

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Lyme Green Heat, Inc., with a principal place of business in Lyme, 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 pellets. 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 \$50,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on October 15, 2024 and end on October 14, 2026 with an option to renew for three 12-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 8 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 10/01/2024)

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 Premium Wood Pellets:

1. PRICING:

LOCATION	PRODUCT	UNIT OF MEASURE	PRICE PER TON DELIVERED
Vermont State Police Barracks, St. Albans	Premium Wood Pellets	Per Ton	\$382.00
Agency of Transportation District 8 Garage, Swanton	Premium Wood Pellets	Per Ton	\$382.00

- a. Minimum five days advance notice to schedule delivery.

2. LOCATIONS

- a. Vermont State Police Barracks, St. Albans

- i. Silo Size and Yearly Estimated Need:

1. Silo can hold approximately 30 tons.
 2. Estimated yearly consumption is 15 tons.
 - a. This is a newly installed pellet boiler system and exact annual usage is not known at this time.
 - b. The storage silo is currently at full capacity and it is expected that a delivery will not be needed until Spring 2025.

- ii. Delivery:

1. Delivery of pellets would occur during normal State business hours (7:45 am – 4:30 pm) unless alternate arrangements are made. The Contractor must contact Building and General Services Maintenance to arrange for a State representative to be present at the time of the first delivery.
 - a. Contact: Tom Pendris - 802-734-6142 / thomas.pendris@vermont.gov
 2. Delivery would be by bulk delivery truck. The off-load time should be no greater than ten (10) minutes per ton to minimize the detrimental effect on the break-down of the pellets.
 3. From grade to the top of the silo is 20.0 Feet. The delivery mechanism will have to be able to lift that high.
 4. The silo is located at the rear of the building, inside a secure fence.
 5. Directions: Located off Interstate 89 exit 19 in St. Albans. 140 Fisher Pond Road, St. Albans, VT 05478

- b. Agency of Transportation District 8 Garage, Swanton

- i. Silo Size and Yearly Estimated Need:
 1. Silo can hold approximately 18 tons.
 2. Estimated yearly consumption is 36 tons.
 - a. This is a newly installed pellet boiler system and average annual usage is not known at this time.
- ii. Delivery
 1. Delivery of pellets would occur during normal State business hours (7:45 am – 4:30 pm) unless alternate arrangements are made. The Contractor must contact the AOT Garage Foreman to arrange for a State representative to be present at the time of the first delivery.
 - a. Contact: Joe Hurley – 802-893-5200 / joe.hurley@vermont.gov
Delivery would be by bulk delivery truck. The off-load time should be no greater than ten (10) minutes per ton to minimize the detrimental effect on the break-down of the pellets.
 2. Height from grade to the top of the silo is 23 Feet. The delivery mechanism will have to be able to lift that high. Silo is equipped with a caged ladder and rooftop fill.
 3. Distance from edge of pavement parking to fill pipe is approximately 87 feet.
 4. The silo is located at the rear of the building
 5. Address: 2601 Highgate Rd., Swanton, 05874

3. REQUIREMENTS:

- a. Premium Grade Pellets: ash content less than one percent
 - i. Premium Pellet Specifications: “Premium Wood Pellets” in the pellet industry denotes a well-made, consistent length pellet of low ash content. Low ash is important as that type of pellet burns at a higher efficiency rate and creates less ash (less ash=less maintenance and waste ash product to dispose of). Pellets that do not meet or exceed the below specification will be replaced by the vendor at no additional cost to the State. State may request samples.
- b. Moisture Content: No more than 4-6 percent by weight
- c. Average BTU per LB: 8,000 minimum
- d. Pellet weight: 40-60 pounds per cubic foot
- e. Source material: 100% softwood or hardwood – virgin wood and or wood manufacturing waste with written statement of the source of wood. Note: Construction waste and pressure treated wood is not allowed under any circumstances in the pellets due to the presence of paint, chemical and heavy metals.
- f. Size: No more than 1-1.5 inches long x ¼ inches in diameter (made on 6.35mm or 6.50 die size)
- g. Fines: No more than 0.5% by weight shall pass a 1/8” screen
- h. Additives or Bark – No bark, no plastic or oil additives allowed
- i. Pellet durability Index: Greater than or equal to 97.5

- j. Chloride: Less than 300 parts per million
- 4. **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. Contractor shall furnish the State with copies of the applicable written warranty whenever a product is purchased under this Agreement.
- 5. **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.
- 6. **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.
- 7. **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.

8. **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.

9. **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: Jesse Cook
Phone: 603-276-0786
Email: jesse@lymegreenheat.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
Fax: (802) 828-2222
Email: kyle.emerson@vermont.gov

10. **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:
 - a. VSP Barracks, St. Albans – thomas.pendris@vermont.gov
 - b. AOT District 8 Garage, Swanton – AOT.HWYMOBDistrict8Admin@vermont.gov
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 OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and 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>.