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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
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

December 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a new contract with Irving Oil Terminals Inc. (VC# 210991), Portsmouth, NH, in an amount up to and not to exceed \$1,245,511.73 for On-Road and Off-Road Ultra Low Sulfur Diesel Supply and Delivery, with the option to renew for up to an additional three years, effective upon the approval of the Governor and Executive Council through September 30, 2026.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2961-25 on September 5, 2024, with responses due on September 20, 2024. This RFB reached 257 vendors through the NIGP registry; with an additional two (2) vendors sourced directly. There were 2 compliant bid responses received; Irving Terminals Inc. provided the lowest compliant total pricing for the specified locations.

The bid submitted by Irving Oil Terminals Inc. represents a 17% cost avoidance when compared with the next lowest bidder. Contracted rates are based on the lowest mark-up over OPIS per district. In comparing the mark-ups on the expiring contracts (Contract #8003085, 8003121, and 8003123) with Irving Oil Terminals Inc.'s current mark-ups over OPIS, the new contract represents an average savings of 16%. The requested price limitation is \$1,245,511.73 and is inclusive of anticipated State agency need, including an allowance of \$162,458.05 for balance of product line purchases.

By approving this requested contract for on-road and off-road ultra-low sulfur diesel, significant economic benefits can be attained. The streamlined purchasing process eliminates the need for multiple vendor quotes. This not only saves time but also enables better estimate planning for annual inventory, budgets, and minimizing the impact of continued escalated inflation costs. Additionally, having an available State supply contract ensures a ready supply of contracted items, reducing the need for excessive stock levels due to uncertainty of resupply.

Municipalities that maintain a large fleet may also benefit by accessing these economic advantages.

Contract financials	
Estimated contract annual spend	\$541,526.84
Estimated contract term spend	\$1,083,053.68
Allow for balance of product line	\$162,458.05
Contract term requested price limitation	\$1,245,511.73

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	On Road and Off-Road	Agency	Statewide
RFB#	2961-25	Requisition#	N/A
Agent Name	Chris Fuery	Bid Closing	9/20/2024 @ 11:00 am

District	Irving Oil Terminals Inc.				Sprague Operation Resources LLC				Expiring Contract	
	Estimated Use in (Gallons)	Mark-up over OPIS	Cost after markup	Total Delivered Cost	Estimated Use in Gallons	Mark-up over opis	Cost after mark-up	Total Delivered Cost	Mark-up over OPIS	% Change
D1-On Road	23,300	\$0.3339	\$3.1462	\$73,306.46	23,300	No Bid	\$0.00	\$0.00	\$0.3339	0.00%
D2-On Road	12,000	\$0.3553	\$3.1676	\$38,011.20	12,000	No Bid	\$0.00	\$0.00	\$0.5000	-28.94%
D3-On Road	10,000	\$0.3433	\$3.1495	\$31,495.00	10,000	No Bid	\$0.00	\$0.00	\$1.2500	-72.54%
D4-On Road	0	No Bid	\$0.0000	\$0.0000	0	No Bid	\$0.00	\$0.00	\$0.0000	
D5-On Road	8,800	\$0.8872	\$3.1404	\$27,635.52	8,800	\$0.8872	\$3.69	\$32,472.00	\$0.5000	77.44%
D6-On Road	0	No Bid	\$0.0000	\$0.0000	0	No Bid	\$0.00	\$0.00	\$0.0000	
D1 Off Road	5,950	\$0.3661	\$3.1784	\$18,911.48	5,950	No Bid	\$0.00	\$0.00	\$0.3941	-7.10%
D2 Off Road	62,400	\$0.3553	\$3.1676	\$197,658.24	62,400	No Bid	\$0.00	\$0.00	\$0.5000	-28.94%
D3 Off Road	8,130	\$0.3443	\$3.1556	\$25,655.03	8,130	No Bid	\$0.00	\$0.00	\$1.2500	-72.46%
D4 Off Road	300	\$0.4104	\$3.2227	\$966.81	300	No Bid	\$0.00	\$0.00	\$0.3986	2.96%
D5 Off Road	34,195	\$0.3291	\$3.1414	\$107,420.17	34,195	\$0.9162	\$3.73	\$127,547.35	\$0.5000	-34.18%
D6 Off Road	6,540	\$0.3172	\$3.1295	\$20,466.93	6,540	\$0.6595	\$3.47	\$22,693.80	\$0.3118	1.73%
			Sub Total	\$541,526.84				\$182,713.15		
		Estimated annual spend		\$541,526.84				Average % Change		-16.20%
		Estimated term spend		\$1,083,053.68						
		Add allowance for balance of product line		\$162,458.05						
		Recommended price limitation		\$1,245,511.73						



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	2 Years
Price Limitation	\$1,245,511.73
Number of Solicitations Received	2
Number of Sourced bidders	7
Number of NIGP Vendors Sourced	250
Number of non-responsive bidders	255
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Expiring Contracts Price Limitation	\$2,141,481.43
Total Cost Savings (\$/%)	\$895,969.70

Special Notes:	RFB 2961-25 Contract is for On-Road and Off-Road Low Sulfur Diesel Fuel supply and delivery for multiple locations in Districts 1-6. Price Limitation on proposed contract is 1,245,511.73. This will represent an average savings of 16% while consolidating 3 contracts into one. All pricing in alignment with average OPIS (Oil Pricing Information Service) over a period of 12 months from October 2023 through September 2024.
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FORM NUMBER P-37 (version 2/23/2023)

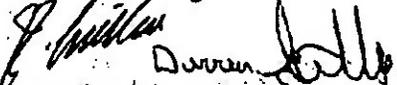
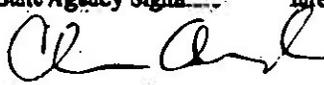
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Irving Oil Terminals Inc.		1.4 Contractor Address 190 Commerce Way Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-559-8834	1.6 Account Unit and Class Various	1.7 Completion Date 9/30/2026	1.8 Price Limitation \$ 1,245,511.73
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 781-271-7782	
1.11 Contractor Signature  November 22, 2024 Date: Nov. 22, 2024		1.12 Name and Title of Contractor Signatory John Laidlaw, Secretary Darren Gillis, Vice-President	
1.13 State Agency Signature  Date: 12/14/24		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: <i>Duncan A. Edgar</i> On: December 9, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JL/DG*
Date November 22, 2024

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or

shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate

the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Irving Oil Terminals Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with On-Road and Off-Road Low Sulfur Diesel Fuel in accordance with the bid submission in response to State Request for Bid 2961-25 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. ATTACHMENT # 1 Delivery locations
- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment", (4) ATTACHMENT #1 "Delivery Locations".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through September 30, 2026, for a period of approximately (2) years.
- 3.2. The contract may be extended for up to an additional three (3) years 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.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Make deliveries in accordance with the delivery timeframes specified in section 23.7.
- 5.3. **Product Testing**
 - 5.3.1. The State reserves the right to test any product delivered to any of the fuel locations stated within this bid, 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 location, 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 in conjunction with the Department of Safety, Bureau of Road Tolls, 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 conditions exist, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the original Contractor. The Contractor responsible for the error would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.
- 5.4. **Product Options**

- 5.5. **Additive Ultra Low Sulfur Diesel Requirements:** In addition to the ultra-low sulfur diesel specifications stated within, locations included in "Category C" shall also require the following characteristics. These characteristics shall be adopted and included in the ultra-low sulfur diesel product delivered.

Ultra Low Diesel Fuel: All diesel fuels identified on retail dispensers, bills of lading, invoices, shipping papers, or other documentation with terms such as premium, super, supreme, plus, or premier must conform to the following requirements:

Cetane Number: A minimum cetane number of 42.0 as determined by ASTM Standard Test Method D 613.

5.5.1. **Thermal Stability:** A minimum reflectance measurement of 80% as determined by ASTM Standard Test Method D 6468 (180 min, 150 °C).

5.5.2. **Lubricity:** A maximum wear scar diameter of 520 microns as determined by ASTM D 6079. If an enforcement jurisdiction's single test of more than 560 microns is determined, a second test shall be conducted. If the average of the two tests is more than 560 microns, the sample does not conform to the requirements of this part

- 5.6. The contractor, at their expense shall furnish, upon request for the state agency, an analysis from an approved laboratory of the fuel delivered to any state location as new deliveries arrive in port currently utilized.
- 5.7. The contractor may utilize other distributors for supply and/or delivering ultra-low sulfur diesel, ultra-low sulfur diesel, or ultra-low sulfur kerosene with prior written approval from the Administrator of the Bureau of Purchase and Property. Such approval will not warrant any increase in the State's purchasing price.
- 5.8. The contractor guarantees to be the base supplier if necessitated by imposition of the State of federal allocation plans.
- 5.9. The contractor is responsible for replacement of any State property that is damaged by the contractor's employees.

5.10. **NH DOT Diesel Program:**

5.10.1. The NH Department of Transportation Bureau of Fuel Distribution manages all Locations shown in the location section of Attachment 2 that state "DOT/ FUEL DISTRIBUTION" in the far-left column (Column A). All these stated locations currently purchase and store Ultra Low Sulfur Diesel fuel in their tanks.

5.11. **NH DOT Premium Diesel Program – Winter Premium Diesel Temperature Protection:**

5.11.1. The following cloud points will apply for all awarded locations in the district specified below. These guidelines are the minimum protection cloud points required, all winter fuel deliveries shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order. Please see attached State of New Hampshire district Map for district designations.

5.11.2. All DOT Fuel Distribution Locations: October 1 to December 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed + 8.0 F cloud points.

December 15th to March 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed -5.0 F cloud points

5.12. **Compliance Documentation – Sulfur Content**

5.13. In compliance with State of New Hampshire Department of Environmental Services rule ENV-A 1607.01 or most recent revision, awarded Contractors shall be required to supply a statement of compliance with regard to the sulfur content of the diesel fuel products delivered to the State of New Hampshire. The Statement shall be on company letter head and read: "the sulfur content of the fuel as delivered does not exceed the state or federal standard for that fuel" and signed by a duly authorized agent of that company. These documents shall be kept on file with the bid offers for the term of the contract. The state currently maintains a list of these documents on file and after the bid award process has been completed, the State will notify any awarded Contractor to supply the required document if it is not previously on file.

- 5.31. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.32. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.33. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 5.34. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 5.35. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.36. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 5.37. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.

6. DELIVERY LOCATIONS:

- 6.1. The "Attachment # 1" are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.

7. DELIVERY:

- 7.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 7.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

8. ADDITIONAL REQUIREMENTS:

- 8.1. Emergency Plan: The Contractor shall have an emergency backup plan in place for any reason including but not limited to the event of a power outages, work stoppages, computer failures, shortages, or any other emergency. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines as amended. Additional information is available in the following website address, as may be modified from time to time: <http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=142956> and <http://www.fema.gov/>.

9. ACCOUNT REPRESENTATIVE:

- 9.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 9.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 9.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

- 9.1.3. Provide information and product offerings to bring the latest industry ideas and culinary trends to the State as applicable.
- 9.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.
- 9.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 9.1.6. Required in Excel format

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 10.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2961-25, as described herein, and under the terms of this Contract.
- 10.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up-to-date contact information.
- 10.3. 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.
- 10.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/Contractorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 10.5. 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.
- 10.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 11.1. 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.

12. CONFIDENTIALITY & CRIMINAL RECORD:

- 12.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

CONTRACT PRICE:

12.2. The Contractor hereby agrees to provide On and Off-Road Low Sulfur Diesel Fuel in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,245,511.73; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

13. PRICING STRUCTURE:

13.1. DISTRICT MARK-UP OVER OPIS

District	Contractor Mark-Up (Over OPIS) Premium	District	Contractor Mark-Up (Over OPIS) Premium
1	0.3339	1	0.3339
2	0.3553	2	0.3553
3	0.3433	3	0.3433
4	0.0000	4	0.0000
5	0.3281	5	0.3281
6	0.0000	6	0.0000

14. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

14.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

15. INVOICE:

15.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 15.1.1. State of NH purchase order (PO) number if applicable
- 15.1.2. State of NH contract number
- 15.1.3. State of NH ordering agency information
 - 15.1.3.1. Name and contact information of ordering individual
 - 15.1.3.2. Name of ordering state agency / department
 - 15.1.3.3. Address of ordering state agency / department
 - 15.1.3.4. Name and contact information of ordering state agency accounts payable office
- 15.1.4. Date of purchase
- 15.1.5. Date of delivery
- 15.1.6. Contractor order number
- 15.1.7. Contractor account representative name and contact information
- 15.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 15.1.9. Items backordered and their delivery date

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

Contractor Initial AK DG

Date November 22, 2024

16. PAYMENT:

16.1. 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>.

Attachment I Delivery Locations

DOT FUEL DISTRIBUTION INFORMATION

FUEL REQUIRED - ON-ROAD ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DOT Fuel Distribution	1	Brian Pike 603-271-8931	306 Valley Road Dixville	NH DOT Fuel Distribution PO Box 483 Concord, NH 03302-0483		1	1,000	Above Ground	3,500
DOT Fuel Distribution	2	Brian Pike 603-271-8931	63 Old Dump Road New London	NH DOT Fuel Distribution PO Box 483 Concord, NH 03302-0483	214D	1	2,000	Above Ground	12,000
DOT Fuel Distribution	3	Brian Pike 603-271-8931	1013 Route 106 North Loudon	NH DOT Fuel Distribution PO Box 483 Concord, NH 03302-0483	316D	1	450	Above Ground	3,000
DOT Fuel Distribution	3	Brian Pike 603-271-8931	110 Holland Street Moultonborough	NH DOT Fuel Distribution PO Box 483 Concord, NH 03302-0483	305D	1	1,500	Above Ground	7,000

Attachment I Delivery Locations

DISTRICT 1 GENERATOR INFORMATION

FUEL REQUIRED - ON-ROAD ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DNCR	1	Jason Fallman 603-823-8800 x731	2750 Profile Road Franconia	NH DNCR Franconia Notch State Park 260 Tramway Drive Franconia, NH 03580	#16	1	4,000		15,000
DOC	1	Joe Bachofer 603-752-0455	138 East Milan Road Berlin	NH DOC Fiscal Management PO Box 1806 Concord, NH 03301		1	500		4,800

FUEL REQUIRED - OFF-ROAD DYED ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DAS	1	James Barrett 603-931-0008	55 School Street Lancaster	Department of Administrative Services Bureau of Court Facilities 25 Capitol Street Concord, NH 03301		1	527		1,000
DMAVS	1	Danny Avery 603-568-6271	2169 Riverside Drive Berlin	NH DOC Fiscal Management PO Box 1806 Concord, NH 03301		1	346	Underground	1,000
DMAVS	1	Andy Nash 603-225-1598	Littleton Readiness Center 350 Meadow Street Littleton	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		750
DMAVS	1	Andy Nash 603-225-1357	Lancaster Readiness Center 532 Main Street Lancaster	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		1,000
DNCR	1	Rob Harvey 603-823-7722 x727	103 Tramway Drive Franconia	NH DNCR Franconia Notch State Park 260 Tramway Drive Franconia, NH 03580	#20	1	500		1,000
DOC	1	Joe Bachofer 603-752-0455	138 East Milan Road Berlin	NH DOC Fiscal Management PO Box 1806 Concord, NH 03301		1	10,000		1,000
DOS State Police	1	Jim Minery 603-419-9451	549 Route 302 Twin Mountain	NH State Police Support Services 33 Hazen Drive Concord, NH 03305		1	140		200
Fish & Game	1	Wayne Paschal 603-449-3412	York Pond Road Berlin	NH Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		1	500		1,000

Attachment 1 Delivery Locations

DISTRICT 2 GENERATOR INFORMATION
FUEL REQUIRED - OFF-ROAD DYED ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DBEA	2	Larry Lenderman 603-271-0804	Visitor Welcome Center 193 North/Exit 12A Springfield	NH DBEA-DTTD 100 North Main Street Suite 100 Concord, NH 03301		1	333		300
DES WRBP	2	Ken Noyes 603-934-2777	528 River Street Franklin	Department of Environmental Services PO Box 96 Concord, NH 03301		1	2,000		1,000
DES WRBP	2	Tony Brown 603-528-6746	101 River Street Franklin	Department of Environmental Services PO Box 96 Concord, NH 03301	AGD#2	1	275		500
DIHS	2	David Brown 603-989-5204	11 Maintenance Road Glencliff	Glencliff Home High Street Glencliff, NH 03238	#5U	1	5,000		58,000
DIHS	2	David Brown 603-989-5204	Visitor Welcome Center 193 North/Exit 12A Springfield	Glencliff Home High Street Glencliff, NH 03238	#4A	1	300	Skid Tank	300
DIHS	2	David Brown 603-989-5204	11 Maintenance Road Glencliff	Glencliff Home High Street Glencliff, NH 03238	#9A	1	225		300
DMAVS	2	Andy Nash 603-225-1598	Franklin Readiness Center 300 South Main Street Franklin	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		1,000
DMAVS	2	Andy Nash 603-225-1598	Lebanon Readiness Center 174 Heater Road Lebanon	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		1,000

Attachment 1 Delivery Locations

DISTRICT 3 GENERATOR INFORMATION

FUEL REQUIRED - OFF-ROAD DYED ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DAS	3	David Connor 603-783-1715	Conway 3rd Circuit Court 35 East Conway Road Conway	Department of Administrative Services 25 Capitol Street Room 115 Concord, NH 03301		1	80		80
DAS	3	David Connor 603-783-1715	96 Water Village Road Ossipee	Department of Administrative Services 25 Capitol Street Room 115 Concord, NH 03301		1	500		1,000
DAS	3	James Barrett 603-931-0008	26 Green Street Plymouth	Department of Administrative Services Bureau of Court Facilities 25 Capitol Street Concord, NH 03301		1	400		1,000
DBEA	3	Larry Lenderman 603-271-0804	1-93 South Exit 22/MM61 Sanbornton	NH DBEA-DTTD 100 North Main Street Suite 100 Concord, NH 03301		1	62		75
DBEA	3	Larry Lenderman 603-271-0804	3654 White Mountain Highway Conway	NH DBEA-DTTD 100 North Main Street Suite 100 Concord, NH 03301		1	75		75
DES WRBP	3	Tony Brown 603-528-6746	1539 Old North Main Street Laconia	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#4	1	275		500
DES WRBP	3	Tony Brown 603-528-6746	29 Paugus Pump Road Laconia	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#5	1	275		500
DES WRBP	3	Tony Brown 603-528-6746	202 Water Street Laconia	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#3	1	275		500
DES WRBP	3	Tony Brown 603-528-6746	74 South Road Belmont	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#6	1	275		100
DES WRBP	3	Tony Brown 603-528-6746	74 Weirs Road Gilford	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#9	1	275		300
DES WRBP	3	Tony Brown 603-528-6746	31 Dock Road Gilford	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#7	1	275		300
DES WRBP	3	Tony Brown 603-528-6746	280 Scenic Drive Gilford	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#8	1	275		200
DES WRBP	3	Tony Brown 603-528-6746	1 Right Way Path Laconia	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#10	1	275		150
DES WRBP	3	Tony Brown 603-528-6746	763 Scenic Drive Laconia	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#11	1	275		150
DES WRBP	3	Tony Brown 603-528-6746	67 Pendleton Beach Road Gilford	Department of Environmental Services PO Box 95 Concord, NH 03301	AGD#12	1	275		200
DMAVS	3	Andy Nash 603-225-1598	Plymouth Readiness Center 19 Armory Road Plymouth	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		1,000
DMAVS Veterans Home	3	Armand Plourde 603-527-4452	139 Winter Street Tilton	NH Veterans Home 139 Winter Street Tilton, NH 03276	G2	1	3,500		750
DOS State Police	3	Jim Minery 603-419-9451	Troop Station E 1864 White Mountain Highway Tamworth	Department of Safety Business Office 33 Hazen Drive Concord, NH 03305		1	140		200
DOS State Police	3	Jim Minery 603-419-9451	Marine Patrol 31 Dock Road Gilford	Department of Safety Business Office 33 Hazen Drive Concord, NH 03305		1	666		500
DOS State Police	3	Jim Minery 603-419-9451	50 Communications Drive Laconia	Department of Safety Business Office 33 Hazen Drive Concord, NH 03305		1	450		300
NH Employment Security	3	Robin Untiet 603-228-4152	426 Union Avenue Laconia	NH Employment Security 45 South Fruit Street Concord, NH 03301		1	298		250

DISTRICT 3 GENERATOR INFORMATION

FOR REVIEW BY ON-ROAD OPERATING SUPERVISORS

Department	District	Site Contact	Physical Address	Street Address	Task ID	Task Frequency	Task Time	Task Duration	Estimated Annual # of Calls
DMAVS	5	Steve Buck 603-796-2024 x100	New Hampshire Veterans Cemetery 110 D W. Highway	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301	AST	1	230		1,500
DMAVS	5	Andy Nash 603-242-1337	Tag Building 11 Minute Man Way Concord	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	375		1,800
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Industrial PO Box 14 Concord, NH 03302		1	1,000		2,500
DOC	5	Chris Loomis 603-271-2906	Farm Industries 231 North State Street Concord	NH DOC Industrial PO Box 14 Concord, NH 03302		1	900		1,500
DHHS	5	David Budy 603-271-1291	Transportation Garage 133 Pleasant Street Concord	Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	AST #3	1	900		2,000

DISTRICT 3 GENERATOR INFORMATION

FOR REVIEW BY OFF-ROAD OPERATING SUPERVISORS

Department	District	Site Contact	Physical Address	Street Address	Task ID	Task Frequency	Task Time	Task Duration	Estimated Annual # of Calls
DAS	5	John Raymond 603-242-5817	Spaulding Hall 91 Pleasant Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301	06491002-3C	1	300		300
DAS	5	Coryn Egan 603-242-6224	Records and Archives 71 South Fruit Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	300		1,000
DAS	5	Joan Wright 603-271-1241	Federal Supply Center Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	340		300
DAS	5	Larissa Ostry 603-771-8601	Federal Foods Supply 12 Mills Avenue Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	1,000		300
DAS	5	Kevin Chubbuck 603-242-6326	DeFT Data Center 27 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	1,300		300
DAS	5	Kevin Chubbuck 603-242-6326	DeFT Data Center 27 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	1,300		300
DAS	5	Kevin Chubbuck 603-242-6326	DeFT Data Center 27 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	6,000		1,200
DAS	5	Kevin Shuman 603-271-3231	DOT Mechanical Services 33 Stokely Bear Road Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	400		150
DAS	5	John Loomis 603-271-2007	Johnson Hall 107 Pleasant Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	4,000		300
DAS	5	Mark Penfield 603-242-6667	Legal Office Building 13 North State Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	275		10
DAS	5	Mike Buckley 603-271-1896	DOT Materials and Research 5 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	392		100
DAS	5	Mike Buckley 603-271-1896	DOT I/O Materials Building 7 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	16,000		300
DAS	5	Kevin Chubbuck 603-242-6326	DHHS Public Health Lab 29 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	4,300		300
DAS	5	Kevin Chubbuck 603-242-6326	DHHS Public Health Lab 29 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	900		200
DAS	5	Breakey Young 603-271-1104	Division of Motor Vehicles 23 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	440		700
DAS	5	Breakey Young 603-271-1104	DOE Administration Building 33 Hamden Drive Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	640		700
DAS	5	Mark Penfield 603-242-6667	DRA Building 109 Pleasant Street Concord	Department of Administrative Services Business Office Room 112 21 Capital Street Concord, NH 03301		1	310		300
DAS	5	Mike Louchdale 603-271-1317	Concord District Courthouse 32 Chimes Street Concord	Department of Administrative Services Court Facilities Room 112 21 Capital Street Concord, NH 03301		1	400		300
DAS	5	Larry Latham 603-771-1132	Hillsborough County Courthouse 300 Chimes Street Manchester	Department of Administrative Services Court Facilities Room 112 21 Capital Street Concord, NH 03301		1	844		300
DHHS	5	Ran LaFramme 603-6651374	1054 River Road Manchester	HHS/DHS Account Payable 1054 River Road Manchester, NH 03104	#8	1	300		1,500
DHHS	5	Ran LaFramme 603-6651374	1054 River Road Manchester	HHS/DHS Account Payable 1054 River Road Manchester, NH 03104	#9	1	300		1,500
DHHS	5	Ran LaFramme 603-6651374	1054 River Road Manchester	HHS/DHS Account Payable 1054 River Road Manchester, NH 03104	#10	1	300		1,500
DHHS	5	Ran LaFramme 603-6651374	1054 River Road Manchester	HHS/DHS Account Payable 1054 River Road Manchester, NH 03104	#7	1	1,000		1,500
DMAVS	5	Andy Nash 603-242-1337	Concord AASF Tag Building 26 Ragged Drive Concord	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	500		1,200
DMAVS	5	Andy Nash 603-242-1337	Manchester Roadhouse Center 1099 Canal Street Manchester	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	600		1,000
DMAVS	5	Andy Nash 603-242-1337	Milled Ramblers Center 154 Osgood Road Milledale	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	346		1,000
DMAVS	5	Andy Nash 603-242-1337	Nobles Roadhouse Center 154 Daniel Webster Highway Nashua	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301	T	1	346		1,000
DMAVS	5	Andy Nash 603-242-1337	Tag Building 11 Minute Man Way Concord	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	1,100		1,300
DMAVS	5	Andy Nash 603-242-1337	Tag Building 11 Minute Man Way Concord	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	275		300
DMAVS	5	Andy Nash 603-242-1337	Tag Building 11 Minute Man Way Concord	NH DMAVS Business Office 4 Penderbrook Road Concord, NH 03301		1	600		80
DNCR	5	Dave Kallgren 603-242-4748	Boatworks State Park #3 DRED Circle Allamore	DNCR Business Office 172 Penderbrook Road Concord, NH 03301		1	130		40
DNCR	5	Andy Nash 603-242-1337	Boatworks State Park 157 Deerfield Road Allamore	DNCR Business Office 172 Penderbrook Road Concord, NH 03301		1	300		1,600
DNCR	5	Tracy Bosovsky 603-771-2214	172 Penderbrook Road Concord	DNCR Business Office 172 Penderbrook Road Concord, NH 03301		1	300		1,600
DNCR	5	Marshall Lewis 603-271-1332	State Farm Nursery 405 Daniel Webster Highway	DNCR Business Office 172 Penderbrook Road Concord, NH 03301		1	500		300
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	330		300
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	500		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	275		300
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	1,000		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	275		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	275		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	275		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	275		400
DOC	5	Rick Merrill 603-271-1777	Mans Correctional Facility North State Street Concord	NH DOC Fiscal Management PO Box 1806 Concord, NH 03302		1	3,000		2,000
DOB	5	Cham Hamilton 603-271-2973	17 Institute Drive Concord	NH Police Standards and Training 17 Institute Drive Concord, NH 03301	#1	1	440		600
DOB	5	Cham Hamilton 603-271-2973	17 Institute Drive Concord	NH Police Standards and Training 17 Institute Drive Concord, NH 03301	#2	1	440		600
DOB	5	Tim Henry 603-242-1337	Troop Station B 16 East Pearl Drive Bedford	NH State Police Support Services 33 Hamden Drive Concord, NH 03302		1	300		400
DOB	5	Tim Henry 603-242-1337	Troop Station D 139 Iron Works Road Concord	NH State Police Support Services 33 Hamden Drive Concord, NH 03302		1	400		300
DOB	5	Tim Henry 603-242-1337	Radio Communications 39 Hamden Drive Concord	NH State Police Support Services 33 Hamden Drive Concord, NH 03302		1	300		250
DOB	5	Tim Henry 603-242-1337	17 Hamden Drive Concord	NH DOT Fuel Distribution PO Box 483 Concord, NH 03302-0413		1	75		100
Fuel Distribution	5	Minghan Kauch 603-271-1820	15 Stokely Bear Road Concord	NH DOT Traffic Bureau PO Box 483 Concord, NH 03301		1	240		300
Liquor Commission	5	Christina Everson 603-242-2099	Liquor Store #66 1-93 Northwood 130 West River Road Hooksett	NH Liquor Commission PO Box 503 Concord, NH 03301	FT801808	1	650		300
Liquor Commission	5	Christina Everson 603-242-2099	Liquor Store #67 1-93 Southwood 22 Sprague Road Hooksett	NH Liquor Commission PO Box 503 Concord, NH 03301	FT801791	1	650		300
Liquor Commission	5	Christina Everson 603-242-2099	Liquor Store #1 80 Shatt Street Concord	NH Liquor Commission PO Box 503 Concord, NH 03301		1	300		700
Liquor Commission	5	Christina Everson 603-242-2099	Liquor Store #99 27 Calhoun Avenue Nashua	NH Liquor Commission PO Box 503 Concord, NH 03301		1	600		300
New Hampshire Hospital	5	Gerard Prater 603-271-5228	New Hampshire Hospital 121 South Fruit Street Concord	New Hampshire Hospital 34 Chimes Street Concord, NH 03301	AST#3	1	194		300
New Hampshire Hospital	5	Gerard Prater 603-271-5228	Harvard Extension Building 99 Pleasant Street Concord	New Hampshire Hospital 34 Chimes Street Concord, NH 03301		1	240		250
New Hampshire Hospital	5	Gerard Prater 603-271-5228	APS Building 34 Chimes Street Concord	New Hampshire Hospital 34 Chimes Street Concord, NH 03301		1	6,000		300
NH Employment Security	5	Robin Lamer 603-242-1132	Tobey Building 43 South Fruit Street Concord	NH Employment Security 43 South Fruit Street Concord, NH 03301		1	1,000		300
NH Employment Security	5	Robin Lamer 603-242-1132	6 Townsend West Nashua	NH Employment Security 43 South Fruit Street Concord, NH 03301		1	472		150
DAS	5	Albert Jensen 603-271-7948	1 Granite Place Concord, NH 03301	Department Of Administrative Services 23 Capital St. Concord, NH 03301	DES 111068	1	16,000		100
DAS	5	Albert Jensen 603-271-7947	1 Granite Place Concord, NH 03301	Department Of Administrative Services 23 Capital St. Concord, NH 03301	111068 Back-Up	1	10		100

Attachment I Delivery Locations

DISTRICT 6 GENERATOR INFORMATION
FUEL REQUIRED - OFF-ROAD DYED ULTRA LOW SULFUR DIESEL

Department	District	Site Contact	Physical Address	Remit Address	Tank ID	Tank Quantity	Tank Size	Tank Location	Estimated Annual Usage (Gallons)
DAS	6	David Paola 603-783-1810	Rockingham County Courthouse #10 Route 125 Brentwood	Department of Administrative Services 25 Capitol Street Room 115 Concord, NH 03301		1	250		250
DAS	6	David Paola 603-783-1810	Rockingham County Courthouse #10 Route 125 Brentwood	Department of Administrative Services 25 Capitol Street Room 115 Concord, NH 03301		1	500		500
DAS	6	Sarah Lineberry 603-271-3936	Dover State Courthouse 25 Saint Thomas Street Dover	Department of Administrative Services 25 Capitol Street Room 115 Concord, NH 03301		1	61		30
DMAVS	6	Andy Nash 603-225-1598	Somersworth Readiness Center 15 Blackwater Road Somersworth	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	346		750
DMAVS	6	Andy Nash 603-225-1598	Rochester Readiness Center 106 Brock Street Rochester	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	209		40
DMAVS	6	Andy Nash 603-225-1598	Portsmouth Readiness Center 803 McGee Street Portsmouth	NH DMAVS Business Office 4 Pembroke Road Concord, NH 03301		1	209		40
DNCR	6	Brian Parise 603-333-0013	Hampton Beach State Park 8 State Park Road Hampton	DNCR - Hampton Beach 172 Pembroke Road Concord, NH 03301	HB1	1	275		1,700
DOS Motor Vehicles	6	Jim Minery 603-419-9451	50 Boston Harbor Road Dover	Department of Safety Business Office 33 Hazen Drive Concord, NH 03305		1	150		300
DOS State Police	6	Jim Minery 603-419-9451	315 Calef Highway Epping	NH State Police Support Services 33 Hazen Drive Concord, NH 03305		1	275		750
DOT Bridge Maintenance	6	Jeff Farwell 603-436-1099	Sarah Long Bridge Route 1 Bypass South Portsmouth Port Authority	NH DOT Bridge Maintenance PO Box 483 Concord, NH 03302		1	1,800		200
NH Employment Security	6	Robin Untiet 603-228-4152	6 Marsh Brook Drive Somersworth	NH Employment Security 45 South Fruit Street Concord, NH 03301		1	200		180
NH Liquor Commission	6	Charline Everson 603-230-7099	Hampton Liquor Store #73 1-95 Southbound Hampton	NH Liquor Commission PO Box 503 Concord, NH 03301		1	150		600
NH Liquor Commission	6	Charline Everson 603-230-7099	Hooksett Liquor Store #38 605 Route 1 Bypass Portsmouth	NH Liquor Commission PO Box 503 Concord, NH 03301		1	150		600
NH Liquor Commission	6	Charline Everson 603-230-7099	Hampton Liquor Store #76 1-95 Northbound Hampton	NH Liquor Commission PO Box 503 Concord, NH 03301		1	300		600

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 306266

Certificate Number: 0006796996



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

IRVING OIL TERMINALS INC.

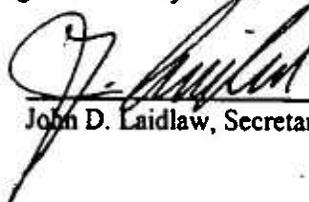
Certificate of Authority

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

<u>Name</u>	<u>Office</u>
Jeff Matthews	President
Darren Gillis	Vice President
Jennifer Beach	Treasurer
John D. Laidlaw	Secretary

The undersigned certifies that, pursuant to the Bylaws of the Corporation, any two officers of the Corporation may sign contracts, documents, and instruments on behalf of the Corporation and certifies that the officers listed above have authority to bind the Corporation. It is understood that the State of New Hampshire will rely on this Certificate as evidence of authority to enter into contracts and agreements with the State. This Certificate shall remain valid for ninety (90) days from the date hereof, unless earlier amended or revoked in writing delivered to the State.

IN WITNESS WHEREOF, the undersigned Secretary has executed this certificate as of November 27th, 2024.



John D. Laidlaw, Secretary

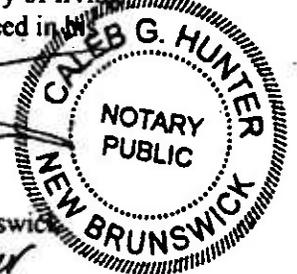
CANADA
PROVINCE OF NEW BRUNSWICK
County of Saint John

November 27th, 2024

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

Before me,





Notary Public, Province of New Brunswick
Printed Name: Caleb G. Hunter
My commission does not expire



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN101507680--XS-24-25	CONTACT NAME: _____ PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: ACE Property & Casualty Insurance Company 20699	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

COVERAGES **CERTIFICATE NUMBER:** HOU-003402862-25 **REVISION NUMBER:** 13

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 HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,900,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			XSLG27239559	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 3,100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 3,100,000 GENERAL AGGREGATE \$ 3,100,000 PRODUCTS - COMP/OP AGG \$ 3,100,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			MCC H08138382	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000			XOOG27238555	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire Bureau of Purchase and Property 25 Capitol Street, State House Annex Concord, NH 03301-6398	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

First Excess Liability
 Policy Number: B0509ENGAO2450056
 Carrier: Zurich Insurance Company Ltd
 Effective Dates: 03/31/2024 - 03/31/2025
 Limit: 15,000,000 xs 15,000,000

Second Excess Liability
 Policy Number: B0509ENGAO2450086
 Carrier: Lloyd's Underwriters
 Effective Dates: 03/31/2024 - 03/31/2025
 Limit: 10,000,000 xs 30,000,000

Third Excess Liability
 Policy Number: CEX00062
 Carrier: Lloyd's Underwriters
 Effective Dates: 03/31/2024 - 03/31/2025
 Limit: 10,000,000 xs 40,000,000

Fourth Excess Liability
 Policy Number: B0509ENGAO2450084/B0509ENGAO2450526
 B0509ENGAO2450084 CNA Hardy Syndicate 382 at Lloyd's - 66%
 B0509ENGAO2450526 Tokio Marine HCC - 34%
 Effective Dates: 03/31/2024 - 03/31/2025
 Limit: 15,000,000 xs 50,000,000

Fifth Excess Liability
 Policy Number: B0509ENGAO2450085/B0509ENGAO2450058
 Carrier: Lloyd's Underwriters - 50%
 Zurich Insurance PLC - 50%
 Effective Dates: 03/31/2024 - 03/31/2025
 Limit: 50,000,000 xs 65,000,000

The above Excess Liability policies are written in USD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN101507680--WC-24-25	CONTACT NAME: _____	
	PHONE (A/C, No., Ext.): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES	CERTIFICATE NUMBER: HOU-003685022-31	REVISION NUMBER: 9
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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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA2-B7D-072905-044	11/16/2024	11/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Bureau of Purchase and Property 25 Capitol Street, State House Annex Concord, NH 03301-6398	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

The US WC Policy placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.