

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

Date: October 1, 2020

NOTICE OF CONTRACT

COMMODITY: FUEL, DIESEL – Pedal Truck, Off Road, Premium

CONTRACT NO.: 8002724

NIGP: 405-1500

VENDOR: Taylor Oil Northeast, Inc.
176 Centre Street
Holbrook, MA 02343

VENDOR # : 211075

CONTACT PERSON(S): Mark O’Leary
Tel. No.: 781-767-5400
E-Mail: Moleary@tayloroilco.com

EFFECTIVE FROM: October 1, 2020 through September 30, 2022

PRODUCTS & PRICING: **Off Road: “Oil Price Daily” rack price*** (Portsmouth, NH low post ULSD Premium on date of delivery), **plus mark-up**. From approximately **October through March** the ULS Diesel rack price shall be the Portsmouth, NH **high** post to allow for winter diesel blend shift.
District 6 mark-up = \$0.3500

Additive Premium Diesel: “Oil Price Daily” rack price* (Portsmouth, NH low post ULSD Premium on date of delivery), **plus mark-up**. From approximately **October through March** the ULS Diesel rack price shall be the Portsmouth, NH **high** post to allow for winter diesel blend shift.
District 5 mark-up = \$0.3500

*All rack pricing is emailed weekly, to be added or removed from this mailing please email Ryan Aubert with your contact information.

PAYMENT & TERMS: Payments shall be made via ACH*.

INVOICING & PAYMENTS: Invoices shall be sent to the using agency under agreement. See invoicing on page 5 for further details.

DELIVERY TIME: Within 48 hours after receipt of order.

QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@DAS.NH.Gov

AGENCY ORDERING PROCEDURE & RESPONSIBILITIES - GENERAL

State agencies will place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they

may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

It will be the ordering agencies responsibility to make sure the volume of fuel ordered for that tank location will fit in the tank upon delivery.

If the ordering agency requests "automatic delivery" for their tank location, it will be the responsibility of the agency to provide the Contractor with the necessary usage data so the Contractor may provide service in an accurate and efficient manner. Agencies wishing to change delivery status from will call to automatic or vice versa shall contact the contractor **and** the purchasing agent **in writing** to request the change.

The ordering agency will make sure the delivery location is clear and accessible so Contractor may make delivery without delay. This includes, but is not limited to: removing any vehicle(s) or equipment parked in or near delivery site; plowing, sanding and/or salting the delivery location as needed to provide reasonable traction and maneuverability.

STANDBY GENERATOR ACCOUNTS

All standby generators are to be considered will call accounts.

MINIMUM DELIVERY IN GALLONS FOR STANDBY GENERATORS

Agencies shall contact the contractor for fuel delivery when the agency deems it necessary. Agencies are responsible for reviewing the volume of fuel in the generator fuel tank prior to placing an order to be sure it will accept the minimal amount.

Deliveries accepting less than the minimum amount for the generator tank size shall utilize the following minimum delivery fee chart when calculating invoices for said deliveries.

DELIVERY FEE MATRIX FOR STANDBY GENERATOR DELIVERIES (WILL-CALL ONLY)			
LINE	TANK SIZE	MINIMUM GALLONS DELIVERED	LESS THAN MINIMUM QTY DELIVERED FEE
1	≤ 150 GALLON TANK	50 GALLONS	\$100 FEE
2	151 - 300 GALLON TANK	75 GALLONS	\$100 FEE
3	301 - 500 GALLON TANK	100 GALLONS	\$100 FEE
4	501 - 750 GALLON TANK	150 GALLONS	\$100 FEE
5	751 – 1,000 GALLON TANK	200 GALLONS	\$100 FEE
6	1001 – 2500 GALLON TANK	250 GALLONS	\$100 FEE
7	2500+ GALLON TANK	250 GALLONS	\$100 FEE
<p>A - TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE"</p> <p>B - IF GENERATORS THAT HAVE 2 OR MORE TANKS PIPED TOGETHER, THEN THE TANK SIZE IS BASED ON THE TOTAL OF ALL COMBINED TANKS.</p> <p>C - FEES & CALCULATIONS ARE BASED AGAINST EACH GENERATOR DELIVERY REGARDLESS OF HOW MANY ARE ON A SINGLE SITE OR COMPLEX</p> <p>D - THIS PRICE/FEE SCHEDULE APPLIES TO "STANDBY GENERATOR" ACCOUNTS ONLY</p>			

DELIVERY POLICY, PROCEDURES & REQUIREMENTS

1. All Deliveries will be made **within 48 hours 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 bidders 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" or the most recent revision.
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 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.
5. **OVERFILLS** - 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, 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.
6. The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where said contractor has a contract at no additional cost to the State.
7. **EMERGENCIES** – Contractor(s) further agrees to deliver in less time **in case of emergencies** to the best of his ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original contractor.
8. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of diesel fuel, as it may deem necessary, during the contract period.
9. The use of a private carrier to make delivery **does not** relieve the successful bidder from the responsibility of meeting the delivery requirement.

DELIVERY SLIPS: Delivery slips shall be left at each delivery location. Delivery slip shall indicate, **at minimum**, all data listed:

- 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 or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time
- Bidder may offer a cash discount for earlier payment on invoices

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

All fuel 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 personnel.
10. In a case where the leak, spill or overfill takes place at a **DOT fuel distribution location**, in addition to reporting the incident to onsite personnel, delivery personnel will contact **agency immediately @ 603-271-6862**.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc) while unloading product.
12. Delivery personnel shall clean the manhole of any product they may have spilled during delivery.

DELIVERY – TANK CONTAMINATION:

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

1. 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 must resolve all order and invoice discrepancies within five (5) business days from notification.
2. The Contractor shall then pump out the total contents of the contaminated tank, both existing product and the newly delivered product.
3. It shall be the contractors responsibility and cost to properly dispose of the contaminated fuel and clean the tank
4. The contractor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered.
5. The contractor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product
6. 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

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 shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoices must be sent to the State department of agency to which the delivery is made.

Contractor may email invoices to the remit address, but it is the contractor's responsibility to obtain the proper email address prior to electronic delivery. Invoicing for eligible participants will be in accordance with their individual requirements.

It is the responsibility of the contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract bid. Inaccurate or incomplete invoices will be returned to the contract bidder with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this bid; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment. The contractor must resolve all order and invoice discrepancies within five (5) business days from notification. Contractor may pass on discounts to the State of New Hampshire. Invoices with pricing lower than the "Oil Price Daily" posting, plus mark-up shall be considered a discount if notification to the agency, and a revised invoice are not provided within 5 business days.

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Invoices shall indicate the following data:

- The quantity delivered
- Description of product delivered
- Date of delivery
- Dip stick reading before and after delivery
 - Dip stick readings will be accurate within 1/8" inch per State of New Hampshire "Water Supply Pollution Control Commission Regulation Env-Or 406.03 or the most recent revision"
- Tank I.D. number if available
- Delivery location, agency and physical address
- Contract price per gallon

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. If deliveries occur on a State holiday that falls in the middle of the week (EXAMPLE: CHRISTMAS WAS OBSERVED ON A THURSDAY IN 2014), invoices for those delivery dates will be calculated against the posted price on the previous business day.

other documentation with terms such as premium, super, supreme, plus, or premier must conform to the following requirements:

- a) **Cetane Number.** - A minimum cetane number of 45.0 as determined by ASTM Standard Test Method D 613.
- b) **Low Temperature Operability.** - A cold flow performance measurement which meets the ASTM D 975 tenth percentile minimum ambient air temperature charts and maps by either ASTM Standard Test Method D 2500 (Cloud Point) or ASTM Standard Test Method D 4539 (Low Temperature Flow Test, LTFT). **Low temperature operability is only applicable October 1 - March 31 of each year.**
- c) **Thermal Stability.** - A minimum reflectance measurement of 80% as determined by ASTM Standard Test Method D 6468 (180 min, 150 °C).
- d) **Lubricity.** - A maximum wear scar diameter of 520 microns as determined by ASTM D 6079. If an

enforcement jurisdiction's single test of more than 560 microns is determined, a second test shall be conducted. If the average of the two tests is more than 560 microns, the sample does not conform to the requirements of this part.

1. Successful bidder(s), at their expense shall furnish, upon request for the state agency, an analysis from an approved laboratory of the fuel delivered to any state location.
2. Successful bidder(s) may utilize other distributors for supply and/or delivering Premium Ultra low sulfur diesel, Ultra low sulfur diesel or ultra low sulfur kerosene with prior written approval from the Administrator of the Bureau of Purchase and Property. Such approval will not warrant any increase in the State's purchasing price.

Successful bidder(s) guarantees to be the base supplier if necessitated by imposition of the State of federal allocation plans.

3. Successful bidder(s) is responsible for replacement of any State property that is damaged by the bidder(s) employees.

NH DOT PREMIUM DIESEL PROGRAM:

The NH Department of Transportation Bureau of Fuel Distribution manages all Locations shown in the location section of Attachment A that state "DOT/ FUEL DISTRIBUTION" in the far left column (column A). All of these stated locations currently purchase and store Additive premium Ultra Low Sulfur Diesel fuel in their tanks.

NH DOT PREMIUM DIESEL PROGRAM – WINTER PREMIUM DIESEL TEMPERATURE PROTECTION:

The following cloud points will apply for all awarded locations in the district specified below. These guidelines are the minimum protection cloud points required, all winter premium fuel deliveries shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order. Please see attached State of New Hampshire district Map for district designations.

ALL DOT FUEL DISTRIBUTION LOCATIONS:

- October 1 to December 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed + 8 °F cloud points.
- December 15th to March 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed -5°F cloud points

COMPLIANCE DOCUMENTATION – SULFUR CONTENT

In compliance with State of New Hampshire Department of Environmental Services rule ENV-A 1607.01 or most recent revision, Awarded vendors shall be required to supply a statement of compliance with regard to the sulfur content of the diesel fuel products delivered to the State of New Hampshire. The Statement shall be on company letter head and read: "the sulfur content of the fuel as delivered does not exceed the state or federal standard for that fuel" and signed by a duly authorized agent of that company. These documents shall be kept on file with the bid offers for the term of the contract. The state currently maintains a list of these documents on file and after the bid award process has been completed, the State will notify any awarded vendor to supply the required document if it is not previously on file.