

State of Vermont

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

CONTRACT



Supplier 0000315191
Eastern Aviation Fuels Inc
P.O. Box 751211
Charlotte NC 28275
United States

Contract ID 0000000000000000000040095		Page 1 of 2
Contract Dates 06/30/2020 to 07/01/2022		Origin CPS
Description: AOT AVIATION FUEL		Contract Maximum \$400,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AVIATION FUEL	GAL	0.00000	0.00	0.00

1. Parties. This is a contract for Commodities between the State of Vermont, Buildings and General Services on behalf of the Agency of Transportation, Aviation (hereinafter called "State"), and Eastern Aviation Fuels, Inc dba Titan Fuels, with a principal place of business in New Bern, NC, (hereinafter called "Contractor"). Contractor's form of business organization is 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 aviation fuel for the State of Vermont airports. 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 \$400,000.00.

4. Contract Term. The period of contractor's performance shall begin on June 30, 2020 and end on July 1, 2022 with the option to renew for up to two additional 12-month 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 9 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: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Item 1 for Aviation Fuel at the following (9) owned airports.

Locations and estimated gallons sold annually for the following State owned airports.

CALEDONIA COUNTY AIRPORT
2107 PUDDING HILL RD
LYNDONVILLE, VT 05851
FUEL TYPE: AVGAS ONLY
ESTIMATED USAGE: 7,000 GALLONS

HARTNESS STATE AIRPORT
15 AIRPORT RD
N. SPRINGFIELD, VT 05846
FUEL TYPE: AVGAS & JET A
ESTIMATED USAGE AVGAS: 16,039 GALLONS
ESTIMATED USAGE JET A: 20,545 GALLONS

MIDDLEBURY STATE AIRPORT
467 AIRPORT RD
MIDDLEBURY, VT 05753
FUEL TYPE: AVGAS ONLY
ESTIMATED USAGE: 21,936 GALLONS

NEWPORT STATE AIRPORT
2628 AIRPORT RD - COVENTRY
NEWPORT, VT 05855
ESTIMATED USAGE AVGAS: 10,470 GALLONS
ESTIMATED USAGE JET A: 5,795 GALLONS

WILLIAM H. MORSE AIRPORT
1563 WALLOMSAC RD
BENNINGTON, VT 05201
FUEL TYPE: AVGAS & JET A
ESTIMATED USAGE AVGAS: 10,000 GALLONS
ESTIMATED USAGE JET A: 3,520

Knapp State Airport – Montpelier
2000 Airport Rd
Barre, VT 05641
ESTIMATED USAG Avgas 19,000 gallons
ESTIMATED USAG Jet A 49,000 gallons

Morrisville-Stowe State Airport- Morrisville
2305 Laporte Rd
Morrisville VT 05661
ESTIMATED USAG Avgas 12,000 gallons
ESTIMATED USAG Jet A 20,000 gallons

Southern Vermont Regional Airport- Clarendon
10002 Airport Rd
North Clarendon, VT 05759
ESTIMATED USAG Avgas 28,000 gallons
ESTIMATED USAG JET A 111,000 GALLONS

Franklin County Airport- Highgate
 629 Airport Rd
 Swanton VT 05488
 ESTIMATED USAG Avgas 26,000 gallons
 ESTIMATED USAG Jet A 1200 gallons

2. Fuel Types: AVGAS & JET “A”
3. PRICING: Eastern Aviation Fuel represents Shell Aviation, the refiner of the product used by the State Airports. The pricing is based on Platts Reporting company, who tracks daily trades of Jet Fuel. Fuel pricing is set weekly at midnight every Monday. It stays the same until the following Monday at midnight.
4. Pricing includes the following:
 - **AVGAS:** Fuel cost (includes an import fee), Fet & Fed Lust, VT Infrastructure, Vt Motor Fuels, FT Petro Clean, and VT Sales Tax.
 - **Jet Fuel:** Fuel Cost (includes an import fee), Fet & Fed Lust, and Fed Oil Spill Tax
5. **Taxes:** VT Sales Tax is included in billing of JET “A” orders
 VT Sales Tax is not included in the billing of AVGAS orders
6. **Freight & Delivery Fees** – The cost will be dependent on the location of the airport and the distance from the fuel distribution center.
7. Fuel ordering is available 24/7/365. Fuel delivery is within twenty-four (24) to forty-eight (48) hours after order has been placed with dispatch. All fuel deliveries will be coordinated with airport staff twenty-four (24) hours prior to delivery. Fuel deliveries will be metered.
8. Eastern Aviation Fuel is a shell branded dealer that gives the State a no coast, \$50-million dollar insurance policy for fueling operations and provides fuel inspections and complimentary use of fuel trucks when needed.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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: Steve Tibbetts
 - Phone: 401-500-0555
 - Email: steve@titanfuels.aero
 - 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

15. **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 of Vermont 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: AOT.AccountsPayable@vermont.gov
Invoice must include the following:
 1. Unique invoice number;
 2. Dates of service worked;
 3. Project/site location, including rail line and MP number;
 4. Description of work completed;
 5. Itemized into the following categories or as instructed by VTrans' authorized representative: equipment without operator, equipment with operator, laborer. A copy of all subcontractor invoices shall be attached to the contractor original invoice as backup documentation;
 6. Contract number 44095;
 7. Total number of hours being invoiced;
 8. Signed by authorized contractor project manager as an indication work has been completed and to the satisfaction of VTrans requirements and attachments included in the RFP; and
 9. Address for remittance of payment.

10. 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.
11. 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.
12. 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>.