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

March 17, 2020

NOTICE OF CONTRACT

COMMODITY: **#2 FUEL & HEATING KEROSENE – Districts 1, 2**

CONTRACT #: **8002534**

NIGP: 405-1200

CONTRACTOR: CN Brown Co.
PO Box 200
South Paris, ME 04281

Vendor#: 177123

CONTACT PERSON:
Tel. No.: 207-743-9212 or 800-432-4211
Fax No.: 207-743-8357

Contact Person: John Wheeler
Contact e-mail: info@cnbrown.com

EFFECTIVE FROM: September 1, 2019 through August 31, 2021

PRICING: **Index + Mark-up**

MARK-UP: **Per location, as listed on attachment "#2 Fuel Master"**

INDEX: **#2 fuel:** Boston, MA LOW price as posted in the "NO. 2 OIL" column in the Daily Petroleum Prices section of the OPIS "Oil Price Daily" publication.

Fuel pricing is emailed weekly; to be added or removed from emails, please contact Ryan Aubert.

PAYMENTS: Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with awarded vendor.

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

ORDERING: Agencies shall place orders directly with contractor.

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

BURNER SERVICE AND REPAIR:
Not available

DELIVERY SLIPS: Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below:

- The quantity of product delivered
- Description of product delivered
- Date of delivery
- Tank I.D. number if available
- Delivery location, agency and physical address
- Delivery driver shall make reasonable effort to obtain signature by agency ; if no one is available to sign, driver shall sign delivery slip to include date and time
- Contractor may offer a cash discount for earlier payment on invoices

INVOICING:

Invoicing shall be to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the contractor and agency (example: monthly invoice). Invoices must be sent to the State department or agency to which the delivery is made. Contractor(s) may email invoices, however it is the contractor's responsibility to obtain the proper email address prior to submitting invoices via email.

It will be the responsibility of the contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of RFB 2181-19 and this contract. The State will make all efforts to pay all accurate and complete invoices within the payment term stated; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Contractors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the contracted price shall be considered a discount, unless the ordering Agency is notified as referenced in the "Returned Product/Incorrect Invoices or Deliveries" section below.

Invoices shall indicate all data stated below; Item 8 may be itemized by tax/fee or shown in total titled "Environmental Fees" and shown on each invoice

1. The quantity delivered
2. Description of product delivered
3. Date of delivery
4. Dip stick reading before and after delivery
   - 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
5. Tank I.D. number (if available)
6. Delivery location, agency and physical address
7. Contract price per gallon as stated in offer section
8. All Current taxes and fees

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 Oil Price Daily price on the **previous** Friday or next business day. 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 **next** business day. State of New Hampshire observed holidays:

NEW YEARS DAY	MARTIN LUTHER KING DAY	PRESIDENTS DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY	VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS DAY		

RETURNED GOODS:

The successful Vendor(s) shall resolve all order and invoice discrepancies within five (5) business days from notification. Product(s) returned due to quality issues, duplicate shipments, incorrect delivery locations, etc. must be pumped-out by the Vendor within ten (10) business days of notification with no additional charges, and must be replaced with specified products (if required) or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

FEES AND TAXES:

Any and all relevant fees and taxes that are in place at the time of the contract inception shall be included in the markup offered by the Contractor. This includes any environmental, superfund, transportation or excise tax

or fees, which the Contractor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax (i.e. **OPC, LUST, FOD, NORA** etc.) if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire Department of Administrative services shall provide a Certificate of Exemption at the written request of the Contractor in support of a claim for credit or payment under section #6427 of the Internal Revenue Code. The supplied exemption certificate(s) shall not apply to those Political sub-divisions, school buses, qualified local buses or other qualified entities that choose to "participate" under the RSA 21-I provision.

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances where sub-sections of an agency shall need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required, as if an account already exists for them.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS:

DELIVERY PROCEDURES AND REQUIREMENTS, APPLIES TO ALL TRANSACTIONS:
State Agencies shall contact contractor and coordinate deliveries.

1. All Deliveries will be made within **three (3**) calendar days after receipt of order, regardless of method of delivery (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that contractors are a 365-day delivery operation.

2. **DIPPING TANKS** - State agencies require all contractors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring"*

3. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

4. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters (exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills**.** If a spill should occur during delivery, **to the extent such spill is caused by the acts or omissions of the contractor or its agents,** 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 will report the incident to onsite agency personnel immediately. Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the contractor to return to the **site within 24 hours of overfilling incident** to pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the contractors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

5. 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, **to the extent such spill is caused by the acts or omissions of the contractor or its agents,** or contractor should deliver product to the wrong tank, the contractor assumes all physical and financial responsibility, as well as, all liability for any spill, clean-up, cleaning of tank and refilling with the proper product to the level existing prior to the delivery incident all corrective action will take place immediately upon incident awareness.

6. **EMERGENCIES** – Emergency fuel delivery policy for "will call" status accounts:
   a. Contractor agrees to deliver in less than the standard time **in case of emergencies** to the best of contractor's ability.
   b. Should an emergency request be placed during non-working hours (5:00 pm – 7:00 am EST. Monday

through Friday including state observed holidays, or weekends), the contractor shall be allowed to charge a service call charge equal to the company's standard service call charge for the time frame stated. This service call charge will be in addition to the charge for the fuel delivered at the contract price per contract terms and conditions.

c. If the emergency request cannot be met by the Contractor, the requesting agency reserves the right to purchase elsewhere, charging any additional costs over and above the original contractors cost back to the original Contractor.

d. The Contractor will be financially responsible for replacement of any State property, which is damaged by the Contractor's employees or any personnel or company acting on the Contractor's behalf.

SAFETY REQUIREMENTS AND PROCEDURES (PERTAINS TO ALL IN GROUND TANKS):

All fuel delivery personnel will adopt the following safety procedures when making deliveries to any State site:

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 unloading.
4. Block truck wheels before starting to unload.
5. Remain with the vehicle while unloading.
6. Drain loading or unloading line to storage tank when unloading is complete.
7. Verify that all drain valves are closed before disconnecting unloading lines.
8. Inspect vehicle before departure to be sure all unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite agency personnel.
10. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc) while unloading product.
11. Delivery personnel shall clean the manhole of any product they may have spilled during delivery.

DELIVERY – "AUTOMATIC":

There are locations on the attached location listing that require "automatic delivery". **If nothing is stated, it shall be assumed they are "will call" locations.** Agencies wishing to change location delivery status from "will call" to "automatic delivery" or vice versa shall contact the Contractor **in writing** to request the change.

AUTOMATIC DELIVERY REQUIREMENTS – STATE AGENCY RESPONSIBILITIES

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 the previous delivery history data, upon request (1 year worth of consumption is preferable) so the contractor may provide the delivery service in an accurate and efficient manner. This history data is also available by request from the previous contractor. Agencies should monitor their fuel tank consumption for the first 3 months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

AUTOMATIC DELIVERY REQUIREMENTS – CONTRACTOR RESPONSIBILITIES

The successful contractor shall manage the fuel levels in each "automatic delivery" required location. The tank 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 successful contractor will be responsible to:

- Immediately refuel tank
- Restart any or all boilers affected and perform any boiler maintenance required due to the fuel outage
- Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, water damage, etc.

DELIVERY – "AFTER HOURS DELIVERY", AGENCY AND CONTRACTOR RESPONSIBILITIES:

Contractor **will not** assume deliveries made outside of the specified time frames (after hours delivery) are acceptable without permission from the State agency. Many facilities have security measures in place to prevent after hours traffic on the property. Communication between contractor and agency shall take place to allow for "after hours delivery". Ordering **State Agencies** shall comply where possible with the contractor's request for "after hour's delivery" provided reasonable notice of the request is supplied. Request for "after hour's delivery" should be isolated instances stemming from unforeseen circumstances and not considered standard delivery procedure.

DELIVERY – SPECIFIC REQUIREMENTS FOR THE ADJUTANT GENERALS DEPARTMENT:

All Locations listed under the "Adj. General" department column requires that in the case of overfilling an underground location which will set off the alarm, the contractor agrees 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 contractor's sole responsibility and expense.

MINIMUM ORDERS (SHALL APPLY TO WILL-CALL LOCATIONS ONLY):

DELIVERY FEE MATRIX FOR "#2 FUEL/KEROSENE DELIVERIES		
TANK SIZE	**MINIMUM GALLONS DELIVERED**	**LESS THAN MINIMUM QTY DELIVERED FEE**
≤ 330 GALLON TANK	100 GALLONS	$50 FEE
331 - 1000 GALLON TANK	150 GALLONS	$50 FEE
1001 - 3000 GALLON TANK	450 GALLONS	$50 FEE (PT)
3001 - 6000 GALLON TANK	1000 GALLONS	$50 FEE (PT)
6001 - 8000 GALLON TANK	2000 GALLONS	$50 FEE (PT)/ $100 (TT)
8001+ GALLON TANK	3000 GALLONS	$75 FEE (PT)/ $150 (TT)
TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE ATTACHED LOCATION LISTING UNDER "TANK SIZE"		
IF LOCATION HAS 2 OR MORE TANKS PIPED TOGETHER, THEN THE TANK SIZE IS BASED ON THE TOTAL OF ALL COMBINED TANKS.		
FEES & CALCULATIONS ARE BASED AGAINST EACH DELIVERY REGARDLESS OF HOW MANY ARE ON A SINGLE SITE OR COMPLEX		

PRODUCT TYPES, SPECIFICATIONS AND COMPLIANCE

SPECIFICATION – FUEL PRODUCT REQUIREMENTS: In the event of a change in the federal standard, the sulfur content will not exceed that which is mandated by the Federal Government.

- All #2 fuel furnished shall conform to ASTM standards (#2 FUEL - D-396-08B and referenced documents) or most recent revision. The maximum sulfur content shall not exceed 0.4% or as indicated by the most recent ASTM standard.

- All K-1 kerosene fuel furnished shall conform to ASTM standards (K-1 kerosene - D-3699-02 and referenced documents) or most recent revision. The maximum sulfur content shall not exceed 0.04% or as indicated by the most recent ASTM standard.

- In the event of a change in the federal standard, the sulfur content will not exceed that which is mandated by the Federal Government.

PRODUCT COMPLIANCE:
It is mutually agreed that if the #2 heating oil, and K-1 kerosene furnished and delivered by the successful contractor to the State of New Hampshire, does not conform to the standard specifications, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the Contractor. 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. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

PRODUCT TESTING:
The State reserves the right to test any fuel product delivered to any of the fuel locations stated within this solicitation or any locations added to the resulting contract over its 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 locations, **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 Contractor 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 Contractor. The contractor responsible

for the **error** would also be subject to the relative "default" conditions.

USAGE REPORTING:

The contractor shall submit a quarterly and annual usage report for analysis to determine contract compliance. The consumption report shall include transaction history for the previous quarter and in total since contract inception. The reports shall be received by the 15th day of the month for the previous quarter's activity. The first report shall be due by December 15th, 2019 with subsequent reports due every three (3) months thereafter. The report shall include the following data at a minimum:

- District number
- Physical location with Tank ID (if available)
- Agency, and Division/Bureau name (if applicable)
- Date of delivery
- Gallons delivered
- Product type
- Total gallons delivered to date

Reports shall be emailed to: Ryan Aubert, Purchasing Agent
(E) Ryan.Aubert@NH.Gov
(P) 603-271-0580