

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 10/04/17**Expiration Date:** 10/31/20**Master Agreement Description:** Birch Hardwood for MSP Industries**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Melissa Gallace 207-273-5336 ext. melissa.j.gallace@maine.gov

**Requestor Information**

Melissa Gallace 207-273-5336 ext. melissa.j.gallace@maine.gov

**Authorized Departments**03A CORRECTIONS  
03B ME STATE PRISON**Vendor Information****Vendor Line #: 1****Vendor ID**

VC1000076058

**Vendor Name**

REX LUMBER CO

**Alias/DBA****Vendor Address Information**

840 Main St

Acton, MA 01720

US

**Vendor Contact Information**

CRAIG FORESTER

800-343-0567 ext.

governmentbidsma@rexlumber.com

**Payment Discount Terms**

<b>Discount 1:</b>	1.0000 %	<b>10 Days</b>
<b>Discount 2:</b>	%	<b>0 Days</b>
<b>Discount 3:</b>	%	<b>0 Days</b>
<b>Discount 4:</b>	%	<b>0 Days</b>

**Commodity Information****Vendor Line #:** 1**Vendor Name:** REX LUMBER CO**Commodity Line #:** 1**Commodity Code:** 54023**Commodity Description:** Birch Hardwood**Commodity Specifications:** As per the specifications attached and made part of this Master Agreement

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
14	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Rex	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	10/04/17	10/31/20

# **TERMS & CONDITIONS**

## **MA 171004-042**

**COMMODITY ITEM:** Hardwood for MSP Industries – Natural Birch

**CONTRACT PERIOD:** Through October 3, 2018. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. **Second extension through October 31, 2020**

**CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Craig Forester **Tel:** 978-263-0055, **Email:** [craigf@rexlumber.com](mailto:craigf@rexlumber.com)

**EXTENSION OF CONTRACT:** The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**PRICES:** Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**QUANTITIES:** It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

**ORDERING PROCEDURE:** Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

**DELIVERY:** The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

**INVOICE PAYMENT:** Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

## **DOC Delivery Requirements -**

- 1) The DOC requires minimally day before confirmation call on all deliveries.
- 2) Delivery Orders (DO) cannot be for an amount larger than the requested order amounts.

Example:

The DOC submits an order for 8,000 board feet (bdft), the vendor cannot send more than the requested 8,000 bdft. Just below the requested amount is fine. But, not over the requested amount.

7,999 bdft is acceptable

8,001 bdft is not. The additional bdft will be rejected and cannot be invoiced.

**NOTE:** The product specifications below include an estimated annual purchase amount. These are just estimates, the actual amount purchased may be more or less than these figures. These amounts will not be ordered in one time orders, they will be spread out over the course of the year in smaller orders.

## **PRODUCT SPECIFICATIONS LUMBER**

**4/4 Natural Birch Lumber:** #1 common or better, kiln dried with moisture content of 6-8%, 4" and up in widths to no longer than 10' board lengths. Lumber shall be delivered rough with no planed surfaces and at least 1" or better in thickness for delivery. Each lift will be banded and wrapped for protection.

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
1321002-2018 PRICE	REX LUMBER CO	4/4 Natural Birch 4 inch and Wider Widths 2018 Price	2018 Price Min No. 1 common KD, min 1 in rough thick, 4 in width or wider, max 10 ft length, rough, no planed surfaces	BDFT	\$1.34	14
1321002	REX LUMBER CO	4/4 Natural Birch 4 inch and Wider Widths	<b>Price for orders after October 4, 2019.</b> 1Min No. 1 common KD, min 1 in rough thick, 4 in width or wider, max 10 ft length, rough, no planed surfaces	BDFT	\$1.33	14

Bureau of Business Management – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

Contract Number  
MA 171004\*042

Tel. (207) 624-7340  
Fax.# (207) 287-6578

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Birch Hardwood

**Contractor:** REX LUMBER CO

**Contract Period Extended To:** 10/31/20

**New Lower Pricing:** \$ 1.33 / bf

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 171004\*042 through Oct. 31, 2020 with all terms, conditions remaining as shown in the original contract.

**Quarterly Report:** The Division of Purchases requires a quarterly report of sales be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

By: (Print Name) Craig Forester, president

By: (Signature) C SF

E-mail Address: craigf@rexlumber.com

Date: 9/26/19

Dollar value the State has spent on this contract from 10/04/18 to present: \$ 30,313.48

Bureau of Business Management – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

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MA 171004\*042

Tel. (207) 624-7340  
Fax.# (207) 287-6578

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Birch Hardwood

**Contractor:** REX LUMBER CO

**Contract Period Extended To:** 10/03/19

**New Lower Pricing:** 1.34 / bf

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 171004\*042 through Oct. 3, 2019 with all terms, conditions remaining as shown in the original contract.

**Quarterly Report:** The Division of Purchases requires a quarterly report of sales be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**By: (Print Name)** Craig Forester

**By: (Signature)** [Signature]

**E-mail Address:** craigf@rexlumber.com

**Date:** 9/16/18

**Dollar value the State has spent on this contract from 10/04/17 to present:** \$ 32,755.00