



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
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August 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Irving Oil Terminals Inc. (VC#210991), Portsmouth, NH in an amount up to and not to exceed \$2,725,935.22 for fuel #2 heating oil and kerosene deliveries with an option to extend for one additional year period effective upon Governor and Executive Council approval for the period September 1, 2023, through August 31, 2025.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued request for bid (RFB) 2615-23 on May 23, 2023, with responses due on June 20, 2023. This bid reached 200 vendors through the NIGP electronic sourcing platform with 12 additional vendors sourced directly. There were 4 compliant responses received; Irving Oil Terminals, Inc. provided a compliant response and was the low-cost bid for the specified locations, which is intended to be multi-award.

This contract reflects an estimated annual spend of \$1,362,967.61 to provide fuel #2 heating oil and kerosene deliveries to agency locations based on the lowest bid statewide. The total contract term spend is estimated at \$2,725,935.22. To monitor fuel market pricing and assist with purchasing capabilities, the State of New Hampshire utilizes the Oil Price Information Service (OPIS). OPIS provides average costs and mark-ups for fuel outlets worldwide. Based on OPIS pricing from bid closing June 20, 2023, the State of New Hampshire was able to lock in an average statewide mark-up for all districts of \$0.21 serviced by Irving Oil Terminals Inc. Based on the same OPIS information the average price per gallon mark-up for all competitors is \$1.09. Awarding this contract to Irving Oil Terminals Inc. allows the State to see an average mark-up cost savings of \$0.88 per gallon of fuel purchased across all districts. Upon approval of

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this contract, Irving Oil Terminals Inc. will provide fuel deliveries to agency locations in Districts 1 through 6. The remaining locations will be serviced under contracts with C. Bean Transport Inc., Sprague Operating Resources LLC, and Atlantic Petroleum & Mineral Resources, Inc.

Contract financials	
Average price per gallon as published by OPIS (7/22 through 6/23)	\$3.17
Average price per gallon OPIS mark-up (Irving Oil all districts)	\$0.21
Average price per gallon with OPIS mark-up (Irving Oil all districts)	\$3.38
Estimated annual gallons (all awarded locations)*	403,245
Estimated annual spend	\$1,362,967.61
Requested price limitation (2 years)	\$2,725,935.22
Average price per gallon OPIS mark-up (all competitors all districts)	\$1.09
Average price per gallon with OPIS mark-up (all competitors all districts)	\$4.26
Estimated annual gallons (all awarded locations)*	403,245
Estimated annual spend	\$1,717,823.70
Estimated annual cost avoidance	\$354,856.09
Estimated contract term cost avoidance	\$709,712.18
Estimated annual cost savings (from expiring contract)	\$120,973.50
Estimated term cost savings (from expiring contract)	\$241,947.00

***For the purpose of award, estimated annual gallons are rounded to the nearest whole number.**

Based on the foregoing, I am respectfully recommending approval of the contract with Irving Oil Terminals Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Award Summary

Bid Description	#2 Fuel Heating Oil and Kerosene	Agency	Statewide
RFB#	2615-23	Requisition#	N/A
Agent Name	C. Ryan Fuller	Bid Closing	6/20/2023 @ 9:00am

District	Estimated Fuel Usage	Irving Oil Terminals Inc.		Atlantic Petroleum & Mineral Resources, Inc		Sprague Operation Resources LLC		C. Bean Transport, Inc.	
		Average Price Per Gallon	Total Delivered Cost	Average Price Per Gallon	Total Delivered Cost	Average Price Per Gallon	Total Delivered Cost	Average Price Per Gallon	Total Delivered Cost
District 1	68426	\$3.38	\$231,279.88	\$4.72	\$16,412.16	\$0.00	\$0.00	\$3.97	\$14,576.68
District 2	67915	\$3.38	\$229,552.70	\$0.00	\$0.00	\$3.43	\$8,836.76	\$0.00	\$0.00
District 3	70002	\$3.38	\$236,606.76	\$5.32	\$5,511.48	\$0.00	\$0.00	\$0.00	\$0.00
District 4	29432	\$3.38	\$99,480.16	\$5.32	\$21,475.91	\$0.00	\$0.00	\$0.00	\$0.00
District 5	65961	\$3.38	\$222,947.69	\$0.00	\$0.00	\$3.68	\$14,394.12	\$0.00	\$0.00
District 6	101509	\$3.38	\$343,100.42	\$0.00	\$0.00	\$3.37	\$3,965.21	\$0.00	\$0.00
Sub Total			\$1,362,967.61		\$43,399.55		\$27,196.09		\$14,576.68
Estimated Annual Spend		\$1,362,967.61		\$43,399.55		\$27,196.09		\$14,576.68	
Estimated Term Spend		\$2,725,935.22		\$86,799.10		\$54,392.18		\$29,153.37	

Average price per gallon (OPIS published, 7/22 through 6/23)	\$3.17	Average price per gallon OPIS mark-up (all competitors all districts)	\$1.09
Average price gallon OPIS mark-up (Irving Oil all districts)	\$0.21	Average price per gallon (all competitors all districts)	\$4.26
Average price per gallon (Irving Oil all districts)	\$3.38	Estimated annual cost avoidance	\$354,856.09
Estimated annual gallons (all awarded locations)	403245	Estimated contract term cost avoidance	\$709,712.18
Estimated annual spend	\$1,362,967.61	Estimated annual cost savings (from expiring contract)	\$120,973.50
Requested price limitation	\$2,725,935.22	Estimated term cost savings (from expiring contract)	\$241,947.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	2 Years
Price Limitation	\$2,725,935.22
Number of Solicitations Received	4
Number of Sourced bidders	12
Number of NIGP Vendors Sourced	200
Number of non-responsive bidders	208
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes

Special Notes:	RFB 2615-23 for Irving Oil Terminals Inc. Contract is for fuel #2 heating oil and kerosene delivery for multiple locations in Districts 1-6. Requested pricing limitation is estimated at \$2,725,935.22. Average OPIS price per gallon mark-up for Irving Oil, all districts is \$0.21. Average OPIS price per gallon mark-up for all competitors, all districts is \$1.09. This represents an average price per gallon mark-up savings of \$0.88. All pricing in alignment with OPIS pricing as of bid closing date of June 20, 2023 @ 9:00am.
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Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL USAGE	Irving Oil Terminals Price	Sprague Resources Price	Atlantic Petroleum Price	C. Bean Transport Price
1	DAS - COURT FACILITIES	LANCASTER - COOS COUNTY COURTHOUSE	55 SCHOOL STREET, LANCASTER	14,000	\$46,920.97	NB	NB	NB
1	DES	PITTSBURG - MURPHY DAM	MURPHY DAM ROAD, PITTSBURG, NH	805	NB	NB	NB	\$3,199.95
1	DHHS	BERLIN - DHHS DISTRICT OFFICE	650 MAIN STREET, BERLIN, NH	2,200	\$7,439.08	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	FRANCONIA PATROL SHED	1157 PROFILE ROAD FRANCONIA	1,000	\$3,420.80	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	BUTTERHILL PATROL SHED	327 BUTTERHILL RD FRANCONIA	500	\$1,710.40	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LITTLETON - PATROL SHED TANK 1	201 DELLS ROAD, LITTLETON	1,500	\$5,119.95	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LITTLETON - PATROL SHED TANK 2	201 DELLS ROAD, LITTLETON	1,500	\$5,119.95	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	PITTSBURG - UPPER	1055 S MAIN STREET, PITTSBURG	500	NB	NB	NB	\$1,987.55
1	DOT HIGHWAY MAINTENANCE	PITTSBURG - LOWER	2947 S MAIN STREET, PITTSBURG	762	NB	NB	NB	\$3,029.02
1	DOT HIGHWAY MAINTENANCE	COLUMBIA PATROL SHED	8 GRANT ROAD, COLUMBIA	750	NB	NB	\$2,718.82	NB
1	DOT HIGHWAY MAINTENANCE	ERROL PATROL SHED	143 DAM ROAD, ERROL	750	NB	NB	\$2,718.82	NB
1	DOT HIGHWAY MAINTENANCE	DIXVILLE NOTCH PATROL SHED	BEHIND THE BALSAM HOTEL	500	NB	NB	NB	\$1,987.55
1	DOT HIGHWAY MAINTENANCE	GROVETON PATROL SHED	BROWN ROAD, GROVETON	750	\$2,546.25	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	WEST MILAN - PATROL SHED	180 SPRUCEVILLE ROAD, W.MILAN	750	\$2,539.57	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	MILAN PATROL SHED	32 STATE GARAGE ROAD, MILAN	450	\$1,523.74	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LANCASTER DISTRICT OFFICE	641 MAIN STREET, LANCASTER	450	\$1,540.84	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	JEFFERSON PATROL SHED	160 STAG HOLLOW RD, JEFFERSON	500	\$1,704.15	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	WHITEFIELD PATROL SHED	123 UNION STREET, WHITEFIELD	275	\$939.34	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	GORHAM - PATROL SHED	1 MORIN DRIVE, GORHAM	546	\$1,852.74	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	CRAWFORD NOTCH - PATROL SHED	US ROUTE 302, CRAWFORD NOTCH	1,000	NB	NB	\$3,560.10	NB
1	DOT HIGHWAY MAINTENANCE	PINKHAM NOTCH - PATROL SHED	NH ROUTE 16, PINKHAM NOTCH	500	NB	NB	\$2,512.55	NB
1	DOT HIGHWAY MAINTENANCE	MONROE PATROL SHED	NH RT. 135, MONROE	275	\$961.95	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LISBON - PATROL SHED - NEW BUILDING	233 S MAIN STREET, LISBON	750	\$2,601.67	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LISBON - PATROL SHED - OLD BUILDING	233 S MAIN STREET, LISBON	275	\$961.95	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LINCOLN - PATROL SHED	65 OLD AIRPORT RD, LINCOLN	2,000	\$6,847.60	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	GLEN - PATROL SHED	US ROUTE 302, GLEN	2,000	\$6,756.40	NB	NB	NB
1	DOT HIGHWAY MAINTENANCE	LANCASTER DISTRICT OFFICE	641 MAIN STREET, LANCASTER	450	\$1,532.97	NB	NB	NB
1	LIQUOR COMMISSION	NH LIQUOR STORE #52	159 MAIN ST, GORHAM	780	\$2,648.64	NB	NB	NB
1	DOT MECHANICAL SERVICES	LANCASTER SATELLITE	647-A MAIN STREET, LANCASTER	3,500	\$11,760.69	NB	NB	NB
1	DOT MECHANICAL SERVICES	Twin Mountain Satellite	502 RT 302, Twin Mountain	4,600	\$15,619.75	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	LANCASTER - REGION 1 TRAILS BUREAU	629B MAIN STREET, LANCASTER	1,000	\$3,360.20	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	LANCASTER - REGION 1 OFFICE	629B MAIN STREET, LANCASTER	2,000	\$6,720.40	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	GORHAM - MOOSE BROOK STATE PARK	30 JIMTOWN ROAD, GORHAM	1,200	\$4,074.36	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	COLEMAN LODGES	35 ECKERD WAY		NB	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	LAFAYETTE PARK CAMPGROUND	26 LAFAYETTE CAMPGROUND RD, LINCOLN	275	\$946.11	NB	NB	NB
1	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	LITTLETON REST AREA	2434 ST. JOHNSBURY RD, LITTLETON	1,000	\$3,382.40	NB	NB	NB
1	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	COLEBROOK REST AREA	US ROUTE 3 NORTH COLEBROOK	1,100	NB	NB	NB	\$4,372.61
1	FISH & GAME	BERLIN - HATCHERY	YORK POND ROAD, BERLIN	2,500	\$8,409.24	NB	NB	NB
1	FISH & GAME	BERLIN - HATCHERY	YORK POND ROAD, BERLIN	1,000	\$3,363.70	NB	NB	NB
1	FISH & GAME	BERLIN - HATCHERY	YORK POND ROAD, BERLIN	2,000	\$6,727.40	NB	NB	NB
1	FISH & GAME	TWIN MOUNTAIN - HATCHERY - RESIDENCE	1450 ROUTE 3 N. TWIN MTN	1,000	\$3,386.60	NB	NB	NB
1	FISH & GAME	TWIN MOUNTAIN - HATCHERY - OFFICE	1450 ROUTE 3 N. TWIN MTN	900	\$3,065.94	NB	NB	NB
1	FISH & GAME	TWIN MOUNTAIN - HATCHERY BLDG	1450 ROUTE 3 N. TWIN MTN	3,300	\$11,175.77	NB	NB	NB
1	FISH & GAME	TWIN MOUNTAIN - HATCHERY VISITOR CENTER	1450 ROUTE 3 N. TWIN MTN	1,300	\$4,402.58	NB	NB	NB
1	DEPARTMENT OF SAFETY (DOS)	Division of Fire Standards & Training	660 Trudeau Road, Bethlehem, NH - Classroom Building	550	\$1,884.08	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - HEADQUARTERS	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	3,000	\$10,193.09	NB	NB	NB

Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL USAGE	Irving Oil Terminals Price	Sprague Resources Price	Atlantic Petroleum Price	C. Bean Transport Price
1	DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN MAINTENANCE GARAGE	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	2,100	\$7,135.17	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - NOTCH VIEW LODGE	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	4,000	\$13,590.79	NB	NB	NB
1	DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - COMPRESSOR BLDG. WILL CALL ONLY	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	3,000	\$10,193.09	NB	NB	NB
1	DES	GORHAM - OFFICE	80 GLEN STREET, GORHAM, NH	750	NB	NB	\$4,901.87	NB
2	DAS GENERAL SERVICES	CLAREMONT - OLD MILL	17 WATER STREET, CLAREMONT	10,000	\$33,751.98	NB	NB	NB
2	DAS - COURT FACILITIES	LEBANON DISTRICT COURT	38 CENTERRA PKWY, LEBANON	6,000	\$20,150.39	NB	NB	NB
2	DHHS GLENCLIFF HOME	GLENCLIFF/ GROUND'S GARAGE	393 HIGH STREET, GLENCLIFF, NH	1,500	\$5,108.10	NB	NB	NB
2	DHHS GLENCLIFF HOME	GLENCLIFF/ CARPENTER SHOP	393 HIGH STREET, GLENCLIFF, NH	1,700	\$5,789.18	NB	NB	NB
2	DHHS GLENCLIFF HOME	GLENCLIFF/ BIRCHWOOD	393 HIGH STREET, GLENCLIFF, NH	1,200	\$4,086.48	NB	NB	NB
2	DOT BRIDGE MAINTENANCE	FRANKLIN - YARD (between 7am-3:30pm M-F)	13 RANGE RD, FRANKLIN	1,000	\$3,359.40	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	NEW LONDON PATROL SHED (Old Shed)	63 DUMP RD NEW LONDON	2,000	\$6,760.00	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	NEW LONDON PATROL SHED (New Shed)	63 DUMP RD NEW LONDON	1,200	\$4,056.00	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ORFORD PATROL SHED	946 NH RT 10, ORFORD	600	\$0.00	\$2,079.24	NB	NB
2	DOT HIGHWAY MAINTENANCE	WENTWORTH PATROL SHED	465 E SIDE DR, WENTWORTH	1,200	\$4,140.12	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	HAVERHILL PATROL SHED	3375 DARTMOUTH COLLEGE HWY HAVERHILL	1,950	NB	\$6,757.53	NB	NB
2	DOT HIGHWAY MAINTENANCE	RUMNEY PATROL SHED	43 OLD N GROTON RD, RUMNEY	1,200	\$4,068.12	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	BRISTOL PATROL SHED	84 AYERS RD, BRISTOL	1,600	\$5,451.04	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	FRANKLIN PATROL SHED	38 SALISBURY ST. FRANKLIN	1,400	\$4,672.92	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ANDOVER PATROL SHED	17 SWITCH RD, ANDOVER	800	\$2,670.24	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	CANAAN PATROL SHED	490 NH RTE 118, CANAAN	600	\$2,071.32	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	CORNISH PATROL SHED	220 STAGE & TOWNHOUSE RD, CORNISH	1,000	\$3,456.20	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	LEMPSTER PATROL SHED	390 US RTE 10, LEMPSTER	1,600	\$5,429.44	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	LEBANON PATROL SHED	138 ETNA ROAD, LEBANON	1,300	\$4,411.42	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	SUNAPEE PATROL SHED - WASH BAY	8 POST OFFICE RD, SUNAPEE	1,000	\$3,393.40	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	SUNAPEE PATROL SHED - NEW DOT SHED	8 POST OFFICE RD, SUNAPEE	1,200	\$4,072.08	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (224 Patrol Shed Bldg 3)	8 EASTMAN HILL RD, ENFIELD	2,500	\$8,383.49	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Old 224 Patrol Shed Bldg 7)	8 EASTMAN HILL RD, ENFIELD	4,700	\$15,760.97	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Warehouse Bldg 2)	8 EASTMAN HILL RD, ENFIELD	500	\$1,686.70	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (District Office Bldg 1)	8 EASTMAN HILL RD, ENFIELD	6,500	\$21,797.09	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Welding Shop Bldg 4)	8 EASTMAN HILL RD, ENFIELD	750	\$2,537.55	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD, NEWBURY	0	NB	NB	NB	NB
2	DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD, NEWBURY	0	NB	NB	NB	NB
2	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SPRINGFIELD REST AREA	I-89 NORTHBOUND, SPRINGFIELD	3,265	\$11,035.69	NB	NB	NB
2	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	LEBANON REST AREA	I-89 EXIT 18 SOUTHBOUND, LEBANON	750	\$2,552.55	NB	NB	NB
2	FISH & GAME	WARREN - FISH HATCHERY	25 FISH HATCHERY RD WARREN	3,300	\$11,230.88	NB	NB	NB
2	FISH & GAME	WARREN - FISH HATCHERY - WAREHOUSE	13 FISH HATCHERY RD WARREN	1,000	\$3,405.40	NB	NB	NB
2	FISH & GAME	WARREN - FISH HATCHERY - VISITOR CENTER	23 FISH HATCHERY RD WARREN	1,200	\$4,086.48	NB	NB	NB
2	CORRECTIONS	Newport	17 Maint Street, Newport	1,200	\$4,086.48	NB	NB	NB
2	ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Primary Station	528 RIVER STREET FRANKLIN, NH	1,000	\$3,383.50	NB	NB	NB
2	ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Secondary Station	528 RIVER STREET FRANKLIN, NH	1,000	\$3,383.50	NB	NB	NB
2	ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Digester Area	528 RIVER STREET FRANKLIN, NH	2,500	\$8,444.49	NB	NB	NB
2	ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Operation Bldg	528 RIVER STREET FRANKLIN, NH	1,000	\$3,383.50	NB	NB	NB

Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL USAGE	Irving Oil Terminals Price	Sprague Resources Price	Atlantic Petroleum Price	C. Bean Transport Price
3	DAS - COURT FACILITIES	NORTH CONWAY - NORTHERN CARROLL COUNTY COURTHOUSE	RT. 302, NORTH CONWAY	2,800	\$9,475.19	NB	NB	NB
3	DAS - COURT FACILITIES	CARROLL COUNTY COURTHOUSE **1000 GAL / DELIVERY	96 WATER VILLAGE RD OSSIPEE	14,500	\$47,719.47	NB	NB	NB
3	DAS - COURT FACILITIES	PLYMOUTH - DISTRICT COURTHOUSE	26 GREEN STREET, PLYMOUTH	7,000	\$23,621.48	NB	NB	NB
3	DAS - BFAM	LACONIA BLDG #1	54 GREEN ST. LACONIA	1,020	\$3,456.78	NB	NB	NB
3	DAS - BFAM	LACONIA BLDG #2	68 GREEN ST. LACONIA	650	\$2,202.85	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	MOULTONBOROUGH PATROL SHED	220 HOLLAND STREET, MOLTONBOROUGH	1,502	\$5,079.76	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	MOULTONBORO : WAREHOUSE	710 WHITTIER HWY, MOULTONBOROUGH	725	\$2,451.95	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	TUFTONBORO - PATROL SHED	328 MIDDLE RD, TUFTONBORO	1,840	\$6,222.88	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	MEREDITH - PATROL SHED	142 PARADE RD, MEREDITH	725	\$2,457.02	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	NEW HAMPTON I-93 PATROL SHED	42 DOT DR, NEW HAMPTON	820	\$2,730.35	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	LOUDON PATROL SHED	1013 ROUTE 106 NORTH, LOUDON	1,293	\$4,331.42	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	CONWAY PATROL SHED	608 EATON RD CONWAY	1,180	\$4,004.92	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	FREEDOM - PATROL SHED	18 STATE GARAGE WAY FREEDOM	1,235	\$4,236.54	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	TAMWORTH - PATROL SHED	493 WHITE MTN HWY, TAMWORTH	1,579	\$5,365.28	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	THORNTON - PATROL SHED	RR1, LAUNDRORAMT RD, THORNTON	1,510	\$5,131.28	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	WAKEFIELD - PATROL SHED	1540 WAKEFIELD RD, WAKEFIELD	1,391	\$4,705.61	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	ALTON - PATROL SHED	DOT 3 ROAD ALTON	1,063	\$3,602.50	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	GILFORD DISTRICT OFFICE	2 SAWMILL RD GILFORD	1,455	\$4,913.82	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	TILTON - PATROL SHED	427 DEPOT ST, BELMONT	1,576	\$5,316.47	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	BELMONT - PATROL SHED	10 BROWN HILL ROAD, BELMONT	1,472	\$4,965.64	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	ASHLAND - PATROL SHED	42 N ASHLAND RD, ASHLAND	873	\$2,968.11	NB	NB	NB
3	DOT HIGHWAY MAINTENANCE	OSSIPEE PATROL SHED	20 OLD RT. 28 OSSIPEE	1,010	\$3,394.10	NB	NB	NB
3	DOT MECHANICAL SERVICES	CTR OSSIPEE SATELLITE SHED **BACK-UP USE ONLY	15 HODGDON SHORE RD, CTR OSSIPEE	100	\$336.05	NB	NB	NB
3	DEPT. OF NATURAL & CULTURAL RESOURCES	TAMWORTH - WHITE LAKE STATE PARK SHOWER HOUSE	1632 WHITE MTN. HWY, TAMWORTH	500	\$1,682.90	NB	NB	NB
3	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SANBORNTON REST AREA	I-93 MILE MARKER 61 SOUTHBOUND	587	\$1,989.40	NB	NB	NB
3	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	CONWAY REST AREA	3654 WHITE MOUNTAIN HWY CONWAY, NH	2,639	\$8,956.76	NB	NB	NB
3	ENVIRONMENTAL SERVICES	LAKEPORT DAM	93 ELM ST, LAKEPORT, NH	1,035	NB	NB	\$5,511.48	NB
3	FISH & GAME	OWL BROOK - HUNTER EDUCATION	387 PERCH POND RD, HOLDERNESS	1,000	\$3,405.00	NB	NB	NB
3	FISH & GAME	NEW HAMPTON - REGION 2 OFFICE	200 MAIN ST, NEW HAMPTON	2,000	\$6,744.80	NB	NB	NB
3	FISH & GAME	NEW HAMPTON HATCHERY RESIDENCE	30 HATCHERY RD, NEW HAMPTON	1,200	\$4,046.88	NB	NB	NB
3	FISH & GAME	NEW HAMPTON HATCHERY	204 MAIN ST, NEW HAMPTON	4,000	\$13,468.79	NB	NB	NB
3	FISH & GAME	NEW HAMPTON HATCHERY	142 MAIN ST., NEW HAMPTON	1,200	\$4,046.88	NB	NB	NB
3	LIQUOR COMMISSION	WOLFEBORO STORE #39	35 CENTER ST, CLARK PLAZA WOLFEBORO	782	\$2,645.50	NB	NB	NB
3	SAFETY EMERGENCY COMMUNICATION	LACONIA - BUREAU OFFICE	50 COMMUNICATIONS DR., LACONIA	400	\$1,335.12	NB	NB	NB
3	SAFETY EMERGENCY COMMUNICATION	LACONIA - BUREAU OFFICE	50 COMMUNICATIONS DR., LACONIA	6,900	\$23,030.80	NB	NB	NB
3	VETERANS HOME	TILTON VETERANS HOME **BACK-UP USE ONLY	WINTER STREET, TILTON	500	\$1,650.75	NB	NB	NB
3	FISH & GAME	NEW DURHAM - POWDERMILL HATCHERY	287 MERRYMEETING RD, NEW DURHAM	1,200	\$4,066.92	NB	NB	NB
3	FISH & GAME	NEW DURHAM - POWDERMILL HATCHERY	288 MERRYMEETING RD, NEW DURHAM	525	\$1,779.28	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	GREENFIELD STATE PARK - RESIDENCE	27 MAINTENANCE DR. GREENFIELD	805	NB	NB	\$4,286.70	NB
4	DAS - COURT FACILITIES	JAFFREY - PETERBOROUGH DISTRICT COURT	84 PETERBOROUGH STREET, JAFFREY	5,500	\$18,752.24	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	GREENVILLE PATROL SHED	565 FITCHBURG RD, GREENVILLE	500	\$1,727.00	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	WALPOLE PATROL SHED	RT 123 WALPOLE	900	\$3,107.79	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	CHARLESTOWN PATROL SHED	187 CLAREMONT RD, CHARLESTOWN	900	\$3,164.94	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	MARLOW PATROL SHED	RT 10 MARLOW	1,500	\$5,162.25	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	HILLSBORO PATROL SHED	679 WEST MAIN ST HILLSBORO	700	\$2,428.58	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	STODDARD PATROL SHED	22 SOUTH ST. OFF RT 9 STODDARD	950	\$3,302.48	NB	NB	NB

Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL USAGE	Irving Oil Terminals	Sprague Resources	Atlantic Petroleum	C. Bean Transport
					Price	Price	Price	Price
4	DOT HIGHWAY MAINTENANCE	ALSTEAD PATROL SHED	1247 ALSTEAD CTR RD ALSTEAD	400	\$1,378.48	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	TEMPLE PATROL SHED	418 NH RT. 101, TEMPLE	700	\$2,417.80	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	RINDGE PATROL SHED	#1972 RT. 119 RINDGE	1,700	\$5,879.79	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	MARLBORO - RT 101 PATROL SHED	607 DUBLIN RD, MARLBORO	2,000	\$6,931.20	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	MARLBORO - RT. 12 PATROL SHED	164 MONADNOCK HWY, MARLBORO	1,200	\$4,158.72	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	WINCHESTER PATROL SHED	470 ASHUELOT MAIN ST, WINCHESTER	1,500	\$5,182.80	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	GREENFIELD PATROL SHED	265 SAWMILL RD, GREENFIELD	1,900	\$6,562.60	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	HANCOCK PATROL SHED	83 BENNINGTON RD, HANCOCK	800	\$2,766.96	NB	NB	NB
4	DOT HIGHWAY MAINTENANCE	WESTMORELAND PATROL SHED	ROUTE 12, WESTMORELAND	1,500	\$5,217.75	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	CHESTERFIELD GORGE NATURAL AREA	1823 ROUTE 9 CHESTERFIELD	489	\$1,689.64	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	PISGAH ST. PARK	520 OLD CHESTERFIELD RD WINCHESTER	489	\$1,727.54	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	JAFFREY - MONADNOCK STATE PARK	116 POOLE ROAD JAFFREY	604	\$2,089.11	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	FRANKLIN PIERCE HOMESTEAD	RTE 31, HILLSBOROUGH	1,400	\$4,808.16	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	SHEILING FOREST MCGREAL HOUSE	395 OLD STREET ROAD PETERBOROUGH	650	\$2,295.21	NB	NB	NB
4	FISH & GAME	KEENE REGION 4 OFFICE (on monthly basis)	15 ASHBROOK COURT KEENE	1,050	\$3,625.86	NB	NB	NB
4	LIQUOR COMMISSION	WEST CHESTERFIELD STORE #2	100B ROUTE 9 WEST CHESTERFIELD	600	\$2,069.64	NB	NB	NB
4	SAFETY - STATE POLICE	KEENE TROOP C	15 ASHBROOK COURT, KEENE, NH	1,500	\$5,147.40	NB	NB	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	HILLSBORO FOX FOREST	309 CENTER ROAD HILLSBORO	1,250	NB	NB	\$8,169.78	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	GREENFIELD - STATE PARK - MAINTENANCE SHED	22 MAINTENANCE DR. GREENFIELD	880	NB	NB	\$5,751.52	NB
4	DEPT. OF NATURAL & CULTURAL RESOURCES	HILLSBORO FOX FOREST	309 CENTER ROAD HILLSBORO	500	NB	NB	\$3,267.91	NB
5	ADM SERVICES WHITE FARM STATE SURPLUS	CONCORD - WHITE FARM - SURPLUS (Delivery = M, W, F - before 3:30)	144 CLINTON ST, CONCORD, NH	1,000	\$3,389.80	NB	NB	NB
5	DAS - COURT FACILITIES	HILLSBORO SOUTH COUNTY SUPERIOR COURT	30 SPRING ST, NASHUA	156	\$526.72	NB	NB	NB
5	CORRECTIONS	CONCORD - VOCATIONAL TRAINING - BUILDING TRADES	312 N. STATE STREET CONCORD, NH 03301	748	\$2,588.53	NB	NB	NB
5	CORRECTIONS	MANCHESTER CALUMET HOUSE	126 LOWELL ST MANCHESTER, NH	1,610	\$5,560.94	NB	NB	NB
5	CORRECTIONS	CONCORD HOUSE / FARM	314 N. STATE ST CONCORD, NH	3,163	\$10,814.29	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	ALLENSTOWN PATROL SHED	249 PINWOOD RD, ALLENSTOWN	200	\$705.80	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	BEDFORD PATROL SHED	6 EAST POINT DRIVE BEDFORD	100	\$344.51	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	CANTERBURY	123 WEST ROAD, CANTERBURY	150	\$527.14	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	CHICHESTER PATROL SHED	16 DEERMEADOW RD. CHICHESTER	1,200	\$4,091.88	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	LONDONDERRY	469 MAMMOTH RD, LONDONDERRY	300	\$1,016.10	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	MILFORD	33 BUXTON ROAD, MILFORD	150	\$552.10	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	LONDONDERRY PATROL SHED	4 WEST ROAD LONDONDERRY	500	\$1,693.50	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	HENNIKER PATROL SHED	57 STATE SHED RD, HENNIKER	1,200	\$4,038.72	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	HOOKSETT PATROL SHED	2 PETERS BROOK RD, HOOKSETT	350	\$1,202.77	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	CANDIA PATROL SHED	376 OLD CANDIA RD, CANDIA	600	\$2,035.20	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	WARNER "35"	35 WARNER ROAD WARNER	1,500	\$5,160.45	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	WARNER "103"	186 ROUTE 103 WARNER	500	\$1,720.15	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	BOW PATROL SHED	1266 RT. 3A, BOW	500	\$1,691.15	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	GOFFSTOWN PATROL SHED	93 CHURCH STREET, GOFFSTOWN	1,300	\$4,452.37	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	HOLLIS PATROL SHED	224 DEPOT RD, HOLLIS	2,000	\$6,849.80	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	CHESTER PATROL SHED	825 RAYMOND RD CHESTER	500	\$1,686.00	NB	NB	NB
5	DOT HIGHWAY MAINTENANCE	DERRY BRINE BLDG	59 KENDALL POND RD DERRY	550	\$1,858.23	NB	NB	NB
5	DOT TURNPIKES	HOOKSETT TOLL SIDE ROAD	I-93 NORTHBOUND HOOKSETT	3,750	\$12,391.87	NB	NB	NB
5	DOT TURNPIKES	MERRIMACK MAINTENANCE	RT. 3 DW HWY MERRIMACK	4,200	\$13,841.93	NB	NB	NB
5	DOT TURNPIKES	MERRIMACK TOLL IND.TOLL	X 10NB EVERETT TPK, MERRIMACK	10,250	\$33,770.65	NB	NB	NB
5	DOT TURNPIKES	BEDFORD TOLL MAIN	NB EVERETT TPK, BEDFORD	17,550	\$57,821.95	NB	NB	NB

Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL USAGE	Irving Oil Terminals Price	Sprague Resources Price	Atlantic Petroleum Price	C. Bean Transport Price
5	DEPT. OF NATURAL & CULTURAL RESOURCES	BOSCAWEN, NURSERY	405 D.W HWY, BOSCAWEN	1,500	\$5,092.05	NB	NB	NB
5	DEPT. OF NATURAL & CULTURAL RESOURCES	FROST FARM	122 ROCKINGHAM RD, DERRY	1,006	\$3,421.50	NB	NB	NB
5	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SUTTON REST AREA	ROUTE 89 SOUTHBOUND SUTTON	546	\$1,880.80	NB	NB	NB
5	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	CANTERBURY REST AREA	I-93 NORTH CANTERBURY	345	\$1,217.50	NB	NB	NB
5	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SALEM REST AREA	I-93 NORTH, SALEM	1,006	\$3,404.20	NB	NB	NB
5	FISH & GAME	MILFORD FISH HATCHERY	386 N. RIVER RD, MILFORD, NH	5,000	\$16,903.49	NB	NB	NB
5	FISH & GAME	MILFORD FISH HATCHERY	408 N. RIVER RD, MILFORD, NH	1,100	\$3,718.77	NB	NB	NB
5	FISH & GAME	MILFORD FISH HATCHERY	364 N. RIVER RD, MILFORD, NH	1,100	\$3,718.77	NB	NB	NB
5	SAFETY STATE POLICE	WINDHAM WEIGH STATIONS	I-93 N& S, WINDHAM, NH	900	\$3,052.80	NB	NB	NB
5	DEPT. OF NATURAL & CULTURAL RESOURCES	BEAR BROOK DD&M SHOP	157 DEERFIELD RD, ALLENSTOWN	1,006	NB	\$4,194.41	NB	NB
5	DEPT. OF NATURAL & CULTURAL RESOURCES	ALLENSTOWN BEAR BROOK PARK RESIDENCE	10 PODUNK RD, ALLENSTOWN	1,200	NB	\$4,631.28	NB	NB
5	DEPT. OF NATURAL & CULTURAL RESOURCES	SOUTH REGION HEADQUARTERS	12 PODUNK ROAD ALLENSTOWN	1,035	NB	\$5,568.43	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	500	\$1,651.70	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH MANSION VISITORS CENTER	375 LITTLE HARBOR RD PORTSMOUTH	1,100	\$3,633.74	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	LEE PATROL SHED	65 PINKHAM RD, LEE	1,100	\$3,623.07	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	DOVER PATROL SHED	50 GERRISH RD, DOVER	1,650	\$5,458.86	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	RYE / N.HAMPTON PATROL SHED	61 DOW LANE, N. HAMPTON	950	\$3,100.99	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	MILTON PATROL SHED	245 WHITE MTN HWY, MILTON	1,300	\$4,414.15	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	GONIC PATROL SHED	25 CEMETERY RD, GONIC	1,000	\$3,353.10	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	NORTHWOOD PATROL SHED	157 NH TURNPIKE, Box 1159 NORTHWOOD	1,550	\$5,227.37	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	EPPING PATROL SHED	73 COFFIN RD, EPPING	700	\$2,305.17	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	NEWFIELDS PATROL SHED	RT 108 #39 COLLEGE RD, NEWFIELDS	800	\$2,622.72	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	EXETER PATROL SHED	253 EPPING RD, EXETER	1,500	\$4,917.60	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	NORTH HAMPTON PATROL SHED	143 SOUTH RD, N.HAMPTON	1,100	\$3,601.62	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	KINGSTON PATROL SHED	35 Newton Junction Drive, Kingston	11,700	\$38,357.25	NB	NB	NB
6	DOT HIGHWAY MAINTENANCE	KINGSTON MILL ROAD PATROL SHED	65 MILL RD, KINGSTON	1,700	\$5,581.27	NB	NB	NB
6	DOT MECHANICAL SERVICES	NO. HAMPTON SATELLITE	147 SOUTH RD, N.HAMPTON	3,220	\$10,495.58	NB	NB	NB
6	DOT TURNPIKES	HAMPTON MAINTENANCE	I-95 SB, HAMPTON	5,600	\$18,233.03	NB	NB	NB
6	DOT TURNPIKES	HAMPTON RAMP TOLL	EXIT 2 I-95, HAMPTON	10,800	\$35,163.70	NB	NB	NB
6	DOT TURNPIKES	DOVER MAINTENANCE	EXIT 9NB SPAULDING TPK, DOVER	3,300	\$10,744.46	NB	NB	NB
6	DOT TURNPIKES	ROCHESTER TURNPIKES - TOLL	SPAULDING TURNPIKE ROCHESTER	3,300	\$10,744.46	NB	NB	NB
6	DOT TURNPIKES	DOVER TOLL RAMP TOLL	SPAULDING TURNPIKE DOVER	3,000	\$9,767.69	NB	NB	NB
6	DOT TURNPIKES	HAMPTON - TOLL MAIN RD	I-95 NB, HAMPTON	15,300	\$49,799.94	NB	NB	NB
6	DHHS	HAMPSTEAD HOSPITAL (STANDBY ALONE OUTSIDE TANK)	218 East Rd. Hampstead, NH 03841	12,700	\$42,270.65	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	PAWTUCKAWAY MAINTENANCE-1	128 MTN RD, NOTTINGHAM	1,035	\$3,459.17	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	NORTH BEACH BATHROOMS	920 OCEAN BLVD HAMPTON	1,173	NB	\$3,965.21	NB	NB

Division of Procurement Support Services
Bureau of Purchase Property

RFB 2615-23 Summary

DISTRICT	DEPARTMENT	LOCATION	PHYSICAL ADDRESS	ESTIMATED ANNUAL	Irving Oil Terminals	Sprague Resources	Atlantic Petroleum	C. Bean Transport
				USAGE	Price	Price	Price	Price
6	DEPT. OF NATURAL & CULTURAL RESOURCES	ODIORNE POINT HOMESTEAD	505 OCEAN BLVD, RYE	1,035	\$3,419.02	NB	NB	NB
6	DEPT. OF NATURAL & CULTURAL RESOURCES	URBAN FORESTRY	45 ELWYN RD, PORTSMOUTH	3,450	\$11,330.48	NB	NB	NB
6	DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SEABROOK REST AREA	I-95 NB, SEABROOK	3,519	\$11,783.01	NB	NB	NB
6	FISH & GAME	DURHAM REGION 3 OFFICE	225 MAIN ST, DURHAM, NH	2,600	\$8,523.83	NB	NB	NB
6	LIQUOR COMMISSION	HAMPTON STORE #73	I-95 SOUTH, HAMPTON	2,600	\$8,523.83	NB	NB	NB
6	FISH & GAME	GREENLAND GREAT BAY DEPOT HOUSE	69 DEPOT RD, GREENLAND, NH	700	\$2,294.88	NB	NB	NB
6	FISH & GAME	GREENLAND GREAT BAY DISCOVERY CENTER	69 DEPOT RD, GREENLAND, NH	700	\$2,294.88	NB	NB	NB

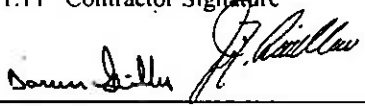
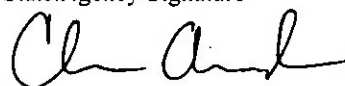
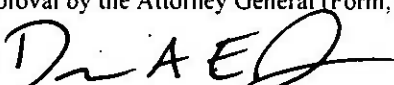
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Irving Oil Terminals Inc.		1.4 Contractor Address 190 Commerce Way Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-559-8834	1.6 Account Unit and Class Various	1.7 Completion Date August 31, 2025	1.8 Price Limitation \$2,725,935.22
1.9 Contracting Officer for State Agency C. Ryan Fuller		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  Date: July 13, 2023 July 11, 2023		1.12 Name and Title of Contractor Signatory John Laidlaw, Secretary Darren Gillis, Vice-President	
1.13 State Agency Signature  Date: 7/21/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/25/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Irving Oil Terminals Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Irving Oil Terminals' Inc. Services in accordance with the bid submission in response to State Request for Bid #2615-23, as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2615-23
- f. EXHIBIT E Contractor's Bid Response
- g. EXHIBIT F Contractor Fuel Pricing Structure

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2615-23," (5) EXHIBIT E "Contractor's Bid Response", and (6) EXHIBIT F "Contractor Fuel Pricing Structure".

3. TERM OF CONTRACT

The term of the contract shall commence on September 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through August 31, 2025, a period of approximately two (2) years.

The Contract may be extended for up to an additional one (1) year thereafter upon the same terms, conditions, and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

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 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 Contractor. 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. The 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.

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 Contractor 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 Contractor. The Contractor 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 CHANGES per STATE and/or FEDERAL LAW:

In the event a State or Federal law relating to #2 heating oil or K-1 kerosene specifications becomes effective during the contract term, successful Contractor(s) shall be expected to comply with revised specifications. In the event the product pricing reflected in OPIS "Oil Price Daily" publication does not conform to the law, the State shall work with successful Contractor(s) to determine an alternative index price.

Additional Requirements:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION

DELIVERY PROCEDURES AND REQUIREMENTS, APPLIES TO ALL TRANSACTIONS:

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

All Deliveries will be made within three (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 Contractors are a 365-day delivery operation.

Dipping Tanks – State agencies require the Contractor to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips; to include a check for water during each sticking. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03" or the most recent revision.

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.

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. Contractor is responsible for damage to the extent cause by Contractor or its subcontractor. 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 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 Contractor's sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

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 Contractor should deliver product to the wrong tank, the Contractor 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.

EMERGENCIES – Emergency fuel delivery policy for "will call" status accounts:

Contractor agrees to deliver in less than the standard time in case of emergencies to the best of Contractor's ability.

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.

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.

The Contractor will be financially responsible for replacement of any State property, which is damaged by the Contractor's employees or any personnel or company acting on the Contractor'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 site:

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 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.

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.

DELIVERY – "AUTOMATIC":

There are locations on the attached location listing that require "automatic delivery". 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 Contractor in writing to request the change.

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, upon request (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 also 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 successful 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 successful 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 – "AFTER HOURS DELIVERY", AGENCY AND CONTRACTOR RESPONSIBILITIES:

Contractor 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 Contractor and

agency shall take place to allow for "after hours delivery". Ordering State Agencies shall comply where possible with the Contractor'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.

MINIMUM ORDERS (SHALL APPLY TO WILL-CALL LOCATIONS ONLY):

DELIVERY FEE MATRIX FOR "#2 FUEL/KEROSENE DELIVERIES		
TANK SIZE	MINIMUM GALLONS DELIVERED	LESS THAN MINIMUM QTY DELIVERED FEE •
< 330 GALLON TANK	100 GALLONS	\$50 FEE
331 - 1000 GALLON TANK	150 GALLONS	\$50 FEE
1001 - 3000 GALLON TANK	450 GALLONS	\$50 FEE (PT)
3001 - 6000 GALLON TANK	1000 GALLONS	\$50 FEE (PT)
6001 - 8000 GALLON TANK	2000 GALLONS	\$50 FEE (PT)/ \$100 (TT)
8001+ GALLON TANK	3000 GALLONS	\$75 FEE (PT)/ \$150 (TT)
A -TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE" B - IF LOCATION 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		

WARRANTY REQUIREMENTS:

The successful Contractor shall be required to provide warranties on all equipment provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The successful Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Contractor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Contractor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Contractor shall bear all losses accruing to the Contractor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Contractor

estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Contractor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Contractor's performance of the requested services shall be repaired at the Contractor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Ryan Fuller and sent electronic to Christopher.R.Fuller@DAS.NH.Gov. At a minimum, the report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- **Format to be in Excel**

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2615-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/Contractorregistration/\(S\(a0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(a0fzcv55qhaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its 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 submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Fuel #2 heating oil and Kerosene services, reference Exhibit D, in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,725,935.22; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

SEE EXHIBIT F CONTRACTOR FUEL PRICING STRUCTURE.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFB #2615-23 is incorporated here within.

EXHIBIT E

Contractor's bid is incorporated here within.

Contractor Initials OGJ
Date JULY 13, 2023

EXHIBIT F

Contractor's fuel pricing structure is incorporated here within.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that IRVING OIL TERMINALS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 22, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 306266

Certificate Number: 0006253322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

IRVING OIL TERMINALS INC.

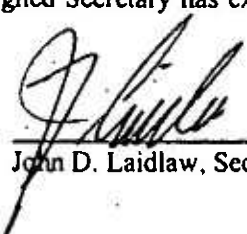
Certificate of Authority

The undersigned, JOHN D. LAIDLAW, hereby certifies that he is the duly elected and acting Secretary of IRVING OIL TERMINALS INC. (D/B/A IRVING ENERGY), a Delaware corporation (the "Corporation"), and that the following is a true and correct list of incumbent officers of the Corporation:

<u>Name</u>	<u>Office</u>
Ian Whitcomb	President
Darren Gillis	Vice President
Jim MacGillivray	Treasurer
John D. Laidlaw	Secretary

The undersigned certifies that, pursuant to the Bylaws of the Corporation, any two officers of the Corporation may sign contracts, documents, and instruments on behalf of the Corporation and certifies that the officers listed above have authority to bind the Corporation. It is understood that the State of New Hampshire will rely on this Certificate as evidence of authority to enter into contracts and agreements with the State. This Certificate shall remain valid for thirty (30) days from the date hereof.

IN WITNESS WHEREOF, the undersigned Secretary has executed this certificate as of June 28th, 2023.



John D. Laidlaw, Secretary

CANADA
PROVINCE OF NEW BRUNSWICK
County of Saint John

June 28, 2023

Then personally appeared the above-named John D. Laidlaw in his capacity as Secretary of Irving Oil Terminals Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Rebecca McElman

Notary Public, Province of New Brunswick
Printed Name: *Rebecca McElman*
My commission does not expire





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2023

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 have ADDITIONAL INSURED provisions or 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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON, M5J 0A8 Attn: Canada.Certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
CN101507680-XS-23-24 INSURED Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801														

COVERAGES **CERTIFICATE NUMBER:** HOU-003402862-21 **REVISION NUMBER:** 12

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,900,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG27239559	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 3,100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 3,100,000 GENERAL AGGREGATE \$ 3,100,000 PRODUCTS - COM/POP AGG \$ 3,100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MCC H08138382	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000,000			XOOG27238555	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

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
of Marsh USA LLC

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Canada Limited		NAMED INSURED Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General, Auto and Umbrella Liability policies were placed by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to this placement, which is indicated here for your convenience.

First Excess Liability
 Policy Number: B0509ENGAO2350095
 Carrier: Zürich Insurance Company Ltd
 Effective Dates: 03/31/2023 - 03/31/2024
 Limit: 15,000,000 xs 15,000,000

Second Excess Liability
 Policy Number: B0509ENGAO2350087
 Carrier: Lloyd's Underwriters
 Effective Dates: 03/31/2023 - 03/31/2024
 Limit: 10,000,000 xs 30,000,000

Third Excess Liability
 Policy Number: CEX00062
 Carrier: Lloyd's Underwriters
 Effective Dates: 03/31/2023 - 03/31/2024
 Limit: 10,000,000 xs 40,000,000

Fourth Excess Liability
 Policy Number: B0509ENGAO2350085
 Carrier: Lloyd's Underwriters
 Effective Dates: 03/31/2023 - 03/31/2024
 Limit: 15,000,000 xs 50,000,000

Fifth Excess Liability
 Policy Number: B0509ENGAO2350086/B0509ENGAO2350096
 Lloyd's Underwriters - 50% -
 Zurich Insurance PLC - 50%
 Effective Dates: 03/31/2023 - 03/31/2024
 Limit: 50,000,000 xs 65,000,000

The above Excess Liability policies are written in USD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2023

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 have ADDITIONAL INSURED provisions or 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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Atrn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN101507680--WC-22-23	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
INSURED Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Company	
	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
		NAIC # 23035

COVERAGES **CERTIFICATE NUMBER:** HOU-003685022-24 **REVISION NUMBER:** 6

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA2-B7D-072905-042	11/16/2022	11/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The US WC Policy No. WA2-B7D-072905-049 placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

CERTIFICATE HOLDER State of New Hampshire Division of Plant and Property Management Bureau of Purchase and Property 25 Capitol Street, State House Annex Concord, NH 03301-6398	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 of Marsh USA LLC <i>Marsh USA Inc.</i>
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AGENCY CUSTOMER ID: CN101507680

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Canada Limited		NAMED INSURED Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The US WC Policy No. WA2-87D-072905-042 placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: May 31, 2023

Company Name: Irving Oil Terminals Inc. (DBA Irving Energy)

Address:

190 Commerce Way

Portsmouth, NH 03801

To: Point of Contact: Claudia Roy

Telephone: (603)-271-2202

Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Supply and Delivery of Kerosene and Fuel# 2 Heating Oil

Bid Number: 2615-23

Bid Posted Date (on or by): 05/23/2023

Bid Closing Date and Time: 06/06/2023 @ 11:00 AM (EST)

Dear Claudia Roy:

[Insert name of signor] Tara Frost, on behalf of Irving Oil Terminals Inc. (DBA Irving Energy) [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 # 2615-23 for Supply and Delivery of Kerosene and Fuel# 2 Heating Oil Service 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 Closing 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 21-1:11-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 21-1:11-c within the past year.

This document shall 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 Tara Frost

Authorized Signor's Title Government Accounts Manager

**REQUEST FOR BID FOR SUPPLY AND DELIVERY OF KEROSENE AND FUEL#2 HEATING Oil SERVICE
FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of kerosene and fuel#2 heating oil to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall 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.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Claudia Roy at the following address: Claudia.I.Roy@das.nh.gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

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 shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

05/23/2023	Bid Solicitation distributed on or by
05/31/2023	Last day for questions, clarifications, and/or requested changes to bid
06/06/2023	11:00 AM (EST) Bid Closing
09/01/2023	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

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

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response 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.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on September 1, 2023 or upon approval of the Governor and Executive Council, whichever is later, whichever is later (the "effective date") and shall continue thereafter for a period of two (2) years.

The contract may be extended for an additional one (1) two-year extension 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 extensions) shall not exceed four (4) years.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest mark-up price per location or average mark-up per location for group of locations as stated in the offer section of this solicitation. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

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

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.**

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

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

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package 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): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid mark-up prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to Claudia.I.Roy@das.nh.gov .

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.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Cláudia Roy and sent electronic to Claudia.I.Roy@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. 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 shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the vendor and agency (example: monthly invoice). Invoices must be sent to the State department or agency to which the delivery is made. Vendor(s) may email invoices, however it is the vendor's responsibility to obtain the proper email address prior to submitting invoices via email. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

It will be the responsibility of the successful Vendor(s) to see that all invoices are complete and priced accurately per the terms, conditions and format of this bid and any resulting contract(s). 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.

Vendors are allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the contracted price shall be considered a discount unless the ordering Agency is notified as referenced in the "Returned Product/Incorrect Invoices or Deliveries" section below.

ADDITIONAL INVOICING REQUIREMENTS:

Invoices shall indicate all data stated below; Item 8 may be itemized by tax/fee or shown in total titled "Environmental Fees" and shown on each invoice

1. The quantity delivered
2. Description of product delivered
3. Date of delivery
4. Dip stick reading before and after delivery
 - Dip stick readings shall be accurate within 1/8" inch per State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03" or the most recent revision
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

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 following Monday or next business day. If deliveries occur on a holiday that falls in the middle of the week (EXAMPLE: THANKSGIVING IS OBSERVED ON A THURSDAY), invoices for those delivery dates will be calculated against the posted price on the next business day. State of New Hampshire observed holidays:

NEW YEARS DAY	MARTIN LUTHER KING DAY	PRESIDENTS DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY	VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS DAY		

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. 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 services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

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 vendor 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 Vendor. The 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. 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.

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 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 CHANGES per STATE and/or FEDERAL LAW:

In the event a State or Federal law relating to #2 heating oil or K-1 kerosene specifications becomes effective during the contract term, successful vendor(s) shall be expected to comply with revised specifications. In the event the product pricing reflected in OPIS "Oil Price Daily" publication does not conform to the law, the State shall work with successful vendor(s) to determine an alternative index price.

Additional Requirements:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

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 three (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 vendors are a 365-day delivery operation.
2. Dipping tanks- State agencies require the Vendor to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips, to include a check for water during each sticking. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03" 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 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. Vendor is responsible for damage to the extent cause by vendor or its subcontractor. 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 vendor should deliver product to the wrong tank, the vendor 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 Vendor, the requesting agency reserves the right to purchase elsewhere, charging any additional costs over and above the original contractors cost back to the original Vendor.
 - d. The Vendor will be financially responsible for replacement of any State property, which is damaged by the Vendor's employees or any personnel or company acting on the Vendor'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 site:

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 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.

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
- Vendor may offer a cash discount for earlier payment on invoices .

DELIVERY – "AUTOMATIC":

There are locations on the attached location listing that require "automatic delivery". 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 Vendor in writing to request the change.

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

The successful vendor 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 vendor 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 VENDOR RESPONSIBILITIES:

Vendor 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 vendor and agency shall take place to allow for "after hours delivery". Ordering State Agencies shall comply where possible with the vendor'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.

MINIMUM ORDERS (SHALL APPLY TO WILL-CALL LOCATIONS ONLY):

DELIVERY FEE MATRIX FOR "#2 FUEL/KEROSENE DELIVERIES		
TANK SIZE	MINIMUM GALLONS DELIVERED	LESS THAN MINIMUM QTY DELIVERED FEE
< 330 GALLON TANK	100 GALLONS	\$50 FEE
331 - 1000 GALLON TANK	150 GALLONS	\$50 FEE
1001 - 3000 GALLON TANK	450 GALLONS	\$50 FEE (PT)
3001 - 6000 GALLON TANK	1000 GALLONS	\$50 FEE (PT)
6001 - 8000 GALLON TANK	2000 GALLONS	\$50 FEE (PT)/ \$100 (TT)
8001+ GALLON TANK	3000 GALLONS	\$75 FEE (PT)/ \$150 (TT)
A -TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE" B – IF LOCATION 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		

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The

Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings; materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? Yes or **No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

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.

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 mark-up prices provided in Attachment: RFB 2615-23 Locations and Offer Sheet for the entire contract term and any extension.

Please see the Attachments.

The attached offer section has been divided into districts (per the attached DOT District Map).

Please note: 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.

VENDOR OPPORTUNITY/STATE LOCATIONS

- There is a single pricing format, **index based using the OPIS Oil Price Daily**, as the rack + mark up

- Vendors may bid on as many locations and products as they feel they can service effectively.
- Vendors must bid on **all tanks at a location** to be considered for award (ex. K-1 tank and #2 Fuel tank at Cannon Mountain locations, Greenfield State Park, Franklin WWTP, New Durham Powder Mill Hatchery, Bear Brook Park/South Region DNCR Headquarter and Wentworth Coolidge Mansion shall be awarded to a single vendor).
- The act of submitting a bid is to be considered in full acknowledgment that the vendor is familiar with the conditions and requirements of these specifications and the locations delivery requirements.

BID OFFER FORMAT – DECIMAL PLACES:

Offer prices are to be **mark-up** price PER GALLON. Offered price per gallon shall not exceed **4 places** to the right of the decimal (example .0125).

INDEX BASED BID FORMAT - consists of 2 components: index and mark-up. Mark-up prices offered by the vendor shall be added to the index price posted for the **date of delivery** to achieve the **total** price per gallon for the product delivered.

Index: Price of the product, on the-date of delivery, as provided by the OPIS "Oil Price Daily" publication.

1. #2 Heating Oil: Vendor(s) shall base pricing on the "NO. 2 OIL" **Boston, MA LOW** price as posted in the Daily Petroleum Prices section of the OPIS "Oil Price Daily" publication. See Attachment B OPIS Sample Attachment 2 Sample (\$2.3462 was the low post for Boston, MA).
2. K-1 Kerosene: Vendor(s) shall base pricing on the "KEROSENE" **Newington, NH LOW** price as posted in the Daily Petroleum Prices section of the OPIS "Oil Price Daily" publication. See Attachment B OPIS Sample (\$2.9860 was the low post for Newington, NH).

Mark-up: Cost added to index to cover cost of transportation, taxes, fees, etc. Mark-up shall be based per gallon and is not to exceed 4 places to the right of decimal (example \$0.0125).

1. Vendor(s) shall offer a mark-up price per gallon for the location they are bidding on that shall remain firm for the contract term specified.
2. The mark-up price shall be based on the "ESTIMATED" volume stated for the product and price shall **include** all taxes, fees, delivery cost and all other charges.
3. Mark-up prices bid by the successful vendor(s) shall remain firm for the product for the term of the contract and any extension thereof and shall include delivery and all other charges.
4. Fuel index prices may increase or decrease during the term of the contract in accordance with the "Oil Price Daily" postings.

INFORMATIONAL PURPOSES ONLY

BURNER SERVICE AND REPAIR:

The vendor 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 vendor 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

STATE OF NEW HAMPSHIRE CONTINGENCY LINE FOR REPAIRS:

The State of New Hampshire will add contingency line for repairs required, to be completed, in order to complete the delivery of fuel. This must be invoiced separately from the delivery.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Tara Frost</u>	<u>(603) 559-8834</u>	<u>(888) 310-1924</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>tara.frost@irvingoil.com</u>	<u>www.irvingoil.com</u>	
E-mail Address	Company Website	
<u>Irving Oil Terminals Inc. (DBA Irving Energy)</u>	<u>190 Commerce Way Portsmouth, NH 03801</u>	
Vendor Company Name	Vendor Address	

DELIVERY LOCATIONS:

The following 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.

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

ATTACHMENTS:

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

- Attachment A: Sample P-37 Form
- Attachment B: OPIS Sample
- Attachment C: Locations and Offer Sections

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 239 920 565 418

Passcode: 98P6py

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 113 485 085 0

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944,294623521# United States, Concord

Phone Conference ID: 294 623 521#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

ATTACHMENT A
SAMPLE FORM TO BE COMPLETED UPON AWARD
FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at

the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments,

finances, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-

A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the

interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: June 1, 2023

ADDENDUM #1 TO BID INVITATION # 2615-23

DATE OF BID CLOSING: 06/06/2023

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: Supply and Delivery of Kerosene and Fuel#2 Heating Oil

RFB sheet previously read:

BID PRICES:

Bid mark-up prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to Claudia.I.Roy@das.nh.gov.

Changed to read:

BID PRICES:

Bid mark-up prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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Price decreases shall become effective immediately as they become effective to the general trade.

RFB sheet clarification:

DELIVERY LOCATIONS:

The following 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.

Clarification:

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, as stated on page 5. The attached locations do not include those addresses. That is what it is meant for "This listing does not include any eligible participants".

PURCHASING AGENT: Claudia Roy

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Irving Oil Terminals Inc. (DBA Irving Energy) **ADDRESS** 190 Commerce Way

BY  Portsmouth, NH 03801

(this document must be signed)

Tara Frost **TEL. NO.** (603) 559-8834

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.