

# State of Vermont

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

# CONTRACT



**Supplier 0000372923**  
**Cousineau Forest Products**  
**PO Box 2130**  
**Henniker NH 03242**  
**USA**

<b>Contract ID</b> 000000000000000000040807		<b>Page</b> 1 of 2
<b>Contract Dates</b> 10/01/2020 to 09/30/2022		<b>Origin</b> CP
<b>Description:</b> WOOD CHIPS NEWPORT		<b>Contract Maximum</b> \$70,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Wood Chips - Screened Hardwood Chips	TON	60.00000	0.00	0.00
2		Wood Chips - Bole Chips	TON	54.00000	0.00	0.00

1. Parties. This is a contract is between the State of Vermont, Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and Cousineau Forest Products, Inc, with a principal place of business in Henniker, NH, (hereinafter called "Contractor"). Contractor's form of business organization is limited liability company. 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 chips for the Newport Office Building. 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 \$70,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 1, 2020 and end on September 30, 2020 with the option to renew for 2 additional 12 months 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 C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

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**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 - Buildings and  
Title: \_\_\_\_\_ General Services \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Item #1: Screened HW Mill Chips \$60.00/ton  
Line Item #2: Bole Chips \$54.00
2. Contractor shall provide chips which conform to moisture content requirements and are free of dirt, rocks, twigs, sticks and sawdust. All chips should fit through a 1 1/2 inch screen. Unacceptable chips will be rejected by the state and replaced by the contractor at no cost to the state.
  - Screened hardwood mill chips: Woodchips shall be selected hardwood species, no poplar, basswood, willow or softwood will be considered. Chips shall be chipped from bole logs, or slabs, with or without bark, with a rotary chipper, screened to 1-1/2", and over sized chips re-chipped. Chips shall not contain any tops, sticks, branches, or leaves.
  - Hardwood bole chips: Woodchips shall be selected hardwood species, no poplar, basswood, willow or softwood will be considered. Chips shall be chipped from bole logs with a rotary chipper, typically at the log landing, and are not screened. Chips may contain some larger pieces that pass through the chipper but should not contain any tops, sticks, branches, or leaves.
3. Contractor shall provide chips with 40% moisture content +/- 5%. The Vermont Department of Buildings and General Services personnel will also check the moisture content using the following procedure: two samples from each delivery van will be weighed before and after complete drying in a microwave oven.
4. Contractor shall provide all transportation charges fully prepaid to the delivery location, and will be based upon the delivery slips, and adjusted for moisture content if the actual is less than 25% or more than 45%. For example a 23 ton load at 55% moisture will be billed at 20.7 tons ( $45\% - 55\% = 10\%$   $23 \times 10\% = 2.3$   $23 - 2.3 = 20.7$ ).
5. Chips shall be delivered to the designated area at the contractor's expense between the hours listed and will be unloaded by the contractor via self unloading live bottom trailer. Deliveries will be requested **approximately one (1) week in advance of need**. Delivery date and time should be cleared with the contacts listed. Deliveries will be made upon the request of our heating plan supervisor or his designee.
  - 5.1. Delivery Hours:
    - 5.1.1. Emery Hebard State Office Building, 100 Main ST, Newport, VT between 9 PM and 7AM Monday – Friday.
6. Contacts:
  - 6.1. Newport: Roy Wright (802)334-4377, Gary Champney (802) 334-3347 , or Al Simard (802)535-4548
7. Newport: Vendor shall provide chips delivered via live bottom trailer to the storage bunker. The load may require offloading approximately half the load to one half of the bin, then repositioning the truck to finish offloading. Driver is responsible to clean up any chips that come off the truck outside the building. Deliveries shall be made upon the request of Roy Wright at 334-4377.
8. Contractor shall provide scale slips with each load, each slip shall show the gross weight of the truck, trailer and chips in addition to the tare weight of the empty truck and trailer. If scales are not available then the load will be estimated based on the previous 5 deliveries. In lieu of tare weights for each load the State will accept a schedule of trucks and trailer tare weights at the beginning of each heating season.
9. All loads shall be weighed in accordance with 9 VSA (Vermont Statues Annotated) Chapter 73 and 2744. NO split weighing shall be allowed. Contractor must provide a truck weight slip for each truckload of wood chips delivered and the slip numbers must appear on the invoice. All weight tickets shall be mechanically or electronically printed. Hand written weight tickets will not be accepted, and loads with hand-written tickets shall be rejected. Payment shall not be made for that portion of any load exceeding the legal maximum registered gross weight of the delivering vehicle. All such material shall be deposited along with the balance

of the load at the appropriate State facility under the terms of these specifications. Repeated violations can be the subject for disqualification of the supplier, hauler, or both.

10. Anticipated storage capacity as follows: The bin holds up to 40 tons
11. The contractor shall make provisions to be able to deliver the specified wood chips at anytime during the heating season, and to that end should have a source of wood available during times when the back roads are posted with weight restrictions.
12. If the contractor fails to deliver a load of chips within the time requested, for any reason (equipment malfunction, roads unsuitable for hauling) the State reserves the right to obtain chips from any supplier who can deliver. If the contractor is not going to be able to make a delivery it would be desirable to notify the contact person as soon as possible so other arrangement can be made.
13. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain 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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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: JimDonnelley  
Phone: (603)428-7155 or 603-219-5356  
Email: [jim@cousineaus.com](mailto:jim@cousineaus.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: [Barbara.watson@vermont.gov](mailto:Barbara.watson@vermont.gov) or Department of Buildings and General Services, Barb Watson, 4 Aiken Ave., Montpelier, VT 05633-5801
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.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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>.**