

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Mirabito Holdings, Inc. dba Mirabito Energy Products, with a principal place of business in Binghamton, NY (the "Contractor") that the contract between them originally dated as of July 1, 2023, Contract #45877, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$300,000.00 to \$550,000.00, representing an increase of \$250,000.00.
- II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced as follows:
"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated October 1, 2024) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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

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

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

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

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) (Revision date: May 24, 2024)" which is attached to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

Byrd Anti-Lobbying Certification. Applicable to contracts over \$100,000.00 - this clause must

be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

This document consists of 2 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

**MIRABITO HOLDINGS, INC. DBA
MIRABITO ENERGY PRODUCTS**

By: _____

By: _____

Name: Wanda Miloni

Name: _____

Title: Commissioner – Buildings & General Services

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Mirabito Holdings, Inc. dba Mirabito Energy Products, with a principal place of business in Binghamton, NY (the "Contractor") that the contract between them originally dated as of July 1, 2023, Contract #45877, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$200,000.00 to \$300,000.00, representing an increase of \$100,000.00.
- II. Exhibit A-1 – Fuel Markup Pricing. Exhibit A-1 is hereby amended with the addition of the following:

Location	Fuel Type	Delivery Method	Vendor Markup per Gallon
Readsboro	Winterized #2 Oil	Tank Wagon	\$0.55
Readsboro	Winterized Diesel	Tank Wagon	\$0.45
Wilmington	Winterized Diesel	Tank Wagon	\$0.45

- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C dated 12/7/2023 attached to this Amendment.

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

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

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

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's

debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) (Revision date: July 19, 2023)” which is attached to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 6 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT
MIRABITO ENERGY PRODUCTS**

MIRABITO HOLDINGS, INC. DBA

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *July 19, 2023*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Mirabito Holdings, Inc. dba Mirabito Energy Products, with a principal place of business in Binghamton, NY, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of liquid fuels. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on July 1, 2023 and end on June 30, 2025 with an option to renew for eight twelve-month terms upon mutual agreement of both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 16 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D - State of Vermont – Federal Terms Supplement (non-construction)

Exhibit A1 – Fuel Markup Pricing

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D - State of Vermont – Federal Terms Supplement (non-construction)
- (4) Attachment A
- (5) Attachment B
- (6) Exhibit A1 – Fuel Markup Pricing

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Liquid fuel products as described below using the markup rate as shown in the table of Exhibit A1 – Fuel Markup Pricing
2. No. 2 Oil – Fuel Oil
 - a. Fuel Oil Sulfur Content
 - i. 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).
 - b. All fuel shall conform to ASTM D396-06 or latest revision with the following requirements being met:
 - i. Ash Content, Maximum – 0.02% by weight
 - ii. Copper Strip Corrosion – No. 3
 - iii. Cetane No. (minimum) – 40
 - c. Pricing
 - i. The rack used for pricing the float/indexed base pricing structure for No. 2 Fuel Oil is Albany, New York. When a high and low price is given the average price shall be used. 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. OPIS does not produce reports on holidays and in these cases the Wednesday OPIS report shall be used for the index.
 - d. Invoices
 - i. All invoices are to clearly state the product type being purchased.
 - e. Taxes
 - i. The State of Vermont is exempt from payment of State or Federal Tax on this product.
3. Diesel Fuel Oils
 - a. All fuel shall conform to ASTM D-975-21 or latest revision with the following requirements:
 - i. Cetane Rating – 45 minimum
 - ii. Sulfur Content – 15 parts per millions (Ultra Low Sulfur Diesel, ULSD)
 - iii. Filterability - 0.05% water and sediment maximum
 - iv. Dye – red for tax exempt per IRS rules
 - b. Diesel Blends
 - i. Any location may request a specific blend at any time. All blends must be with No.1 Ultra Low Sulfur Kerosene. There is no deviation from the specified blends. If the blend is not specified, the following apply:

October 1 – December 15 – 70% Diesel/30% Kerosene

December 16 – March 1 – 50% Diesel / 50% Kerosene

March 2 – March 31 - 70% Diesel/30% Kerosene

April 1 – September 30 – 100% Diesel

c. Pricing

The rack used for pricing the float/indexed base pricing structure is the Albany, New York index. When a high and low price is given the average price shall be used. 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. OPIS does not produce reports on holidays and in these cases, the Wednesday OPIS report shall be used for the index.

d. Invoices

- i. All invoices must identify the blend delivered and when feasible state "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

e. Taxes

- i. The State of Vermont is exempt from payment of State or Federal Tax on this product.

4. Liquid Propane

- a. All fuel shall conform to ASTM D1835-05 or latest revision with the following requirements:

- i. The gas furnished shall be of such a consistency as to be competitive in the trade. It shall have a vapor pressure that will ensure its uninterrupted consumption during all temperature conditions that may be expected at the using agencies or institutions. It shall contain an odorizing agent of such concentration as to ensure its positive identification.

b. Equipment Installation

- i. All installation (if required) must conform to the Vermont State Fire Marshall regulations. No additional charge for delivery, installation or testing these tanks will be permitted. It is the fuel provider's responsibility to ensure all the tanks are in excellent condition and contains no rust.

c. Pricing

- i. The rack used for pricing the float/indexed base pricing structure for LP Gas is the Selkirk, NY. When a high and low price is given the average price shall be used. All pricing will be based on Thursday's edition of the New York Journal of Commerce each week, which reflects pricing for the following week. Note. OPIS does not produce reports on holidays. In these cases the Wednesday OPIS report will be used for the index.

d. Invoices

- i. All invoices are to clearly state the product type being purchased.

e. Taxes

- i. The State of Vermont is exempt from payment of State or Federal Tax on this product.

5. Biodiesel Blends

- a. All fuels shall conform to the following requirements:
 - i. ASTM D975-22a or latest revision, Specification for Diesel Fuel Oils — covers grades of diesel fuel suitable for use in various types of diesel engines.
 - ii. ASTM D396-21 or latest revision, Specification for Fuel Oils — covers grades of diesel fuel suitable for fuel-oil burning equipment
 - iii. ASTM D7467-20a or latest revision, Specification for Diesel Fuel Oil, Biodiesel Blend (B6 to 20) — covers finished fuel blends of between 6 (B6) and 20 (B20) percent biodiesel for used in various types of diesel engines.
 - iv. ASTM D6751-20a or latest revision, Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels — used to control pure biodiesel (B100) quality prior to blending with conventional diesel type fuels.
- b. Pricing
 - i. The rack used for pricing the float/indexed base pricing structure is the Boston, MA. When a high and low price is given the average price shall be used. 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. Note. OPIS does not produce reports on holidays. In these cases the Wednesday OPIS report will be used for the index.
- c. Invoices
 - i. All invoices must identify the blend delivered.
- d. Taxes
 - i. The State of Vermont is exempt from payment of State or Federal Tax on this product.

6. Expedited Service Pricing

Delivery fee for emergency / same-day service	\$0.00
Delivery fee for next-day service	\$0.00

7. Contact Information

Contacts for expediting State of Vermont contract orders

Contact 1	Jason Mirabito	(607) 352-2930 (607) 651-5000	jason.mirabito@mirabito.com
Contact 2	George Mister	(607) 352-2811 (607) 348-7836	george.mister@mirabito.com

Emergency contacts – In the event of an emergency occurring after business hours

Contact 1	George Mister	(607) 352-2811 (607) 348-7836	george.mister@mirabito.com
Contact 2	Jason Mirabito	(607) 352-2930 (607) 651-5000	jason.mirabito@mirabito.com

8. SERVICE REQUIREMENTS:

- a. Fuel locations for State entities, cities, towns, and municipalities as supported through this agreement are provided in Exhibit A1 – Fuel Markup Pricing. A listing of fuel mark-ups for each city and town, within the various fuel types and delivery methods is available on the BGS website at: <https://bgs.vermont.gov/purchasing-contracting/fuel-information>
- b. 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 carrier 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.
- c. 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.
- d. 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.
- e. 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:
 - i. Immediately refuel tank.
 - ii. Restart any or all boilers/furnaces and or water heaters affected and perform any boiler/furnace maintenance required due to the fuel outage.
 - iii. Accept and process claims for damage caused to the building because of loss of heat such as broken pipes, frozen coils, water damage, etc.

- f. The state expects the Contractor to work cooperatively with the previous vendor for transfer of accounts. This will include but not limited to requests for previous delivery information including the amount/location has used in the recent past.
 - g. 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. Awarded contractor is required to identify an individual who will serve as the state's single point of contact for coordination of emergency responses.
 - h. Account numbers: within 30 days of contract award Contractor is required to submit to Kyle Emerson, purchasing agent, 133 State St., Montpelier, VT 05633-8000 a list of all account numbers for each of the various fuel sites. The account numbers shall be submitted electronically to kyle.emerson@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).
 - i. Tanks: all tanks are considered to be the property of the State of Vermont unless otherwise specified.
 - j. Availability: the state reserves the privilege of obtaining fuel from the open market during the period of this contract, provided the Contractor is unable to make deliveries in time to meet the requirements of the state agencies or political subdivisions included in this contract.
 - k. Contractor's markup includes transportation charges as well as any and all relevant fees and taxes fully prepaid to destination.
 - l. 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.
9. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
10. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
11. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
12. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
13. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
14. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- e. **For the Contractor:**

Name: Jason Mirabito
Phone: (607) 352-2800
Email: jason.mirabito@mirabito.com

- f. **For the State:**

Name: Kyle Emerson, State Purchasing Agent
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: (802) 249-7394
Fax: (802) 828-2222
Email: kyle.emerson@vermont.gov

15. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the requesting agency.
6. Following delivery of the items each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for all Contracts and Purchases of Products and Services Using Federal Funds

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

EXHIBIT A1 - FUEL MARKUP PRICING

45877 Mirabito Holdings, Inc. dba Mirabito Energy Products

Town Name	County	Fuel Type	Delivery Method	Vendor Markup
Arlington	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Bennington	Bennington	#2 Fuel Oil	Motor Transport	\$0.0389
Brattleboro	Windham	#2 Fuel Oil	Tank Wagon	\$0.0789
Dorset	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Duxbury	Washington	#2 Fuel Oil	Motor Transport	\$0.0789
Glastenbury	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Landgrove	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Manchester	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Montpelier	Washington	#2 Fuel Oil	Motor Transport	\$0.0990
Peru	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Pownal	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Rupert	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Sandgate	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Searsburg	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Stamford	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Sunderland	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Winhall	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Woodford	Bennington	#2 Fuel Oil	Tank Wagon	\$0.5500
Arlington	Bennington	Diesel	Tank Wagon	\$0.4500
Bennington	Bennington	Diesel	Tank Wagon	\$0.4500
Dorset	Bennington	Diesel	Tank Wagon	\$0.4500
Glastenbury	Bennington	Diesel	Tank Wagon	\$0.4500
Landgrove	Bennington	Diesel	Tank Wagon	\$0.4500
Manchester	Bennington	Diesel	Tank Wagon	\$0.4500
Montpelier	Washington	Diesel	Motor Transport	\$0.0990
Peru	Bennington	Diesel	Tank Wagon	\$0.4500
Pittsford	Rutland	Diesel	Motor Transport	\$0.8760
Pownal	Bennington	Diesel	Tank Wagon	\$0.4500
Readsboro	Bennington	Diesel	Tank Wagon	\$0.4500
Rupert	Bennington	Diesel	Tank Wagon	\$0.4500
Sandgate	Bennington	Diesel	Tank Wagon	\$0.4500
Searsburg	Bennington	Diesel	Tank Wagon	\$0.4500
Shaftsbury	Bennington	Diesel	Tank Wagon	\$0.4500
Stamford	Bennington	Diesel	Tank Wagon	\$0.4500
Sunderland	Bennington	Diesel	Tank Wagon	\$0.4500
Winhall	Bennington	Diesel	Tank Wagon	\$0.4500
Woodford	Bennington	Diesel	Tank Wagon	\$0.4500
Pownal	Bennington	LP Gas	Tank Wagon	\$0.7500
Searsburg	Bennington	LP Gas	Tank Wagon	\$0.7500
Stamford	Bennington	LP Gas	Tank Wagon	\$0.7500
Winhall	Bennington	LP Gas	Tank Wagon	\$0.7500
Arlington	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Bennington	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Dorset	Bennington	Bio Diesel	Tank Wagon	\$0.6500

45877 Mirabito Holdings, Inc. dba Mirabito Energy Products

Town Name	County	Fuel Type	Delivery Method	Vendor Markup
East Dorset	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Glastenbury	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Landgrove	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Manchester	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Peru	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Pownal	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Readsboro	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Rupert	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Sandgate	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Searsburg	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Shaftsbury	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Stamford	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Sunderland	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Winhall	Bennington	Bio Diesel	Tank Wagon	\$0.6500
Woodford	Bennington	Bio Diesel	Tank Wagon	\$0.6500