CONTRACT

State of Vermont

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

Contract ID 00000000000000000000032109		Page 1 of 7
Contract Dates 07/01/2016 to 06/30/2021		**Origin** **CPS**
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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.

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

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3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

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.

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 MUST 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.

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

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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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.
SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

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.

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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 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.

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.

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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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.
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.

ALL OTHER PRICING, 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 - JUNE 21, 2018 - 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, 2019. MARKUP IS REVISED AT THE MAINTENANCE GARAGE, WAITSFIELD, VT TO .30 AND AN ADDITIONAL LOCATION HAS BEEN ADDED TO THIS CONTRACT - CAMP JOHNSON, COLCHESTER, VT.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.
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 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, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.
AMENDMENT #3 - MAY 2, 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.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.
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 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.
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
.
STATE OF VERMONT CONTRACT 32109
AMENDMENT 4

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Champlain Valley Plumbing & Heating, with a principal place of business in CITY, STATE (the "Contractor") that the contract between them originally dated as of July 1, 2016, Contract #32109 , as amended to date, (the "Contract") is hereby amended as follows

I. 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

CONTRACT

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

Contract ID 0000000000000000000032109		Page 7 of 7
Contract Dates 07/01/2016 to 06/30/2021		**Origin** **CPS**
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 7 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:_____

CONTRACT

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Contract ID		Page
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Contract Dates		**Origin**
07/01/2016 to 06/30/2020		**CPS**
Description:		**Contract Maximum**
CPS -DIESEL, REG GAS & #2 FUEL		$999,999.00
Buyer Name	**Buyer Phone**	**Contract Status**
Linda T Wortman	828-5684	Approved

Supplier 0000132065
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United States

Phone #: 802-338-4975

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.

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

CONTRACT

State of Vermont
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Contract ID 00000000000000000000032109		Page 2 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
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Middlebury VT 05753
United States

Phone #: 802-338-4975

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

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.

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 MUST 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.

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

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State of Vermont
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United States

Contract ID 0000000000000000000032109		Page 3 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.
SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

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.

CONTRACT

State of Vermont

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

Contract ID		Page
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Contract Dates		**Origin**
07/01/2016 to 06/30/2020		**CPS**
Description:		**Contract Maximum**
CPS -DIESEL, REG GAS & #2 FUEL		$999,999.00
Buyer Name	**Buyer Phone**	**Contract Status**
Linda T Wortman	828-5684	Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

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 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.

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.

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Description:		**Contract Maximum**
CPS -DIESEL, REG GAS & #2 FUEL		$999,999.00
Buyer Name	**Buyer Phone**	**Contract Status**
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Phone #: 802-338-4975

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

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.
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.

ALL OTHER PRICING, 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 - JUNE 21, 2018 - 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, 2019. MARKUP IS REVISED AT THE MAINTENANCE GARAGE, WAITSFIELD, VT TO .30 AND AN ADDITIONAL LOCATION HAS BEEN ADDED TO THIS CONTRACT - CAMP JOHNSON, COLCHESTER, VT.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.
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 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,

CONTRACT

State of Vermont

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

Contract ID 00000000000000000000032109		Page 6 of 6
Contract Dates 07/01/2016 to 06/30/2020		**Origin** **CPS**
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Supplier 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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 - MAY 2, 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.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.
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 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.
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: Christopher Cole

Title: BGS Commissioner

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- **A.** is not under any obligation to pay child support; or
- **B.** is under such an obligation and is in good standing with respect to that obligation; or
- **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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 that 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

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

CONTRACT

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

Contract ID 00000000000000000000032109		Page 1 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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.

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

CONTRACT

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

Contract ID 00000000000000000000032109		Page 2 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

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 MUST 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.

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

CONTRACT

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Office of Purchasing & Contracting
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Montpelier VT 05609-3001
United States

Contract ID 0000000000000000000032109		Page 3 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.

SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

CONTRACT

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

Contract ID 00000000000000000000032109		Page 4 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 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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Office of Purchasing & Contracting
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Contract ID 0000000000000000000032109		Page 5 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.

ALL OTHER PRICING, 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 - JUNE 21, 2018 - 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, 2019. MARKUP IS REVISED AT THE MAINTENANCE GARAGE, WAITSFIELD, VT TO .30 AND AN ADDITIONAL LOCATION HAS BEEN ADDED TO THIS CONTRACT - CAMP JOHNSON, COLCHESTER, VT.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

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.

CONTRACT

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

Contract ID 0000000000000000000032109		Page 6 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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.

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:_____

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Contract ID 00000000000000000000032109		Page 1 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
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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.

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

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 MUST 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.

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

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Contract ID 0000000000000000000032109		Page 3 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.

SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

CONTRACT

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

Contract ID 00000000000000000000032109		Page 4 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 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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Contract ID 0000000000000000000032109		Page 5 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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.

ALL OTHER PRICING, 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 - JUNE 21, 2018 - 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, 2019. MARKUP IS REVISED AT THE MAINTENANCE GARAGE, WAITSFIELD, VT TO .30 AND AN ADDITIONAL LOCATION HAS BEEN ADDED TO THIS CONTRACT - CAMP JOHNSON, COLCHESTER, VT.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

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.

CONTRACT

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United States

Contract ID 0000000000000000000032109		Page 6 of 6
Contract Dates 07/01/2016 to 06/30/2019		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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.

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:_____

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State of Vermont

Buildings and General Services
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Contract ID		Page
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Contract Dates	**Origin**	
07/01/2016 to 06/30/2018	CPS	
Description:	**Contract Maximum**	
CPS -DIESEL, REG GAS & #2 FUEL	$999,999.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
Wortman,Linda / 828-5684	Approved	

Vendor ID 0000132065
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PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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.

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

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Contract ID 00000000000000000000032109		Page 2 of 6
Contract Dates 07/01/2016 to 06/30/2018		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

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 MUST 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.

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

CONTRACT

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

Contract ID 0000000000000000000032109		Page 3 of 6
Contract Dates 07/01/2016 to 06/30/2018		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.

SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

CONTRACT

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

Contract ID 00000000000000000000032109		Page 4 of 6
Contract Dates 07/01/2016 to 06/30/2018		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 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.

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
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Contract ID		Page
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Contract Dates	**Origin**	
07/01/2016 to 06/30/2018	CPS	
Description:	**Contract Maximum**	
CPS -DIESEL, REG GAS & #2 FUEL	$999,999.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
Wortman,Linda / 828-5684	Approved	

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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

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.

ALL OTHER PRICING, 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.

CONTRACT

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109 State St
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United States

Contract ID 00000000000000000000032109		Page 6 of 6
Contract Dates 07/01/2016 to 06/30/2018		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $999,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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:_____

CHAMPLAIN Contract# 32109

Location	Fuel Type	Delivery Type	Vendor	Markup per Gal
ADDISON	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2500
ESSEX	#2 Fuel Oil	Motor Transport	Champlain	$ 0.1200
FAIR HAVEN	#2 Fuel Oil	Motor Transport	Champlain	$ 0.1250
FAIR HAVEN	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2400
FERRISBURG	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2500
LUDLOW	Diesel	Tank Wagon	Champlain	$ 0.3500
MIDDLEBURY	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2200
MIDDLEBURY	Diesel	Tank Wagon	Champlain	$ 0.2500
MIDDLEBURY	Reg Gas	Tank Wagon	Champlain	$ 0.2200
PITTSFORD	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2200
PITTSFORD	Diesel	Tank Wagon	Champlain	$ 0.3000
POULTNEY	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2200
ROCHESTER	Diesel	Tank Wagon	Champlain	$ 0.2400
VERGENNES	#2 Fuel Oil	Motor Transport	Champlain	$ 0.1400
WAITSFIELD	#2 Fuel Oil	Motor Transport	Champlain	$ 0.1400
WILLISTON	#2 Fuel Oil	Motor Transport	Champlain	$ 0.1400
WILLISTON	#2 Fuel Oil	Tank Wagon	Champlain	$ 0.2500
WILLISTON	Reg Gas	Motor Transport	Champlain	$ 0.1400

CONTRACT

State of Vermont
Buildings and General Services
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10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000032109		Page 1 of 5
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $99,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
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Middlebury VT 05753
United States

Phone #: 802-338-4975

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		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00

ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.

CETANE RATING: 45 MINIMUM
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

OCTOBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE
APRIL 1 TO OCTOBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE 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 OFFICE OF PURCHASING AND CONTRACTING WEB PAGE AT HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL

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

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

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Montpelier VT 05633-7501
United States

Contract ID 0000000000000000000032109		Page 2 of 5
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $99,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
3		GASOLINE, REGULAR UNLEADED	GAL	0.01000	0.00	0.00

THE MINIMUM OCTANE RATING OF GASOLINE SUPPLIED UNDER THIS CONTRACT SHALL BE AS FOLLOWS: REGULAR UNLEADED #87

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE RESELLERS RETAIL RACK FOR ALBANY, NY. 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 OFFICE OF PURCHASING AND CONTRACTING WEB PAGE AT HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE OCTANE RATING OF GASOLINE BEING PURCHASED.

TAXES: THE STATE IS RESPONSIBLE TO PAY THE STATE'S GASOLINE TAX, BUT THE STATE IS EXEMPT FROM PAYING THE FEDERAL GASOLINE TAX.

4		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: $75.00
NEXT DAY SERVICING: $0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

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 MUST 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.

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,

CONTRACT

State of Vermont

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

Contract ID		Page
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Contract Dates	**Origin**	
07/01/2016 to 06/30/2017	CPS	
Description:	**Contract Maximum**	
CPS -DIESEL, REG GAS & #2 FUEL	$99,999.00	
Buyer Name / **Buyer Phone**	**Contract Status**	
Wortman,Linda / 828-5684	Approved	

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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
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 VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR 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.

SCOPE OF CONTRACT: TO PROVIDE DIESEL, #2 FUEL OIL, AND REGULAR UNLEADED GASOLINE 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.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

BILL HEFFERNAN - PRESIDENT
PHONE: 802-388-4975
FAX NUMBER: 802-382-9373
EMAIL: BHEFFERNAN@CUPH.NET

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

PAT SHAW
PHONE: 802-233-2719

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000032109		Page 4 of 5
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
Description: CPS -DIESEL, REG GAS & #2 FUEL		**Contract Maximum** $99,999.00
Buyer Name Wortman,Linda	**Buyer Phone** 828-5684	**Contract Status** Approved

Vendor ID 0000132065
Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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

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 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).

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Contract ID 00000000000000000000032109		Page 5 of 5
Contract Dates 07/01/2016 to 06/30/2017		**Origin** CPS
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Champlain Valley Plumbing & Heating
PO Box 723
Middlebury VT 05753
United States

Phone #: 802-338-4975

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.

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 CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

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:_____