

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

NOTICE OF CONTRACT

COMMODITY: #6 FUEL OIL, SUPPLY AND DELIVER
CONTRACT NO.: 8001914
NIGP CODE: 405-1238
CONTRACTOR: **Global Montello Group Corp.** Vendor No. 174663
800 South Street
Waltham, MA 02454
Contact: Kevin Young
Phone: 800-826-5686 or 781-398-4003
Fax: 781-398-9213

CONTRACT PERIOD: NOVEMBER 1, 2015 THROUGH OCTOBER 31, 2017

CONTRACT USAGE: This contract is for New Hampshire Hospital as referenced below.

QUESTIONS: Danielle Ruest, Purchasing Agent
Phone: 603-271-2201 X227
Email: Danielle.Ruest@nh.gov

CONTRACT PRICE, RATES and PAYMENT TERMS:

<u>AGENCY</u>	<u>LOCATION</u>	<u>AGENCY CONTACT</u>	<u>GLOBAL ACCOUNT NUMBER</u>	<u>MAX SULFUR</u>	<u>TANK SIZE (GALLON)</u>	<u>DISCOUNT FROM THE OPIS OIL PRICE DAILY PUBLISHED PRICE</u>
NH Hospital*	Concord, NH	Gerard Fraher 603-271-5270	#2654803	0.50%	2-20,000	\$-3.55/BBL

*Special requirements: 20' hose required, pump truck required, delivery between 7:00 am and 2:00 pm only

Payment shall be due within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction. Location remit address: New Hampshire Hospital, 36 Clinton Street Concord, NH 03301 Attn: Maintenance

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>

INVOICING:

Invoicing shall be done on the basis of each delivery. Contractor shall render separate invoices for each sale or delivery to the State department or agency to which sale is made. Invoices shall clearly indicate the quantity delivered, date of delivery, contract number, delivery location and contract price including all State/Federal taxes and fees.

USAGE REPORTING:

The successful Contractor 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/or Eligible Participant
- Quantity of Product Purchased (showing the item, list price and the final extended cost after discount.)
- Total Cost of all Products Purchased/Delivered

DELIVERY:

The use of a private carrier to make delivery **does not** relieve the Contractor from the responsibility of meeting the delivery requirement.

1. Agencies will contact the contract holding contractor and coordinate deliveries. Deliveries are to be made within twenty-four hours (24) of order placement provided the order is received before 12:00 noon on the previous day, orders received by the contractor after 12:00 noon may take an additional day to deliver at the discretion of the contractor.
2. Deliveries will be made between the hours of 7:00 am and 2:00 pm. Additional general exceptions being, during severe winter weather when delivery trucks may be delayed, the agency and contractor will work out delivery arrangements under these conditions.
3. State agencies require all contractors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Delivery load slips must be left at each delivery site. 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".
4. Most underground tanks are equipped with 4" tight fill adapters. Delivery trucks should be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur as the result of the actions or lack of action by the delivery carrier or contract contractor, or the delivery carrier or contractor delivers product to the wrong tank, the contractor assumes all responsibility and liability for spill, clean-up and/or cleaning tank and replacing the contaminated product
5. 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 contract at no additional cost to the State.
6. Contractor agrees to deliver in less time in case of emergencies to the best of his ability. If delivery requirements are not met for any product requested, the State reserves the right to purchase elsewhere, charging any additional costs to the original contractor.
7. The State reserves the right to make changes and additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of #6 fuels as it may deem necessary during the contract period.
8. Deliveries will be made in minimum sixty-five hundred (6,500) calibrated gallon loads, F.O.B. destination.

DELIVERY – TANK CONTAMINATION:

If a contractor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (IE #6 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

SPECIFICATION COMPLIANCE:

Contractor'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.

It is mutually agreed that if the #6 fuel (all percentage of sulfur) furnished and delivered by the 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 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.