

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

August 16, 2016

NOTICE OF CONTRACT

COMMODITY: FUEL, DIESEL – Pedal Truck On & Off Road, Districts 1-6

CONTRACT NUMBER: 8002071

NIGP CODE: 405-1500

CONTRACTOR: HIGHLANDS FUEL DELIVERY, LLC Vendor No.: 177127 R007
d/b/a IRVING ENERGY
P.O. Box 11013
Lewiston, ME 04243

Contact: SANDRA GRAY or TARA FROST
Phone: (888)620-1234 or (603)559-8834
Email: sandra.gray@irvingoil.com

CONTRACT PERIOD: AUGUST 14, 2016 THROUGH JULY 31, 2018

TERMS: Net 30

PAYMENTS: Payments shall be made via ACH.

DELIVERY TIME: Not to exceed 48 hours after receipt of order.

ORDERING: Orders and deliveries are to be coordinated directly with contractor

MINIMUM ORDERS: See page 2 for "Delivery Fee Matrix for Standby Generator Deliveries"

INVOICING: The invoice shall be sent to the address of the using agency under agreement. See Invoicing on page 5 for further details.

LOCATIONS: Districts 1 through 6, On and Off Road Locations, as listed on attached location listing. Any and all changes to location(s) must be approved by the Purchasing agent prior to effective date of change.

PRICING: **Off Road: "Oil Price Daily" rack price*** (Portsmouth, NH low post ULS Diesel 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.
On Road Premium: "Oil Price Daily" rack price* (Portsmouth, NH low post ULSD Premium on date of delivery), **plus mark-up**.
*All rack pricing is emailed weekly, to be added or removed from this mailing please email Danielle Bishop with your contact information.

QUESTIONS: Danielle Bishop, Purchasing Agent
(E) Danielle.Bishop@nh.gov
(P) 603-271-3290

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			
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

A - TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE"
B - IF GENERATORS THAT HAVE 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 GENERATOR DELIVERY REGARDLESS OF HOW MANY ARE ON A SINGLE SITE OR COMPLEX
D - THIS PRICE/FEE SCHEDULE APPLIES TO "STANDBY GENERATOR" ACCOUNTS ONLY

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.

All rack pricing is emailed weekly, to be added or removed from this mailing please email your request to Danielle Bishop with your contact information.

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.