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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

September 11, 2026

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 contract with Sprague Operating Resources LLC (VC#174222), Portsmouth, NH in an amount up to and not to exceed $500,000.00 for B20 and B5 Option Biodiesel Supply and Delivery Services with the option to extend for up to two years, effective upon Governor and Executive Council approval through August 31, 2028.

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) 3130-26 to obtain competitive pricing for the supply and delivery of B20 and B5 biodiesel fuel. The opportunity was shared with 105 vendors and closed on June 16, 2026, resulting in two compliant responses. Sprague Operating Resources LLC, the incumbent vendor, submitted the lowest-cost bid.

Requested approval of this contract will provide the State with a fixed markup cost for B20 biodiesel fuel, a low-sulfur alternative to traditional diesel that offers reduced emissions and significant environmental benefits. The B20 fuel supplied under this contract is delivered to the University of New Hampshire (UNH) Transportation Garage fuel site, which is managed by the Department of Transportation (DOT). Most of this fuel is used by UNH's Wildcat Transit buses, which were purchased through grant funding for biodiesel use. Wildcat Transit provides transportation to students, faculty, and the public, with reduced fares available to elderly and disabled passengers along routes between Durham and Dover on Route 3, and between Durham and Portsmouth on Route 4.

B-5 biodiesel fuel is incorporated into the contract as a backup option at a fixed markup price to ensure service continuity if B-20 supply becomes limited.

Without a contract in place, DOT would face higher administrative and logistical burdens to source biodiesel fuel. The typical fuel order is approximately $15,000, which would require issuing a separate bid for each purchase. The State would also be more vulnerable to market price fluctuations without the stability of a fixed markup structure. Any disruption in fuel availability would directly affect UNH's Wildcat Transit service and would have broader impacts on local traffic and transportation access—particularly for elderly and disabled riders who may depend on these routes and lack alternative transportation options.

The estimated annual spend was calculated using historical fuel usage and the average OPIS costs for the prior 12 months. An allowance of approximately 20% was added to account for unexpected additional fuel usage.

Contract financials	
Estimated annual spend	$206,286.00
Estimated 2-year term spend	$412,572.00
Add allowance for unplanned needs	$87,428.00
Price limitation	$500,000.00

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

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	B-20 With B-5 Option Biodiesel Fuel Supply and Delivery	Agency	Statewide
RFB#	3130-26	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	6/16/2026 @ 9:00 AM

Indicates Award:

Section 1: Mark-Up Over OPIS							
Qty.	UOM	Product Description	OPIS 12 Month Average	Sprague Operating Resources LLC		Dennis K. Burke, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
30000	Gallon	B-20 Biodiesel Fuel	$3.2272	$0.2867	$105,417.00	$0.2900	$105,516.00
30000	Gallon	B-5 Biodiesel Fuel	$3.1667	$0.1956	$100,869.00	$0.2900	$103,701.00
			Sub Total		$206,286.00		$209,217.00
Section 2: Fixed Price							
30000	Gallon	B-20 Biodiesel Fuel	N/A	$3.6275	$108,825.00	$4.3900	$131,700.00
30000	Gallon	B-5 Biodiesel Fuel	N/A	$3.5603	$106,809.00	$4.3900	$131,700.00
			Sub Total		$215,634.00		$263,400.00

PRICE LIMITATION COMPARISION	Sprague Mark Up Over OPIS	Burke Mark-Up Over OPIS	Sprague Fixed Price	Burke Fixed Price
Estimated annual spend	$206,286.00	$209,217.00	$215,634.00	$263,400.00
Estimated term spend	$412,572.00	$418,434.00	$431,268.00	$526,800.00
Add allowance for balance of product line	$87,428.00	$88,670.22	$91,389.86	$111,634.02
Recommended price limitation	**$500,000.00**	$507,104.22	$522,657.86	$638,434.02

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	2 year term with option to extend
Price Limitation	$500,000.00
Number of Compliant Solicitations Received	2
Number of Sourced bidders	0
Number of NIGP Vendors Sourced	105
Number of non-responsive bidders	103
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	P-Card or ACH
FOB Delivered	Yes
Special Notes: After consulting with agencies the decision was to proceed with Section 1 Mark-Up Over OPUS pricing structure.	

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 – Contract #8003935

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 Sprague Operating Resources LLC		1.4 Contractor Address 185 International Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 877-689-1880	1.6 Account Unit and Class Various	1.7 Completion Date August 31, 2028	1.8 Price Limitation $500,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Karl Schmidt Karl Schmidt (Sep 1, 2026 10:27:33 EDT) Date: 09/01/26		1.12 Name and Title of Contractor Signatory Karl Schmidt - Co-President	
1.13 State Agency Signature Date: 9/24/26		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: Jackson Place		On: October 21, 2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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.

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14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Sprague Operating Resources LLC (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 B-20 and B-5 Option Biodiesel Supply and Delivery Services in accordance with the bid submission in response to State Request for Bid 3130-26 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
   2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment".

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through August 31, 2028.
   3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.
   3.3. The maximum term of the Contract (including all extensions) cannot exceed four (4) years.
   3.4. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

4. **NON-EXCLUSIVE CONTRACT:**
   4.1. This Contract is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Contract.

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

6. **SCOPE OF WORK:**
   6.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   6.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
   6.3. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
   6.4. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance

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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.

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

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

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

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

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

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

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

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

7. PRODUCT SPECIFICATIONS, OPTIONS AND COMPLIANCE:

7.1. B20 BIODIESEL BLEND STOCK REQUIREMENTS

7.1.1. NHDOT Fuel Distribution shall be requesting the B20 Biodiesel fuel blend on a year around basis. It is required that the B20 Biodiesel product supplied be formulated utilizing "premium ultra-low sulfur #2" blend stock on a year-round basis. Below are the guidelines for the minimum protection cloud points required, all fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order, and each delivery must be accompanied by documentation of compliance with these requirements.

7.2. B5 BIODIESEL BLEND STOCK REQUIREMENTS

7.2.1. NHDOT Fuel Distribution may request B5 Biodiesel fuel blend, if needed, during winter months. It is required that B5 Biodiesel product supplied be formulated utilizing "premium ultra-low sulfur #2" blend stock on a year-round basis. Below are the guidelines for the minimum protection cloud points required, all fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order, and each delivery must be accompanied by documentation of compliance with these requirements.

7.3. ADDITIONAL REQUIREMENTS

7.3.1. Biodiesel (B100) and the petroleum diesel blend stock must meet ASTM D6751 Grade No. 2-B S15 specifications before blending.

7.3.2. Contractor shall meet all specified ASTM specifications listed within this contract, or the most recent revised specification available.

7.3.3. 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.

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7.3.4. Contractor may utilize other distributors for supply and/or delivering B20 Biodiesel 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.

7.3.5. Contractor is responsible for replacement of any State property that is damaged by the Contractor's employees.

7.3.6. T-T is tractor trailer delivery

7.3.7. Contractor must provide documentation for B5 blends that the biodiesel portion of that blend meets the most current version of ASTM D7467.

7.4. SEASONAL CLOUD POINT REQUIREMENTS

7.4.1. October 1st to December 1st: B-20 fuel delivered with a required cloud point that meets or exceeds +8°F cloud point.

7.4.2. December 2nd to March 31st: B-20 fuel delivered with a required cloud point that meets or exceeds -5°F cloud point.

7.4.3. April 1st to September 30th: B-20 fuel delivered with a required cloud point that meets or exceed +20°F cloud point.

7.4.4. It shall be the Contractor's responsibility to manage and deliver a B-20 or B-5 biodiesel fuel product that meets the cloud point protection as stated in **SEASONAL CLOUD POINT REQUIREMENTS** throughout the contract period.

7.5. BIODIESEL PRODUCT SPECIFICATIONS

7.5.1. The B5 Biodiesel product supplied shall meet ASTM D975-16a specification, or most recent revised specification.

7.5.2. The B20 Biodiesel product supplied shall meet ASTM D7467-13 specification, or the most recent revised specification, (current Non-ASTM specifications may be found under "Specifications" at: http://www.afdc.energy.gov/fuels/biodiesel_specifications.html

7.5.3. Cetane Number - A minimum cetane number of 47.0 or as determined by the most recent ASTM Standard Test Method D613.

7.5.4. Low Temperature Operability - A cold flow performance measurement which meets the most recent ASTM D 975-15 tenth percentile minimum ambient air temperature charts and maps for New Hampshire by either the most recent ASTM Standard Test Method D 2500-11 (Cloud Point), or most recent ASTM Standard Test Method D 4539-10 (Low Temperature Flow Test, LTFT). Low temperature operability is only applicable October 1 - March 31 of each year.

7.6. PREMIUM ULTRA LOW SULFUR BLEND STOCK SPECIFICATIONS

7.6.1. The Premium Ultra Low Sulfur #2 blend stock, i.e. premium ultra-low sulfur diesel fuel supplied shall meet ASTM D975-16a, grade No. 2-D S15 specifications, or the most recent revised specification.

7.6.2. IN ADDITION TO THE PREMIUM ULTRA LOW SULFUR DIESEL SPECIFICATIONS STATED WITHIN, THIS CONTRACT SHALL ALSO REQUIRE THE FOLLOWING "PREMIUM" CHARACTERISTICS. THESE CHARACTERISTICS SHALL BE ADOPTED AND INCLUDED IN THE ULTRA LOW SULFUR COMPONENT OF THE B20 or B5 PRODUCT DELIVERED.

7.6.3. Premium 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:

7.6.4. Cetane Number - A minimum cetane number of 47.0 or as determined by the most recent ASTM Standard Test Method D613.

7.6.5. Low Temperature Operability - A cold flow performance measurement which meets the most recent ASTM D 975-12a tenth percentile minimum ambient air temperature charts and maps for New Hampshire by either the most recent ASTM Standard Test Method D 2500 (Cloud Point), or most recent ASTM Standard Test Method D 4539 (Low Temperature Flow Test, LTFT). Low temperature operability is only applicable October 1 - March 31 of each year.

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7.6.6. Thermal Stability. - A minimum reflectance measurement of 80% or as determined by the most recent ASTM Standard Test Method D6468 (180 min, 150 °C).

7.6.7. Lubricity - A maximum wear scar diameter of 520 microns or as determined by the most recent ASTM D6079.

7.7. PRODUCT COMPLIANCE

7.7.1. It is mutually agreed that if the fuel sold, furnished, and delivered by the Contractor to the State of New Hampshire, does not conform to the standard specifications included in this Contract, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said contract holder. The contract holding 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.

7.8. PRODUCT TESTING

7.8.1. The State reserves the right to test any product delivered to any fuel locations during the contract 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 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 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 Contract.

8. DELIVERY:

8.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within 48 hours after receipt of order, regardless of delivery method (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule, and it is understood that the Contractor is a 365-day delivery operation.

8.2. If the Contractor cannot meet the 48-hour threshold, the Contractor shall contact the delivery site and reach a mutually agreed upon delivery time. If a mutually agreed upon delivery time cannot be met, the State may fulfill the delivery off contract from another Vendor.

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

8.4. NHDOT Fuel Distribution shall contact Contractor to coordinate all deliveries.

8.5. DELIVERY LOCATION

8.5.1. The following is the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

DISTRICT	AGENCY	TOWN	TANK ID	DELIVERY TYPE	TANK QTY/SIZE	FUEL TYPE	PHYSICAL ADDRESS	REMIT ADDRESS
6	NHDOT Fuel Distribution	Durham	13U	T-T	1 / 12,000	B-20 Biodiesel	UNH Campus 213 Main Street Durham, NH 03824	NHDOT Fuel Distribution PO Box 483 Concord, NH 03302-0483

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6	NHDOT Fuel Distribution	Durham	13U	T-T	1 / 12,000	B-5 Biodiesel	UNH Campus 213 Main Street Durham, NH 03824	NHDOT Fuel Distribution PO Box 483 Concord, NH 03302-0483

8.5.2. NHDOT and contractor may prearrange deliveries beyond the forty-eight (48) hour requirement to suit delivery needs by the mutual agreement of contractor and NHDOT.

8.6. DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES

8.6.1. All fuel delivery personnel shall adopt the following safety procedures when making deliveries to any State location:

8.6.1.1. Exercise caution when maneuvering to avoid damage to containment walls.

8.6.1.2. Inspect tank, fittings, and liquid level indicator prior to filling.

8.6.1.3. Place drip pans under all hose fittings prior to loading or unloading.

8.6.1.4. Block truck wheels before starting to load or unload.

8.6.1.5. Remain with the vehicle while loading or unloading.

8.6.1.6. Drain loading or unloading line to storage tank when loading or unloading is complete.

8.6.1.7. Verify that all drain valves are closed before disconnecting loading or unloading lines.

8.6.1.8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.

8.6.1.9. Immediately report any leakage or spillage to the onsite personnel.

8.6.1.10. ***In a case where the leak, spill or overfill takes place at a DOT Fuel Distribution location, in addition to reporting the incident to onsite personnel, delivery personnel will contact said agency immediately at 603-271-6862.***

8.6.1.11. Delivery personnel will shut off all electrical devices (cellular phones, pagers, etc.) while loading or unloading product.

8.6.1.12. Delivery personnel shall clean the manhole / spill bucket of any product they may have spilled during delivery.

8.7. Additional Delivery Requirements:

8.7.1. 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"* or the most recent revision.

8.7.2. Delivery Slip/BOL: All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type of 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.

8.7.3. Spills/Overfills: Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or Contractor should deliver the wrong product to tanks or introduce water into a tank during a delivery, the Contractor assumes all responsibility and liability caused by their actions for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately.

8.7.4. Overfills: Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the Contractor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the Contractor's sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

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8.8. The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where said Contractor has a contract at no additional cost to the State.

8.9. Rush Orders: The State may designate an order as a Rush Order dependent upon the current needs of a fuel site(s) and shall indicate the order is a Rush Order when placing the order. The Contractor shall accomplish delivery of any Rush Order within 24 hours after receipt of delivery.

8.10. Emergencies: Contractor further agrees to deliver in less time in case of emergencies to the best of their ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original Contractor.

8.11. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of diesel fuel, as it may deem necessary, during the contract period.

8.12. DELIVERY SLIPS:

8.12.1. Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below:

8.12.1.1. The quantity of product delivered.

8.12.1.2. Description of product delivered.

8.12.1.3. Date of delivery.

8.12.1.4. Tank I.D. number if available.

8.12.1.5. Delivery location, agency and physical address.

8.12.1.6. Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time.

8.13. BILL OF LADING:

8.13.1. The Bill of Lading (BOL) included with the delivery slip shall provide the following information, at a minimum:

8.13.1.1. The quantity of product delivered in gallons, (GROSS & NET)

8.13.1.2. Driver Name

8.13.1.3. Bill of Lading Number

8.13.1.4. Description of product lifted – For On-Road Premium Ultra Low Sulfur Diesel description shall include terminology that signifies the product lifted is "premium"

8.13.1.5. Product temperature

8.13.1.6. Product gravity

8.13.1.7. If drop is a split load, hand written information indicating where the remaining fuel went

8.13.1.8. Product code equating to the description of the product lifted

8.13.1.9. Date of product lifted

8.13.1.10. Terminal name, address and telephone number

8.13.1.11. Carrier name lifting product from terminal

8.13.1.12. Consignee name and address

8.14. DELIVERY SAFETY REQUIREMENTS AND PROCEDURES:

8.14.1. All fuel delivery personnel will adopt the following safety procedures when making deliveries to any State location:

8.14.1.1. Exercise caution when maneuvering to avoid damage to containment walls.

8.14.1.2. Inspect tank, spill buckets, fittings, and liquid level indicator prior to filling.

8.14.1.3. Place drip pans under all hose fittings prior to loading or unloading.

8.14.1.4. Block truck wheels before starting to load or unload.

8.14.1.5. Remain with the vehicle while loading or unloading.

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8.14.1.6. Adhere to tank overfill protection device warnings and indicators.

8.14.1.7. Drain loading or unloading line to storage tank when loading or unloading is complete.

8.14.1.8. Verify that all drain valves are closed before disconnecting loading or unloading lines.

8.14.1.9. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.

8.14.1.10. Immediately report any leakage or spillage to the onsite personnel.

8.14.2. In a case where the leak, spill or overfill takes place at a **DOT fuel distribution location,** in addition to reporting the incident to onsite personnel, delivery personnel will **contact agency immediately @ 603-271-6862.**

8.14.3. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

8.14.4. Delivery personnel shall clean the manhole/spill buckets of any and all product they may have spilled during delivery.

8.15. DELIVERY – TANK CONTAMINATION:

8.15.1. If a Contractor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (IE diesel fuel and gasoline etc.), or in the event a delivery of a fuel product causes the introduction of water into a tank, the Contractor shall take the following steps to correct the situation:

8.15.2. The Contractor that delivered the product to the wrong tank or caused the introduction of water shall contact the agency owning the fuel tank to convey the situation as soon as the Contractor becomes aware of the situation.

8.15.3. The Contractor shall then pump out the total contents of the contaminated tank, both existing product and the newly delivered product.

8.15.4. It shall be the Contractor's responsibility and cost to properly dispose of the contaminated fuel and clean the tank.

8.15.5. The Contractor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered.

8.15.6. The Contractor shall be physically and financially responsible for the pumping, cleaning, and replacing of the fuel product.

8.15.7. The Contractor shall work without delay to remedy the error so the fuel tank may be put back in service as soon as possible by the state agency.

9. WARRANTY REQUIREMENTS:

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

10. BACKORDERS AND SUBSTITUTIONS:

10.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations.

10.2. Adm 606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of the Contract or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the original Contractor shall be liable to the state for any excess costs.

11. AUDITS AND ACCOUNTING:

11.1. The Contractor 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 contract and for monitoring the contract.

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11.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor 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.

12. ACCOUNT REPRESENTATIVE:

12.1. 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:

12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

12.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

12.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

13. ESTABLISHMENT OF ACCOUNTS:

13.1. 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 Contractor 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 Contract, as if an account already exists for the agency.

14. ELIGIBLE PARTICIPANTS:

14.1. 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 Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

15. USAGE REPORTING:

15.1. The Contractor shall be required to submit a consumption report on a monthly basis to the Purchasing Agent and DOT – Fuel Distribution. The consumption report shall include transaction history for the previous month and in total since contract inception. The report shall be received no later than the 10th day of the month for the previous month's activity. The report shall include the following data at a minimum:

15.1.1. Contract Number

15.1.2. Delivery Agency

15.1.3. Physical location with Tank ID (if available)

15.1.4. Delivery date

15.1.5. Gallons received

15.1.6. Product type

15.1.7. Total gallons delivered to date by product and delivery type (TT/PT)

15.1.8. In Excel format.

15.2. Reports shall be emailed to:

Jesse Wilcox

DOT – Bureau of Fuel Distribution

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Email: jesse.g.wilcox@dot.nh.gov

Devin Lahey
Bureau of Purchase and Property
Email: devin.m.lahey@das.nh.gov

15.3. The Contractor 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 the end of each calendar quarter to The Bureau of Procurement & Support Services, Devin Lahey, and sent electronically to devin.m.lahey@das.nh.gov. At a minimum, the report shall include:

15.3.1. Contract number

15.3.2. Utilizing agency and eligible participants

15.3.3. Services/products purchased

15.3.4. Total cost of all services/products purchased. Ability to sort by agency/eligible participant.

15.3.5. Excel format.

16. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

16.1. The Contractor shall provide B-20 with B-5 option biodiesel supply and delivery services strictly pursuant to, and in conformity with, the specifications described in State RFB 3130-26, as described herein, and under the terms of this Contract.

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

16.3. 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.

16.4. 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/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

16.5. 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.

16.6. 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.

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

17.1. 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.

18. CONFIDENTIALITY & CRIMINAL RECORD:

18.1. 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.

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EXHIBIT C - METHOD OF PAYMENT

19. CONTRACT PRICE:

19.1. The Contractor hereby agrees to provide with B-20 and B-5 option biodiesel supply and delivery services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $500,000.00; 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.

19.2. Contract index prices shall remain firm for the entire contract period, shall be in US dollars not to exceed four (4) decimal places, and shall include delivery and all other costs required by this contract. 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, prices shall be F.O.B. DESTINATION, (included in the contract price), 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.

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

19.4. Updated Published Price List MUST be e-mailed to Devin.M.Lahey@DAS.NH.Gov.

20. PRICING STRUCTURE:

20.1. The Contract pricing structure is OPIS Index price daily plus Contractor mark-up price.

20.2. OPIS Index Price Daily:

20.2.1. For non-winter months (approximately April through September) pricing shall be based on the B20 and B5, respectively, Biodiesel posting for the Binghamton/Vestal, NY OPIS Biodiesel Racks "OPIS Gross Wholesale B20 SME Biodiesel Prices" listed under the **LOW LSN2P ULTRA** column of the publication.

20.2.2. Fir winter months (approximately October through March) pricing shall be based on the B20 and B5, respectively, Biodiesel posting for the Binghamton/Vestal, NY OPIS Biodiesel Racks "OPIS Gross Wholesale B20 SME Biodiesel Prices" listed in the **LOW ULS2P WNT** column of the publication.

20.3. Contractor mark-up cost for B20 Biodiesel for per gallon delivered: **$0.2867**

20.4. Contractor mark-up cost for B5 Biodiesel for per gallon delivered: **$0.1956**

21. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

21.1. 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 "Contract Price".

22. INVOICE:

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

22.2. Invoicing shall be submitted to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the Contractor and agency (example: monthly invoice). Invoices must be sent to the State department or agency to which the delivery is made. Contractor may email invoices, however it is the Contractor'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.

22.3. It will be the responsibility of the Contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of this contract. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this contract; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

22.4. Contractor is 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.

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22.5. Invoicing shall be done at the completion of each delivery. Contractor may email invoices to the remit address. It is the Contractor's responsibility to obtain the correct remit email address prior to delivery. Invoices shall indicate all data stated below:

1. The quantity delivered
2. Description of product delivered
3. Date of delivery (the date when the full delivery has been pumped and invoice is filled out, not prior to pumping)
4. Dip stick reading before and after delivery (Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Chapter Env-Or 400 Underground Storage Facilities regulations, as revised or renumbered)
5. Tank I.D. number if available
6. Delivery location, agency, and physical address
7. Contracted mark-up price per gallon as stated in offer section
8. Contractor offered invoice discount for early payment if applicable

22.6. Invoicing for Deliveries on Weekends or Holidays:

22.6.1. 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 are:

22.6.1.1. New Years Day
22.6.1.2. Martin Luther King Day
22.6.1.3. Presidents Day
22.6.1.4. Memorial Day
22.6.1.5. Independence Day
22.6.1.6. Labor Day
22.6.1.7. Veterans Day
22.6.1.8. Thanksgiving Day
22.6.1.9. Day After Thanksgiving
22.6.1.10. Christmas Day

22.7. The State will accept pass-through costs for energy-based tariffs. Tariffs shall be listed as an itemized cost on all invoices. The State reserves the right to reject any invoices where tariff costs are included but not itemized.

23. PAYMENT:

23.1. 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 Contractor.

23.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

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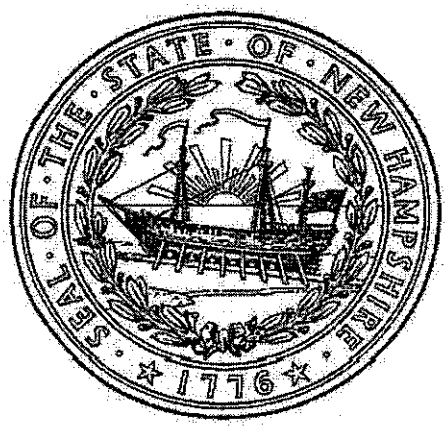
State of New Hampshire
Department of State

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: **0008008409**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of September A.D. 2026.

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 Karl Schmidt was elected as Co-President, of the Company on July 25, 2025.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company, all as of the 1st day of September, 2026.

Paul A. Scoff
Title: VP, General Counsel,
Chief Compliance Office and
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/28/2026

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 Aon Risk Services Northeast, Inc. Connecticut Office 800 Connecticut Ave Norwalk CT 06854 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED Sprague Operating Resources LLC 185 International Drive Portsmouth NH 03801 USA	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** Zurich American Ins Co / 16535 **INSURER B:** Steadfast Insurance Company / 26387 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570122057167 **REVISION NUMBER:**

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. **Limits shown are as requested**

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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL0428517505	08/01/2026	08/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 4285177 05	08/01/2026	08/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Deductible	$5,000,000 $1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			AUC431243604	08/01/2026	08/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC428517607	08/01/2026	08/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $5,000,000 $5,000,000 $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 Capitol St.
Concord NH 03301 USA

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

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570122057167

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