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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 28, 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 exercise an amendment to an existing contract (Contract #8002923) with Sprague Operating Resources LLC (VC#174222), Portsmouth, NH, to increase the price limitation by $32,244.39 from $1,002,451.71 to $1,034,696.10. The amendment addresses the revised vendor name throughout the current agreement, adds established superfund fees from the Internal Revenue Service (IRS) for delivery and adds one location to the contract effective upon Governor and Executive Council approval through August 31, 2023. The original contract was approved by the Commissioner of the Department of Administrative Services on August 19, 2021 and most recently amended with the Commissioner of the Department of Administrative Services approval on August 15, 2022.

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

As previously stated, the original contract (Contract #8002923) was approved by the Commissioner of the Department of Administrative Services on August 19, 2021. It was then subsequently amended with the Commissioner of the Department of Administrative Service approval on January 24, 2022; on April 13, 2022; on September 15, 2022; and on August 15, 2022.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for quote (RFQ) 2023-330 on January 15, 2023, with responses due on January 20, 2023 to address the cost of the additional location. This quote reached five contracted partners that specialize in this type of fuel for the State of New Hampshire. We received two responses; Sprague Operating Resources LLC was the only vendor to provide pricing. C.N. Brown Energy, LLC. responded and stated that the provided location was outside their coverage area.

This requested amendment, upon approval, will update the vendor name throughout the current agreement, add established superfund fees from the Internal Revenue Service (IRS) for delivery, and adds one additional location, Hampstead Hospital, of the Department of Health and Human Services. Hampstead Hospital is a new location in operation for the State and is in need of alignment with multiple current statewide contracts.

Contract financials	
Current price limitation	$1,002,451.71
Add super funds by IRS	$279.34
Add Hampstead Hospital	$31,965.05
Requested price limitation	$1,034,696.10

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Sprague Operating Resources LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

RFQ Description	Fuel #2 and kerosene supply & delivery	Agency	Statewide
		RFQ#	330-2023
Agent Name	Claudia Roy	Bid Closing	1/20/2023

Price Limitation with Hampstead Hospital				$1,034,416.76
	Annual Estimated usage	Monthly Estimated	Super fund(.0039) Cost per month	8 Months remaining in 2023
District 2	36015	3001	11.70	$ 93.64
District 5	2300	192	0.75	$ 5.98
District 6	69124	5760	22.47	$ 179.72
Total additional funds for Super funds 2023				$ 279.34

4th Contract Amendment Price Limitation	$1,034,696.10

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	2 years
Price Limitation	$1,034,696.10
Number of Solicitations Received	2
Number of Sourced bidders	5
Number of NIGP Vendors Sourced	1
Number of non-responsive bidders	0
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	NA

Special Notes:	Added locations and added super funds to current contract 8002923.

FOURTH AMENDMENT TO THE CONTRACT
BETWEEN SPRAGUE OPERATING RESOURCES LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SUPPLY AND DELIVERY OF FUEL, #2 AND/OR KEROSENE
CONTRACT # 8002923

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 24th day of May 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and SPRAGUE OPERATING RESOURCES LLC (hereinafter referred to as "the Contractor") for Supply and Delivery of Fuel, #2 and/or Kerosene.

WHEREAS, pursuant to an agreement effective September 1, 2021, amended by the First Amendment on January 24, 2022, the Second Amendment on April 13, 2022, the third Amendment on September 15, 2022 and, set to expire August 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide fuel, #2 and/or kerosene to the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety form Number P-37, item 1.3 Contract Name and substitute the following;

   1.3 SPRAGUE OPERATING RESOURCES LLC

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $1,034,696.10

Contract financials		
Original price limitation	$	37,217.23
Changed by first amendment to	$	41,440.19
Changed by second amendment to	$	1,004,161.69
Changed by third amendment to	$	1,002,451.71
Add IRS superfund fee this amendment	$	279.34
Add locations change this amendment	$	31,965.05
New requested price limitation	$	1,034,696.10

Contractor Initials: JS
Date: 5/24/23

3. Amend Exhibit C Payment & Pricing Table by location adding District 6, Hampstead Hospital location to the payment terms upon approval by Governor and Executive Council through August 31, 2023.

DISTRICT 6										Sprague
Legend:	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Bold Font = Tanks are U/G & Require Pressure Delivery	Unlined Font = automatic Delivery	Double unlined: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID			Italic Font: Requires Saturday Delivery				
DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	REMIT ADDRESS	TANK ID	PT / TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	
DHHS	Hamostead Hospital (stand-alone outside tank)	218 East Rd Hampstead, NH 03841	Aaron Stuart (w) 603-329-5311 (cell) 603-724-9898	218 East Rd Hampstead, NH 03841	Site ID:198 70301 3 Facility ID:000 1371	PT or TT	(1) 6000 gallons	#2	12,700	$0.2464

4. Amend Exhibit C Payment & Pricing Table by locations for Districts 2, 5 and 6 locations to increase by $.0039 per gallon mark-up cost per location due to the IRS superfund fee for 2023 for location payment terms for the period January 1, 2023, through August 31, 2023.

DISTRICT 2					Sprague
Legend:	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK	TT = TRACTOR TRAILER	#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Bold Font = Tanks are U/G & Require Pressure Delivery	Unlined Font = automatic Delivery	Double unlined: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID	Italic Font: Requires Saturday Delivery	

Contractor Initials: JS
Date: 5/24/23

DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	REMIT ADDRESS	TANK ID	PT / TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	
DAS - COURT FACILITIES	LEBANON DISTRICT COURT	38 CENTERRA PKWY, LEBANON	SARAH LINEBERRY 856-5702	NH ADMINISTRATIVE SERV. COURT FACILITIES. ROOM 115. 25 CAPITOL STREET CONCORD, NH 03301	L883437	PT	1/500	#2	6,000	$0.2004
DOT HIGHWAY MAINTENANCE	NEW LONDON PATROL SHED (Old Shed)	63 DUMP RD NEW LONDON	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	OLD "214"	PT	2/275	#2	2,000	$0.1829
DOT HIGHWAY MAINTENANCE	NEW LONDON PATROL SHED (New Shed)	63 DUMP RD NEW LONDON	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	NEW "214"	PT	2/275	#2	1,200	$0.1829
DOT HIGHWAY MAINTENANCE	ORFORD PATROL SHED	946 NH RT 10, ORFORD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	201	PT	1/1000	#2	600	$0.3479
DOT HIGHWAY MAINTENANCE	WENTWORTH PATROL SHED	465 E SIDE DR, WENTWORTH	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	202	PT	2/275	#2	1,200	$0.3454

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DOT HIGHWAY MAINTENANCE	HAVERHILL PATROL SHED	3375 DARTMOUTH COLLEGE HWY HAVERHILL	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	204	PT	2/275	#2	1,950	**$0.3454**
DOT HIGHWAY MAINTENANCE	RUMNEY PATROL SHED	43 OLD N GROTON RD. RUMNEY	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	203	PT	U/G 1/1,000	#2	1,200	**$0.2454**
DOT HIGHWAY MAINTENANCE	CANAAN PATROL SHED	490 NH RTE 118, CANAAN	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	205-2	PT	U/G 1/1,000	#2	600	**$0.3034**
DOT HIGHWAY MAINTENANCE	CORNISH PATROL SHED	220 STAGE & TOWNSHOUSE RD. CORNISH	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	212	PT	2/275	#2	1,000	**$0.3034**
DOT HIGHWAY MAINTENANCE	LEBANON PATROL SHED	138 ETNA ROAD, LEBANON	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	207	PT	2/275	#2	1,300	**$0.2354**
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (224 Patrol Shed Bldg. 31)	8 EASTMAN HILL RD. ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	"NEW" 224	PT	U/G 1/1,120	#2	2,500	**$0.1804**

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DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Old 224 Patrol Shed Bldg. 7)	8 EASTMAN HILL RD. ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	"OLD" 224	PT	1/1000	#2	4,700	$0.1804
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Warehouse Bldg. 2)	8 EASTMAN HILL RD. ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	20-4 BLUE	PT	1/275	#2	500	$0.1804
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (District Office Bldg. 1)	8 EASTMAN HILL RD. ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	20-1 OFFICE	PT	2/330	#2	6,500	$0.1804
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Welding Shop Bldg. 4)	8 EASTMAN HILL RD. ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	24-2 WELD	PT	1/275	#2	750	$0.1804
DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD. NEWBURY	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	216-1	PT	1/275	#2	0	$0.2054
DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD. NEWBURY	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	216-2	PT	U/G 1/1,000	#2	0	$0.2054

Contractor Initials: JS
Date: 5/24/23

DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SPRINGFIELD REST AREA	I-89 NORTHBOUND, SPRINGFIELD	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST. SUITE 100 CONCORD, NH 03301	243	PT	2/330	#2	3,265	**$0.1954**
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	LEBANON REST AREA	I-89 EXIT 18 SOUTHBOUND, LEBANON	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST. SUITE 100 CONCORD, NH 03301	242	PT	2/275	#2	750	**$0.2404**

DISTRICT 5										Sprague
Legend:	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK			TT = TRACTOR TRAILER				#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Bold Font = Tanks are U/G & Require Pressure Delivery	**Unlined Font = automatic Delivery**	**Double unlined: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID**			***Italic Font: Requires Saturday Delivery***				
DEPT.	**LOCATION**	**PHYSICAL ADDRESS**	**CONTACT PERSON & TELEPHONE**	**REMIT ADDRESS**	**TANK ID**	**PT / TT**	**TANK SIZE & QTY**	**FUEL TYPE**	**ESTIMATED ANNUAL USAGE**	
DOT HIGHWAY MAINTENANCE	CHICHESTER PATROL SHED	16 DEERMEADOW RD. CHICHESTER	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR. BEDFORD, NH 03110		PT	1/1000	#2	1,200	**$0.2654**
DOT HIGHWAY MAINTENANCE	CANDIA PATROL SHED	376 OLD CANDIA RD. CANDIA	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR. BEDFORD, NH 03110	509	PT	1/1,000	#2	600	**$0.2454**

Contractor Initials: JS
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DOT HIGHWAY MAINTENANCE	CHESTER PATROL SHED	825 RAYMOND RD CHESTER	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR. BEDFORD, NH 03110	513C	PT	2/275	#2	500	**$0.2054**

DISTRICT 6										Sprague
	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK			TT = TRACTOR TRAILER				
Legend:	**Bold Font = Tanks are U/G & Require Pressure Delivery**	**Unlined Font = automatic Delivery**	**Double unlined: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID**			**Italic Font: Requires Saturday Delivery**				**#2 Heating Oil or K-1 Index mark up over OPIS/Gallon**
DEPT.	**LOCATION**	**PHYSICAL ADDRESS**	**CONTACT PERSON & TELEPHONE**	**REMIT ADDRESS**	**TANK ID**	**PT / TT**	**TANK SIZE & QTY**	**FUEL TYPE**	**ESTIMATED ANNUAL USAGE**	
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-1	PT	1/275	#2	500	**$0.1454**
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-2	PT	1/275	#2	500	**$0.1454**
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-3	PT	1/275	#2	500	**$0.1454**

Contractor Initials: JS
Date: 5/24/23

DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-4	PT	1/275	#2	500	**$0.1454**
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-5	PT	1/275	#2	500	**$0.1454**
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	397 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	WC-6	PT	1/275	#2	500	**$0.1454**
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH MANSION VISITORS CENTER	375 LITTLE HARBOR RD PORTSMOUTH	ANDREW CUSHING 271-3238	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301			1/275	#2	1,100	**$0.1454**
ADJUTANT GENERAL	PORTSMOUTH PEASE BUILDING 165	302 NEWMARKET STREET NEWINGTON	RUSS BELLOTTIE 430-2418	NH ADJUTANT GENERAL, BUS.OFFICE, 4 PEMBROKE RD. CONCORD, NH 03301	165	PT	1/330	K-1	1,500	**$0.2204**
DOT HIGHWAY MAINTENANCE	DOVER PATROL SHED	50 GERRISH RD. DOVER	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	606	PT	2/275	#2	1,650	**$0.1479**

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DOT HIGHWAY MAINTENANCE	RYE / N.HAMPTON PATROL SHED	61 DOW LANE, N. HAMPTON	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	610	PT	1/1,000	#2	950	$0.1054
DOT HIGHWAY MAINTENANCE	GONIC PATROL SHED	25 CEMETERY RD, GONIC	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	603	PT	1/1,000	#2	1,000	$0.2054
DOT HIGHWAY MAINTENANCE	EPPING PATROL SHED	73 COFFIN RD, EPPING	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	608	PT	2/275	#2	700	$0.1454
DOT HIGHWAY MAINTENANCE	NEWFIELDS PATROL SHED	RT 108 #39 COLLEGE RD, NEWFIELDS	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	609	PT	1/1,000	#2	800	$0.1254
DOT HIGHWAY MAINTENANCE	EXETER PATROL SHED	253 EPPING RD, EXETER	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	607	PT	1/1,000	#2	1,500	$0.1254
DOT HIGHWAY MAINTENANCE	NORTH HAMPTON PATROL SHED	143 SOUTH RD, N.HAMPTON	BARBARA SILVA 868-1133	NH DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	612	PT	1/1,000	#2	1,100	$0.1154

Contractor Initials: JS
Date: 5/24/23

DOT MECHANICAL SERVICES	NO. HAMPTON SATELLITE	147 SOUTH RD, N.HAMPTON	RAY BUROVAC 964-6500	NH DOT MECHANICAL SERVICES, PO BOX 483 CONCORD, NH 03301	#7	TT	U/G 1/2,000	#2	3,220	**$0.1079**
DOT TURNPIKES	HAMPTON MAINTENANCE	I-95 SB, HAMPTON	TIMOTHY STEWART 485-3806	NH DOT-TURNPIKES, PO BOX 2950 CONCORD, NH 03302	25	PT	1/5,000	#2	5,600	**$0.0954**
DOT TURNPIKES	HAMPTON RAMP TOLL	EXIT 2 I-95, HAMPTON	TIMOTHY STEWART 485-3806	NH DOT-TURNPIKES, PO BOX 2950 CONCORD, NH 03302	42	PT	1/5,000	#2	10,800	**$0.0954**
DOT TURNPIKES	DOVER MAINTENANCE	EXIT 9NB SPAULDING TPK, DOVER	TIMOTHY STEWART 485-3806	NH DOT-TURNPIKES, PO BOX 2950 CONCORD, NH 03302	14	PT	1/3,000	#2	3,300	**$0.1054**
DOT TURNPIKES	DOVER TOLL RAMP TOLL	SPAULDING TURNPIKE DOVER	TIMOTHY STEWART 485-3806	NH DOT-TURNPIKES, PO BOX 2950 CONCORD, NH 03302	43	PT	1/3,000	#2	3,000	**$0.0954**
DOT TURNPIKES	HAMPTON - TOLL MAIN RD	I-95 NB, HAMPTON	TIMOTHY STEWART 485-3806	NH DOT-TURNPIKES, PO BOX 2950 CONCORD, NH 03302	41	TT	1/10,000	#2	15,300	**$0.0954**

Contractor Initials: JS
Date: 5/24/23

DEPT. OF NATURAL & CULTURAL RESOURCES	ODIORNE POINT HOMESTEAD	505 OCEAN BLVD, RYE	BRIAN PARISE 227-8714	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	OH-1	PT	1/275	#2	1,035	**$0.1379**
DEPT. OF NATURAL & CULTURAL RESOURCES	URBAN FORESTRY	45 ELWYN RD, PORTSMOUTH	AJ DUPERE 431-6774	NH DNCR - URBAN FORESTRY CENTER, 45 ELWYN RD, PORTSMOUTH, NH 03801	UFC	PT	2/275	#2	3,450	**$0.1379**
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SEABROOK REST AREA	I-95 NB, SEABROOK	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST, SUITE 100 CONCORD, NH 03301	15	PT	2/275	#2	3,519	**$0.2004**
FISH & GAME	DURHAM REGION 3 OFFICE	225 MAIN ST, DURHAM, NH	DOUG GROUT - 868-1095	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	* D01	PT	U/G 1/1,000	#2	2,600	**$0.1254**
LIQUOR COMMISSION	HAMPTON STORE #73	I-95 SOUTH, HAMPTON	CHARLINE EVERSON 230-7099	NH LIQUOR COMMISSION PO BOX 503 CONCORD, NH 03301	LIQ73H	PT	1/1000	#2	2,600	**$0.1254**
FISH & GAME	GREENLAND GREAT BAY DEPOT HOUSE	69 DEPOT RD, GREENLAND, NH	CORY RILEY 868-1095	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	S01	PT	1/275	#2	700	**$0.2104**

Contractor Initials: JS
Date: 5/24/23

FISH & GAME	GREENLAND GREAT BAY DISCOVERY CENTER	89 DEPOT RD, GREENLAND, NH	CORY RILEY 868-1095	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	S01	PT	1/275	#2	700	**$0.2104**

5. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 19, 2021, shall remain in full force and effect.

Contractor Initials: JS
Date: 5/24/23

SPRAGUE OPERATING RESOURCES LLC

By: Joseph S. Smith

Joseph S. Smith
(Print Name)

Title: Vice President

Date: May 24, 2023

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: Jill Rerlow

Jill Rerlow
(Print Name)

Title: Associate Attorney General

Date: 6/12/23

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: JS
Date: 5/24/23

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 SPRAGUE OPERATING RESOURCES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 02, 1987. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **122046**

Certificate Number: **0006227806**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan

Secretary of State

SPRAGUE OPERATING RESOURCES LLC

SECRETARY'S CERTIFICATE

The undersigned, Paul A. Scoff, do hereby certify that I am the duly electing, qualified and acting Vice President, General Counsel, Chief Compliance Officer and Secretary of Sprague Operating Resources LLC (the "Company"), a limited liability company formed under the laws of the State of Delaware, and DO HEREBY FURTHER CERTIFY the following:

(1) That pursuant to the Company's Amended and Restated Limited Liability Company Agreement adopted by the Sole Member of the Company effective October 30, 2013, and such Agreement designates Company officers for the purpose of carrying out the Company's business purposes and operative objectives, including authority to execute and deliver documents, contracts and agreements for and on behalf of the Company; and

(2) That Joseph Smith was elected as Vice President, Refined Products of the Company on July 1, 2022.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company, all as of the 24th day of May, 2023.

Name: Paul A. Scoff
Title: Vice President, General Counsel,
Chief Compliance Officer and Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/2022

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 USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN125447319-GAWU-MarPL-22-23 NATGA

CONTACT NAME: Mike Imperato
PHONE (A/C, No, Ext): 212-345-3432 FAX (A/C, No):
E-MAIL ADDRESS: michael.j.imperato@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

INSURED
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

COVERAGES

CERTIFICATE NUMBER: HOU-003790768-10 REVISION NUMBER: 0

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	
A	X COMMERCIAL GENERAL LIABILITY			GLO 4285175-01	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 4285177-01	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			AUC 4312436-00	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4285176-02	07/01/2022	07/01/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Pollution Legal Liability			ISPLLSB9469002	07/01/2022	07/01/2023	Each Event/Aggregate	1,000,000
D	XS Pollution Legal Liability			IEELPLLB947P002	07/01/2022	07/01/2023	Each Event/Aggregate	5,000,000

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

CERTIFICATE HOLDER

The State of New Hampshire
Department of Administrative Services 25 Capital St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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

DATE: July 25, 2022

CONTRACT FOR: Supply and delivery of Kerosene

CONTRACT #: 8002923

COMMODITY/NIGP CODE: 405-30

CONTRACTOR: Sprague Operating Resources **VENDOR CODE #:** 174222

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2022.07.25 10:24:11 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Colin Capelle, o=Division of Procurement and Support Services, ou=Bureau of Purchase and Property, email=Colin.S.Capelle@das.nh.gov, c=US
Date: 2022.09.15 09:21:25 -04'00'

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Dept Administrative Services, ou=Div Procurement & Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.09.16 09:03:47 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-15-22

THIRD AMENDMENT TO THE CONTRACT
BETWEEN SPRAGUE OPERATING RESOURCES
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FUEL, #2 AND/OR KEROSENE
CONTRACT # 8002923

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 21st day of June 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprague Operating Resources (hereinafter referred to as "the Contractor") for fuel, #2 and/or kerosene.

WHEREAS, pursuant to an agreement effective August 19, 2021, amended by the First Amendment on January 24, 2022, amended by the Second Amendment on May 14, 2022, and, set to expire August 31; 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide fuel, #2 and/or kerosene for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $1,002,451.71

2. Amend Exhibit C Payment & Pricing Table by location deleting District 5, DOT Highway Maintenance for the Manchester Patrol Shed location from the payment terms for the period September 16, 2021 through August 31, 2023.

DISTRICT 5										Sprague
Legend:	U/G = UNDERGROUND TANK			PT = PEDAL TRUCK	TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Red Font = Tanks are U/G & Require Pressure Delivery			Blue Font = Requires automatic Delivery						
DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	REMIT ADDRESS	TANK ID	PT / TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	
DOT Highway Maintenance	MANCHESTER PATROL SHED	RT.101 EASTBOUND, MANCHESTER, NH 03301	Gary Clifford 603-666-3336	NH DOT District 5 16 East Point Drive Bedford, NH 03110	527	PT	1/1,000	#2	1,000	**$0.2215**

Contractor Initials: JS
Date: 7.21.22

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 19, 2021, shall remain in full force and effect.

Contractor Initials: JS
Date: 7.21.22

SPRAGUE OPERATING RESOURCES

By: _____

Joseph S. Smith
(Print Name)

Title: Vice President

Date: July 21, 2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-15-22

Contractor Initials: JS
Date: 7-21-22

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 SPRAGUE OPERATING RESOURCES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 02, 1987. 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: 122046
Certificate Number: 0005832790

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of July A.D. 2022.

David M. Scanlan
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/2022

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 USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN125447319-GAWU-MarPL-22-23 NATGA

CONTACT NAME: Mike Imparato
PHONE (A/C, No, Ext): 212-345-3432 FAX (A/C, No):
E-MAIL ADDRESS: michael.j.imparato@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

INSURED
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

COVERAGES

CERTIFICATE NUMBER: HOU-003790768-10 REVISION NUMBER: 0

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	
A	X COMMERCIAL GENERAL LIABILITY			GLO 4285175-01	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			BAP 4285177-01	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			AUC 4312438-00	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4285176-02	07/01/2022	07/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Pollution Legal Liability			ISPKLSB9469002	07/01/2022	07/01/2023	Each Event/Aggregate	1,000,000
D	XS Pollution Legal Liability			IEELPLLB947P002	07/01/2022	07/01/2023	Each Event/Aggregate	5,000,000

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

CERTIFICATE HOLDER

The State of New Hampshire
Department of Administrative Services 25 Capital St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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

DATE: April 5, 2022

CONTRACT FOR: Supply and delivery of Kerosene

CONTRACT #: 8002923

COMMODITY/NIGP CODE: 405-30

CONTRACTOR: Sprague Operating Resources **VENDOR CODE #:** 174222

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2022.04.05 15:31:51 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Mathew T Stanton, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.04.12 14:42:55 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Adininistrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.04.12 14:49:24 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-13-22

SECOND AMENDMENT TO THE CONTRACT
BETWEEN SPRAGUE OPERATING RESOURCES
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FUEL, #2 AND/OR KEROSENE
CONTRACT # 8002923

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of April 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprague Operating Resources (hereinafter referred to as "the Contractor") for fuel, #2 and/or kerosene.

WHEREAS, pursuant to an agreement effective August 19, 2021, amended by the First Amendment on January 24, 2022 and, set to expire August 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide fuel, #2 and/or kerosene for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $1,004,161.69

2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 19, 2021, shall remain in full force and effect.

Contractor Initials: TF
Date: 4/4/22

SPRAGUE OPERATING RESOURCES

By: _____

Thomas F. Flaherty
(Print Name)

Title: Vice President

Date: April 4, 2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 4-13-22

Contractor Initials: TF
Date: 4/4/22

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Paul A. Scoff, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Sprague Operating Resources LLC. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on September 14, 2021,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Thomas F. Flaherty Vice President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Sprague Operating Resources LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 4, 2022

ATTEST: Paul Scoff
(Name & Title)

Paul A. Scoff, Vice President, General Counsel, Chief Compliance Officer & Secretary

Business Information

Business Details

Business Name:	SPRAGUE OPERATING RESOURCES LLC	Business ID:	122046
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	11/02/1987	Name in State of Formation:	SPRAGUE OPERATING RESOURCES LLC
Date of Formation in Jurisdiction:	11/02/1987		
Principal Office Address:	185 International Dr, Portsmouth, NH, 03801, USA	Mailing Address:	185 INTERNATIONAL DR, PORTSMOUTH, NH, 03801, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	bwillette@spragueenergy.com	Phone #:	603-430-5333
Notification Email:	bwillette@spragueenergy.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Wholesale Trade	Petroleum Bulk Stations and Terminals
2	OTHER / The company is a wholesaler of petroleum products and, as such, is engaged in the purchase, storage, distribution and sale of refined petroleum products. The company also provides storage and handling services for a broad range of materials.	

Page 1 of 1, records 1 to 2 of 2

Principals Information

Name/Title	Business Address
David A Glendon / President	185 International Drive, Portsmouth, NH, 03801, USA
Thomas F Flaherty / Vice President	185 International Drive, Portsmouth, NH, 03801, USA
Steven S Scammon / Vice President	185 International Drive, Portsmouth, NH, 03801, USA
Joseph S Smith / Vice President	185 International Drive, Portsmouth, NH, 03801, USA
James Therriault / Vice President	185 International Drive, Portsmouth, NH, 03801, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

Business Name	Business ID	Business Status
SPRAGUE ENERGY MARKETING (/online/BusinessInquire/TradeNameInformation?businessID=122994)	364955	Expired
C. H. SPRAGUE & SON COMPANY (/online/BusinessInquire/TradeNameInformation?businessID=169520)	489832	Active
SPRAGUE-CENTRAN GAS MARKETING (/online/BusinessInquire/TradeNameInformation?businessID=285947)	164969	Expired
C.H. SPRAGUE & SON COMPANY (/online/BusinessInquire/TradeNameInformation?businessID=40161)	59671	Expired
Metromedia Natural Gas (/online/BusinessInquire/TradeNameInformation?businessID=539925)	715434	Expired
RAD ENERGY MARKETING (/online/BusinessInquire/TradeNameInformation?businessID=99640)	367027	Expired

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address

No records to view.

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Businesses Linked to Registered Agent Return to Search Back

Contact Us

(/online/Home/ContactUS)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2021

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 USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN125447319-GAWU-MarPL-21-22 COMM BID

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : ACE Property & Casualty Insurance Company	20699
INSURER F :	

INSURED
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

COVERAGES

CERTIFICATE NUMBER: HOU-003790684-03 REVISION NUMBER: 0

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	
A	X COMMERCIAL GENERAL LIABILITY			GLO4285175	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			SAP4285177	05/28/2021	05/28/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB [X] OCCUR			G7252665A001	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4285176	05/28/2021	05/28/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Pollution Legal Liability			ISPILLSS9469001	05/28/2021	05/28/2022	Each Event/Aggregate	1,000,000
D	XS Pollution Legal Liability			IEELPLLB947P001	05/28/2021	05/28/2022	Each Event/Aggregate	5,000,000

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

New Hampshire Div. of Procurement & Support Services is included as additional insured for general liability and auto liability where required by written contract. This extension of coverage is contingent upon requirement of same in executed contract with insured prior to a loss.

CERTIFICATE HOLDER

State of New Hampshire,
Div. of Procurement & Support Services Attn: 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 Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN125447319

LOC #: Houston

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Sprague Operating Resources LLC 155 International Drive Portsmouth, NH 03801
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Marine Terminal Operators Liability
Carrier: Lloyd's Syndicate No. 4472
Policy Number: MASLHS0085921
Effective - Expiration Date: 05/28/2021 - 05/28/2022
Limits:
Each Occurrence: $5,000,000
Aggregate: $5,000,000

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

DATE: January 18, 2022

CONTRACT FOR: Supply and delivery of Kerosene

CONTRACT #: 8002923

COMMODITY/NIGP CODE: 405-30

CONTRACTOR: Sprague Operating Resources **VENDOR CODE #:** 174222

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2022.01.18 08:57:44 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.01.21 14:46:15 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.01.24 08:45:41 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1-24-22

FIRST AMENDMENT TO THE CONTRACT
BETWEEN SPRAGUE OPERATING RESOURCES
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FUEL, #2 AND/OR KEROSENE
CONTRACT # 8002923

This First Amendment (hereinafter referred to as the "Amendment"), dated this 14th day of January 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Sprague Operating Resources (hereinafter referred to as "the Contractor") for fuel, #2 and/or kerosene.

WHEREAS, pursuant to an agreement effective August 19, 2021 set to expire August 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide fuel, #2 and/or kerosene for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $41,440.19

2. Amend Exhibit B Scope of Services; Delete/Change in Delivery, Policy, Procedures and requirements sections 4 and 5:

   Section 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, to the extent such spill is caused by the acts or omissions of the contractor or its agents, or vendor should deliver the wrong product to tanks, the vendor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately. Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the **site within 24 hours of overfilling incident** to pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

   Section 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, to the extent such spill is caused by the acts or omissions of the contractor or its agents, 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.

Contractor Initials: TF
Date: 1/14/22

3. Amend Exhibit B Scope of Services and Exhibit C Payment & Pricing; add the following payment terms for the period September 16, 2021 through August 31, 2023:

DISTRICT 6										Irving
Legend:	U/G = UNDERGROUND TANK			PT = PEDAL TRUCK		TT = TRACTOR TRAILER				#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Red Font = Tanks are U/G & Require Pressure Delivery			Blue Font = Requires automatic Delivery						
DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	REMIT ADDRESS	TANK ID	PT / TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL	
FISH & GAME	GREENLAND-GREATY BAY DISCOVERY CENTER	89 DEPOT RD. GREENLAND. NH	CORY RILEY 868-1095	NH FISH & GAME BUISENSS OFFICE, 11 HAZEN DR. CONCORD, NH 03301		PT	1/250	#2	700	$0.2065

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 19, 2021, shall remain in full force and effect.

Contractor Initials: TF
Date: 1/14/22

SPRAGUE OPERATING RESOURCES

By: _____

Thomas F. Flaherty
(Print Name)

Title: Vice President

Date: January 14, 2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-24-22

Contractor Initials: TF
Date: 1/14/22

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRAGUE OPERATING RESOURCES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 02, 1987. 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: 122046

Certificate Number: 0005297109

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of March A.D. 2021.

William M. Gardner

Secretary of State

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, Paul A. Scoff, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)
Sprague Operating Resources LLC. I hereby certify the following is a true copy of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on June 24, 2021,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Thomas F. Flaherty, Vice President is duly authorized to enter a
(Name and Title)

contract on behalf of Sprague Operating Resources LLC which is the general
(Name of Corporation)

partner of Sprague Resources LP a limited partnership,
(Name of Limited Partnership)

with the Department of Administrative Services, State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents which may in his/her

judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the January 12, 2022. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: January 12, 2021 **ATTEST:** Paul Scoff
(Name & Title)

Paul A. Scoff, Vice President
General Counsel, Chief
Compliance Officer & Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2021

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 USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN125447319-GAWU-MarPL-21-22 COMM BID

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : ACE Property & Casualty Insurance Company	20699
INSURER F :	

INSURED
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

COVERAGES CERTIFICATE NUMBER: HOU-003790684-03 REVISION NUMBER: 0

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	
A	X COMMERCIAL GENERAL LIABILITY			GLO4285175	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			RAP4285177	05/28/2021	05/28/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			G7252665A001	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4285176	05/28/2021	05/28/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Pollution Legal Liability			ISPILLSB9469001	05/28/2021	05/28/2022	Each Event/Aggregate	1,000,000
D	XS Pollution Legal Liability			IEELPLLS947P001	05/28/2021	05/28/2022	Each Event/Aggregate	5,000,000

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

New Hampshire Div. of Procurement & Support Services is included as additional insured for general liability and auto liability where required by written contract. This extension of coverage is contingent upon requirement of same in executed contract with Insured prior to a loss.

CERTIFICATE HOLDER

State of New Hampshire,
Div. of Procurement & Support Services Attn: 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 Inc.
Manashi Mukherjee Manashi Mukherjee

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN125447319

LOC #: Houston

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Marine Terminal Operators Liability:
Carrier: Lloyds Syndicate No. 4472
Policy Number: MASILHS0058921
Effective - Expiration Date: 05/28/2021 - 05/28/2022
Limits:
Each Occurrence: $5,000,000
Aggregate: $5,000,000

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

DATE: August 17, 2021

CONTRACT FOR: Supply and delivery of Kerosene

CONTRACT #: 8002923

COMMODITY/NIGP CODE: 405-30

CONTRACTOR: Sprague Operating Resources **VENDOR CODE #:** 174222

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2021.08.17 13:23:13 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=DPSS, ou=BoPP, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.08.18 16:40:04 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.08.18 15:51:33 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8-19-21

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 Sprague Operating Resources LLC	1.4 Contractor Address 185 International Drive Portsmouth, NH 03801
1.5 Contractor Phone Number 1-877-689-1880 / 1.6 Account Number Various	1.7 Completion Date 8/31/2023 / 1.8 Price Limitation $37,217.23
1.9 Contracting Officer for State Agency Ryan M Godin	1.10 State Agency Telephone Number 1-603-271-3146
1.11 Contractor Signature T. Flaherty Date: 08/13/21	1.12 Name and Title of Contractor Signatory Thomas F. Flaherty, Vice President
1.13 State Agency Signature Date: 8-19-21	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:
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials TF
Date 08/13/21

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials TF
Date 08/13/21

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.

8.2.1 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) days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

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this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

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

23. 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.

24. 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.

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EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B
SCOPE OF WORK

1. EFFECTIVE DATE
The Contract Term shall commence on September 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through August 31, 2023, a period of approximately two (2) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor 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.

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 Work
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2471-22

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) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2471-22."

3. SCOPE OF WORK
Contractor shall provide: Supply and delivery of Kerosene in accordance with the requirements listed herein:

SPECIFICATION – FUEL PRODUCT REQUIREMENTS:
All #2 fuel furnished shall conform to ASTM standards (#2 FUEL - D-396-088 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 Contractor to the State of New Hampshire, does not conform to the standard specifications included in this agreement, 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-

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conforming fuel. The State may request an analysis, from an approved laboratory, of the fuel delivered at no cost to the State. The Contractor 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 agreement.

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, Contractor 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 Contractor to determine an alternative index price.

4. ABILITY TO PROVIDE
Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. WARRANTY REQUIREMENTS
The Contractor shall provide warranties on all equipment/items 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.

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

7. USAGE REPORTING
The Contractor shall submit a quarterly and annual 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

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of Procurement Services, Purchasing Agent Name and sent electronic to R.an.M.Godin1@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

8. ACCOUNT COMMUNICATION & ESCELATION

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

9. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

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10. DELIVERY

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.
The Contractor shall delivery of any Good(s) ordered under this Contract within Three (3) Calendar days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

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

DELIVERY PROCEDURES AND REQUIREMENTS, APPLIES TO ALL TRANSACTIONS:

State Agencies shall contact the Contractor 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 Contractor is a 365-day delivery operation.

2. **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. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring"*

3. **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 mayresult in delayed payments for said deliveries.

4. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" light 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. 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 Contractors 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 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.

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

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

c. If the emergency request cannot be met by the Contractor, the requesting agency reserves the right to purchase elsewhere, charging any additional costs over and above the original contractors cost back to the original Contractor.

d. The 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

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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 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.

DELIVERY – SPECIFIC REQUIREMENTS FOR THE ADJUTANT GENERALS DEPARTMENT:

All Locations listed in the bid offer section under the "Adj. General" department column requires that in the case of overfilling an underground location which will set off the alarm, the vendor agree to return to the delivery site within 24 hours and pump out the excess fuel until the alarm sets. This action will be at the vendor's sole responsibility and expense.

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR
The Contractor shall provide all product/items/services strictly pursuant to, and in conformity with this contract which resulted from RFB 2471-22.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

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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/vendorregistration/S.n0fzcv55.jhae.is45.py.Si45.1/welcome.asp.x

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.

12. DEBARTMENT, 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.

13. 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.

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EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of $37,217.23; 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 1.8.

Line item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. 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. Unless otherwise specified in purchase orders, contractor shall delivery all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

2. PRICING STRUCTURE:

Contractor 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 agreement at the mark-up from the **OPIS OIL PRICE DAILY, INDEX** as provided in Attachment 1:

3. MINIMUM ORDERS

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 (IT)
8001+ GALLON TANK	3000 GALLONS	$75 FEE (PT)/ $150 (IT)

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

4. INVOICE

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in

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this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later. Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the ordering agency.
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	

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

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EXHIBIT D

RFB 2471-22 is incorporated here within.

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRAGUE OPERATING RESOURCES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 02, 1987. 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: 122046
Certificate Number: 0005297109

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of March A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 3/8/2021
Effective Date: 3/8/2021
Business ID: 122046
William M. Gardner
Secretary of State

BUSINESS NAME:	SPRAGUE OPERATING RESOURCES LLC
BUSINESS TYPE:	Foreign Limited Liability Company
BUSINESS ID:	122046
STATE OF FORMATION:	Delaware

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
185 International Dr Portsmouth, NH, 03801, USA	185 INTERNATIONAL DR PORTSMOUTH, NH, 03801, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	CORPORATION SERVICE COMPANY (150560)
REGISTERED AGENT OFFICE ADDRESS:	10 Ferry Street Suite 313 Concord, NH, 03301, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Wholesale Trade	Petroleum Bulk Stations and Terminals
OTHER / The company is a wholesaler of petroleum products and, as such, is engaged in the purchase, storage, distribution and sale of refined petroleum products. The company also provides storage and handling services for a broad range of materials.	

MANAGER / MEMBER INFORMATION

NAME	BUSINESS ADDRESS	TITLE
David A Glendon	185 International Drive, Portsmouth, NH, 03801, USA	President
Thomas F Flaherty	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Steven S Scammon	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Joseph S Smith	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Paul A Scoff	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
James Therriault	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Brian W Weego	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Joseph Smith	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
Thomas Carey	185 International Drive, Portsmouth, NH, 03801, USA	Vice President
David Long	185 INTERNATIONAL DRIVE, Portsmouth, NH, 03801, USA	Chief Financial Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Vice President
Signature: Paul A Scoff
Name of Signer: Paul A Scoff

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 3/8/2021
Effective Date: 3/8/2021
Business ID: 122046
William M. Gardner
Secretary of State

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, Paul A. Scoff, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Sprague Operating Resources LLC. I hereby certify the following is a true copy of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on June 24, 2021,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Thomas F. Flaherty Vice President is duly authorized to enter a
(Name and Title)

contract on behalf of Sprague Operating Resources LLC which is the general
(Name of Corporation)

partner of Sprague Resources LP a limited partnership,
(Name of Limited Partnership)

with the Department of Administrative Services, State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents which may in his/her

judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the August 13, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: August 13, 2021

ATTEST: Paul A. Scoff, Vice President, General Counsel, Chief Compliance Officer and Secretary
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2021

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 USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN125447319-GAWU-MarPL-21-22 COMM BID

INSURED
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E : ACE Property & Casualty Insurance Company	20699
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-003790684-03 **REVISION NUMBER:** 0

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	
A	X COMMERCIAL GENERAL LIABILITY			GLO4285175	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP4285177	05/28/2021	05/28/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB X OCCUR			G7252665A001	05/28/2021	05/28/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4285176	05/28/2021	05/28/2022	X PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Pollution Legal Liability			ISPILLSB9469001	05/28/2021	05/28/2022	Each Event/Aggregate	1,000,000
D	XS Pollution Legal Liability			IEELPLL0947P001	05/28/2021	05/28/2022	Each Event/Aggregate	5,000,000

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

New Hampshire Div. of Procurement & Support Services is included as additional insured for general liability and auto liability where required by written contract. This extension of coverage is contingent upon requirement of same in executed contract with insured prior to a loss.

CERTIFICATE HOLDER

State of New Hampshire,
Div. of Procurement & Support Services Attn: 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 Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN125447319
LOC #: Houston

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Marine Terminal Operators Liability:
Carrier: Lloyds Syndicate No. 4472
Policy Number: MASIU-B00585571
Effective - Expiration Date: 05/28/2021 - 05/28/2022
Limits:
Each Occurrence: $5,000,000
Aggregate: $5,000,000

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STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: July 20, 2021

Company Name: Sprague Operating Resources LLC
Address:
185 International Drive
Portsmouth, NH 03801

To: Point of Contact: Ryan Aubert
Telephone: (603)-271-0580
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name:
Bid Number: 2471-22
Bid Posted Date (on or by): 7/8/2021
Bid Closing Date and Time: July 29th, 2021 @ 10:00 AM (EST)
Dear Ryan Aubert:

(Insert name of signor) Thomas F. Flaherty on behalf of Sprague Operating Resources LLC (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 # 2471-22 for Fuel, #2 and/or Kerosene 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-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature T Flaherty **Authorized Signor's Title** Vice President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Westchester **STATE:** NY **ZIP:** 10528

On the 20th **day of** July, 2021, **personally appeared before me, the above named** Thomas F. Flaherty, **in his/her capacity as authorized representative of** Sprague Operating Resources LLC, **known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.**

In witness thereof, I hereunto set my hand and official seal.

Elizabeth Keane
(Notary Public/Justice of the Peace)

ELIZABETH KEANE
Notary Public, State of New York
No. 4931951
Qualified in Westchester County
Commission Expires May 31, 2022

My commission expires: May 31, 2022 **(Date)**

Contractor Initials _____
Date _____

REQUEST FOR BID FOR FUEL, #2 AND/OR KEROSENE FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for supply and delivery of Fuel, #2 and/or Kerosene 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, sign, and notarize 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 Ryan Aubert at the following address: Ryan.h.Aubert@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.

Contractor Initials ____
Date ____

07/08/2021	Bid Solicitation distributed on or by
07/21/2021	Last day for questions, clarifications, and/or requested changes to bid
07/29/2021	1:30 PM (EST) Bid Closing
09/01/2021	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 September 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, 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 two (2) one-year extensions 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.

Contractor Initials _____
Date _____

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 bid or 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 bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. 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. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. 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 and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials

Contractor Initials ____
Date ____

which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall 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 not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

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

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

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

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

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed
VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State 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.

Contractor Initials _____
Date _____

BID PRICES:
Bid 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

FEES AND TAXES:
Any and all relevant fees and taxes that are in place at the time of the bid offer will be included in the pricing offered by the vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the vendor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax (i.e. OPC, LUST, FOD, NORA etc.) if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire Department of Administrative services shall provide a Certificate of Exemption at the written request of the Contractor in support of a claim for credit or payment under section #6427 of the Internal Revenue Code.. The supplied exemption certificate(s) shall not apply to those Political sub-divisions, school buses, qualified local buses or other qualified entities that choose to "participate" under the RSA 21-I provision.

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 <u>do not</u> 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, Ryan Aubert and sent electronic to R.ryan.h.aubert@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

Contractor Initials ____
Date ____

- 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:
Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

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.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

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- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this 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://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ahceos45pvq5i45))/welcome.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.

PRODUCT TYPES, SPECIFICATIONS AND COMPLIANCE:
Complete specifications required are detailed within the following section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SPECIFICATION COMPLIANCE:
Vendor's offer shall 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 – 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

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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.

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 all vendors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring."*

3. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

4. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters (exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or vendor should deliver the wrong product to tanks, the vendor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately. Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the **site within 24 hours of overfilling incident** to pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

5. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. **If a spill should occur during delivery or 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

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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

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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.

DELIVERY – SPECIFIC REQUIREMENTS FOR THE ADJUTANT GENERALS DEPARTMENT:

All Locations listed in the bid offer section under the "Adj. General" department column requires that in the case of overfilling an underground location which will set off the alarm, the vendor agree to return to the delivery site within 24 hours and pump out the excess fuel until the alarm sets. This action will be at the vendor's sole responsibility and expense.

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

OFFER SECTION

Contractor Initials _____

Date _____

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 2471-22 Locations and Offer Sheet for the entire contract term and any extension.

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 Greenfield State Park 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:
Offers 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 attached sample dated 2/21/19 ($2.0745 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 attached sample dated 2/21/19 ($2.5914 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.

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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

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.

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		

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All services/deliveries 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.

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 Work 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.

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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.

OFFER:
Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted within the submitted Attachment B: RFB 2471-22 Locations and Offer Sheet, in complete accordance with the general and detailed specifications included herewith.

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

Jeanette Finley Contact Person	877 689-1880 Local Telephone Number	877 689-1880 Toll Free Telephone Number
Contractdesk@spragueenergy.com E-mail Address		www.spragueenergy.com Company Website
Sprague Operating Resources LLC Vendor Company Name	185 International Drive, Portsmouth, NH 03801 Vendor Address	

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: RFB 2471-22 Locations and Offer Sheet
Attachment C: OPIS Oil Price Daily

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

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ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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 Number	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 Date:	1.12 Name and Title of Contractor Signatory
1.13 State Agency Signature Date:	1.14 Name and Title of State Agency Signatory

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:

1.17 Approval by the Governor and Executive Council *(if applicable)*

G&C Item number: G&C Meeting Date:

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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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

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

23. 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.

24. 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

FORMERLY THE JOURNAL OF COMMERCE

Oil Price Daily

An OPIS Publication

Thursday, February 21, 2019

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are posted 10:00 am Eastern Time rack prices, ex taxes. Kerosene No. 2 fuel oil and Diesel prices are given in cents per gallon. No. 4 and 6 oil given in dollars per barrel.

	Kerosene	Ultra Low Sul. No.2-5% bio-blend	Ultra Low Sulfur Diesel	No. 4 Oil 0.15% 2% bio-blend	No. 6 Oil 0.3% 2% bio-blend
N.Y. bg res.	---- - ----	231.05 - ----	236.05 - ----	89.04 - ----	86.23 - ----
N.Y. bg con.	---- - ----	232.05 - ----	237.05 - ----	89.04 - ----	86.23 - ----
N.Y. tk car res.	---- - ----	221.55 - ----	226.55 - ----	89.04 - ----	86.23 - ----
N.Y. tk car con.	---- - ----	226.05 - ----	231.05 - ----	89.04 - ----	86.23 - ----

	KEROSENE	NO. 2 OIL	ULSD PREM.	ULS DIESEL	ULS DIESEL DYED	DIESELS b-2% BIO w-WINTERIZED
Albany, NY	v232.91 - 247.32vs	zs204.38 - 232.00zs	ws211.75 - 223.40ws	s208.03 - 232.50s	s208.53 - 233.00s	---- - ----
Altoona, PA	s250.00 - ----	zs206.85 - 212.85zs	s212.35 - 212.50	s207.45 - 214.97s	s207.95 - 215.47s	bs 208.65 - 215.01 bs
Baltimore, MD	215.55 - 216.30s	ys201.07 - 212.85ys	s204.16 - 207.70s	s203.41 - 214.00s	203.80 - 214.50s	bs 203.55 - 206.30 bs
Boston, MA	---- - ----	zs207.45 - 214.65zs	s212.54 - 213.30s	s208.45 - 213.65s	s208.95 - 214.05s	---- - ----
Bridgeport, CT	---- - ----	zs207.73 - ----	s214.05 - ----	s209.87 - 211.99s	s211.43 - 211.68s	---- - ----
Buffalo, NY	v255.25 - 260.79vs	zs208.83 - 236.85z	w212.00 - 219.45ws	s209.77 - 248.19s	s210.27 - 248.69s	---- - ----
Charleston, SC	---- - ----	zs213.90 - ----	---- - ----	s209.86 - 221.65s	s210.42 - 222.15s	---- - ----
Chicago, IL	vs257.93 - ----	---- - ----	s204.32 - 204.80s	s199.84 - 210.20s	s200.34 - 210.50s	bs 199.84 - 206.10 bs
Delaware City, DE	---- - ----	zs212.00 - ----	---- - ----	s208.45 - 222.00s	s208.80 - 222.50s	---- - ----
Fairfax, VA	---- - ----	zs197.65 - ----	s202.94 - ----	200.85 - 217.76s	201.80 - 218.21s	---- - ----
Harrisburg, PA	s244.40 - ----	y206.00 - 214.08ys	209.60 - 213.25s	s206.82 - 223.58s	s207.32 - 224.08s	bs 206.97 - 223.71 bs
Long Island, NY	---- - ----	zs204.51 - 214.45zs	ws213.50 - 214.65ws	s206.12 - 212.55s	s207.61 - 213.55s	---- - ----
Milwaukee, WI	vs311.95 - 315.61vs	---- - ----	s205.75 - 210.04s	s203.25 - 207.09s	s203.60 - 207.59s	---- - ----
New Haven, CT	---- - ----	zs203.60 - 210.25zs	s211.25 - ----	s206.98 - 215.57s	s207.48 - 216.07s	---- - ----
Newark, NJ	vs242.00 - 282.65vs	zs201.37 - 206.73zs	s207.70 - 209.15s	s205.19 - 208.89s	205.60 - 209.40s	bs 206.09 - 209.28 bs
Newburgh, NY	vs240.00 - ----	zs209.98 - 214.85zs	s214.60 - ----	s207.75 - 212.11s	s208.75 - 212.35s	---- - ----
Newington, NH	vs259.14 - ----	---- - ----	---- - ----	s221.47 - ----	s221.60 - ----	---- - ----
Norfolk, VA	---- - ----	---- - ----	---- - ----	200.75 - 206.56s	201.50 - 207.01s	---- - ----
Philadelphia, PA	---- - ----	zs203.00 - 217.85ys	s209.40 - ----	s205.99 - 219.52s	s206.39 - 220.02s	bs 206.49 - 219.25 bs
Philadelphia, PA	---- - ----	zs203.00 - 210.11zs	---- - ----	---- - ----	---- - ----	ws 207.50 - 221.75 ws
Portland, ME	vs259.40 - ----	---- - ----	ws219.95 - 233.04ws	s214.30 - 230.52s	s215.30 - 230.67s	---- - ----
Portsmouth, NH	---- - ----	---- - ----	---- - ----	s213.86 - 232.51ws	---- - ----	---- - ----
Providence, RI	vs284.44 - ----	zs203.69 - 208.08zs	s211.60 - 213.44s	s207.20 - 213.24s	s207.70 - 215.06s	---- - ----
Richmond, VA	251.50 - ----	201.00 - 203.00s	---- - ----	201.20 - 218.55s	201.95 - 219.05s	---- - ----
Springfield, MA	vs284.15 - ----	zs214.69 - 215.50zs	ws217.45 - 220.35ws	s212.43 - 218.85	s218.89 - 218.25s	---- - ----
Syracuse, NY	vs248.25 - 287.44vs	zs211.15 - 217.94zs	ws217.90 - 224.90ws	s212.24 - 222.44s	s212.74 - 222.94s	---- - ----
Utica, NY	vs239.40 - 250.90vs	zs207.44 - 214.68zs	ws218.60 - 220.45ws	s211.99 - 242.19s	s212.49 - 242.69s	---- - ----
Wilmington, NC	---- - ----	zs205.80 - 210.30zs	---- - ----	s209.30 - 217.88s	s209.80 - 219.39s	---- - ----

	NO. 4 OIL 0.5% 0.3%-y	NO. 4 OIL 1.0% 1.5%-e 1.7%-a	NO. 6 OIL 0.5%	NO. 6 OIL 1.0%	NO. 6 OIL 1.5%	NO.6 OIL 2.0% 2.1%-r 2.2%-n 2.8%-f
Albany res.	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----
Albany con.	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----
Boston	96.00 - 103.53	92.80 - ----	90.10 - 99.24	83.60 - ----	77.70 - ----	77.00 - ----
Boston	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	n 73.40 - ----
New Haven	104.17 - ----	103.25 - ----	99.23 - 101.90	95.40 - ----	---- - ----	---- - ----
Norfolk	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----
Philadelphia	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----
Portland	---- - ----	92.70 - ----	---- - ----	---- - ----	---- - ----	77.30 - ----
Providence	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----	---- - ----

Unless otherwise noted, the No. 4 and No. 6 oil prices above are consumer prices.
w = winterized diesel. g = Biodiesel. Sulfur Max: h = 1.1%, e = 1.5%, a = 1.7%, r = 2.1%, n = 2.2%, f = 2.8%
Effective Date: s = February 20, 2019 g = February 19, 2019 a = February 18, 2019 or before.
Propane Pipeline Selkirk: 101.0880 eff. Feb. 20, 2019.
Albany, Buffalo, Long Island, Newburgh, Syracuse and Utica are Ultra Low No 2, Ultra Low Kerosene, and Ultra Low B2 products.
x = Low Sulfur Price substituted due to Ultra-Low Sulfur Supply Issues
v = ULS Kerosene substituted, y = Heating Oil (500 ppm) substituted, z=ULS Heating Oil (15 ppm) substituted - due to issues of mandate/supply

DISTRICT 1										OFFER
Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Red Font = Tanks are UG & Require Pressure Delivery			Blue Font = Requires automatic Delivery						
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
DAS - COURT FACILITIES	LANCASTER - COOS COUNTY COURTHOUSE	55 SCHOOL STREET LANCASTER	SARAH LINEBERRY 836-5752	NH DEPT. OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST. ROOM 115 CONCORD, NH 03301	[illegible]	PT	1/8,000	#2	14,000	
DES	GORHAM - OFFICE	80 GLEN STREET, GORHAM, NH	RICK TREISS	NH ENV. SERVICES PO BOX 95 CONCORD NH 03302		PT	1/310	[illegible]	750	
DES	PITTSBURG - MURPHY DAM	MURPHY DAM ROAD, PITTSBURG, NH	DAN WATTAIN 271-3418	NH ENV. SERVICES, DAM BUREAU PO BOX 95 CONCORD, NH 03302		PT	1/275	#2	800	
DHHS	BERLIN - DHHS DISTRICT OFFICE	600 MAIN STREET, BERLIN, NH	LEON SMITH 752-7400	NH DEPT. OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST. ROOM 115 CONCORD, NH 03301		PT	4/375	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	FRANCONIA PATROL SHED	1157 PROFILE ROAD FRANCONIA	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M116	PT	3/275	#2	1,000	
DOT HIGHWAY MAINTENANCE	FRANCONIA PATROL SHED	1157 PROFILE ROAD FRANCONIA	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M	PT	1/275	#2		
DOT HIGHWAY MAINTENANCE	BUTTERHILL PATROL SHED	377 BUTTERHILL RD FRANCONIA	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M124	PT	UG 1/2,000	#2	500	
DOT HIGHWAY MAINTENANCE	LITTLETON - PATROL SHED TANK 1	201 DELLS ROAD LITTLETON	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M125	PT	UG 1/1,000	#2	1,500	
DOT HIGHWAY MAINTENANCE	LITTLETON - PATROL SHED TANK 2	201 DELLS ROAD LITTLETON	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M125	PT	UG 1/1,000	#2	1,500	
DOT HIGHWAY MAINTENANCE	PITTSBURG - UPPER	1003 S MAIN STREET PITTSBURG	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M101U	PT	2/275	#2	500	
DOT HIGHWAY MAINTENANCE	PITTSBURG - LOWER	2947 S MAIN STREET, PITTSBURG	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M101L	PT	2/275	#2	762	
DOT HIGHWAY MAINTENANCE	COLUMBIA PATROL SHED	8 GRANT ROAD, COLUMBIA	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M102	PT	1/1,000	#2	750	
DOT HIGHWAY MAINTENANCE	ERROL PATROL SHED	143 DAM ROAD, ERROL	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M103E	PT	1/1,000	#2	750	
DOT HIGHWAY MAINTENANCE	DIXVILLE NOTCH PATROL SHED	BEHIND THE BALSAM HOTEL	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M103D	PT	1/275	#2	500	
DOT HIGHWAY MAINTENANCE	GROVETON PATROL SHED	BROWN ROAD, GROVETON	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M104	PT	1/1,000	#2	750	
DOT HIGHWAY MAINTENANCE	WEST MILAN - PATROL SHED	180 SPRUCEVILLE ROAD, W. MILAN	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M105	PT	1/1,000	#2	750	
DOT HIGHWAY MAINTENANCE	MILAN PATROL SHED	37 STATE GARAGE ROAD MILAN	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M106	PT	2/275	#2	450	
DOT HIGHWAY MAINTENANCE	LANCASTER DISTRICT OFFICE	641 MAIN STREET LANCASTER	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M198	PT	1/275	#2	450	
DOT HIGHWAY MAINTENANCE	JEFFERSON PATROL SHED	140 STAG HOLLOW RD, JEFFERSON	JENNIFER FORTIER 788-4641	NH DOT - DISTRICT 1, 641 MAIN STREET LANCASTER, NH 03584	M108	PT	UG 1/1,000	#2	500	
DISTRICT 1										OFFER
Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
DOT HIGHWAY MAINTENANCE	WINTERFIELD - PATROL SHED	121 UNION STREET WINTERFIELD	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	275	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	1 MAIN DRIVE [illegible]	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	540	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible] NOTCH	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	1,000	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	NH ROUTE 16, [illegible] NOTCH	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	500	
DOT HIGHWAY MAINTENANCE	MONROE - PATROL SHED	[illegible] MONROE	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	275	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED - NEW BUILDING	213 & MAIN STREET LISBON	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	750	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED - OLD BUILDING	213 & MAIN STREET LISBON	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	275	
DOT HIGHWAY MAINTENANCE	LINCOLN - PATROL SHED	55 OLD ALPINE RD LINCOLN	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	2,000	
DOT HIGHWAY MAINTENANCE	GLEN - PATROL SHED	US ROUTE 302 GLEN	JENNIFER FORTIER 756-4041	NH DOT - DISTRICT 1 641 MAIN STREET LANCASTER, NH 03584	[illegible]	FT	[illegible]	[illegible]	2,000	
LIQUOR COMMISSION	NH LIQUOR STORE #52	194 MAIN ST CONWAY	[illegible] COURTADE 603-271-[illegible]	50 S. MAIN STREET CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	[illegible]	
DOT MECHANICAL SERVICES	LANCASTER SATELLITE	[illegible] MAIN STREET LANCASTER	MARK GORSSMAN 788-4177	NH DOT MECHANICAL SERVICES, PO BOX 483 CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	3,500	
DEPT. OF NATURAL & CULTURAL RESOURCES	LANCASTER - REGIONAL TRAILS BUREAU	[illegible] MAIN STREET LANCASTER,	[illegible]	[illegible]		FT	[illegible]	[illegible]	1,500	
DEPT. OF NATURAL & CULTURAL RESOURCES	LANCASTER - REGIONAL OFFICE	[illegible] MAIN STREET LANCASTER,	MARYANNE MACDONALD 271-[illegible]	[illegible] PEMBROKE RD, CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	2,500	
DEPT. OF NATURAL & CULTURAL RESOURCES	[illegible] MAIN [illegible] DRIVE - STATE PARK	[illegible] NATIONAL [illegible] DRIVE	[illegible]	[illegible] PEMBROKE RD, CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	1,200	
DEPT. OF NATURAL & CULTURAL RESOURCES	[illegible]	[illegible]	[illegible]	[illegible] PEMBROKE RD, CONCORD, NH 03301		FT	[illegible]	[illegible]		
DEPT. OF NATURAL & CULTURAL RESOURCES	LAFAYETTE PARK - CAMPGROUND	[illegible] LAFAYETTE CAMPGROUND ROAD, LINCOLN	[illegible]	[illegible] PEMBROKE RD, CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	[illegible]	
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	LITTLETON - REST AREA	[illegible] ST, LITTLETON	[illegible]	[illegible]	[illegible]	FT	[illegible]	[illegible]	[illegible]	
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	COLEBROOK - REST AREA	[illegible] COLEBROOK	[illegible]	[illegible]	[illegible]	FT	[illegible]	[illegible]	[illegible]	
FISH & GAME	[illegible] - HATCHERY	[illegible]	[illegible]	[illegible] FISH & GAME BUILDING OFFICE [illegible] DR, CONCORD, NH 03301	[illegible]	FT	[illegible]	[illegible]	[illegible]	
DISTRICT 1										**OFFER**
Legend:	**UG = UNDERGROUND TANK**		**PT = PEDAL TRUCK**		**TT = TRACTOR TRAILER**					
	[illegible]		[illegible]							

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	OPIS/Gallon
FISH & GAME	BERLIN - HATCHERY	YORK POND ROAD, BERLIN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	3/330	#2	1,600	
FISH & GAME	BERLIN - HATCHERY	YORK POND ROAD, BERLIN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	2/330	#2	2,000	
FISH & GAME	TWIN MOUNTAIN - HATCHERY - RESIDENCE	1450 ROUTE 3 N. TWIN MTN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	TO-1	PT	1/275	#2	1,000	
FISH & GAME	TWIN MOUNTAIN - HATCHERY - OFFICE	1450 ROUTE 3 N. TWIN MTN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	TO-2	PT	1/275	#2	800	
FISH & GAME	TWIN MOUNTAIN - HATCHERY BLDG	1450 ROUTE 3 N. TWIN MTN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	TO-3	PT	1/275	#2	3,300	
FISH & GAME	TWIN MOUNTAIN - HATCHERY VISITOR CENTER	1450 ROUTE 3 N. TWIN MTN	WAYNE PASCHAL 449-3412	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR CONCORD, NH 03301	TO-4	PT	2/275	#2	1,300	
DEPARTMENT OF SAFETY (DOS):	Division of Fire Standards & Training	360 Tallaksen Road, Pittsfield, NH - Classroom Building	Jeffrey Phillips 224-4213	Department of Safety, Division of Fire Standards & Training, 33 Hazen Drive, Concord NH		PT	1/275	#2	550	
DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - HEADQUARTERS	9 FRANCONIA NOTCH EXIT 34B OR 34C, FRANCONIA	GEORGE LEVERISE 823-8800 x703	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	CM 1	PT	UG 1/2,000	#2	3,000	
DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN MAINTENANCE GARAGE	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	GEORGE LEVERISE 823-8800 x703	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	CM 3	PT	2/275	#2	2,100	
DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - NOTCH VIEW LODGE	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	GEORGE LEVERISE 823-8800 x703	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	CM 5	PT	UG 1/2,000	#2	4,000	
DEPT. OF NATURAL & CULTURAL RESOURCES	CANNON MOUNTAIN - COMPRESSOR BLDG WILL CALL ONLY	9 FRANCONIA NOTCH, EXIT 34B OR 34C, FRANCONIA	GEORGE LEVERISE 823-8800 x703	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	CM 6	PT	1/275	#2	3,000	
								AVERAGE MARKUP:		#DIV/0!

DISTRICT 2

Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					OFFER
	Red Font = Tanks are UG & Require Pressure Delivery	Blue Font = Automatic Delivery	Pink Font: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID		Green Font: Requires Saturday Delivery					#2 Heating Oil or K-1 Index mark up over OPIS/ Gallon
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
DAS GENERAL SERVICES	CLAREMONT - DCYF MHA	17 WATER STREET, CLAREMONT	ANDY DESCOTEAU 558-1020	NH DAS BUSINESS OFFICE, 25 CAPITOL ST., ROOM 414 CONCORD, NH 03301	L555100	PT	UG 1/10,000	#2	10,000	0.2165
DAS - COURT FACILITIES	LEBANON DISTRICT COURT	38 CENTERRA PKWY, LEBANON	SARAH UNDERHILL 896-5732	NH ADMINISTRATIVE SERV. COURT FACILITIES, ROOM 115, 25 CAPITOL STREET CONCORD, NH 03301	L883437	PT	1/500	#2	8,000	0.1965
DHHS GLENCLIFF HOME	GLENCLIFF GROUNDS GARAGE	303 HIGH STREET GLENCLIFF, NH	DAVID BROWN 989-9204	NH GLENCLIFF HOME, PO BOX 76, GLENCLIFF, NH 03238	CGHO	PT	1/275	#2	1,500	

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	DIAR	PT	[illegible]	#2	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	
DOT BRIDGE MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	OLD 214	PT	[illegible]	#2	[illegible]	0.1790
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	NEW [illegible]	PT	[illegible]	#2	[illegible]	0.1790
DOT HIGHWAY MAINTENANCE	OREFORD PATROL SHED	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.3440
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.3415
DOT HIGHWAY MAINTENANCE	HAVERHILL PATROL SHED	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.3415
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2414
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2015
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2015
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2015

DISTRICT 2

Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER				OFFER
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	#2 Heating Oil or K-1 Index mark up over OPIS/ Gallon
DOT HIGHWAY MAINTENANCE	LEMPSTER PATROL SHED	180 US RTE 10, LEMPSTER	DISTRICT 2 2004	446-[illegible]	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03742	215	PT	2075	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	LEBANON PATROL SHED	[illegible] ROAD, LEBANON	DISTRICT 2 2004	446-[illegible]	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03742	217	PT	2075	#2	[illegible]	0.2415
DOT HIGHWAY MAINTENANCE	SUNAPEE PATROL SHED - WASH BAY	[illegible] OFFICE RD, SUNAPEE	DISTRICT 2 2004	446-[illegible]	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03742	WASH BAY 219	PT	2075	#2	[illegible]	0.2415
DOT HIGHWAY MAINTENANCE	SUNAPEE PATROL SHED - NEW DOT SHED	[illegible] RD, SUNAPEE	DISTRICT 2 2004	446-[illegible]	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03742	NEW 219	PT	[illegible]	#2	[illegible]	0.2415
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible] ENFIELD	DISTRICT 2 2004	446-[illegible]	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03742	NEW 224	PT	[illegible]	#2	[illegible]	0.1765

DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Old Old Paint Shed Bldg 7)	8 EASTMAN HILL RD, ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	"OLD" 224	PT	1/1000	#2	4,700	0.1765
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Warehouse Bldg 1)	8 EASTMAN HILL RD, ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD, ENFIELD, NH 03747	20-4 BLUE	PT	1/275	#2	500	0.1765
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Combo Office Bldg 1)	8 EASTMAN HILL RD, ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD ENFIELD, NH 03747	20-1 OFFICE	PT	2/330	#2	6,500	0.1765
DOT HIGHWAY MAINTENANCE	ENFIELD DISTRICT OFFICE (Welding Shop Bldg 4)	8 EASTMAN HILL RD ENFIELD	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	24-2 WELD	PT	1/275	#2	750	0.1765
DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD, NEWBURY	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	216-1	PT	1/275	#2	0	0.2015
DOT HIGHWAY MAINTENANCE	NEWBURY - PATROL SHED	201 VILLAGE RD, NEWBURY	DISTRICT 2 448-2654	NH DOT DISTRICT #2, 8 EASTMAN HILL RD. ENFIELD, NH 03747	216-2	PT	U/G #1,000	#2	0	0.2015
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SPRINGFIELD REST AREA	I-89 NORTHBOUND, SPRINGFIELD	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST. SUITE 100 CONCORD, NH 03301	243	PT	2/330	#2	3,285	0.1915
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	LEBANON REST AREA	I-89 EXIT 14 SOUTHBOUND, LEBANON	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST. SUITE 100 CONCORD, NH 03301	242	PT	2/275	#2	750	0.2365
FISH & GAME	WARREN - FISH HATCHERY	25 FISH HATCHERY RD WARREN	STERLING BAKER 764-8593	NH FISH & GAME BUSINESS OFFICE 11 HAZEN DR, CONCORD, NH 03301	W01	PT	2/275	#2	3,300	
FISH & GAME	WARREN - FISH HATCHERY - WAREHOUSE	13 FISH HATCHERY RD WARREN	STERLING BAKER 764-8593	NH FISH & GAME, BUSINESS OFFICE 11 HAZEN DR, CONCORD, NH 03301	W02	PT	1/220	#2	1,000	
FISH & GAME	WARREN - FISH HATCHERY - VISITOR CENTER	23 FISH HATCHERY RD WARREN	STERLING BAKER 764-8593	NH FISH & GAME BUSINESS OFFICE 11 HAZEN DR, CONCORD, NH 03301		PT	1/275	#2	1,200	
ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Primary Station	528 RIVER STREET FRANKLIN, NH	SHARON MCMILLIN	NH ENV. SERVICES, WATER DIVISION, PO BOX 95 CONCORD, NH 03302	U/G #1	PT	1/1,000	#2	1000	

DISTRICT 2

Legend:	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK	TT = TRACTOR TRAILER	OFFER
	Red Font = Tanks are U/G & Require Pressure Delivery	Blue Font = automatic Delivery	Pink Font: Automatic Delivery, top off all tanks when delivering, requires separate delivery ticket for each tank ID	Green Font: Requires Saturday Delivery	#2 Heating Oil or K-1 Index mark up over OPIS/ Gallo

ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Secondary Station	528 RIVER STREET FRANKLIN, NH	SHARON MCMILLIN	NH ENV. SERVICES, WATER DIVISION PO BOX 95 CONCORD, NH 03302	U/G #2	PT	1/1,000	#2	1000	
ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Digester Area	528 RIVER STREET FRANKLIN, NH	SHARON MCMILLIN	NH ENV. SERVICES, WATER DIVISION, PO BOX 95 CONCORD, NH 03302	U/G #3	PT	1/5,000	#2	2500	
ENVIRONMENTAL SERVICES	FRANKLIN, WWTP Operation Bldg	528 RIVER STREET FRANKLIN, NH	SHARON MCMILLIN	NH ENV. SERVICES WATER DIVISION, PO BOX 95 CONCORD, NH 03302	U/G #4	PT	1/5,000	#2	1,000	
								AVERAGE MARK-UP:		#DIV/0!

DISTRICT 3

Legend:	U/G = UNDERGROUND TANK	PT = PEDAL TRUCK	TT = TRACTOR TRAILER	OFFER
	Green Font: Gravity Drop	Red Font = approx. 1,000 gallons per delivery only	Blue Font = Requires automatic Delivery	#2 Heating Oil or K-1 Index mark up over

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	CPIS/Gallon
DAS - COURT FACILITIES	NORTH CONWAY - NORTHERN CARROLL COUNTY COURTHOUSE	[illegible] NORTH CONWAY	SARAH JILLEBERRY 856-5702	NH DEPT. OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST. ROOM 115 CONCORD, NH 03301		PT	2/275	#2	[illegible]	
DAS - COURT FACILITIES	[illegible]	99 WATER PORTAGE RD OSSIPEE	SARAH JILLEBERRY 856-5702	NH DEPT. OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST. ROOM 115 CONCORD, NH 03301	115500	PT	UKG 1/275 UKG	#2	14,000	
DAS - COURT FACILITIES	PLYMOUTH - DISTRICT COURTHOUSE	79 FULLER STREET PLYMOUTH	SARAH JILLEBERRY 856-5702	NH DEPT. OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST. ROOM 115 CONCORD, NH 03301	111756	PT	UKG 1/275	#2	7,000	
DAS - DFAM	LACONIA BLDG #1	34 FOLLETT ST LACONIA	LEE SMITH 465-3416	NH DAS BUREAU OF FACILITIES AND ASSET MGMT. 109 PLEASANT STREET CONCORD, NH 03301		PT	1/275	#2	1,000	
DAS - DFAM	LACONIA BLDG #2	45 GREEN ST. LACONIA	LEE SMITH 465-3416	NH DAS BUREAU OF FACILITIES AND ASSET MGMT 109 PLEASANT STREET CONCORD, NH 03301		PT	1/275	#2	450	
DOT HIGHWAY MAINTENANCE	MONTPELIER - HIGH PATROL SHED	200 HOLLAND STREET MONTPELIER, NH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	UKG TANK 2 X 3	PT	2/275	#2	1,000	
DOT HIGHWAY MAINTENANCE	MONTPELIER - HIGH WAREHOUSE	110 WHITE RIVER HWY. MONTPELIER, NH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	30412	PT	1/275	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	TURTLEBACK - PATROL SHED	324 MILLER RD TURTLEBACK	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12017	PT	2/275	#2	1,940	
DOT HIGHWAY MAINTENANCE	WENTWORTH - PATROL SHED	142 PARADISE RD WENTWORTH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	14002	PT	2/275	#2	725	
DOT HIGHWAY MAINTENANCE	NEW HAMPTON - HWY PATROL SHED	42 DOT DR, NEW HAMPTON	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12024	PT	1/275	#2	500	
DOT HIGHWAY MAINTENANCE	TOLEDO - PATROL SHED	1013 ROUTE 106 NORTH, TOLEDO	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12016	PT	2/275	#2	1,270	
DOT HIGHWAY MAINTENANCE	CONWAY - PATROL SHED	329 EATON RD CONWAY	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12021	PT	2/275	#2	1,150	
DOT HIGHWAY MAINTENANCE	FREEDOM - PATROL SHED	16 STATE GARAGE WAY FREEDOM	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12030	PT	2/275	#2	1,230	
DOT HIGHWAY MAINTENANCE	TAMWORTH - PATROL SHED	110 WHITE RIVER HWY. TAMWORTH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12027	PT	2/275	#2	1,075	
DOT HIGHWAY MAINTENANCE	THORNTON - PATROL SHED	1013 LAKE ELLIS DR THORNTON	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12026	PT	2/275	#2	1,510	
DOT HIGHWAY MAINTENANCE	WAKEFIELD - PATROL SHED	1010 WAKEFIELD RD WAKEFIELD	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12012	PT	2/275	#2	1,340	
DOT HIGHWAY MAINTENANCE	ALTON - PATROL SHED	DOT 1 ROAD AL, NH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12015	PT	2/275	#2	1,050	
DOT HIGHWAY MAINTENANCE	GILFORD - DOT DISTRICT OFFICE	2 SAWMILL RD GILFORD	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12009	PT	2/275	#2	1,410	
DOT HIGHWAY MAINTENANCE	TILTON - PATROL SHED	42 LUPOT ST. TILTON, NH	TODD HASSON 524-6667	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	12013	PT	2/275	#2	1,670	
DISTRICT 3										OFFER
Legend:	UKG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over [illegible]
	Green Font: Gravity Drop		[illegible] = Approx. 1,000 gallons (on delivery only)		Blue Font = Requires automatic Delivery					

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	OPIS/Gallon
DOT HIGHWAY MAINTENANCE	BELMONT - PATROL SHED	10 BROWN HILL ROAD, BELMONT	TODD NASON 524-6067	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	M314	PT	2/275	#2	1,472	
DOT HIGHWAY MAINTENANCE	ASHLAND - PATROL SHED	43 N ASHLAND RD, ASHLAND	TODD NASON - 524-6067	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	M308	PT	2/275	#2	873	
DOT HIGHWAY MAINTENANCE	OSSIPEE PATROL SHED	20 OLD RT. 28 OSSIPEE	TODD NASON 524-6067	NH DOT DISTRICT - 3, 2 SAWMILL RD GILFORD, NH 03246	M307	PT	2/275	#2	1,010	
DOT MECHANICAL SERVICES	CTR OSSIPEE SATELLITE SHED **BACK-UP USE ONLY	15 HODGDON SHORE RD, CTR OSSIPEE	DARRELL JOHNSON 539-4563	DOT, MECH SERV, PO BOX 483 CONCORD, NH 03301	#1	PT	UG 1/2,000	#2	0**	
DEPT. OF NATURAL & CULTURAL RESOURCES	TAMWORTH - WHITE LAKE STATE PARK SHOWER HOUSE	1632 WHITE MTN. HWY, TAMWORTH	ERIC NELSON 418-0572	NH DRED BUSINESS OFFICE, 172 PEMBROKE RD, CONCORD, NH 03301	TANK 9	PT	UG 1/1,000	#2	500	
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SANDWICH REST AREA	I-93 MILE MARKER 61 SOUTHBOUND	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST, SUITE 100 CONCORD, NH 03301		PT	1/275	#2	587	
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	CONWAY REST AREA	3634 WHITE MOUNTAIN HWY CONWAY, NH	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST SUITE 100 CONCORD, NH 03301	M301R	PT	2/330	#2	2,839	
ENVIRONMENTAL SERVICES	LAKEPORT DAM	93 ELM ST, LAKEPORT, NH	DAN MATTAINI 271-3409	NH ENV. SERVICES, DAM BUREAU PO BOX 95 CONCORD, NH 03302		PT	1/275	#2	1,035	
FISH & GAME	OWL BROOK - HUNTER EDUCATION	347 PERCH POND RD, HOLDERNESS	TOM FLYNN 536-1250	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	2/275	#2	1000	
FISH & GAME	NEW HAMPTON - REGION 2 OFFICE	300 MAIN ST, NEW HAMPTON	KRISTINE RINES 744-5470	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	1/275	#2	2,000	
FISH & GAME	NEW HAMPTON HATCHERY RESIDENCE	30 HATCHERY RD NEW HAMPTON	RANDALL AYER 744-5470	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	1/275	#2	1,200	
FISH & GAME	NEW HAMPTON HATCHERY	204 MAIN ST, NEW HAMPTON	RANDALL AYER 744-5470	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301		PT	2/275	#2	4,000	
FISH & GAME	NEW HAMPTON HATCHERY	142 MAIN ST., NEW HAMPTON	WILLIAM (SCOTT) PHINNEY 744-3663	NH FISH & GAME BUSINESS OFFICE 11 HAZEN DR, CONCORD, NH 03301		PT	1/275	#2	1,200	
LIQUOR COMMISSION	WOLFEBORO STORE #39	35 CENTER ST, CLARK PLAZA WOLFEBORO	CINDY OCHOLASS 239-7099	NH LIQUOR COMMISSION PO BOX 503 CONCORD, NH 03301	#39	PT	1/275	#2	792	
SAFETY EMERGENCY COMMUNICATION	LACONIA - BUREAU OFFICE	50 COMMUNICATIONS DR., LACONIA	PETE DUMAITE 271-5911	NH EMERGENCY COMM. - 50 COMMUNICATIONS DR, LACONIA, NH 03246		PT	UG 1/300	#2	400	
SAFETY EMERGENCY COMMUNICATION	LACONIA - BUREAU OFFICE	50 COMMUNICATIONS DR., LACONIA	PETE DUMAITE 271-5911	NH EMERGENCY COMM. - 50 COMMUNICATIONS DR, LACONIA, NH 03246	SER	PT	UG 1/3,000	#2	6,900	
VETERAN HOME	TILTON VETERANS HOME **BACK-UP USE ONLY	WINTER STREET, TILTON	SCOTT HARPER 527-4452	NH VETERANS HOME 139 WINTER ST TILTON, NH 03276	0-114897	TT	UG 1/12,000	#2	500**	
DISTRICT 3										OFFER
Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over
	Green Font; Gravity Drop		Red Font = approx. 1,000 gallons per delivery min		Blue Font = Requires automatic Delivery					

										OPIS/Gallon
FISH & GAME	NEW DURHAM - HOWDERSHELL HATCHERY	187 MERRYMEETING RD NEW DURHAM	E. WALCHE [illegible]	[illegible]		PT	[illegible]	#2	[illegible]	
FISH & GAME	NEW DURHAM - HOWDERSHELL HATCHERY	187 MERRYMEETING RD. NEW DURHAM	E. WALCHE [illegible]	[illegible]		PT	[illegible]	#2	[illegible]	
									AVERAGE MARKUP	#DIV/0!

DISTRICT 4

Legend	UG = UNDERGROUND TANK		PT = PEDAL TRUCK			TT = TRACTOR TRAILER				OFFER
	[illegible]		[illegible]							#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]										
DEPT. OF NATURAL & CULTURAL RESOURCES	GREENFIELD - STATE PARK - MAINTENANCE [illegible]	22 MAINTENANCE DR. GREENFIELD	ALEC WOOLLEY [illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DEPT. OF NATURAL & CULTURAL RESOURCES	GREENFIELD STATE PARK - RESIDENCE	27 MAINTENANCE DR GREENFIELD	ALEC WOOLLEY [illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
										#DIV/0!
DAS - COURT FACILITIES	[illegible] DISTRICT COURT	[illegible] STREET JAFFREY	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	GREENVILLE PATROL SHED	[illegible] GREENVILLE	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	WALPOLE PATROL SHED	RT 123 WALPOLE	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	CHARLESTOWN PATROL SHED	167 CLAREMONT RD, CHARLESTOWN	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	MARLOW PATROL SHED	RT 10 MARLOW	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	HILLSBORO PATROL SHED	473 WEST MAIN ST HILLSBORO	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	STODDARD PATROL SHED	22 SOUTH ST, OFF RT 9 STODDARD	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	ALSTEAD PATROL SHED	[illegible] ALSTEAD	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	[illegible]	[illegible]		[illegible]	PT	[illegible]	[illegible]	

DOT HIGHWAY MAINTENANCE	MARLBORO - RT 101 PATROL SHED	607 DUBLIN RD. MARLBORO	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY, NH 03446	412	PT	1/275	#2	2,000	
DOT HIGHWAY MAINTENANCE	MARLBORO - RT 12 PATROL SHED	164 MONADNOCK HWY, MARLBORO	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY, NH 03446	411	PT	1/275	#2	1,700	
DOT HIGHWAY MAINTENANCE	WINCHESTER PATROL SHED	470 ASHUELOT MAIN ST, WINCHESTER	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY, NH 03446	410	PT	1/275	#2	1,500	
DOT HIGHWAY MAINTENANCE	GREENFIELD PATROL SHED	265 BAXWELL RD, GREENFIELD	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY NH 03446	409	PT	1/275	#2	1,900	
DOT HIGHWAY MAINTENANCE	HANCOCK PATROL SHED	83 BENNINGTON RD. HANCOCK	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY, NH 03446	408	PT	1/275	#2	400	
DOT HIGHWAY MAINTENANCE	WESTMORELAND PATROL SHED	ROUTE 12, WESTMORELAND	KAREN BUONO 352-2302	NH DOT DISTRICT 4 - 19 BASE HILL RD SWANZEY NH 03446	405	PT	1/275	#2	1,500	
DISTRICT 4										**OFFER**
Legend:	**U/G = UNDERGROUND TANK**		**PT = PEDAL TRUCK**		**TT = TRACTOR TRAILER**					**#2 Heating Oil or K-1 Index mark up over OPIS/Gallon**
	Blue Font = Requires automatic Delivery		**Red Font = Have overfill alarms set at 90% of tank capacity and requires automatic delivery**							
DEPT.	**LOCATION**	**PHYSICAL ADDRESS**	**CONTACT PERSON & TELEPHONE**	**BILLING ADDRESS**	**TANK ID**	**PT/TT**	**TANK SIZE & QTY**	**FUEL TYPE**	**ESTIMATED ANNUAL USAGE**	
DEPT. OF NATURAL & CULTURAL RESOURCES	CHESTERFIELD GORGE NATURAL AREA	1623 ROUTE 9 CHESTERFIELD	CLARE JOYCE 856-6305	NH DNCR 172 PEMBROKE RD. CONCORD, NH 03301	PS1	PT	1/275	#2	489	
DEPT. OF NATURAL & CULTURAL RESOURCES	PISGAH ST. PARK	370 OLD CHESTERFIELD RD WINCHESTER	CLARE JOYCE 856-6305	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	PR1	PT	1/275	#2	489	
DEPT. OF NATURAL & CULTURAL RESOURCES	JAFFREY - MONADNOCK STATE PARK	116 POOLE ROAD JAFFREY	WILL KIRKPATRICK 532-8862	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	MO-1	PT	1/275	#2	604	
DEPT. OF NATURAL & CULTURAL RESOURCES	FRANKLIN PIERCE HOMESTEAD	RTE 31, HILLSBOROUGH	ANDREW CUSHING 271-3239	NH DNCR 172 PEMBROKE RD. CONCORD, NH 03301			1/275	#2	1,400	
DEPT. OF NATURAL & CULTURAL RESOURCES	SHERBURNE FOREST MCOREAL HOUSE	395 OLD STREET ROAD PETERBOROUGH	AL DUPERE 431-0774	NH DNCR - URBAN FORESTRY CENTER, 45 ELWYN RD, PORTSMOUTH, NH 03801		PT	1/275	#2	650	
FISH & GAME	KEENE REGION 4 OFFICE (on monthly basis)	15 ASHBROOK COURT KEENE	TERESA DEGUTIER 352-9009	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR. CONCORD, NH 03301	K01	PT	1/275	#2	1,000	
LIQUOR COMMISSION	WEST CHESTERFIELD STORE #2	1000 ROUTE 9 WEST CHESTERFIELD	CINDY DOUGLASS 270-7006	NH LIQUOR COMMISSION PO BOX 503 CONCORD, NH 03301			3/275	#2	600	
SAFETY - STATE POLICE	KEENE TROOP C	19 ASHBROOK COURT, KEENE, NH	JIM MINERY 419-9451	BSPA 33 HAZEN DRIVE CONCORD, 03305		PT	M1,000	#2	1,500	
THE FOLLOWING [illegible] LOCATIONS WILL BE [illegible]										
DEPT. OF NATURAL & CULTURAL RESOURCES	HILLSBORO FOX FOREST	309 CENTER ROAD HILLSBORO	INGE SEANOYER 464-3453	NH DNCR - FOX FOREST PO BOX 1175 HILLSBORO NH 03244	F-1	PT	1/275	K-1	500	
DEPT. OF NATURAL & CULTURAL RESOURCES	HILLSBORO FOX FOREST	309 CENTER ROAD HILLSBORO	INGE SEANOYER 464-3453	NH DNCR - FOX FOREST PO BOX 1175 HILLSBORO NH 03244	F-2	PT	1/275	#2	1,250	
										#DIV /0!
DISTRICT 5										**OFFER**
Legend:	**U/G = UNDERGROUND TANK**		**PT = PEDAL TRUCK**		**TT = TRACTOR TRAILER**					**#2 Heating Oil or K-1 Index mark**
	Blue Font = Requires automatic Delivery				**Green Font: Gravity Drop**					

									up over OPIS/Gallon
ADJUTANT GENERAL	MILFORD ARMORY	104 DINGLEDEE RD MILFORD, NH	[illegible]	[illegible] ROAD CONCORD NH 03301	[illegible]	PT	[illegible]	#2	[illegible]
ADM SERVICES WHITE FARM STATE SURPLUS	CONCORD WHITE FARM - SURPLUS (Delivery N. W. F. [illegible])	144 CLINTON ST CONCORD, NH	[illegible]	STATE SURPLUS, 144 CLINTON ST., CONCORD, NH		PT	[illegible]	#2	[illegible]
DAS - COURT FACILITIES	HILLSBORO SOUTH COUNTY SUPERIOR COURT	20 SPRING ST NASHUA	[illegible]	NH DEPT OF ADMIN SERVICES, BUREAU OF COURT FACILITIES 25 CAPITOL ST, ROOM 115 CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]
CORRECTIONS	LONGLAND - VOCATIONAL TRAINING - BUILDING TRADES	311 N STATE STREET CONCORD NH 03301	[illegible]	NH DOC FISCAL MGMT, BUILDING TRADES PO BOX 1906 CONCORD, NH 03301		PT	[illegible]	#2	[illegible]
CORRECTIONS	MANCHESTER CALUMET HOUSE	[illegible] MANCHESTER, NH	[illegible]	NH DOC FISCAL MGMT PO BOX 1906 CONCORD, NH 03301		PT	[illegible]	#2	[illegible]
CORRECTIONS	CONCORD HOUSE FARM	[illegible] CONCORD, NH	[illegible]	NH DOC FISCAL MGMT PO BOX 1906 CONCORD, NH 03301		PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	ALLENSTOWN PATROL SHED	249 PINEWOOD RD ALLENSTOWN	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	BEDFORD PATROL SHED	16 EAST POINT DRIVE BEDFORD	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	CANTERBURY	123 WEST ROAD CANTERBURY	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	CHICHESTER PATROL SHED	[illegible] CHICHESTER	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110		PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	[illegible]	[illegible] LONDONDERRY	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	MILFORD	39 BOSTON ROAD MILFORD	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	LONDONDERRY PATROL SHED	4 WEST ROAD LONDONDERRY	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	MANCHESTER PATROL SHED	[illegible] MANCHESTER	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible] HENNIKER	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR. BEDFORD, NH 03110		PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	TILTON PATROL SHED	2 PETERS BROOK RD. TILTON	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	CANDIA PATROL SHED	346 OLD CANDIA RD CANDIA	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DOT HIGHWAY MAINTENANCE	WARNER "B"	35 WARNER ROAD WARNER	ALISSA VOS 485-9526	NH DOT DISTRICT 5 16 EAST POINT DR BEDFORD, NH 03110	[illegible]	PT	[illegible]	#2	[illegible]
DISTRICT 5									OFFER
Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER				#2 Heating Oil or K-1
	bold Red = Requires Automatic Delivery				(Green) Fuel Gravity Drop				

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] up over . OPIS/Gallo n
DOT HIGHWAY MAINTENANCE	WARNER "103"	196 ROUTE 103 WARNER	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	501	PT	2/275	#2	500
DOT HIGHWAY MAINTENANCE	BOW PATROL SHED	1266 RT. 3A BOW	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	9550	PT	1/1,000	#2	500
DOT HIGHWAY MAINTENANCE	GOFFSTOWN PATROL SHED	93 CHURCH STREET, GOFFSTOWN	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	507	PT	2/275	#2	1,300
DOT HIGHWAY MAINTENANCE	HOLLIS PATROL SHED	224 DEPOT RD, HOLLIS	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	515	PT	1/1,000	#2	2,000
DOT HIGHWAY MAINTENANCE	CHESTER PATROL SHED	425 RAYMOND RD CHESTER	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	510C	PT	2/275	#2	500
DOT HIGHWAY MAINTENANCE	DERRY DRIVE BLDG	39 KENDALL POND RD DERRY	ALISSA VOS 485-9526	NH DOT DISTRICT 5, 16 EAST POINT DR, BEDFORD, NH 03110	526B	PT	1/275	#2	550
DOT TURNPIKES	HOOKSETT TOLL SIDE ROAD	843 NORTHBOUND HOOKSETT	TIMOTHY STEWART 485-3805	NH DOT- TURNPIKES, PO BOX 2950 CONCORD, NH 03302	31	PT	UG 1/3,000	#2	3,750
DOT TURNPIKES	MERRIMACK MAINTENANCE	RT. 3 DW HWY MERRIMACK	TIMOTHY STEWART 485-3805	NH DOT- TURNPIKES, PO BOX 2950 CONCORD, NH 03302	12	PT	1/3,000	#2	4,200
DOT TURNPIKES	MERRIMACK TOLL IND.TOLL	X 10NB EVERETT TPK, MERRIMACK	TIMOTHY STEWART 485-3805	NH DOT- TURNPIKES, PO BOX 2950 CONCORD, NH 03302	36	TT	UG 1/9,000	#2	10,250
DOT TURNPIKES	BEDFORD TOLL MAIN	NB EVERETT TPK, BEDFORD	TIMOTHY STEWART 485-3805	NH DOT- TURNPIKES, PO BOX 2950 CONCORD, NH 03302	32	TT	1/10,000	#2	17,550
DEPT. OF NATURAL & CULTURAL RESOURCES	BOSCAWEN, NURSERY	405 D.W HWY, BOSCAWEN	MIAN DREDIAHAN 796-2323	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	184062	PT	1/275	#2	1,500
DEPT. OF NATURAL & CULTURAL RESOURCES	FROST FARM	122 ROCKINGHAM RD, DERRY	ANDREW CUSHING 271-2238	NH DNCR, 172 PEMBROKE RD, CONCORD, NH 03301	FF-1	PT	1/275	#2	1,000
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SUTTON REST AREA	ROUTE 89 SOUTHBOUND SUTTON	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST, SUITE 100 CONCORD, NH 03301	544	PT	2/275	#2	546
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	CANTERBURY REST AREA	I-93 NORTH CANTERBURY	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST, SUITE 100 CONCORD, NH 03301	541	PT	1/500	#2	345
DEPT. OF BUSINESS & ECONOMIC AFFAIRS	SALEM REST AREA	I-93 NORTH, SALEM	LARRY LENDERMAN 573-6346	100 NORTH MAIN ST, SUITE 100 CONCORD, NH 03301	543	PT	2/275	#2	1,000
FISH & GAME	MILFORD FISH HATCHERY	356 N. RIVER RD MILFORD, NH	THERESA ROGERS 673-1416	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR CONCORD, NH 03301	M01	PT	1/4,000	#2	5,000
FISH & GAME	MILFORD FISH HATCHERY	438 N. RIVER RD MILFORD, NH	THERESA ROGERS 673-1416	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR CONCORD, NH 03301	M02	PT	1/275	#2	1,100
FISH & GAME	MILFORD FISH HATCHERY	364 N. RIVER RD, MILFORD, NH	THERESA ROGERS 673-1416	NH FISH & GAME BUSINESS OFFICE, 11 HAZEN DR, CONCORD, NH 03301	M03	PT	1/275	#2	1,100
SAFETY: STATE POLICE	WINDHAM WEIGH STATIONS	I-93 NB & SB, WINDHAM, NH	JIM WINERY 314-3333	BAPA 33 HAZEN DRIVE CONCORD, 03305		PT	2/275	#2	900
[illegible]									
DISTRICT 5									OFFER
Legend:	UG = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER				#2 Heating Oil or K-1
	Blue Font = Requires automatic Delivery				Green Font: Gravity Drop				

										Index mark up over OPIS/Gallon
DEPT. OF NATURAL & CULTURAL RESOURCES	SOUTH POINT HEADQUARTERS	12 PODUNK ROAD PITTSTOWN	[illegible]	[illegible]	[illegible]	PT	[illegible]	[illegible]	[illegible]	
DEPT. OF NATURAL & CULTURAL RESOURCES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PT	[illegible]	[illegible]	[illegible]	
DEPT. OF NATURAL & CULTURAL RESOURCES	[illegible] BROOK PARK RESIDENCE	12 PODUNK RD. PITTSTOWN	[illegible]	[illegible] ROAD, [illegible]		PT	[illegible]	[illegible]	[illegible]	#DIV/0!

DISTRICT 6

Legend:	UC = UNDERGROUND TANK		Blue Fuel = automatic Delivery	TT = TRACTOR TRAILER						OFFER
	[illegible]			PT = PEDAL TRUCK						#2 heating Oil or K-1 Index mark up over OPIS/Gallon
DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	MAIL ADDRESS	TANK ID	PT/TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	
THE FOLLOWING SEVEN (7) LOCATIONS WILL BE AWARDED AS A GROUP										
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	ANDREW GUSHEE [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	500	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	500	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	ANDREW GUSHEE [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	500	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	ANDREW GUSHEE [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	500	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH COOLIDGE MANSION	307 LITTLE HARBOR RD PORTSMOUTH	ANDREW GUSHEE [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	500	0.1415
DEPT. OF NATURAL & CULTURAL RESOURCES	WENTWORTH MANSION VISITORS CENTER	307 LITTLE HARBOR RD PORTSMOUTH	ANDREW GUSHEE [illegible]	[illegible]			[illegible]	#2	[illegible]	0.1415
										0.1415
ADJUTANT GENERAL	PORTSMOUTH armory BUILDING 155	301 NEW HAMPSHIRE STREET PORTSMOUTH	[illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2165
DOT HIGHWAY MAINTENANCE	LEE PATROL SHED	[illegible]	BARBARA SILVA [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.1615
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	BARBARA SILVA [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.1440
DOT HIGHWAY MAINTENANCE	[illegible] HAMPTON PATROL SHED	87 [illegible] LANE N. HAMPTON	BARBARA SILVA [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	950	0.1615
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	BARBARA SILVA [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	
DOT HIGHWAY MAINTENANCE	SOMA PATROL SHED	30 CEMETERY RD. [illegible]	BARBARA SILVA [illegible]	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.2015

DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	BARBARA SILVA [illegible] 1135	[illegible]	[illegible]	PT	2,[illegible]	#2	[illegible]	0.2315
DOT HIGHWAY MAINTENANCE	[illegible] PATROL SHED	[illegible]	BARBARA SILVA [illegible] 1135	[illegible]	[illegible]	PT	[illegible]	#2	[illegible]	0.1415
DOT HIGHWAY MAINTENANCE	NEW HOME PATROL SHED	47 TEN MILE COLLEGE RD NEWFIELDS	BARBARA SILVA [illegible] 1132	[illegible] DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	[illegible]	PT	[illegible]	#2	400	0.1215
DOT HIGHWAY MAINTENANCE	EXETER PATROL SHED	253 BRENTWOOD EXETER	BARBARA SILVA [illegible] 1131	[illegible] DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	[illegible]	PT	[illegible]	#2	[illegible]	0.1215
DOT HIGHWAY MAINTENANCE	NORTH HAMPTON PATROL SHED	147 SOUTH RD. N HAMPTON	BARBARA SILVA [illegible] 1135	[illegible] DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	412	PT	[illegible]	#2	1,100	0.1415
DOT HIGHWAY MAINTENANCE	[illegible] ROAD PATROL SHED	45 VILL RD. HAMPTON	BARBARA SILVA [illegible] 1131	[illegible] DOT DISTRICT 6, PO BOX 740 DURHAM, NH 03824-0740	411	PT	[illegible]	#2	1,700	0.1615

DISTRICT 6

Legend:	UG = UNDERGROUND TANK Green Font = Tank is outside & above ground Requires write down by state of [illegible]	Blue Font = automatic Delivery	TT = TRACTOR TRAILER PT = PEDAL TRUCK	[illegible]					OFFER
[illegible]	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	FIRMS ADDRESS	TANK ID	[illegible]	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
DOT MECHANICAL SERVICES	HO. HAMPTON SATELLITE	147 SOUTH RD N HAMPTON	[illegible] BUROUAC [illegible] 6605	[illegible] DOT MECHANICAL SERVICES PO BOX [illegible] CONCORD, NH 03301	#2	[illegible]	[illegible]	#2	3,[illegible]	0.1040
DOT TURNPIKES	HAMPTON MAINTENANCE	145 SR. HAMPTON	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES PO BOX [illegible] CONCORD, NH 03302	25	PT	[illegible]	#2	9,[illegible]	0.0915
DOT TURNPIKES	HAMPTON RAMP TOLL	EXIT 2 SR. HAMPTON	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES PO BOX [illegible] CONCORD, NH 03302	42	PT	[illegible]	#2	10,[illegible]	0.0915
DOT TURNPIKES	DOVER MAINTENANCE	EXIT [illegible] DOVER	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES PO BOX [illegible] CONCORD, NH 03302	14	PT	[illegible]	#2	[illegible]	0.1015
DOT TURNPIKES	ROCHESTER TURNPIKE TOLL	[illegible] ROCHESTER	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES PO BOX [illegible] CONCORD, NH 03302	[illegible]	PT	[illegible]	#2	[illegible]	0.1415
DOT TURNPIKES	DOVER TOLL RAMP TOLL	[illegible] DOVER	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES, PO BOX [illegible] CONCORD, NH 03302	42	PT	[illegible]	#2	[illegible]	0.0915
DOT TURNPIKES	HAMPTON - TOLL MAINRD	145 SR. HAMPTON	TIMOTHY STEWART [illegible] 1604	[illegible] DOT TURNPIKES, PO BOX [illegible] CONCORD, NH 03302	41	PT	[illegible]	#2	15,[illegible]	0.0915
DEPT OF NATURAL & CULTURAL RESOURCES	PAWTUCKAWAY MAINTENANCE	128 VIN RD, NOTTINGHAM	DAVID RICHARDSON [illegible] 3031	[illegible] DOT 172 HAVERHILL RD CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.1915
DEPT OF NATURAL & CULTURAL RESOURCES	NORTH BEACH BATHROOMS	400 OCEAN BLVD HAMPTON	SHAWN PARISE [illegible] 4714	[illegible] DOT 172 PEMBROKE RD CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.2065
DEPT OF NATURAL & CULTURAL RESOURCES	DUQUANE POINT HOMESTEAD	[illegible] OCEAN BLVD RYE	SHAWN PARISE [illegible] 4714	[illegible] DOT 172 PEMBROKE RD CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.1340
DEPT OF NATURAL & CULTURAL RESOURCES	[illegible]	[illegible] PORTSMOUTH	[illegible] DUPERE [illegible] 4714	[illegible] DOT 172 PEMBROKE RD CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.1340
DEPT OF NATURAL & ECONOMIC [illegible]	DEARBORN [illegible] AREA	[illegible]	GARRY LENTZ [illegible] 6346	[illegible] NORTH MAIN ST SUITE 100 CONCORD, NH 03301	15	[illegible]	[illegible]	#2	[illegible]	0.1965
FISH & GAME	[illegible] REGIONAL OFFICE	[illegible] EXETER, NH	DOUG SHOUT [illegible] 1304	[illegible] FISH & GAME BUREAU OF [illegible] 11 HAZEN DR CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.1215
[illegible]	HAMPTON STORE #71	145 SOUTH, HAMPTON	SHARLENE EVERETT 734-[illegible]	[illegible] DOT 172 PEMBROKE RD CONCORD, NH 03301	[illegible]	PT	[illegible]	#2	[illegible]	0.1215
FISH & GAME	GREEN AND GREATER [illegible] HOUSE	[illegible] DRIVE [illegible]	CORY HILL / [illegible]	[illegible] FISH & GAME BUSINESS OFFICE 11 HAZEN DR CONCORD, NH 03301	521	PT	[illegible]	#2	762	0.2065

SPRAGUE OPERATING RESOURCES LLC

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET – ROOM 102
CONCORD NEW HAMPSHIRE 03301-6398

DATE: 1/15/23

REQUEST FOR QUOTATION-330-2023
FUEL, #2 AND/OR KEROSENE SUPPLY AND DELIVERY*

***Note: This RFQ is for locations not awarded under recent Bid # 2471-22.** All terms and conditions contained in Bid 2471-22 shall apply.

QUOTATION RESPONSE IS DUE ON OR BEFORE: 01/20/23 @ 1:00 PM EST

Please e-mail your responses to **Ryan.M.Godin1@das.nh.gov**

PURPOSE:
The purpose of this request for quote is to add and adjust contracted locations for **FUEL, #2 AND/OR KEROSENE SUPPLY AND DELIVERY** to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this document, in accordance with the requirements of this RFQ and any resulting contract or amendment.

INSTRUCTIONS TO VENDOR:
Read the entire document 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"

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR RFQ OR YOU WISH TO VERIFY THAT YOUR RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

QUESTIONS REGARDING THIS REQUEST: must be made in writing no later than 4:00 PM 4/3/19. Questions may be emailed to Ryan.M.Godin1@das.nh.gov

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.

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

Contractor Initials _____
Date _____

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		

All services/deliveries 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.

PRODUCT TYPES, SPECIFICATIONS AND COMPLIANCE:

Contractor Initials _____
Date _____

Complete specifications required are detailed within the following section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SPECIFICATION COMPLIANCE:
Vendor's offer shall 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 – 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.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION

DELIVERY PROCEDURES AND REQUIREMENTS, APPLIES TO ALL TRANSACTIONS:

Contractor Initials _____
Date _____

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 all vendors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring"*

3. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

4. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters (exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or vendor should deliver the wrong product to tanks, the vendor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately. Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the **site within 24 hours of overfilling incident** to pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

5. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. **If a spill should occur during delivery or 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:

Contractor Initials _____
Date _____

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.

Contractor Initials _____
Date _____

AWARD:
The award shall be made to the responsible Vendor meeting the criteria established in this RFQ and providing the lowest cost for each individual location. Lowest cost shall be calculated using the price per pickup multiplied by number of pickups.

The State reserves the right to reject any or all submissions or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire contract (See Sample Contract on Pages 7-10) and will be awarded to a Vendor who is currently registered to do business and in good standing with the state of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of state: http://www.sos.nh.gov/corporate.

PRICE OFFER FORMAT – DECIMAL PLACES:
Offers 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 attached sample dated 2/21/19 ($2.0745 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 attached sample dated 2/21/19 ($2.5914 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.

CONTRACT TERM:
The term of the contract shall commence September 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, 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 two (2) one-year extensions 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.

PRICES:
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),

Contractor Initials _____
Date _____

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

OFFER SHEETS:

DISTRICT 6										OFFER
Legend:	U/G = UNDERGROUND TANK		PT = PEDAL TRUCK		TT = TRACTOR TRAILER					#2 Heating Oil or K-1 Index mark up over OPIS/Gallon
	Blue Font = Requires automatic Delivery		Red Font = Have overfill alarms set at 90% of tank capacity and requires automatic delivery							
DEPT.	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON & TELEPHONE	REMIT ADDRESS	TANK ID	PT / TT	TANK SIZE & QTY	FUEL TYPE	ESTIMATED ANNUAL USAGE	
DHHS	Hampstead Hospital (stand alone outside tank)	218 East Rd Hampstead, NH 03841	Aaron Stuart (w) 603-329-5311 (cell) 603-724-9898	218 East Rd Hampstead, NH 03841	#1 Site ID:19870301 3 Facility ID:0001371	PT or TT	(1) 6000 gallons	# 2	12,700 Gallons	**$0.2464**

FEES AND TAXES:

Any and all relevant fees and taxes that are in place at the time of the bid offer will be included in the pricing offered by the vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the vendor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax (i.e. OPC, LUST, FOD, NORA etc.) if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire Department of Administrative services shall provide a Certificate of Exemption at the written request of the Contractor in support of a claim for credit or payment under section #6427 of the Internal Revenue Code.. The supplied exemption certificate(s) shall not apply to those Political sub-divisions, school buses, qualified local buses or other qualified entities that choose to "participate" under the RSA 21-I provision.

Contractor Initials _____
Date _____

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, Ryan Aubert and sent electronic to Ryan.h.aubert@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.

Contractor Initials _____
Date _____

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

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
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this 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://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.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)

Contractor Initials _____
Date _____

- 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.

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

INFORMATION AND SIGNATURE:

Sprague Operating Resources LLC	185 International Drive	877-689-1880
Name of Company (please print)	**Street/ PO Box Address**	**Telephone No**
Joseph Smith Vice President	Portsmouth, NH 03801	914-328-6730
Authorized Signature.	**City/Town/State/Zip**	**Fax No**

contractdesk@spragueenergy.com
Email Address

Contractor Initials _____
Date _____