energy, LLC, with a principal place of business in Greenfield, MA (the "Contractor") that the contract between them originally dated as of September 1, 2020, Contract #40568, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$130,000.00 to \$200,000.00, representing an increase of \$70,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from August 31, 2022 to August 31, 2023.
- III. **Attachment A, Statement of Work.** Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth below:

Line Item	Product	Location	Price per Ton
1	Wood Pellets	Barre	\$270.00
2	Wood Pellets	Westminster	\$270.00
3	Wood Pellets	Middlesex	\$270.00

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SANDRI ENERGY, LLC

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
Title: General Services

Name: _____

Title: _____

Date: _____

Date: _____

State of Vermont

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

CONTRACT



Supplier 0000330448
Sandri Energy LLC
400 Chapman Street
Greenfield MA 01301
United States

Contract ID 000000000000000000040568	Page 1 of 3
Contract Dates 09/01/2020 to 08/31/2022	Origin CP
Description: WOOD PELLETS	Contract Maximum \$130,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PREMIUM WOOD PELLETS - BARRE	TON	240.00000	0.00	0.00

FF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$240.00/PER TON
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$240.000/PER TON
PRICING INCLUDES DELIVERY

BARRE DELIVERY ADDRESS:

BARRE DISTRICT COURT HOUSE
255 N. MAIN ST
BARRE, VT 05641

DIRECTIONS: GET OFF 1-89 AT EXIT 7. COME DOWN RT 62 TO BARRE. HEAD EAST ON 302 TO WEST ST. MAKE DELIVERY. CONTINUE NORTH ON WEST ST TO SUMMER ST. WEST ON SUMMER ST TO RT .14. RIGHT ON 14, CONTINUE TO RT 62.

THE SILO IS LOCATED BETWEEN THE COURT HOUSE AND MERCHANT STREET. MERCHANT STREET IS ONE WAY. THE SILO IS ON THE SIDE OF THE BUILDING FACING DUNKIN DONUTS, RIGHT OUTSIDE THE MECHANICAL ROOM DOOR.

SILO CAN HOLD APPROXIMATELY 40 TONS OF PELLETS

SILO: ABOUT 22' TALL BUT IS SITUATED ON A SLAB ABOUT 5' ABOVE STREET LEVEL (27' TALL OVERALL)

ESTIMATED YEARLY CONSUMPTION IS 170 TONS

DELIVERY OF PELLETS WOULD OCCUR BEFORE 7:20 AM OR AFTER 6:00 PM, MONDAY - FRIDAY. DELIVERY ON WEEKENDS CAN BE MADE AT ANY TIME.

POINT OF CONTACT:
STEVE BULLARD
PHONE: 802-479-4290
WADE FRANKLIN
802-274-2032

NVOICES TO:
BGS
BARB WATSON
2 AIKEN AVE
MONTPELIER, VT 05633-5801

2		PREMIUM WOOD PELLETS - WESTMINSTER	TON	230.00000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$230.00/PER TON
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$230.00/PER TON
PRICING INCLUDES DELIVERY

DELIVERY ADDRESS:

WESTMINSTER DPS FACILITY
1330 WESTMINSTER HEIGHTS ROAD
WESTMINSTER, VERMONT

1 SILO - ABOVE GROUND - HOLDS 25-30 TONS

ANNUAL USAGE: 25 TONS (1 DELIVERY)

State of Vermont

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

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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SILO: 26' TALL AND SITS AT THE SAME LEVEL AS THE PARKING LOT WHERE DELIVERY IS MADE

CONTACT:
SAM CARPENTER
TEL: 802-885-9748
EMAIL: SAM.CARPENTER@VERMONT.GOV

INVOICED TO:
STATE OF VERMONT
DEPARTMENT OF BUILDINGS & GENERAL SERVICES
702 CHARLESTOWN ROAD
SPRINGFIELD, VT 05156

3		PREMIUM WOOD PELLETS - MIDDLESEX	TON	240.00000	0.00	0.00
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OFF SEASON DELIVERY DATES APRIL 1 - AUGUST 31: \$240.00/PER TON
HEATING SEASON DELIVERY DATES SEPTEMBER 1 - MARCH 31: \$240.00/PER TON
PRICING INCLUDES DELIVERY

MIDDLESEX DELIVERY ADDRESS: 1078 US ROUTE 2, MIDDLESEX VT 05602

THE SILO IS LOCATED IN THE REAR OF BUILDING

THE SILO CAN HOLD: 42 TONS

SILO SIZE: 12' DIAMETER, 28; HIGH WITH 45 DEGREE HOPPER BOTTOM AND 30 DEGREE ROOF

ESTIMATED YEARLY CONSUMPTION - 120 TONS

DELIVERERY OF PELLETS WOULD OCCUR ON MONDAY - FRIDAY BETWEEN 8:00 AM AND 2:00 PM.

POINT OF CONTACT:
David Pike @ david.pike@vermont.gov
802-241-6547
David Jennison @ david.jennison@vermont.gov
802-241-6545

INVOICES TO:
BGS
BARB WATSON
2 AIKEN AVE
MONTPELIER, VT 05633-5801

1. Parties. This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Sandri Energy, LLC, with a principal place of business in Greenfield, MA, (hereinafter called "Contractor"). Contractor's form of business organization is limited liability. 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 providing wood pellets. 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 \$130,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2020 and end on August 31, 2022 with the option to renew for two additional one year terms.

State of Vermont

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

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Supplier 0000330448
Sandri Energy LLC
400 Chapman Street
Greenfield MA 01301
United States

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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 7 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: Jennifer Fitch

Name: _____

Acting Commissioner

Title: _____

Title: _____

Buildings & General Services

Email: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items #1 Wood Pellets Barre \$240.00/Per Ton
 Line Item #2 Wood Pellets Westminster \$230.00/Per Ton
 Line Item #3 Wood Pellets Middlesex \$240.00/Per Ton

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:

Reporting Period	Report Due
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:** 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.

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 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.
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: Jeff Kocsis
Phone: 413-325-5030
Email: jkocsis@sandri.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

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: Barre Courthouse and Middlesex complex: BGS, Barb Watson, 2 Aiken Ave, Montpelier, VT 05633-5801 or barbara.watson@vermont.gov. Westminster: State of Vermont, BGS, 702 Charlestown, Rd, Springfield, VT 05156
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 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>.