

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 AmeriGas Propane L.P., with a principal place of business in King of Prussia, PA (the "Contractor") that the contract between them originally dated as of September 1, 2023, Contract #46573, 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 \$40,000.00 to \$70,000.00, representing an increase of \$30,000.00.
- 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>.
- III. **State and Federal Terms for Products and Services.** The "STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction)" is hereby deleted in its entirety and replaced as set forth in 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>

This document consists of 7 pages. Except as modified by this Amendment No. 1, 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**

**AMERIGAS PROPANE L.P.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Wanda Minoli

**Name:** \_\_\_\_\_

**Title:** Commissioner – Buildings & General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

(Revision date: *December 30, 2024*)

### **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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT-** this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

**SUSPENSION AND DEBARMENT** - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

**BYRD ANTI-LOBBYING CERTIFICATION** - The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its 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.

**DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited

to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.**

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

## **SUBCONTRACTS**

Contractor shall include all above provisions of the “State of Vermont - Federal Terms Supplement (Non-Construction)” Attachment in all subcontracts for work performed related to this contract.

## **WHISTLEBLOWER PROTECTIONS**

Contractor shall comply with 41 U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce. This clause must be passed down to subcontractors and grantees.

## **FAIR EMPLOYMENT PRACTICES**

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22. This clause must be passed down to subcontractors and grantees.

## **FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE**

Contractor must comply with the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the foregoing, and comply with all other federal statutes, regulations, and executive orders, including generally applicable environmental laws and regulations. This clause must be passed down to subcontractors and grantees.

## **UNIFORM GUIDANCE**

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury’s guidance. This clause must be passed down to subcontractors and grantees.

**INCREASING SEATBELT USE**

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997). This clause must be passed down to subcontractors and grantees.

**REDUCING TEXTING WHILE DRIVING**

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009). This clause must be passed down to subcontractors and grantees.

## STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Buildings and General Services (hereinafter called “State”), and AmeriGas Propane L.P., with a principal place of business in King of Prussia, PA, (hereinafter called “Contractor”). Contractor’s form of business organization is a limited partnership. 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 propane gas. 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 \$40,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on September 1, 2023 and end on August 31, 2025 with an option to renew for two 12-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 12 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:  
  
Date: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
  
Name: Jennifer M.V. Fitch  
          Commissioner - Buildings and  
Title:                           General Services

By the Contractor:  
  
Date: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
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. 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 insure 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.
- 3. Expedited Service Pricing

|   |          |
|---|----------|
| Delivery fee for emergency / same-day service | \$150.00 |
| Delivery fee for next-day service             | \$95.00  |

4. Contact Information

Contacts for expediting State of Vermont contract orders

|           |                   |                                  |                                |
|-----------|-------------------|----------------------------------|--------------------------------|
| Contact 1 | Andrew Fedynyshyn | (610) 952-7198<br>(610) 768-7608 | andrew.fedynyshyn@amerigas.com |
| Contact 2 | Margarita Serrano | (610) 768-6677                   | margarita.serrano@amerigas.com |

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

|           |                   |                                  |                                |
|-----------|-------------------|----------------------------------|--------------------------------|
| Contact 1 | Andrew Fedynyshyn | (610) 952-7198<br>(610) 768-7608 | andrew.fedynyshyn@amerigas.com |
| Contact 2 | Gabrielle Turano  | (888) 528-9475<br>x13143         | gabrielle.turano@amerigas.com  |

**5. 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.
6. **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.
7. **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:

| <b>Reporting Period</b>  | <b>Report Due</b> |
|--------------------------|-------------------|
| 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.
8. **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.
9. **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.
10. **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.
11. **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: Andrew Fedynyshyn  
Phone: (610) 952-7198  
Email: [andrew.fedynyshyn@amerigas.com](mailto:andrew.fedynyshyn@amerigas.com)

f. *For the State:*

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

## 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.
7. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

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



## ATTACHMENT D

### 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.

**EXHIBIT A1 - FUEL MARKUP PRICING**

46573 Amerigas

| Location                          | Address                         | Fuel Type | Vendor Markup |
|-----------------------------------|---------------------------------|-----------|---------------|
| Asa Bloomer State Office Building | 88 Merchants Row, Rutland       | LP Gas    | \$0.635       |
| New Haven State Police Barracks   | 2490 Ethan Allen Hwy, New Haven | LP Gas    | \$0.635       |