

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

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| V E N D O R | PETERSONS OIL SERVICE INC 75 CRESCENT ST WORCESTER, MA 01605 United States |
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|---|--------------------------------------|
| MPA #106 - OFF ROAD FUELS - BIOHEAT, KEROSENE AND OFF ROAD ULTRA LOW SULFUR DIESEL | |
| Award Number | 3458832 |
| Revision Number | 0 |
| Effective Period | 01-MAY-2016 - 30-APR-2017 |
| Vendor Number | 49224-iSupplier |

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| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
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|---------------------|------------------------------|
| Type of Requisition | *OTHER |
| Requisition Number | |
| Solicitation Number | 7550220 |
| Freight | Paid |
| Payment Terms | NET 30 |
| Buyer | - - Mosca, Gary |

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CONTRACT PERIOD: 5/1/2016 - 4/30/2017

Delivery of Off Road Ultra Low Sulfur Diesel, Ultra Low Sulfur No. 2 heating fuel with B100 Biodiesel blends (referred to here as Bioheat) and Kerosene to eligible entities listed within ten (10) districts - Master Price Agreement (MPA) 106.

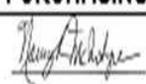
Pricing in accordance with attached spread sheet.

This award is the First of One (1) , One (1) Year term with an option to renew for four (4) additional one (1) year terms at State discretion per the MPA Bid Solicitation.

Master Price Agreement 106 calls for the delivery of Off Road Ultra Low Sulfur Diesel, Ultra Low Sulfur No. 2 heating fuel with B100 Biodiesel blends (referred to here as Bioheat) and Kerosene. All Bioheat blends must consist of ultra Low sulfur No. 2 Heating Oil (No. 2 s15) mixed with B100.

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| INVOICE TO |
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| STATE PURCHASING AGENT |
|  Nancy R. McIntyre |

Fuel to be purchased at a fixed differential price to be applied to the lowest Providence Terminal Tank Car Price as found under the daily Petroleum Prices of the OPIS (Oil Price Information Service) daily for No. 2 Heating Oil pricing.

Vendors must conform to the Department of Health Regulations on limiting sulfur content of fuels and regulations set forth by Mandatory Petroleum Allocation Rules and any other applicable Federal and Rhode Island State regulations and laws. Fuel must also meet the latest version of ASTM D975 or ASTM D396 specifications, whichever is applicable. A laboratory analysis of product may be required at any time during the term of the contract, not to exceed three analysis per product.

This contract is subject to the following Taxes/Fees ONLY:
Leaking Underground Storage Tank Trust Fund (LUST Fee Tax)
RI Oil Spill Prevention Tax
Federal Oil Spill Tax
Underground Storage Tank Fee (only applicable to underground tank)

REPORTS - The Vendor agrees to provide the State with monthly reports summarizing delivery and cost data. Reports must be received by the Rhode Island Office of Energy Resources (OER) the first week of the following month. The monthly reports shall provide OER with the following information per delivery location: volume (gallons, lbs, or whichever unit is most applicable) delivered per fuel type, dates delivered, prices charged per fuel type, and total costs charged. Please send all reports to terri.brooks@energy.ri.gov.

In addition, due to EPA requirements, the vendor is required to provide sulfur content testing data for #2 fuel oil and diesel fuel supplied to the State using EPA approved testing procedures. These tests can be terminal analysis reports from where the fuel is procured or analysis reports done by the vendor. Whenever the terminal receives new fuel or the supply location is changed, analysis reports must be updated to account for the change in supply. The test results must be provided on a quarterly basis to OER, the University of Rhode Island (URI), and any other delivery locations or state agencies that request results. Faxed or scanned documents are acceptable for these quarterly reports. URI accepts faxes at 401-874-2329 or scans at dlamb@uri.edu. Please send all reports to OER via terri.brooks@energy.ri.gov. Quarterly reports shall be due 30 calendar days after the end of each quarter.

OER reserves the right to adjust any and all delivery and cost data requests if State needs change. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

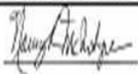
SUPPLIER CONTACT:
Wendy Renzi
PH: 508-688-4728
wrenzi@petersonoil.com

EMERGENCY CONTACT:
24 Hour Answering 508-368-1000

Reference Documents: MPA 106 PETESON PRICE SHEET FOR PO AWARD.pdf

INVOICE TO

**MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST, RI MPA
United States**

STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency

thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

| Commodity: BioHeat, Off-Road ULS Diesel, Kerosene (MPA #106) | | | |
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| Solicitation #7550220 - PRICE SHEET | | | |
| | | Differential Price Only (Do not include taxes in Differential price) | |
| Vendor Proposals | | Peterson's Oil Service Inc. | |
| Price Response Form | | | |
| Item | District 1 | | |
| 1A | BioHeat B5 | 0.1395 | |
| 1B | BioHeat B20 | 0.1195 | |
| 1C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.1395 | |
| 1D | Kerosene | 0.35 | |
| Item | District 2 | | |
| 2A | BioHeat B5 | | |
| 2B | BioHeat B20 | 0.09 | |
| 2C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.1195 | |
| 2D | Kerosene | 0.35 | |
| Item | District 3 | | |
| 3A | BioHeat B5 | | |
| 3B | BioHeat B20 | | |
| 3C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.15 | |
| 3D | Kerosene | 0.35 | |
| Item | District 4 | | |
| 4A | BioHeat B5 | 0.15 | |
| 4B | BioHeat B20 | 0.12 | |
| 4C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.15 | |
| 4D | Kerosene | 0.35 | |
| Item | District 5 | | |
| 5D | BioHeat B5 | 0.09 | |
| 5B | BioHeat B20 | 0.0755 | |
| 5C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.09 | |
| 5D | Kerosene | 0.35 | |
| Item | District 6 | | |
| 6A | BioHeat B5 | 0.09 | |
| 6B | BioHeat B20 | 0.0755 | |
| 6C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.09 | |
| 6D | Kerosene | 0.35 | |
| Item | District 7 | | |
| 7A | BioHeat B5 | 0.1195 | |
| 7B | BioHeat B20 | 0.0955 | |
| 7C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.1195 | |
| 7D | Kerosene | 0.35 | |
| Item | District 8 | | |
| 8A | BioHeat B5 | 0.1295 | |
| 8B | BioHeat B20 | 0.1 | |
| 8C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.1295 | |
| 8D | Kerosene | 0.35 | |
| Item | District 9 | | |
| 9A | BioHeat B5 | 0.0895 | |
| 9B | BioHeat B20 | 0.0695 | |
| 9C | Off-Road Ultra-Low Sulfur Diesel Fuel | 0.0895 | |
| 9D | Kerosene | 0.35 | |
| Item | District 10 | | |
| 10A | BioHeat B5 | no bid | |
| 10B | BioHeat B20 | no bid | |
| 10C | Off-Road Ultra-Low Sulfur Diesel Fuel | no bid | |
| 10D | Kerosene | no bid | |
| Item | Block Island | | |
| 11 | BioHeat B5 | no bid | |
| | BioHeat B20 | no bid | |
| | Off-Road Ultra-Low Sulfur Diesel Fuel | no bid | |
| | Kerosene | no bid | |
| Vendors to submit On-Call Hourly Rate Pricing for Item(s) Bidding | | Hourly Rate Pricing | |
| | On-Call Hourly Rate on site for routine maintenance | \$ 95.00 | |
| | On-Call Hourly Rate on site for repairs as needed | \$ 95.00 | |
| | On-Call Overtime Hourly Rate on site for repairs as needed | \$ 125.00 | |
| | Provide percentage (%) discount for parts/materials off manufacturers list price | 25% | |