CONTRACT

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

Contract ID 00000000000000000000032063		Page 1 of 6
Contract Dates 07/01/2016 to 06/30/2021		**Origin** **CPS**
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8659	#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.

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

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: $100.00

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

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.

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.

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.

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

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Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

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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, THE 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.

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 EACH CONTRACOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST MONTPELIER, VT 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.

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.
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.

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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 CONTRACTOR'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 SHALL 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
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15
CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A CONTRACTOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE CONTRACTOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.
VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.
QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. 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.
THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.
AMENDMENT #1 - JUNE 26, 2017 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2018. VENDOR HAS REQUESTED AN INCREASE IN PRICING FROM .3317 TO .4017 A .07 INCREASE IN PRICING TO COVER ADDITIONAL COSTS.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

OPIS PRICING (FUEL RACK PRICING) WILL NO LONGER BE POSTED ON THE PURCHASING AND CONTRACTING WEB SITE.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.
CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALITIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.
AMENDMENT #2 - MAY 24, 2018 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2019. VENDOR HAS AGREED TO THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY

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FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.
AMENDMENT #3 - APRIL 24, 2019 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR THREE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM UNTIL JUNE 30, 2020. VENDOR HAS AGREED TO THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:
LESLIE ROWLEY
MANAGER
PHONE: 802-893-7952
FAX: 802-893-3201
E-MAIL: INFO@ROWLEYFUELS.COM

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:
SCOTT ALLARD
PHONE: 802-893-7952
CELL: 802-316-0670
FAX: 802-893-3201
E-MAIL: SALLARD@ROWLEYFUELS.COM
.
IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

CONTRACT

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STATE OF VERMONT CONTRACT 32063
AMENDMENT #4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Rowley Fuels Inc., with a principal place of business in Milton, VT (the "Contractor") that the contract between them originally dated as of July 1, 2016, Contract # 32063, as amended to date, (the "Contract") is hereby amended as follows:

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2020 to June 30, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 6 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name: Christopher Cole

Title: Commissioner

Email: Buildings & General Services

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8659	#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.

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

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: $100.00

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

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.

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.

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.

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

CONTRACT

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

Contract ID 00000000000000000000032063		Page 2 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Supplier 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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, THE 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.

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 EACH CONTRACOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST MONTPELIER, VT 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.

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.
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

CONTRACT

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United States

Phone #:

Contract ID			Page
00000000000000000000032063			3 of 6
Contract Dates		**Origin**	
07/01/2016 to 06/30/2020		**CPS**	
Description:		**Contract Maximum**	
CPS-#2 FUEL OIL		$99,999.00	
Buyer Name	**Buyer Phone**	**Contract Status**	
Linda T Wortman	828-5684	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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 CONTRACTOR'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 SHALL 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
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15
CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A CONTRACTOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE CONTRACTOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.
VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.
AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.
QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

CONTRACT

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

Contract ID 00000000000000000000032063		Page 4 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Supplier 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

PURCHASING AGENCY. 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.
THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.
AMENDMENT #1 - JUNE 26, 2017 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2018. VENDOR HAS REQUESTED AN INCREASE IN PRICING FROM .3317 TO .4017 A .07 INCREASE IN PRICING TO COVER ADDITIONAL COSTS.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

OPIS PRICING (FUEL RACK PRICING) WILL NO LONGER BE POSTED ON THE PURCHASING AND CONTRACTING WEB SITE.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.
CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALITIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.
AMENDMENT #2 - MAY 24, 2018 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2019. VENDOR HAS AGREED TO THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15,

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
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United States

Supplier 0000001678
Rowley Fuels Inc
PO Box 21
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United States

Phone #:

Contract ID			Page
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Contract Dates		**Origin**	
07/01/2016 to 06/30/2020		**CPS**	
Description:		**Contract Maximum**	
CPS-#2 FUEL OIL		$99,999.00	
Buyer Name	**Buyer Phone**	**Contract Status**	
Linda T Wortman	828-5684	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.
AMENDMENT #3 - APRIL 24, 2020 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR THREE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2020. VENDOR HAS AGREED TO THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:
LESLIE ROWLEY
MANAGER
PHONE: 802-893-7952
FAX: 802-893-3201
E-MAIL: INFO@ROWLEYFUELS.COM

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:
SCOTT ALLARD
PHONE: 802-893-7952
CELL: 802-316-0670
FAX: 802-893-3201
E-MAIL: SALLARD@ROWLEYFUELS.COM
.
IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

CONTRACT

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

Supplier 0000001678
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Phone #:

Contract ID 00000000000000000000032063			Page 6 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**	
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00	
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

CONTRACT

State of Vermont

Buildings and General Services
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Phone #:

Contract ID			Page
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Contract Dates		**Origin**	
07/01/2016 to 06/30/2019		CPS	
Description:		**Contract Maximum**	
CPS-#2 FUEL OIL		$99,999.00	
Buyer Name	**Buyer Phone**	**Contract Status**	
Linda T Wortman	828-5684	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8659	#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.

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

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: $100.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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.

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.

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.

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

CONTRACT

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

Contract ID 00000000000000000000032063		Page 2 of 5
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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, THE 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.

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 EACH CONTRACOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST MONTPELIER, VT 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.

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.

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.

CONTRACT

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

Contract ID 00000000000000000000032063		Page 3 of 5
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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 CONTRACTOR'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 SHALL 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
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A CONTRACTOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE CONTRACTOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CONTRACT

State of Vermont
Buildings and General Services
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109 State St
Montpelier VT 05609-3001
United States

Contract ID 00000000000000000000032063		Page 4 of 5
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. 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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

AMENDMENT #1 - JUNE 26, 2017 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2018. VENDOR HAS REQUESTED AN INCREASE IN PRICING FROM .3317 TO .4017 A .07 INCREASE IN PRICING TO COVER ADDITIONAL COSTS.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

OPIS PRICING (FUEL RACK PRICING) WILL NO LONGER BE POSTED ON THE PURCHASING AND CONTRACTING WEB SITE.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.
CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALITIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

AMENDMENT #2 - MAY 24, 2018 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2019. VENDOR HAS AGREED TO THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALITIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCS):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF

CONTRACT

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

Contract ID 0000000000000000000032063		Page 5 of 5
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:
LESLIE ROWLEY
MANAGER
PHONE: 802-893-7952
FAX: 802-893-3201
E-MAIL: INFO@ROWLEYFUELS.COM

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:
SCOTT ALLARD
PHONE: 802-893-7952
CELL: 802-316-0670
FAX: 802-893-3201
E-MAIL: SALLARD@ROWLEYFUELS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

CONTRACT

State of Vermont

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Contract ID		Page
00000000000000000000032063		1 of 4
Contract Dates		**Origin**
07/01/2016 to 06/30/2017		CPS
Description:		**Contract Maximum**
CPS-#2 FUEL OIL		$99,999.00
Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8659	#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

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: $100.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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.

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MANAGER
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PHONE: 802-893-7952
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Contract ID 00000000000000000000032063		Page 2 of 4
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
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Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
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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, THE 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.

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 EACH CONTRACOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST MONTPELIER, VT 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).

CONTRACT

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

Contract ID 00000000000000000000032063		Page 3 of 4
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
Description: CPS-#2 FUEL OIL		**Contract Maximum** $99,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.

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 CONTRACTOR'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 SHALL 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

CONTRACT

State of Vermont

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

Vendor ID 0000001678
Rowley Fuels Inc
PO Box 21
Milton VT 05468
United States

Phone #:

Contract ID		Page
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Contract Dates		**Origin**
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Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A CONTRACTOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE CONTRACTOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. 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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____