

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000000037
Barrows Coal Co Inc
DBA Barrows & Fisher Oil
PO Box 496
Brattleboro VT 05302
USA

Contract ID 0000000000000000000032038		Page 1 of 4
Contract Dates 07/01/2016 to 06/30/2017		Origin CP
Description: CP-#2 FUEL OIL		Contract Maximum \$99,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		#2 FUEL OIL	GAL	0.01000	0.00	0.00

FUEL OIL SULFUR CONTENT: IN COMPLIANCE WITH STATE AND FEDERAL AIR POLLUTION REQUIREMENTS COMMENCING ON JULY 1, 2014, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.05 PERCENT BY WEIGHT, AND COMMENCING ON JULY 1, 2018, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.0015 PERCENT BY WEIGHT (15 PPM).

TO CONFORM TO THE REQUIREMENTS AS ABOVE BUT FOR NO.2 FUEL OIL AND IN ADDITION THE FOLLOWING REQUIREMENTS SHALL BE MET:

ASH CONTENT, MAXIMUM 0.02% BY WEIGHT
COPPER STRIP CORROSION NO. 3
CETANE NO. (MINIMUM) 40

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE FOR NO. 2 FUEL OIL IS ALBANY, NEW YORK. ALL PRICING WILL BE BASED ON THURSDAY'S EDITION OF THE OIL PRICE INFORMATION SERVICE (OPIS) EACH WEEK, WHICH REFLECTS PRICING FOR THE FOLLOWING WEEK. THIS IS OBTAINED FROM AN AVERAGE OF THE LOW AND HIGH PRICES FOR THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE EACH FRIDAY ON THE PURCHASING AND CONTRACT ADMINISTRATION WEB PAGE AT WWW.BGS.STATE.VT.US/FUEL/INDEX.HTM.

OPIS DOES NOT PRODUCE REPORTS ON HOLIDAYS. IN THESE CASES THE WEDNESDAY OPIS REPORT WILL BE USED FOR THE INDEX.

INVOICES: ALL INVOICES ARE TO CLEARLY STATE THE PRODUCT TYPE BEING PURCHASED.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM PAYMENT OF STATE OR FEDERAL TAX ON THIS PRODUCT.

2		EMERGENCY/NEXT-DAY SERVICE CALL	EA	0.01000	0.00	0.00
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COSTS ASSOCIATED WITH SPECIAL DELIVERIES AROUND "WILL CALL" LOCATIONS THAT RUN OUT OF FUEL AND AN EMERGENCY OR NEXT DAY SERVICING OF FUEL IS REQUESTED BY THE STATE.
EMERGENCY/IMMEDIATE SERVICING: \$150.00
NEXT DAY SERVICING: \$75.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE #2 FUEL OIL FOR VARIOUS STATE AGENCIES.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING JULY 1, 2016 WITH AN OPTION TO RENEW FOR FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

SHANE SAGE
DELIVERY MANAGER
PHONE: 802-254-4574
FAX: 802-254-5353
E-MAIL: SHANE.BARROWS35@YAHOO.COM

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:

SHANE SAGE
PHONE: 802-579-8428

EMERGENCY ANSWERING SERVICE:
866-888-9608

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GENERAL FUEL LOCATIONS FOR STATE ENTITIES, CITIES, TOWNS AND MUNICIPALITIES AS SUPPORTED THROUGH THIS AGREEMENT ARE PROVIDED AS ATTACHMENT-A, FUEL LOCATION LIST. A LISTING OF FUEL MARK-UPS FOR EACH CITY AND TOWN, WITHIN THE VARIOUS FUEL TYPES AND DELIVERY PLATFORMS IS AVAILABLE ON THE BGS WEBSITE. [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL).

SPECIFIC ACTIVE REQUIREMENTS BY INDIVIDUAL SITES, WITH APPLICABLE FUEL AND SERVICE LEVELS, ARE AVAILABLE IN A CENTRAL FILE (OPC MASTER FUEL REGISTRY) MAINTAINED ON THE BGS WEBSITE. [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL).

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE STATE RESERVES THE RIGHT TO ADD OR REMOVE LOCATIONS AS NECESSARY.

THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER TRANSFER OF REGULATED SUBSTANCES AND SHALL EMPLOY PRACTICES FOR PREVENTING RELEASES CAUSED BY TRANSFER SPILLS AND OVERFILLS. PRIOR TO TRANSFER, THE CONTRACTOR SHALL DETERMINE BY GAUGING THAT THE TANK HAS AVAILABLE CAPACITY TO RECEIVE THE VOLUME OF PRODUCT TO BE TRANSFERRED. THE CONTRACTOR SHALL REMAIN WITHIN 25 FEET OF THE CARGO TANK TO MONITOR EVERY ASPECT OF THE DELIVERY AND SHALL TAKE IMMEDIATE ACTION TO STOP THE FLOW OF REGULATED SUBSTANCE WHEN THE CAPACITY OF THE TANK HAS BEEN REACHED OR SHOULD AN EQUIPMENT FAILURE OR EMERGENCY OCCUR.

DELIVERY SLIPS, METER PRINTED DELIVERY RECEIPT OR A COPY OF THE CONTRACTOR'S SUPPLIER'S STATEMENT OF DELIVERY SHALL BE SIGNED BY AN EMPLOYEE AT THE TIME OF THE DELIVERY. A COPY WILL BE LEFT AT THE DELIVERY LOCATION AND A COPY IS TO BE FORWARDED BY THE CONTRACTOR WITH THE INVOICE TO THE APPROPRIATE PAYABLE OFFICE FOR PAYMENT ON A MONTHLY BASIS.

THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS DIRECTLY WITH USING AGENCIES TO ENSURE THAT A SUFFICIENT SUPPLY OF FUEL REMAINS IN EACH SUCH AGENCY'S TANKS TO MEET SUCH AGENCY'S OPERATIONAL NEEDS THROUGHOUT THE PERIOD OF THE CONTRACT.

THE CONTRACTOR SHALL MANAGE THE FUEL LEVELS IN EACH AUTOMATIC DELIVERY REQUIRED LOCATION. THE TANK(S) SHALL BE MANAGED IN SUCH A MANNER THAT THE INDIVIDUAL TANK WILL NOT RUN OUT OF FUEL. IF FOR ANY REASON A TANK RUNS DRY, CONTRACTOR SHALL BE RESPONSIBLE TO:

- IMMEDIATELY REFUEL TANK.
- RESTART ANY OR ALL BOILERS/FURNACES AND OR WATER HEATERS AFFECTED AND PERFORM ANY BOILER/FURNACE MAINTENANCE REQUIRED DUE TO THE FUEL OUTAGE.
- ACCEPT AND PROCESS CLAIMS FOR DAMAGE CAUSED TO THE BUILDING BECAUSE OF LOSS OF HEAT SUCH AS BROKEN PIPES, FROZEN COILS, WATER DAMAGE, ETC.

THE CONTRACTOR SHALL COORDINATE WITH ANY PRIOR FUEL DELIVERY CONTRACTOR TO ENSURE ACCOUNTS ARE TRANSFERRED IN A TIMELY MATTER, WITHOUT ANY INTERRUPTION IN FUEL DELIVERY SERVICES. THIS WILL INCLUDE BUT NOT LIMITED TO REQUESTS FOR PREVIOUS DELIVERY INFORMATION INCLUDING THE AMOUNT/LOCATION HAS USED IN THE RECENT PAST.

DELIVERY - EMERGENCY: EMERGENCY DELIVERIES ARE DEFINED AS DELIVERIES OUTSIDE THE NORMAL DELIVERY SCHEDULE AS DEEMED NECESSARY BY ANY AUTHORIZED STATE OFFICIAL. EMERGENCY MAY BE THE RESULT OF A STATE OR NATIONAL DISASTER, SECURITY INCIDENT, HAZARDOUS WEATHER, CIVIL PREPAREDNESS, OR ANY NON-ROUTINE EVENT. UNDER THESE CIRCUMSTANCES CONTRACTORS UNDER THIS AWARD ARE REQUIRED TO MAKE EVERY POSSIBLE EFFORT TO DELIVER AS EXPEDITIOUSLY AS POSSIBLE. CONTRACTOR IS REQUIRED TO IDENTIFY AN INDIVIDUAL WHO WILL SERVE AS THE STATE'S SINGLE POINT OF CONTACT FOR COORDINATION OF EMERGENCY RESPONSES.

ACCOUNT NUMBERS: WITHIN 30 DAYS OF CONTRACT AWARD CONTRACTOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST. MONTPELIER, VT 05633-7501 A LIST OF ALL ACCOUNT NUMBERS FOR EACH OF THE VARIOUS FUEL SITES. THE ACCOUNT NUMBERS SHALL BE SUBMITTED ELECTRONICALLY TO LINDA.WORTMAN@VERMONT.GOV IN AN EXCEL FORMAT LISTING EACH ACCOUNT NUMBER, SITE NAME, COMPLETE SITE ADDRESS, FUEL TYPE AND DELIVERY SCHEDULE (I.E. EVERY 30 DAYS, 60 DAYS ETC).

TANKS: ALL TANKS ARE CONSIDERED TO BE THE PROPERTY OF THE STATE OF VERMONT UNLESS OTHERWISE SPECIFIED.

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AVAILABILITY: THE STATE RESERVES THE RIGHT TO PURCHASE FUELS FROM THE OPEN MARKET DURING THE PERIOD OF THIS CONTRACT, IF DEEMED IN THE BEST INTERESTS OF THE STATE, PROVIDED THE CONTRACTOR IS UNBLE TO MAKE DELIVERIES IN TIME TO MEET THE REQUIREMENTS OF THE STATE AGENCIES OR POLITICAL SUBDIVISIONS INCLUDED IN THIS CONTRACT.

CONTRACTOR'S MARKUP INCLUDES TRANSPORTATION CHARGES AS WELL AS ANY AND ALL RELEVANT FEES AND TAXES FULLY PREPAID TO DESTINATION.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL MEET THE SPECIFICATIONS AS DETAILED BY FUEL TYPE. ALL PRODUCTS PROVIDED BY THE CONTRACTOR SHALL MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: 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.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: 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 OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

BARROWS Contract# 32038

Location	Fuel Type	Delivery Type	Vendor	Markup per Gal
BRATTLEBORO	#2 Fuel Oil	Tank Wagon	Barrows	\$ 0.2000
DUMMERSTON	#2 Fuel Oil	Tank Wagon	Barrows	\$ 0.2000
GUILFORD	#2 Fuel Oil	Tank Wagon	Barrows	\$ 0.2000
MARLBORO	#2 Fuel Oil	Tank Wagon	Barrows	\$ 0.2000
WESTMINSTER	#2 Fuel Oil	Motor Transport	Barrows	\$ 0.2000
WESTMINSTER	#2 Fuel Oil	Tank Wagon	Barrows	\$ 0.2000