

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Claude Riendeau, with a principal place of business in Orleans, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is sole proprietor. 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 firewood for Northern State Correctional Facility (NSCF). 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 \$250,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on February 1, 2023 and end on January 31, 2025 with an option to renew for up to two 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 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 D (if applicable)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) 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 M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Firewood delivered to the Northern State Correctional Facility (NSCF)
 - a. Price: \$300.00 per cord.
 - b. Quantity: 200 – 400 cords annually.
 - c. Length: 24 inches.
 - d. Maximum Diameter: Not to exceed 10 inches.
 - e. Maximum Chunk Weight: Not to exceed 50 pounds.
 - f. Species: Hardwoods – beech (sugar or soft), maple, ash, cherry, white ash, black cherry, hophonbeam, yellow birch. No softwoods, no poplar, no waste lumber, no treated wood or painted wood.
 - g. Condition: Green wood. The vendor may provide seasoned wood (dry) of similar species, in exchange for green wood to meet the quantity and timelines of this RFP; at no additional expense to the state.
 - h. Criminal Background Check: All vendors and staff who will be entering a correctional facility to provide services included in this RFP, will be required to sign releases authorizing the Vermont Department of Corrections to conduct a check of any criminal record convictions as part of a security screening process. Working within a DOC facility is contingent on the results of the screening process.
 - i. Delivery Requirements:
 - i. Northern State Correctional Facility, 2559 Glen Road, Newport, VT
 - ii. Annual delivery of firewood shall begin as soon as practicable in the Spring with the desired quantity delivered in full by June 1st. Wood is to be delivered to the designated area at the contractor's expense in loads of 2-5 cords. Supplier is to unload wood without assistance unless otherwise agreed to. Do not deliver wood in the dark. Deliver wood between 8:00 AM and 4:00 PM Monday through Friday. Weekend deliveries may be accepted upon advanced mutual agreement between vendor and end user. Delivery dates and times are to be cleared with the Chief of Security, Assistant Superintendent, Superintendent, Work Crew Supervisor or the Facility Assistant Supervisor.

Contractor at time of delivery will provide a delivery receipt to the Work Crew Supervisor indicating the following: Suppliers Name (Company X), Driver's Name, Quantity Delivered, Cost of Product, Date and Time.
 - j. Delivery Performance Measures: Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's contract. The acceptable quality level for on time delivery will be 99%; the customer will report any deliveries that do not meet the contractor's

promised delivery date to the Office of Purchasing and Contracting. Contractor's delivery performance will be reviewed in periodic contract review meetings between the state of Vermont and the contractor

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: Claude Riendeau
Phone: 802-673-4282
Email: jenna.desjardins@yahoo.com

f. **For the State:**

Name: Kyle Emerson, State Purchasing Agent
Address: 133 State Street, Montpelier, VT 05633-8000
Phone: 802-249-7394
Email: kyle.emerson@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:

NSCF
ATTN: Robin Castonguay
2559 Glen Road
Newport VT 05855
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>.