

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

Rev. 11/12/2015

NOTICE OF CONTRACT
UPDATED PAYMENTS, DELIVERY AND LOCATIONS

COMMODITY: #2 FUEL & HEATING KEROSENE – Districts 1, 2, 3

CONTRACT #: 8001850

COMMODITY CODE: 405-1200

CONTRACTOR: CN Brown Co. Vendor#: 177123
PO Box 200
South Paris, ME 04281

TELEPHONE NO.: 207-743-9212 or 800-432-4211
FAX. NO.: 207-743-8357

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

CONTRACT PERIOD: SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2017

ORDERING: Requirements to be placed directly to the Contractor.

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

PRICING - INDEXED: "journal of commerce" (Boston low for #2 fuel and kerosene) price on day of delivery and mark-up & transportation price. To be added or removed from the weekly fuel price notification, please contact Danielle Ruest.

PAYMENTS: Payments shall be made via ACH. For more information, use the following link for the State Treasury: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

BURNER SERVICE AND REPAIR: NOT AVAILABLE

QUESTIONS: Danielle Ruest, Purchasing Agent
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ADDITIONAL CONTRACT INFORMATION

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

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 the contract.

Contractor may email invoices to the remit address but it will be the contractor's responsibility to obtain the proper email address from the remit address prior to electronic delivery.

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.

1. The quantity delivered
2. Description of product delivered
3. Date of delivery
4. 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-Wm 1401.11 Inventory Monitoring".
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 **(may be itemized by line or shown in total titled "Environmental Fees" and would be shown on each invoice.)**

INVOICING: - NOTE TO CONTRACTOR:

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 the contract bid. Inaccurate or incomplete invoices will be returned to the vendor 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 or under the discount period offer by the Contractor; however, if there are errors with the original invoice, the net 30 payment period will begin at the time of a corrected invoice.

Contractors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the fixed price posting, shall be considered a discount.

PRODUCT COMPLIANCE:

It is mutually agreed that if the fuel sold, 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

FEES AND TAXES:

Any and all relevant fees and taxes that are in place at the time of the bid offer **will be included** in

the fixed price (see attachment 1) stated by the Contractor. This includes any environmental, superfund, transportation or excise tax or fees, which the Contractor may be deemed responsible.

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 Contractor in support of a claim for credit or payment under section #6427 of the Internal Revenue Code.

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 Contractor agrees to establish an account within three (3) working 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.

DELIVERY – "WILL CALL" OR "AUTOMATIC":

There are locations stated on the attached location sheets that require "will call", "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 STATUS - CHANGE - AGENCY RESPONSIBILITIES

IF during the term of the contract, the agency wishes to change their delivery requirement from 'will call" to "automatic" or vice versa, they need to inform their fuel supplier in writing and have the Contractor confirm receiving the change in delivery status

MINIMUM ORDERS (WILL CALL LOCATIONS ONLY):

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			

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. (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 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 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 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:

State agencies shall contact the Contractor 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 the Contractor is 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. **DIPPING TANKS- CONTRACTOR RESPONSIBILITY-**
State agencies require **all Contractors** to have their delivery personnel dip tanks to check for water before delivering fuel. If the dipping indicates more than 1/2" of water, the Contractor **shall not deliver the fuel and shall contact the agency contact for the location and advise them of the situation**
4. **DIPPING TANKS -STATE AGENCY RESPONSIBILITY -**
State agencies shall dip tanks utilizing an ethanol paste to check for water prior to ordering gasoline. If the dipping indicates more than 1/2" of water, **the agency shall not order fuel** until the water issue has been rectified.
5. **DELIVERY SLIP / BOL** - All deliveries are to be metered, except tanker loads which shall include a bill of lading for 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.
6. The State reserves the right to make additions or deletions to the list of delivery points during the contract period.
7. **EMERGENCIES** - The Contractor further agrees to deliver in less time **in case of emergencies** to the best of his ability.
 - a. 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.
 - b. 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 Contractor's cost back to the original contractor.
 - c. The contractor will be financially responsible for replacement of any State property, which is damaged by the Contractor's employees or any personal or company acting on the Contractor's behalf.
8. **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 the 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.

9. **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.
10. 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.

DELIVERY – TANK CONTAMINATION:

If a 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:

- 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.
- It shall be the Contractors responsibility and cost to properly dispose of the contaminated fuel
- The Contractor shall clean the tank
- The Contractor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered.
- 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

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. 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.