

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Cousineau Valley Chipping dba Cousineau Forest Products Inc., with a principal place of business in Henniker, NH, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. 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 wood chips. 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 \$1,500,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on October 1, 2023 and end on September 30, 2025 with an option to renew for two twelve-month terms upon mutual agreement of both parties.

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 10 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 M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Locations and Pricing

Location	Address	Wood Chip Type	Price per Ton Delivered
Berlin	Berlin State Hospital, 350 Fisher Rd., Berlin	Hardwood Bole Chips	\$74.00
Montpelier	Montpelier District Heat Plant, 122 State St., Montpelier	Mixed Bole Chips	\$71.00
Waterbury	Waterbury State Office Complex, 280 State Dr., Waterbury	Hardwood Bole Chips	\$74.00

2. Wood Chips Requirements

2.1. Materials

2.1.1. Chips shall be provided 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.

2.2. Screened Hardwood Mill Chips

2.2.1. 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 oversized chips re-chipped. Chips shall not contain any tops, sticks, branches, or leaves.

2.3. Hardwood Bole Chips

2.3.1. 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.

2.4. Hardwood Whole Tree Chips

2.4.1. Woodchips shall be selected hardwood species, no poplar, basswood, willow or softwood will be considered. Whole tree chips shall be chipped from the entire stem of the tree with a rotary chipper. Chips may contain some tops, sticks, branches and/or leaves.

2.5. Mixed Bole Chips

2.5.1. Woodchips shall be selected hardwood species, no poplar, willow or basswood. Loads may contain up to 20% softwood chips from large diameter (>20") logs. 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 may pass through the chipper but should not contain any tops, sticks, branches, or leaves.

2.6. Moisture Content

2.6.1. The price quoted shall be based on net tons at 40% moisture content +/- 5%. The Vermont Department of Buildings and General Services personnel will also check the moisture content using the following procedure; samples shall be weighed before and after complete drying in a microwave oven. Shipments shall be subject to sampling by the State, at its discretion, to confirm conformance with moisture content requirements.

3. Location Details

3.1. Berlin

3.1.1. Chip Quality

3.1.1.1. The Vermont Psychiatric Care Hospital uses hardwood bole chips.

3.1.2. Delivery Details

3.1.2.1. Address – Berlin State Hospital, 350 Fisher Rd., Berlin

3.1.2.2. Contact – Adam Parry (802) 505-1349, Jonathan Rutledge (802) 522-6603

3.1.2.3. 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.

3.1.2.4. Hours – 24 hours a day, 7 days a week.

3.1.2.5. Chips are to be delivered via live bottom trailer to the storage bunker. The load will require offloading approximately half the load through one roll up door, then repositioning the truck to the second door to finish offloading. Driver is responsible to clean up any chips that come off the truck outside the building.

3.1.2.6. Storage Capacity – 1.25 truckloads

3.1.2.7. Annual Volume – 500 tons

3.2. Montpelier

3.2.1. Chip quality

3.2.1.1. The Montpelier District Heat Plant uses mixed bole chips.

3.2.2. Delivery Details

3.2.2.1. Address - Montpelier District Heat Plant, 122 State St., Montpelier

3.2.2.2. Contact - Dan McLoughlin (802) 522-4503, David Latoundji (802) 828- 3308 or Jonathan Rutledge (802) 828-3312.

3.2.2.3. 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.

3.2.2.4. Hours – 5:00pm – 7:00am, or anytime on State Holidays

3.2.2.5. Chips are to 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 at the end of a walking floor at the fuel receiving bay. The floor will be started by state personnel; the driver will then start the off-loading process. After off-loading the driver will pull ahead to clear the chips on the floor, but shall remain within the building to clean off the truck and wheels. Driver is responsible to clean up any chips that come off the truck outside the building.

3.2.3.Storage Capacity – 12-13 truckloads

3.2.4.Annual Volume – 7,500 tons

3.3. Waterbury

3.3.1.Chip Quality

3.3.1.1. The Waterbury State Office Complex Heat Plant uses hardwood bole chips.

3.3.2.Delivery Details

3.3.2.1. Address – Waterbury State Office Complex, 280 State Dr., Waterbury

3.3.2.2. Contact – John Jones (802) 241-6554 OR David Jennison (802) 241-6545

3.3.2.3. 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.

3.3.2.4. Hours – 24 hours a day, 7 days a week

3.3.2.5. Contractor shall provide chips delivered via live bottom trailer to the storage bunker, truck will back up along a bridge that spans the bunker, and unload into the bunker. Driver is responsible to clean up any chips that come off the truck outside the building.

3.3.3.Storage Capacity – 3.5 truckloads

3.3.4.Annual Volume – 2,200 tons

4. Delivery

4.1. Chips shall be delivered to the designated area at the contractor's expense between the hours listed and will be unloaded by the contractor.

4.2. Trailers: The delivery trailers used by the contractor shall be the size normally accepted in the wood chip transportation trade. Delivery trailers used by the contractor shall be a self-unloading type. Trailers will be unloaded by delivery personnel with all chips delivered into the state's storage facility.

4.3. The contractor shall make provisions to be able to deliver the specified wood chips at any time 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.

5. Price Quoted

5.1. The price quoted shall include 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 ($45\%-55\%=10\%$ $23 \times 10\% = 2.3$ $23 - 2.3 = 20.7$)

6. Weighing

6.1. All loads shall be weighed in accordance with 9 VSA (Vermont Statutes 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.

7. Scale Slips

7.1. Scale slips shall be provided 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.

8. Alternate Sources

8.1. 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.

9. Delivery Performance Measures

9.1. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: Jim Donnelly
Phone: 603-428-7155
Email: jim@cousineaus.com

f. ***For the State:***

Name: Kyle Emerson, State Purchasing Agent
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802-249-7394
Email: kyle.emerson@vermont.gov

16. Purchasing Entities: This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

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 or Department of Buildings and General Services, Barb Watson, 133 State Street, 5th Floor, 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.

**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>.