

Request for Quote (RFQ)

Supply and Delivery of Heat Treated, Dry Firewood

to

Various Vermont State Parks

June 2011

State of Vermont
Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
103 South Main Street, 10 South
Waterbury, Vermont 05671

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FIREWOOD COMPLIANCE AGREEMENT CERTIFICATE FROM THE VERMONT AGENCY OF AGRICULTURE PLANT INDUSTRY SECTION.

FIREWOOD PRODUCER TREATMENT CERTIFICATION

**INVITATION TO SUBMIT QUOTE
DEPARTMENT OF FORESTS, PARKS AND RECREATION
STATE OF VERMONT**

Qualified vendors are invited to bid on supply and delivery of heat treated, dry firewood to various Vermont State Parks.

Sealed Bids will be received by the Department of Forests, Parks and Recreation until **Thursday, July 7, 2011 at 2:00 PM** at 103 South Main Street, Building 10 South, Waterbury, VT 05671-0601. Faxed or e-mailed proposals will not be accepted.

Attached with this invitation are the bid documents.

Bidder's attention is drawn to the following;

- 1. Requirements for heat treatment of the firewood.**
- 2. Certification requirements**

Questions concerning this Request for Quote should be directed to Frank Spaulding, Parks Projects Coordinator who may be contacted at frank.spaulding@state.vt.us or 802-241-3660.

Sincerely,
MICHAEL C. SNYDER
COMMISSIONER

INSTRUCTIONS FOR FIRMS SUBMITTING PROPOSALS

1. Read all provided materials carefully.
2. Complete all items on both pages of bid form.
3. Submission requirements:
 - a) Submit **one (1) hard copy** of included 2-page bid proposal in a sealed envelope (mark envelope **“FIREWOOD BID PROPOSAL”**) by **Thursday, July 7, 2011 at 2:00 PM** to the Department of Forests, Parks and Recreation, 103 South Main Street, Building 10 South, Waterbury, VT 05671-0601. **Include both pages of the bid proposal**

FIREWOOD BID PROPOSAL
Supply and Delivery of Heat Treated, Dry Firewood
to Various Vermont State Parks

TO: STATE OF VERMONT
Department Forests, Parks and Recreation
103 South Main Street, Building 10 South
Waterbury, Vermont 05671-0601

DATE: _____

Ladies and Gentlemen:

The undersigned proposes to provide heat treated, dry firewood, as indicated on the attached bid form. These services shall be provided in accordance with the requirements of this Request for Quote and its attachments prepared by the Department of Forests, Parks and Recreation, dated June 2011.

Park Name, Town	Price per cord
Wilgus State Park, Weathersfield	_____
Gifford Woods State Park, Killington	_____
Quechee State Park, Hartford	_____
Silver Lake State Park, Barnard	_____
Button Bay State Park, Ferrisburgh	_____
DAR State Park, Addison	_____
Grand Isle State Park, Grand Isle	_____
Underhill State Park, Underhill	_____

Vendor's Firewood Compliance Agreement Certificate # _____

Bid Proposal continued on next page

The undersigned certifies that they are familiar with the contents of this Proposal and accept the restrictions and conditions as those under which the work will be done.

Basis of award shall be as specified in the request for proposal.

The undersigned acknowledges the right of the Owner to accept or reject any or all Proposals, or to waive any informalities in the bidding.

The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions to Bidders."
3. To enter into and execute a contract, if awarded on the basis of this proposal within ten (10) calendar days of notification of award.

The undersigned acknowledges receipt of the following Addenda (if any) :

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Corporate Seal
(If Bidder is
a Corporation)

FIRM NAME: _____

ADDRESS: _____

STATE OF CORPORATION: _____

SIGNATURE: _____

PRINT OR TYPE NAME: _____

TITLE: _____

TELEPHONE NO.: _____

FAX NO: _____

E-MAIL ADDRESS: _____

NOTE: If Bidder is a Partnership, give full names of all Partners.

END OF PROPOSAL

BACKGROUND

Vermont State Parks sells camp firewood to park visitors. In an effort to stem the potential introduction of invasive pests in transported firewood, Vermont State Parks will at times quarantine transported firewood and exchange with an equal amount of dry firewood.

In an effort to provide high quality firewood and also to prevent the introduction of invasive species, State Parks intends to contract the purchase of dry, heat-treated firewood, for certain high demand parks during the season.

CONTRACT PERIOD:

Contracts arising from this request for proposal will be for a period of 12 months with an option to renew for 2 additional 12 month periods. Proposed start date will be July 15, 2011.

SCOPE OF SERVICES

Scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFQ.

Cord is defined as defined in Vermont Statute Title 9; Chapter 73; § 2651; The term "cord" means the amount of wood that is contained in a space of 128 cubic feet when the wood is ranked and well stowed.

The selected vendor(s) will supply dried, heat treated firewood meeting the following requirements.

Wood shall be a mix of hardwood species
Wood shall be reasonably free from rot and decay
Wood shall be cut to a length no longer than 16 inches
Wood shall be split to a maximum diameter of 6 inches
Wood shall be dried to 25 % moisture content or less

HEAT TREATMENT AND CERTIFICATION

All delivered firewood SHALL be heat treated, using kiln-drying techniques, to achieve a minimum core temperature of 71° Centigrade (160° Fahrenheit), for a minimum of 75 minutes.

Vendor shall have an out of state firewood compliance agreement certificate from the Vermont Agency of Agriculture Plant Industry Section.
(Sample Attached)

Each delivery shall be accompanied by firewood producer treatment certification.
(Sample Attached)

DELIVERY

Delivery shall be requested by Park regional contact, and delivery shall be made within 10 days from request.

Delivery will be to the front of the woodshed and will be made at a time and in a manner that will keep park visitors safe and prevent damage to the park structures. Delay in delivery, damage to park structures and unsafe practices during delivery may result in termination of contract and in the case of damage, recovery by the state of costs for repair.

SCHEDULE AND ESTIMATED VOLUMES

Beginning late July deliveries may be called in to the following locations. The denoted volumes are estimates and not a guaranteed order. One time delivery means the park will take the delivery of the entire volume within a short time frame, such as one week. Deliveries can be made with multiple trips. Multiple delivery means that the delivery times are more spaced.

Wilgus State Park, Weathersfield	7 cord	one time delivery
Gifford Woods State Park, Killington	7 cord	one time delivery
Quechee State Park	20 cord	multiple delivery
Silver Lake State Park, Barnard	7 cord	one time delivery
Button Bay State Park, Ferrisburgh	7 cord	one time delivery
DAR State Park, Addison	7 cord	one time delivery
Grand Isle State Park, Grand Isle	15 cord	multiple delivery
Underhill State Park, Underhill	5 cord	one time delivery

PAYMENT STRUCTURE

Payment will be made on a per cord per delivery basis. Per cord costs will include ALL fees associated with the production and delivery of the product, including all fuel costs.

BASIS OF CONTRACT AWARD

Contract will be awarded based on cost per cord.

The State reserves the right to award single or multiple contracts whichever is in the best interest of the State.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

State of Vermont – Attachment C_ 01/10/11

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months.

If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.)

Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.

(End of Standard Provisions)

Vermont Agency of Agriculture, Food and Markets,
Plant Industry Section
103 South Main Street, Laboratories Building
Waterbury VT 05671-0101
(802) 241-3544

OUT-OF-STATE FIREWOOD COMPLIANCE AGREEMENT

Compliance Agreement No. **VTFW 10-000X**

1. Treating Establishment Name and Address

2. Facility Location

3. Regulated Articles

Firewood (Packaged and/or bulk)

4. Applicable State Rule(s) or Quarantine(s)

6 NYCRR Part 192.5 (New York State Firewood Quarantine)

5. I/We agree to:

Handle, process and/or move regulated articles in accordance with the provisions of applicable rules or quarantines;

Use all permits and/or certificates in accordance with instructions;

Maintain and produce for inspection all records as may be required; and

Carry out any additional conditions, treatments, precautions, and sanitary measures which may be required by the inspector with the following stipulations as attached:

(Attachments? *New York Standards included below*)

6. I/we understand that failure to comply with the terms of this agreement may result in revocation of this agreement and/or other remedies allowed at 6 VSA, Chapters 1 and 84.

Signed

Title

Dated

The affixing of the signatures below validates this compliance agreement, which shall remain in effect until cancelled, revoked for noncompliance, or revised with consent of all signatory parties.

Timothy F. Schmalz, State Plant Pathologist

Agency of Agriculture Official (name/title)

Signed

Dated

New York Standards for firewood treatment and labeling:

(1) Firewood may be labeled "New York Approved - Treated Firewood/Pest Free" if accompanied by a firewood producer's certification that it was heat treated to achieve a minimum core temperature of 71° C (160 ° F) for a minimum of 75 minutes. Such treatment may employ kiln-drying or other heat treatments approved by the Agency that achieve this specification through use of steam, hot water, dry heat, or other methods.

(2) A firewood producer's certification shall indicate the producer's name, legal address, and the village, town, or city of the business on a label, bill of sale or lading, purchase receipt or invoice accompanying the firewood.

(3) Producers of "New York (or other applicable State) Approved - Treated Firewood/Pest Free" firewood shall maintain, for at least one year from the date of treatment, records documenting the treatment method(s) and volume(s) of firewood treated, and shall allow Agency officials to inspect such records and the treatment facilities upon request.

Firewood producer treatment certification

Producer's name: _____

Business address: _____

Physical location of facility: _____

The firewood in this consignment is producer certified as New York-Approved Treated Firewood/Pest Free, as specified at 6 NYCRR Part 192.5, and under Vermont Agency of Agriculture Out-Of-State Firewood Compliance Agreement Number _____

This firewood has been heat treated, using kiln-drying techniques, to achieve a minimum core temperature of 71° Centigrade (160° Fahrenheit), for a minimum of 75 minutes.

Additionally, records documenting this treatment are maintained at the production facility, including volume treated and treatment method(s), and are available for inspection upon prior arrangement.

Signed

Printed Name

Dated

Associated Invoice/BOL/Shipment Number(s)