

MA 18P 2306140000000000182
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/01/23

Expiration Date: 06/30/26

Master Agreement Description: #2 Heating Fuel - Ultra-low Sulfur

Buyer Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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Issuer Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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Requestor Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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Agreement Reporting Categories

Reason For Modification: This amendment locks in 560,000 gallons of #2 Heating Oil at fixed rate of \$2.605 per gallon and extends the agreement for the period of July 1, 2025 to June 30, 2026. This agreement includes service to all regions except for the Mid Coast region.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000022542

Vendor Name

DEAD RIVER CO, LLC

Alias/DBA

Vendor Address Information

82 RUNNING HILL RD

SOUTH PORTLAND, ME 04106

US

Vendor Contact Information

DAVID LUCE
207-712-6141 ext.
david.luce@deadriver.com

Commodity Information

Vendor Line #: 1

Vendor Name: DEAD RIVER CO, LLC

Commodity Line #: 1

Commodity Code: 40512

Commodity Description: #2 Heating Fuel - Ultra-low Sulfur

Commodity Specifications: This amendment locks in 560,000 gallons of #2 Heating Oil at fixed rate of \$2.605 per gallon and extends the agreement for the period of July 1, 2025 to June 30, 2026. This agreement includes service to all regions except for the Mid Coast region.

Commodity Extended Description: As per the specifications attached and made part of the original MA. Please attach invoices to Delivery Orders

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00	09/01/23	06/30/26
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165


T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page


Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 3/27/2025

Date
David Morris, Acting Chief Procurement Officer

DEAD RIVER CO, LLC

DocuSigned by:
 3/27/2025

Date
David Luce wholesale and Commercial Account Manager

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D - Debarment Form
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification
<input checked="" type="checkbox"/>	Dead River Fixed Price Agreement and Program Terms
<input checked="" type="checkbox"/>	Safety Data Sheet

RIDER A
Scope of Work and/or Specifications
MA 18P 2306140000000000182

Commodity: #2 Heating Fuel - Ultra-low Sulfur

Contract Term: July 1, 2025 - June 30, 2026 (1 year extension)

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: David Luce **Tel:** 207-712-6141 **Email:** david.luce@deadriver.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file.

Using Departments: The primary using departments of this Master Agreement are: ALL

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility statewide (however delivery to the mid-coast region is excluded from this contract).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Specifications

The vendor will provide ultra-low sulfur #2 heating oil to state agencies as requested. Upon request, fuel shall be delivered to locations statewide (except for mid-coast region).

Fuel Types: The vendor shall provide ultra-low sulfur #2 heating oil to various state agency locations upon state agency request.

Rate: 560,000 gallons of ultra-low sulfur #2 heating fuel has been locked in at a fixed contract price of \$2.605 per gallon for all regions State of Maine (except for the mid-coast region is not contracted under this master agreement).

Once all reserved fuel has been used, the pricing structure will be Portland OPIS + Total Fixed Margin (by region)

REGION	TOTAL FIXED MARGIN
Bangor	0.2100
Capitol	0.3100
Downeast	0.3500
Northern	0.4200
Southern	0.2400
Western	0.3300

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Office” shall refer to the State of Maine Office of State Procurement Services.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Office, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Office shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Office as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Office and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Office.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Office, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Office's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Office's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Office. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Office, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Office may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Office for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Office.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars,

must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office.

9. ALTERATIONS: The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Office may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or

subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Office will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Office will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Office's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Office shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Office to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Office.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

RIDER C

EXCEPTIONS

N/A

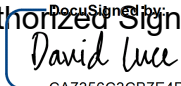
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: David Luce	Title: wholesale and Commercial Account Manager
Authorized Signature:  <small>CA7356C3CB7E4D3...</small>	Date: 3/27/2025



**FIXED PRICE AGREEMENT
ULTRA LOW SULFUR HEATING OIL
DEAD RIVER COMPANY, LLC AND STATE OF MAINE**

Date: September 13th, 2024

Account No: 4101601

Dead River Company, LLC ("DRC") agrees to sell, and State of Maine, Department of Administrative and Financial Services ("Customer") agrees to purchase 560,000 gallons of Ultra-low sulfur #2 fuel oil ("Committed Gallons") for the period of July 1st, 2025, through June 30th, 2026 ("Contract Period") to be delivered at various locations (See attached for both current DRC and proposed locations).

The fixed price per gallon ("Contract Price") is \$2.6050 per gallon (including all taxes except sales, use, or new taxes) for a total amount of \$1,458,800.00.

This Contract ("Contract") provides that Dead River Company ("DRC") will sell, and the above-named customer ("You") will buy exclusively from DRC, the gallons of product shown above ("Committed Gallons") for the period shown above ("Contract Period") at the fixed price shown above, including all taxes except sales and use tax ("Contract Price"), to be delivered at the following address(es) shown above under the following conditions:

1. All gallons delivered will be temperature compensated.

2. Requirements and Purchase Obligation: You agree to purchase from DRC ALL requirements of the fuel type indicated for the Contract Period and shall not purchase from any other source during such period. The price of any fuel purchased more than the Committed Gallons will be reflected in the pricing addendum.

3. Payment Terms Service and Equipment: Charges to your account beyond the fuel charges described above (for example, for service or equipment purchases) shall be paid in full within 30 days of an approved invoice.

4. Automatic Delivery: DRC will deliver to the addresses listed above automatically, based upon projections calculated from historical consumption and weather. You should notify DRC of any changes in consumption expectations. Automatic delivery will continue after the term of the Contract Period. Also, please keep the path to the fill location clear for DRC's driver.

5. Limitation of Liability: DRC shall not be liable for any indirect or consequential damages whatsoever. Furthermore, DRC shall not be liable for damages incurred because of failure or delay in delivery of fuel because of circumstances beyond DRC's control, including but not limited to, force majeure, supplier interruptions, government mandated allocation, your failure to notify DRC of consumption changes, or your failure to keep the fill location clear.

6. New Taxes: The Contract Price set forth above may be increased by an amount equal to the increment of new taxes imposed on fuel sales not in effect at the time this Agreement was made.

7. Termination by DRC: DRC may terminate this Agreement and pursue legal remedies if you breach this Agreement in any way, including failing to pay for goods and services and/or the Committed Gallons covered by this Agreement, and/or by notifying DRC that you do not intend to fulfill the purchase requirements in paragraph 2, DRC may elect to cease deliveries and pursue damages and/or Liquidated Damages as set forth below.

8. Damages, and Liquidated Damages: See addendum

9. NOTICE OF PRICE RISK TO CONSUMER: The fixed price in this Agreement is based upon market conditions prevailing at the time of signing. You understand and agree that the price is fixed for the season regardless of whether market price goes up or down. You are agreeing to all the Committed Gallons regardless of weather conditions reducing Your fuel requirements.

10. Downside Protection Option: If a Downside Protection fee is indicated in the Program Terms, you will pay the lower of DRC's standard daily retail price or the Fixed Rate Per Gallon for the Covered Gallons. If there is no downside protection fee indicated above, you have declined to purchase downside protection and will be charged the Fixed Rate Per Gallon for the Covered Gallons. Please initial indicating Your acceptance of the downside protection program: (shall initial)

11. Fixed Price Contract Compliance: DRC's performance is secured by fixed price contracts and inventory in compliance with ME - 10 M.R.S.A. 1110(2), NH - R.S.A. §339:79, and VT - 9 V.S.A. §2461(e).

12. Gallons in Excess of Contract: For gallons in excess of contract, please see schedule below:

Region	Total Fixed Margin
Bangor	0.2100
Capitol	0.3100
Downeast	0.3500
Northern	0.4200
Southern	0.2400
Western	0.3300

13. THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNLESS A SIGNED COPY IS RECEIVED BY DRC BY THE DEADLINE SPECIFIED ABOVE.

DEAD RIVER COMPANY, LLC

By: *David R. Luce-WCAM*

Name: David Luce

Title: Wholesale and Commercial Account Manager

Date: September 13th, 2024

STATE OF MAINE

By: 2A644AF5681F482...

Name: David Morris

Title: Acting Chief Procurement Officer

Date: 3/27/2025

**Dead River Company, LLC (DRC) "Program Terms" and "Terms and Conditions" Document
(hereinafter "Agreement")
between DRC and the State of Maine**

- 1) If by June 30th, 2026, the State of Maine appears to not be in a position to utilize the clear ultra-low sulfur heating oil (ULSHO) gallons covered in the above-named Agreement, the Parties agree to discuss alternative resolutions to any damages set forth in the above-named Agreement, or as set forth below.
- 2) In the event that a volume shortfall results in actual financial damages to DRC, the State of Maine agrees to compensate DRC for the amount of said financial damage to be calculated in a reasonable manner and not as a penalty. Prior to the calculation of actual financial damages, DRC must demonstrate to the State of Maine that it has made all commercially reasonable efforts to resell the State of Maine's volume shortfall gallons. Fixed price formula based on NYMEX ULSD Futures value of \$2.2000.
- 3) Per Paragraph 2 above, in the event that Dead River is able to resell the State of Maine's volume shortfall gallons at a price higher than its initial purchase price, and therefore not experience any actual financial damages, then Dead River shall provide the State of Maine with an account credit in an amount matching the monetary benefit received from the sale of Maine's unused gallon commitment.
- 4) It is hereby recognized by both parties that the above-named Agreement and this amendment are a result of State of Maine request for quotes.

DEAD RIVER COMPANY, LLC
By: 
CA7356C3CB7E4D3...

Name: David Luce

Title: Wholesale-Commercial Account Manager

Date: 3/27/2025

STATE OF MAINE
By: 
2A644AF5681F482...

Name: David Morris

Title: Acting Chief Procurement Officer

Date: 3/27/2025



Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088
EU/CLP GHS

Synonyms: #2 Heating Oil; 2 Oil; Off-road Diesel Fuel

*** Section 1 - Product and Company Identification ***

Manufacturer Information

Hess Corporation
1 Hess Plaza
Woodbridge, NJ 07095-0961

Phone: 732-750-6000 Corporate EHS
Emergency # 800-424-9300 CHEMTREC
www.hess.com (Environment, Health, Safety Internet Website)

*** Section 2 - Hazards Identification ***

GHS Classification:

Flammable Liquids - Category 3
Acute Toxicity, Inhalation - Category 4
Skin Corrosion/Irritation – Category 2
Eye Damage/Irritation – Category 2
Carcinogenicity - Category 2
Specific Target Organ Toxicity (Single Exposure) – Category 3 (respiratory irritation, narcosis)
Aspiration Hazard – Category 1
Hazardous to the Aquatic Environment, Acute Hazard – Category 3

GHS LABEL ELEMENTS

Symbol(s)



Signal Word

DANGER

Hazard Statements

Flammable liquid and vapor.
Harmful if inhaled.
Causes skin irritation.
Causes eye irritation.
Suspected of causing cancer.
Suspected of causing genetic defects.
May cause respiratory irritation.
May cause drowsiness or dizziness.
May be fatal if swallowed and enters airways.
Harmful to aquatic life.

Safety Data Sheet

Material Name: Fuel Oil No. 2**SDS No. 0088**

Precautionary Statements

Prevention

Keep away from heat/sparks/open flames/hot surfaces. No smoking
Keep container tightly closed.
Ground/bond container and receiving equipment.
Use explosion-proof electrical/ventilating/lighting/equipment.
Use only non-sparking tools.
Take precautionary measures against static discharge.
Wear protective gloves/protective clothing/eye protection/face protection.
Avoid breathing fume/mist/vapors/spray.
Use only outdoors or in a well-ventilated area.
Wash hands and forearms thoroughly after handling.
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Avoid release to the environment.

Response

In case of fire: Use water spray, fog or foam.
If on skin (or hair): Wash with plenty of soap and water. Take off immediately all contaminated clothing and wash it before reuse. If skin irritation occurs, get medical advice/attention.
If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center or doctor if you feel unwell.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
If exposed or concerned: Get medical advice/attention.
If swallowed: Immediately call a poison center or doctor/physician if you feel unwell. Do NOT induce vomiting.

Storage

Store in a well ventilated place.
Keep cool. Keep container tightly closed.
Store locked up.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

* * * Section 3 - Composition / Information on Ingredients * * *

CAS #	Component	Percent
68476-30-2	Fuel oil No. 2	100
91-20-3	Naphthalene	<0.1

A complex combination of hydrocarbons with carbon numbers in the range C9 and higher produced from the distillation of petroleum crude oil.

Safety Data Sheet

Material Name: Fuel Oil No. 2**SDS No. 0088******* Section 4 - First Aid Measures *******First Aid: Eyes**

In case of contact with eyes, immediately flush with clean, low-pressure water for at least 15 min. Hold eyelids open to ensure adequate flushing. Seek medical attention.

First Aid: Skin

Remove contaminated clothing. Wash contaminated areas thoroughly with soap and water or with waterless hand cleanser. Obtain medical attention if irritation or redness develops.

First Aid: Ingestion

DO NOT INDUCE VOMITING. Do not give liquids. Obtain immediate medical attention. If spontaneous vomiting occurs, lean victim forward to reduce the risk of aspiration. Monitor for breathing difficulties. Small amounts of material which enter the mouth should be rinsed out until the taste is dissipated.

First Aid: Inhalation

Remove person to fresh air. If person is not breathing, provide artificial respiration. If necessary, provide additional oxygen once breathing is restored if trained to do so. Seek medical attention immediately.

***** Section 5 - Fire Fighting Measures *******General Fire Hazards**

See Section 9 for Flammability Properties.

Vapors may be ignited rapidly when exposed to heat, spark, open flame or other source of ignition. When mixed with air and exposed to an ignition source, flammable vapors can burn in the open or explode in confined spaces. Being heavier than air, vapors may travel long distances to an ignition source and flash back. Runoff to sewer may cause fire or explosion hazard.

Hazardous Combustion Products

Carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke).

Extinguishing Media

SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO₂, water spray, fire fighting foam, or gaseous extinguishing agent.

LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers.

Unsuitable Extinguishing Media

None

Fire Fighting Equipment/Instructions

Small fires in the incipient (beginning) stage may typically be extinguished using handheld portable fire extinguishers and other fire fighting equipment. Firefighting activities that may result in potential exposure to high heat, smoke or toxic by-products of combustion should require NIOSH/MSHA- approved pressure-demand self-contained breathing apparatus with full facepiece and full protective clothing. Isolate area around container involved in fire. Cool tanks, shells, and containers exposed to fire and excessive heat with water. For massive fires the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied fire fighting foam.

***** Section 6 - Accidental Release Measures *******Recovery and Neutralization**

Carefully contain and stop the source of the spill, if safe to do so.

Safety Data Sheet

Material Name: Fuel Oil No. 2**SDS No. 0088****Materials and Methods for Clean-Up**

Take up with sand or other oil absorbing materials. Carefully shovel, scoop or sweep up into a waste container for reclamation or disposal.

Emergency Measures

Evacuate nonessential personnel and remove or secure all ignition sources. Consider wind direction; stay upwind and uphill, if possible. Evaluate the direction of product travel, diking, sewers, etc. to confirm spill areas. Spills may infiltrate subsurface soil and groundwater; professional assistance may be necessary to determine the extent of subsurface impact.

Personal Precautions and Protective Equipment

Response and clean-up crews must be properly trained and must utilize proper protective equipment (see Section 8).

Environmental Precautions

Protect bodies of water by diking, absorbents, or absorbent boom, if possible. Do not flush down sewer or drainage systems, unless system is designed and permitted to handle such material. The use of fire fighting foam may be useful in certain situations to reduce vapors. The proper use of water spray may effectively disperse product vapors or the liquid itself, preventing contact with ignition sources or areas/equipment that require protection.

Prevention of Secondary Hazards

None

*** Section 7 - Handling and Storage ***

Handling Procedures

Handle as a combustible liquid. Keep away from heat, sparks, excessive temperatures and open flame! No smoking or open flame in storage, use or handling areas. Bond and ground containers during product transfer to reduce the possibility of static-initiated fire or explosion.

Special slow load procedures for "switch loading" must be followed to avoid the static ignition hazard that can exist when this product is loaded into tanks previously containing low flash point products (such as gasoline) - see API Publication 2003, "Protection Against Ignitions Arising Out Of Static, Lightning and Stray Currents."

Storage Procedures

Keep containers closed and clearly labeled. Use approved vented storage containers. Empty product containers or vessels may contain explosive vapors. Do not pressurize, cut, heat, weld or expose such containers to sources of ignition.

Store in a well-ventilated area. This storage area should comply with NFPA 30 "Flammable and Combustible Liquid Code". Avoid storage near incompatible materials. The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks."

Incompatibilities

Keep away from strong oxidizers; Fluorel ®

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

* * * Section 8 - Exposure Controls / Personal Protection * * *

Component Exposure Limits

Fuel oil No. 2 (270-671-4)

- ACGIH: 100 mg/m³ TWA (inhalable fraction and vapor, as total hydrocarbons, listed under Diesel fuel)
Skin - potential significant contribution to overall exposure by the cutaneous route (listed under Diesel fuel)
- Belgium: 100 mg/m³ TWA (as total hydrocarbon, aerosol and vapor)
Skin (listed under Gas oil)
- Portugal: 100 mg/m³ TWA [VLE-MP] (aerosol and vapor, as total Hydrocarbons, listed under Fuel diesel)

Naphthalene (202-049-5)

- ACGIH: 15 ppm STEL
10 ppm TWA
Skin - potential significant contribution to overall exposure by the cutaneous route
- Austria: 10 ppm TWA [TMW]; 50 mg/m³ TWA [TMW]
skin notation
- Belgium: 15 ppm STEL; 80 mg/m³ STEL
10 ppm TWA; 53 mg/m³ TWA
Skin
- Denmark: 10 ppm TWA; 50 mg/m³ TWA
- Finland: 2 ppm STEL; 10 mg/m³ STEL
1 ppm TWA; 5 mg/m³ TWA
- France: 10 ppm TWA [VME]; 50 mg/m³ TWA [VME]
- Germany: 0.1 ppm TWA AGW (The risk of damage to the embryo or fetus can be excluded when MAK and BAT values are observed, inhalable fraction, exposure factor 1); 0.5 mg/m³ TWA AGW (The risk of damage to the embryo or fetus can be excluded when MAK and BAT values are observed, inhalable fraction, exposure factor 1)
- Greece: 10 ppm TWA; 50 mg/m³ TWA
- Ireland: 15 ppm STEL; 75 mg/m³ STEL
10 ppm TWA; 50 mg/m³ TWA
- Netherlands: 80 mg/m³ STEL
50 mg/m³ TWA
- Portugal: 10 ppm TWA [VLE-MP]
- Spain: 15 ppm STEL [VLA-EC]; 80 mg/m³ STEL [VLA-EC]
10 ppm TWA [VLA-ED]; 53 mg/m³ TWA [VLA-ED]
skin - potential for cutaneous exposure
- Sweden: 10 ppm LLV; 50 mg/m³ LLV
15 ppm STV; 80 mg/m³ STV

Engineering Measures

Use adequate ventilation to keep vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces.

Personal Protective Equipment: Respiratory

A NIOSH/MSHA-approved air-purifying respirator with organic vapor cartridges or canister may be permissible under certain circumstances where airborne concentrations are or may be expected to exceed exposure limits or for odor or irritation. Protection provided by air-purifying respirators is limited.

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

Use a positive pressure, air-supplied respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-deficient atmospheres, or any other circumstance where an air-purifying respirator may not provide adequate protection.

Personal Protective Equipment: Hands

Gloves constructed of nitrile, neoprene, or PVC are recommended.

Personal Protective Equipment: Eyes

Safety glasses or goggles are recommended where there is a possibility of splashing or spraying.

Personal Protective Equipment: Skin and Body

Chemical protective clothing such as of E.I. DuPont TyChem®, Saranex® or equivalent recommended based on degree of exposure. Note: The resistance of specific material may vary from product to product as well as with degree of exposure. Consult manufacturer specifications for further information.

* * * Section 9 - Physical & Chemical Properties * * *

Appearance:	Red or reddish/orange colored (dyed)	Odor:	Mild, petroleum distillate odor
Physical State:	Liquid	pH:	ND
Vapor Pressure:	0.009 psia @ 70 °F (21 °C)	Vapor Density:	>1.0
Boiling Point:	340 to 700 °F (171 to 371 °C)	Melting Point:	ND
Solubility (H2O):	Negligible	Specific Gravity:	AP 0.823-0871
Evaporation Rate:	Slow; varies with conditions	VOC:	ND
Octanol/H2O Coeff.:	ND	Flash Point:	100 °F (38 °C) minimum
Flash Point Method:	PMCC	Upper Flammability Limit (UFL):	7.5
Lower Flammability Limit (LFL):	0.6	Burning Rate:	ND
Auto Ignition:	494°F (257°C)		

* * * Section 10 - Chemical Stability & Reactivity Information * * *

Chemical Stability

This is a stable material.

Hazardous Reaction Potential

Will not occur.

Conditions to Avoid

Avoid high temperatures, open flames, sparks, welding, smoking and other ignition sources.

Incompatible Products

Keep away from strong oxidizers; Fluorel ®

Hazardous Decomposition Products

Carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke).

* * * Section 11 - Toxicological Information * * *

Acute Toxicity

A: General Product Information

Harmful if swallowed.

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

B: Component Analysis - LD50/LC50

Fuel oil No. 2 (68476-30-2)

Oral LD50 Rat 12 g/kg; Dermal LD50 Rabbit 4720 µL/kg; Dermal LD50 Rabbit >2000 mg/kg; Inhalation LC50 Rat 4.6 mg/L 4 h

Naphthalene (91-20-3)

Inhalation LC50 Rat >340 mg/m³ 1 h; Oral LD50 Rat 490 mg/kg; Dermal LD50 Rat >2500 mg/kg; Dermal LD50 Rabbit >20 g/kg

Product Mixture

Oral LD50 Rat 14.5 ml/kg; Dermal LD50 Rabbit >5 mL/kg; Guinea Pig Sensitization: negative; Primary dermal irritation: moderately irritating (Draize mean irritation score - 3.98 rabbits); Draize eye irritation: mildly irritating (Draize score, 48 hours, unwashed - 2.0 rabbits)

Potential Health Effects: Skin Corrosion Property/Stimulativeness

Practically non-toxic if absorbed following acute (single) exposure. May cause skin irritation with prolonged or repeated contact. Liquid may be absorbed through the skin in toxic amounts if large areas of skin are repeatedly exposed.

Potential Health Effects: Eye Critical Damage/ Stimulativeness

Contact with eyes may cause mild irritation.

Potential Health Effects: Ingestion

Ingestion may cause gastrointestinal disturbances, including irritation, nausea, vomiting and diarrhea, and central nervous system (brain) effects similar to alcohol intoxication. In severe cases, tremors, convulsions, loss of consciousness, coma, respiratory arrest, and death may occur.

Potential Health Effects: Inhalation

Excessive exposure may cause irritations to the nose, throat, lungs and respiratory tract. Central nervous system (brain) effects may include headache, dizziness, loss of balance and coordination, unconsciousness, coma, respiratory failure, and death.

WARNING: the burning of any hydrocarbon as a fuel in an area without adequate ventilation may result in hazardous levels of combustion products, including carbon monoxide, and inadequate oxygen levels, which may cause unconsciousness, suffocation, and death.

Respiratory Organs Sensitization/Skin Sensitization

This product is not reported to have any skin sensitization effects.

Generative Cell Mutagenicity

This product is not reported to have any mutagenic effects. Material of similar composition has been positive in a mutagenicity study.

Carcinogenicity

A: General Product Information

Suspected of causing cancer.

Dermal carcinogenicity: positive - mice

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

Studies have shown that similar products produce skin tumors in laboratory animals following repeated applications without washing or removal. The significance of this finding to human exposure has not been determined. Other studies with active skin carcinogens have shown that washing the animal's skin with soap and water between applications reduced tumor formation.

This product is similar to Diesel Fuel. IARC classifies whole diesel fuel exhaust particulates as probably carcinogenic to humans (Group 2A) and NIOSH regards it as a potential cause of occupational lung cancer based on animal studies and limited evidence in humans.

B: Component Carcinogenicity

Fuel oil No. 2 (68476-30-2)

ACGIH: A3 - Confirmed Animal Carcinogen with Unknown Relevance to Humans (listed under Diesel fuel)

Naphthalene (91-20-3)

ACGIH: A4 - Not Classifiable as a Human Carcinogen

NTP: Reasonably Anticipated To Be A Human Carcinogen (Possible Select Carcinogen)

IARC: Monograph 82 [2002] (Group 2B (possibly carcinogenic to humans))

Reproductive Toxicity

This product is not reported to have any reproductive toxicity effects.

Specified Target Organ General Toxicity: Single Exposure

This product is not reported to have any specific target organ general toxicity single exposure effects.

Specified Target Organ General Toxicity: Repeated Exposure

This product is not reported to have any specific target organ general toxicity repeat exposure effects.

Aspiration Respiratory Organs Hazard

The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

* * * Section 12 - Ecological Information * * *

Ecotoxicity

A: General Product Information

Very toxic to aquatic life with long lasting effects. Keep out of sewers, drainage areas and waterways. Report spills and releases, as applicable, under Federal and State regulations.

B: Component Analysis - Ecotoxicity - Aquatic Toxicity

Fuel oil No. 2 (68476-30-2)

Test & Species

96 Hr LC50 Pimephales promelas

35 mg/L [flow-through]

Conditions

Naphthalene (91-20-3)

Test & Species

96 Hr LC50 Pimephales promelas

5.74-6.44 mg/L [flow-through]

Conditions

96 Hr LC50 Oncorhynchus mykiss

1.6 mg/L [flow-through]

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

96 Hr LC50 Oncorhynchus mykiss	0.91-2.82 mg/L [static]
96 Hr LC50 Pimephales promelas	1.99 mg/L [static]
96 Hr LC50 Lepomis macrochirus	31.0265 mg/L [static]
72 Hr EC50 Skeletonema costatum	0.4 mg/L
48 Hr LC50 Daphnia magna	2.16 mg/L
48 Hr EC50 Daphnia magna	1.96 mg/L [Flow through]
48 Hr EC50 Daphnia magna	1.09 - 3.4 mg/L [Static]

Persistence/Degradability

No information available.

Bioaccumulation

No information available.

Mobility in Soil

No information available.

* * * Section 13 - Disposal Considerations * * *

Waste Disposal Instructions

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations.

Disposal of Contaminated Containers or Packaging

Dispose of contents/container in accordance with local/regional/national/international regulations.

* * * Section 14 - Transportation Information * * *

IATA Information

Shipping Name: Heating oil, light

UN #: 1202 **Hazard Class:** 3 **Packing Group:** III

ICAO Information

Shipping Name: Heating oil, light

UN #: 1202 **Hazard Class:** 3 **Packing Group:** III

IMDG Information

Shipping Name: Heating oil, light

UN #: 1202 **Hazard Class:** 3 **Packing Group:** III

Safety Data Sheet

Material Name: Fuel Oil No. 2

SDS No. 0088

*** Section 15 - Regulatory Information ***

Regulatory Information

Component Analysis – Inventory

Component/CAS	EC #	EEC	CAN	TSCA
Fuel oil No. 2 68476-30-2	270-671-4	EINECS	DSL	Yes
Naphthalene 91-20-3	202-049-5	EINECS	DSL	Yes

*** Section 16 - Other Information ***

Key/Legend

ACGIH = American Conference of Governmental Industrial Hygienists; ADG = Australian Code for the Transport of Dangerous Goods by Road and Rail; ADR/RID = European Agreement of Dangerous Goods by Road/Rail; AS = Standards Australia; DFG = Deutsche Forschungsgemeinschaft; DOT = Department of Transportation; DSL = Domestic Substances List; EEC = European Economic Community; EINECS = European Inventory of Existing Commercial Chemical Substances; ELINCS = European List of Notified Chemical Substances; EU = European Union; HMIS = Hazardous Materials Identification System; IARC = International Agency for Research on Cancer; IMO = International Maritime Organization; IATA = International Air Transport Association; MAK = Maximum Concentration Value in the Workplace; NDSL = Non-Domestic Substances List; NFPA = National Fire Protection Association; NOHSC = National Occupational Health & Safety Commission; NTP = National Toxicology Program; STEL = Short-term Exposure Limit; TDG = Transportation of Dangerous Goods; TLV = Threshold Limit Value; TSCA = Toxic Substances Control Act; TWA = Time Weighted Average

Literature References

None

Other Information

Information presented herein has been compiled from sources considered to be dependable, and is accurate and reliable to the best of our knowledge and belief, but is not guaranteed to be so. Since conditions of use are beyond our control, we make no warranties, expressed or implied, except those that may be contained in our written contract of sale or acknowledgment.

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End of Sheet