

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

April 25, 2018

NOTICE OF CONTRACT-REVISION
(UPDATE PURCHASING AGENT NAME)

COMMODITY: #6 FUEL OIL, SUPPLY AND DELIVER

CONTRACT NO.: 8002246

NIGP CODE: 405-1238

CONTRACTOR: **Sprague Operating Resources** Vendor No. 174222
185 International Drive
Portsmouth, NH 03801

Order Placement: Email: contractmgmt@spragueenergy.com
Phone: 800-880-6037
Contact: Taylor Hudson
Phone: 603-430-5397

CONTRACT PERIOD: NOVEMBER 1, 2017 THROUGH OCTOBER 31, 2020

CONTRACT USAGE: This contract is for New Hampshire Hospital as referenced below.

PAYMENTS: Payments shall be made via ACH.

QUESTIONS: Ryan Aubert, Purchasing Agent
(E) Ryan.Aubert@NH.Gov
(P) 603-271-0580

CONTRACT PRICE, RATES and PAYMENT TERMS:

AGENCY	LOCATION	AGENCY CONTACT	MAX SULFUR	TANK SIZE (GALLON)	DISCOUNT FROM INDEX PRICE
NH Hospital*	Concord, NH	Gerard Fraher 603-271-5270	0.50%	2-20,000	\$-6.9408/BBL

*Special requirements: 20' hose required, pump truck required, delivery between 7:00 am and 2:00 pm only

INDEX PRICE: Boston, MA LOW price, as posted in the Daily Petroleum Prices section of the OPIS "Oil Price Daily" publication on the Date of Delivery

INVOICING:

Invoicing shall be to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

Payment shall be due within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction.

Location remit address: New Hampshire Hospital, 36 Clinton Street Concord, NH 03301 Attn: Maintenance

DELIVERY:

Agencies shall contact the contractor and coordinate deliveries.

1. Deliveries are to be made within twenty-four (24) hours of order placement provided the order is received before 12:00 noon; orders received by contractor after 12:00 noon may take an additional day to deliver if approved by the ordering agency. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.
2. Deliveries shall be made between the hours of 7:00 am and 2:00 pm. Requesting agency and contractor may pre -arrange deliveries beyond the 24-hour requirement to suit delivery needs, at the mutual agreement of contractor and requesting agency.
3. State agencies require all contractors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Delivery load slips must be left at each delivery site. Dip stick readings shall be accurate within 1/8" inch per *State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03"* or the most recent revision.
4. Most underground tanks are equipped with 4" tight fill adapters. Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. Should a spill occur during delivery or contractor should deliver the wrong product to tanks, the contractor assumes all responsibility and liability for spill, clean-up and/or cleaning of tank and the delivery driver shall report the incident to onsite agency personnel immediately.
5. **EMERGENCIES** - Bidder further agrees to deliver in less time in case of emergencies to the best of his ability. If delivery requirements are not met for any product requested, the State reserves the right to purchase elsewhere, charging any additional costs to the original contractor.
6. The State reserves the right to make changes and additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of #6 fuels as it may deem necessary during the contract period.
7. Deliveries will be made in minimum sixty-five hundred (6,500) calibrated gallon loads, F.O.B. destination.

DELIVERY – TANK CONTAMINATION:

If contractor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (IE #6 fuel and gasoline etc.), the contractor shall take the following steps to correct the situation:

- The contractor that delivered the product to the wrong tank shall contact the agency owning the fuel tank to convey the situation as soon as the contractor becomes aware of the situation.
- The Contractor shall then pump out the total contents of the contaminated tank, both existing product and the newly delivered product.
- The contractor shall replace the total volume of the product pumped out charging the state for only the original volume requested.
- The contractor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product
- the contractor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP by the state agency

SPECIFICATION COMPLIANCE:

It is mutually agreed that if the #6 fuel (all percentage of sulfur) furnished and delivered by the contractor to the State of New Hampshire, does not conform to the standard specifications included in this bid, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said contract holder. The contractor will be responsible for removing the non-conforming fuel. The State may request an analysis, from an approved laboratory, of the fuel delivered at no cost to the State.

PRODUCT TESTING:

The State reserves the right to test any fuel product delivered to any fuel location during the contract term for compliance to the product ordered or the specifications and standards herein. If the results of any such test performed determine that the product sold, furnished and delivered to any State location(s), does not meet the specifications of the product ordered or the specifications and standards established by the State of New Hampshire and/or the Federal Government, the vendor responsible for the **error** will be reported to the NH Department of Environmental Services and held responsible for removing the incorrect product from the delivery location, cleaning of the tank if necessary, delivering the correct product and paying all charges associated with the error including the testing procedure. While the error condition exists, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the original Contractor. The contractor responsible for the error would also be subject to the relative "default" conditions.

#6 OIL REPRESENTATIVE SPECIFICATIONS

<u>TESTS</u>	<u>TEST METHOD</u>	<u>MIN.</u>	<u>MAX.</u>
<u>APPLIES TO ALL SULFUR GRADES*:</u>			
API GRAVITY @ 60 DEGREE F	ASTM D 4052	10	24.9
FLASH POINT, F PMCC	ASTM D93B	150	
POUR POINT, DEGREE F	ASTM D97 OR 97A		60
ASH, WT. %	ASTM D482		0.1
BS&W, VOL. %	ASTM D1796		1
<u>APPLIES TO .5% SULFUR, MAX.:</u>			
VISCOSITY, SSF @ 122 DEGREE F	ASTM D2161 OR D445	25	250
VANADIUM (PPM)	SOL/DIL		250
SULFUR, WT. %	ASTM D4294		0.5

ALL PRODUCTS MUST COMPLY WITH STATE OF NEW HAMPSHIRE DES REGULATION: "ENV-A 1600" AND NH RSA "125-C:10-d" OR MOST RECENT REVISION. Utilize links below to view NH RSAs and DES Regulations.

http://www.gencourt.state.nh.us/rules/state_agencies/env-a1600.html

<http://www.gencourt.state.nh.us/rsa/html/X/125-C/125-C-mrg.htm>

- The #6 oil delivered shall be homogeneous hydrocarbon oils, free from inorganic acids, petrochemicals, processed waste oils, including but not limited to caustics or acids and excess amounts of solids or fibrous foreign matter.
- #6 Fuel oil is to be billed on a temperature correction of 60°F (degrees Fahrenheit) and shall conform to the most recent governing Federal and State standards and current regulations.
- In the event of a change in the federal or state standard, the sulfur content will not exceed that which is mandated.

USAGE REPORTING:

Contractor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and/or Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased/Delivered