

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/25/15
CONTRACT #: 8001850
CONTRACT FOR: FUEL, #2 Fuel & Heating Kerosene
NIGP CODE: 405-1200
CONTRACTOR: CN Brown Co. VENDOR CODE #: 177123

SUBMITTED FOR ACCEPTANCE BY:

Danielle Ruest
DANIELLE RUEST, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 8/25/15

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell
ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 8/26/15

ENDORSED FOR ACCEPTANCE BY:

Lisa M. Pollard
LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8/26/15

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Vicki Quiram
VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8/27/15

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

Date: 8/3/15
Bid No.: 1793-16
Date of Bid Opening: 8/12/15
Time of Bid Opening: 11:00 AM (EST)

YOU MAY EMAIL YOUR BID TO DANIELLE RUEST AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: #2 HEATING OIL & KEROSENE

[Insert name of signor] John Wheeler on behalf of CN Brown Company [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1793-16 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature John A. Wheeler Authorized Signor's Title Retail Sales Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Oxford STATE: Maine ZIP: 04281

On the 13 day of August, 2015, personally appeared before me, the above named John Wheeler in his/her capacity as authorized representative of CN Brown, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
Shari O'Connor
(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

SHARI S. O'CONNOR
Notary Public, Maine
My Commission Expires July 19, 2016

Form P31-B

**BID INVITATION FOR:
A CONTRACT FOR: #2 HEATING OIL & KEROSENE**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:

The term of the contract shall be from August 1, 2015 or the date of award, whichever is later, through July 31, 2017, a period of approximately two (2) years. The contract may be extended for additional terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) cannot exceed five (5) years.

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://das.nh.gov/purchasing/>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://das.nh.gov/Purchasing>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

CERTIFICATE OF INSURANCE:

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per occurrence or \$1,000,000.00 per occurrence with \$1,000,000.00 umbrella.
- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes, clarifications, and questions to this bid invitation by the Vendor must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on July 13, 2015.

Questions must be submitted by E-mail to DANIELLE RUEST at the following address:
DANIELLE.RUEST@NH.Gov.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Please call the respective contact person at each delivery location to make an appointment to view the site of the intended delivery. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete delivery.

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

CHANGES IN TAXES OR FEES DURING CONTRACT TERM:

The State will allow increases or require decreases, under either price format, 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 fixed price will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire will complete a Certificate of Exemption at the written request of the successful bidder in support of a claim for credit or payment under section #6427 of the Internal Revenue Code.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at:
<http://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.**

ABILITY TO PROVIDE:

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of #2 Heating Oil, or K-1 Kerosene as required in this bid invitation and any resulting contract without any delay or substitution. It is required that all Vendors shall be capable and willing to purchase the requested fuel from several terminals. Should the vendors' primary source be unable to provide the requested fuel product for ANY reason, the vendor MUST obtain the requested product in the requested quantity from another source without delivery delay or additional cost to the state.

The vendor will be held responsible for securing and maintaining product quantities sufficient to support each State of New Hampshire agency fuel location awarded through this bid.

ORDERING PROCEDURE:

State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

PRODUCT USAGE / CONSUMPTION:

The "**estimated annual usage**" quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. The annual quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any political sub-division or authorized non-profit organization usage.

CONTRACT AWARD – OFFER FORMATS:

There is one (1) price offer format within this solicitation; index based price.

1. **INDEX BASED PRICE OFFERS** -have 2 components;

- **Index** – cost for the product being bid through OPIS
- **Mark - up** - cost added to the index to cover (margin, transportation taxes and all other cost). Mark – up offers shall be based per gallon will not exceed **4 places** to the right of the decimal (example .0001).

CONTRACT AWARD – DETERMINATION:

- Contracts will be awarded to the Vendor/s with the lowest total delivered index based price per location or group of locations as stated in the offer section of this solicitation at the discretion of the State.
- The state shall be the sole determining factor in this decision process.

BIDDER OPPORTUNITY:

Bidder may bid on:

- One or more location as shown on the bid offer sheets.
- Bidder should be mindful to only bid on as many locations as they can **effectively** support.
- Bidder may bid on one or more products (K-1 Kerosene and/or #2 heating oil/bio)
- Bidder may bid on pedal truck and/or tractor trailer delivery

USAGE REPORTING:

The successful Vendor 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 Eligible Participant
- All Products Purchased
- Total Cost of all Products Purchased

DELIVERY TIME:

*PLEASE REFER TO DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION (page 11)

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from

notification.

INVOICING:

*PLEASE REFER TO DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION (page 11)

Invoicing shall be done 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 will be in accordance with their individual requirements.

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>

CONTRACT AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by location. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor will not be allowed to require any other type of order, nor will the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

MINIMUM ORDERS:

Indicate here any minimum order that you are requesting for will call locations only. The State of New Hampshire reserves the right to reject and/or negotiate this point should the State, in its sole judgment, deems the minimum to be not in the best interest of the State of New Hampshire.

DELIVERY FEE MATRIX FOR "#2 FUEL/KEROSENE DELIVERIES			
LINE	TANK SIZE	MINIMUM GALLONS DELIVERED	LESS THAN MINIMUM QTY DELIVERED FEE
1	≤ 400 GALLON TANK	125 GALLONS	\$100 FEE
2	401 - 999 GALLON TANK	250 GALLONS	\$100 FEE
3	1000 - 2999 GALLON TANK	700 GALLONS	\$100 FEE (PT)/ \$200 (TT)
4	3000 - 5999 GALLON TANK	1800 GALLONS	\$100 FEE (PT)/ \$200 (TT)
5	6000 - 8,000 GALLON TANK	3000 GALLONS	\$100 FEE (PT)/ \$200 (TT)
6	8001+ GALLON TANK	4500 GALLONS	\$100 FEE (PT)/ \$200 (TT)
A - TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE" B - IF LOCATIONS HAS 2 OR MORE TANKS PIPED TOGETHER, THEN THE TANK SIZE IS BASED ON THE TOTAL OF ALL COMBINED TANKS. C - FEES & CALCULATIONS ARE BASED AGAINST EACH DELIVERY REGARDLESS OF HOW MANY ARE ON A SINGLE SITE OR COMPLEX			

OFFER:

*PLEASE REFER TO OFFER SECTION on page 14

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

DELIVERY LOCATIONS:

The attached list of locations are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing **does not** include any eligible participants.

See attached NH District Map and Agency Locations - #2 Fuel & Kerosene for clarification.

PRODUCT SPECIFICATIONS SECTION

SPECIFICATION – FUEL PRODUCT REQUIREMENTS:

- 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.

SPECIFICATION - PRODUCT COMPLIANCE:

It is mutually agreed that if the #2 heating oil, and K-1 kerosene furnished and delivered by the successful bidder 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 contract-holding vendor 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 Bidder's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

SPECIFICATION -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 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 vendor. The vendor responsible for the **error** would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.

SPECIFICATION COMPLIANCE:

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION

DELIVERY PROCEDURES AND REQUIREMENTS, APPLIES TO ALL TRANSACTIONS:

State Agencies shall contact successful vendor(s) and coordinate deliveries.

1. All Deliveries will be made within 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 bidders are a 365-day delivery operation.
2. **DIPPING TANKS** - State agencies require all vendors 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-Wrm 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 or vendor should deliver the wrong product to tanks, the vendor 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 vendor 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 vendors 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 or bidder should deliver product to the wrong tank**, the bidder 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. Vendor agrees to deliver in less than the standard time **in case of emergencies** to the best of vendor'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 vendor 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 bidder will be financially responsible for replacement of any State property, which is damaged by the bidder's employees or any personal or company acting on the bidder's behalf.

SPECIFICATION – 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 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 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 personal will shut off all electrical devices (cellular phones, pagers etc) while unloading product.
11. Delivery personal shall clean the manhole of any product they may have spilled during delivery.

DELIVERY – "AUTOMATIC":

There are locations stated on the attached location sheets that require "automatic delivery" and some are left blank. **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 account contractor **in writing** and request the change.

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
- Bidder may offer a cash discount for earlier payment on invoices

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 bidder with the previous delivery history data, upon request (1 year worth of consumption is preferable) so the bidder may provide the delivery service in an accurate and efficient manner. This history data is also available by request from the previous contract vendor. 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 – VENDOR RESPONSIBILITIES

The successful bidder 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 bidder 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 BIDDER RESPONSIBILITIES:

Bidder **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 bidder and agency shall take place to allow for "after hours delivery". Ordering **State Agencies** shall comply where possible with the bidder'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 in the bid offer section under the "Adj. 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 responsibility and expense.

INVOICING

It will be the responsibility of the bidder to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract bid.

OFFER SECTION
STATE LOCATIONS

- Districts 1 through 6 are shown on the bid offer sheets and district map, (see attached)
- There is a single pricing format, **index based using the Journal of Commerce** as the rack + mark up
- Bidders may bid in as many districts and on as many locations and categories as they feel they can service effectively.
- The act of submitting a bid is to be considered in full acknowledgment that the bidder is familiar with the conditions and requirements of these specifications and the locations delivery requirements.

INDEX BASED PRICE FORMAT

The index based price format are per gallon shall be offered for each location (see location sheets, attached). Mark up shall remain fixed and firm for the contract and any extension thereof. The index format is the rack posting for the day, for this solicitation the bid will reference the OPIS. If you choose to make an indexed based price offer, the following criteria shall apply

BID BASIS:

Bidder(s) must offer prices from the OPIS index depending on the product supplied.

#2 heating oil and K-1 kerosene

Bidders shall reference the OPIS index Boston low post for **#2 heating oil & k-1 kerosene** on the date of delivery plus the following mark ups totaled together to calculate the delivered price per gallon. Mark-up and transportation prices bid by the successful bidder shall remain firm for the term of the contract and any extension thereof and shall include delivery and all other charges.

Mark-up and transportation prices bid by the successful bidder(s) shall remain firm for the term of the contract and any extension thereof and shall include delivery and all other charges. Fuel index prices may increase or decrease during the term of the contract in accordance with stated indexes.

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 "OPIS" price on the following Monday or next business day. If deliveries occur on a 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 next business day.

TERMINATION Applies to index based format:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful bidder a thirty (30) day written notice.

Please note:

- **Please do not alter the attached offer sheet as this may be grounds for disqualification.**
- **Bid submission electronically using the offer spreadsheet is highly encouraged when possible.**

INFORMATIONAL PURPOSES ONLY

BURNER SERVICE AND REPAIR

The bidder may make available to the State twenty-four (24) hour oil burner service at prices not to exceed the lowest price charged to any other customer in the respective areas.

The bidder shall be responsible for the billing of both fuel and burner service even though a third party may be performing the burner service.

A copy of the oil burner service work order shall be left at the site upon each service call, preferably with onsite State personnel.

Please indicate if you offer burner service and repair services:

Yes

No

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

John Wheeler or Linda Biddinger
Contact Person

207-743-9212 800-432-4211
Local Telephone Number Toll Free Telephone Number

207-743-8357 info@cnbrown.com www.cnbrown.com
Fax Number E-mail Address Company Website

C.N. Brown Company 04-1460361
Vendor Company Name DUNS #

P.O. Box 200 South Paris, ME 04281
Vendor Address

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

- Agency Locations and Offer Sheet - #2 Fuel & Kerosene
- NH District Map
- OPIS Example

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

Client#: 42383

CNBRO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: People's United Ins. Agency NH, 501 Islington Street, Portsmouth, NH 03801. CONTACT NAME: Lisa Rogers, PHONE: 603 621-5812, FAX: (A/C, No.):, E-MAIL ADDRESS: lisa.rogers@peoples.com. INSURER(S) AFFORDING COVERAGE: HDI-Gerling America Insurance C, NAIC #: 41343. INSURED: CN Brown Company, PO Box 200, So. Paris, ME 04281.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: GENERAL LIABILITY (Eggcd000009014), AUTOMOBILE LIABILITY (Eagcd000009014), UMBRELLA LIAB (Exagd000009014), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Ewgcd000009014), Comm Auto NH (Eacgd000111014), Excess Auto NH (Exaxd000111014), Excess/Umbrella (Exexd000009014).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: State of NH, 25 Capitol St Rm 102, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Lisa A Rogers

Corporation Division

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- [Name Appeal Process](#)

Filed Documents

Date: 8/25/2015 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
C. N. BROWN COMPANY INC.	Legal
C. N. BROWN COMPANY	Home State

Corporation - Foreign - Information

Business ID: 562
Status: Good Standing
Entity Creation Date: 2/17/1989
State of Business.: ME
Principal Office Address: 1 CN BROWN WAY
 S PARIS ME 04281
Principal Mailing Address: 1 CN BROWN WAY
 S PARIS ME 04281
Last Annual Report Filed Date: 1/12/2015
Last Annual Report Filed: 2015

Registered Agent

Agent Name: Docusearch, Inc.
Office Address: 63 PLEASANT ST
 PO BOX 777
 CONCORD NH 03302

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.