NOTICE OF CONTRACT

COMMODITY: FUEL, PROPANE, Supply and Deliver

CONTRACT NO.: 8002518

NIGP CODE: 405-0300

CONTRACTOR: Rymes Propane & Oil Company Vendor #: 177233
64 Primrose Drive N.
Laconia, NH 03246

Contact: Kerry Mattson
Phone: 603-524-1421
Email: kerrym@rymes.com

CONTRACT PERIOD: August 1, 2019 through July 31, 2021

ORDERING: Orders are to be placed directly to the Contractor.

DELIVERY: Not to exceed 3 days after receipt of order; deliveries to be coordinated between agency and the Contractor.

LOCATIONS: See attached spreadsheet

PRICING: See attached spreadsheet for individual location pricing.

PAYMENT: Payments shall be made via ACH. Use the following link to enroll with the State Treasury: http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P

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

DELIVERY SLIPS:
Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below.
- Quantity of product delivered;
- Description of product delivered;
- Date of delivery;
- Tank I.D. number if available;
- Delivery location, agency and physical address;
- State contract number.
- Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time.

DELIVERY - “WILL CALL” OR “AUTOMATIC”:
1. There are locations stated on the attached location sheets that require “automatic delivery” and some do not. If they are not marked as automatic delivery, it shall be assumed they are will call locations.
2. Agencies wishing to change location delivery status from will call to automatic delivery shall contact the account vendor in writing and request the delivery format change. Agencies shall also provide the necessary previous delivery history data.

DELIVERY - WILL CALL REQUIREMENTS - STATE AGENCY RESPONSIBILITIES:
1. To assist in a smooth delivery operation, the ordering agency is required to routinely monitor propane levels. Once propane level reaches 30%, agency shall schedule propane delivery.
2. If propane supply reached levels unable to support 72 hours of operation, an emergency delivery may be called in. Emergency delivery schedule must be coordinated between agency and vendor staff.

DELIVERY - WILL CALL REQUIREMENTS - VENDOR RESPONSIBILITIES:
1. Delivery requests for "will call" locations that have run out of propane must be completed within 72 hours of order, regardless of delivery schedule.
2. Emergency deliveries to "will call" locations who have run out of propane will be delivered on the same day, unless otherwise indicated by the ordering agency.

DELIVERY - AUTOMATIC REQUIREMENTS – VENDOR RESPONSIBILITIES:
Contractor shall manage the fuel levels in each automatic delivery required location. The tank(s) shall be managed in such a manner that the individual tank will not run out of fuel. If for any reason a tank runs dry, the contractor will be responsible to:
1. Immediately refuel tank
2. Restart any or all boilers / furnaces and or water heaters affected and perform any boiler / furnace maintenance required due to the fuel outage
3. Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, frozen coils, water damage, etc.

DELIVERY - AUTOMATIC REQUIREMENTS – STATE AGENCY RESPONSIBILITIES:
1. To assist in a smooth delivery operation (especially at the beginning of a new contract with a new delivery company), the ordering agency shall provide the contractor with (1 years previous delivery history data) so the contractor may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previous contract vendor.
2. Agencies shall monitor their fuel tank consumption for the first 4 months of a new contract to be sure they do not run out while the “automatic delivery” program builds a consumption history.

DELIVERY – EMERGENCIES:
Contractor further agrees to deliver in less time in case of emergencies to the best of the contractor’s ability. If delivery requirements are not met, the requesting agency reserves the right to purchase elsewhere, charging any additional costs back to the original vendor.

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:
All delivery personnel will adopt the following safety procedures when making deliveries to any State location:

1. Exercise caution when maneuvering to avoid damage to containment walls.
2. Inspect tank, fittings and liquid level indicator prior to filling.
3. Place drip pans under all hose fittings prior to loading or unloading.
4. Block truck wheels before starting to load or unload.
5. Remain with the vehicle while loading or unloading.
6. Drain loading or unloading line to storage tank when loading or unloading is complete.
7. Verify that all drain valves are closed before disconnecting loading or unloading lines.
8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite State personnel.
10. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the bidder assumes all physical and financial responsibility, as well as, all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

DELIVERY - SPECIFIC REQUIREMENTS FOR THE ADJUTANT GENERALS DEPARTMENT:
All locations listed in the bid offer section under the “adjutant general” department column requires that in the case of overfilling an underground location which will set off the alarm, the vendor agree to return to the delivery site within 24 hours and pump out the excess fuel until the alarm sets. This action will be at the vendor’s sole expense and cost.

INVOICING:
Invoicing shall be done on the basis of each delivery per location. Contractor shall render separate invoices for each delivery to the State department or agency to which delivery is made. Invoices shall indicate all data stated below at minimum:
1. Proper remit address
2. Description of product delivered
3. Date of delivery
4. Tank I.D. number if available
5. Delivery location, agency and physical address
6. State contract reference number
7. Contract price per gallon, index price plus (mark up or fixed as stated in offer section), on date of delivery
8. PERC fee charged
9. Contractor may offer a cash discount for earlier payment on invoices

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:
When deliveries are required on weekends, (between 12:01 am Saturday and 12:00 pm midnight Sunday) invoices for those delivery dates will be calculated against the posted journal price on the previous Friday. If deliveries occur on a holiday that falls in the middle of the week (EXAMPLE: THANKSGIVING IS OBSERVED ON A THURSDAY), invoices for those delivery dates will be calculated against the posted price on the previous business day.

<table>
<thead>
<tr>
<th>NEW YEARS DAY</th>
<th>MARTIN LUTHER KING DAY</th>
<th>PRESIDENTS DAY</th>
<th>MEMORIAL DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDEPENDENCE DAY</td>
<td>LABOR DAY</td>
<td>VETERAN’S DAY</td>
<td>THANKSGIVING DAY</td>
</tr>
<tr>
<td>DAY AFTER THANKSGIVING</td>
<td>CHRISTMAS DAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>