

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

August 14, 2020

**NOTICE OF CONTRACT-REVISION
(REVISION)**

COMMODITY: FUEL, GASOLINE and DIESEL (On-Road Premium), FIXED PRICE

COMMODITY CODE: 405-1500 and 405-0900

CONTRACT #: 8002259

CONTRACTOR: Dennis K. Burke, Inc.
555 Constitution Drive
Taunton, MA 02780

Vendor#: 174496

TELEPHONE NO.: 800-289-2875

FAX NO.: 617-249-0239

Contact Person: Joseph Cote

Contact e-mail: joe.cote@burkeoil.com

CONTRACT PERIOD: DECEMBER 7, 2017 through NOVEMBER 30, 2019

EXTENSION: DECEMBER 1, 2019 through NOVEMBER 30, 2022

ORDERING: Agencies shall place orders directly with contractor.

DELIVERY: Not to exceed 48 hours after receipt of order; deliveries to be coordinated between agency and the contractor.

PRICING (PER GAL.):

<u>COUNTY</u>	<u>FIXED GASOLINE (AS OF 6/8/20)</u>	<u>FIXED DIESEL (AS OF 7/31/20)</u>
COOS COUNTY	\$1.799	\$1.999
GRAFTON COUNTY	\$1.799	\$1.999
CARROLL COUNTY	\$1.799	\$1.999
BELKNAP COUNTY	\$1.799	\$1.999
SULLIVAN COUNTY	\$1.799	\$1.999
CHESHIRE COUNTY	\$1.799	\$1.999
MERRIMACK COUNTY	\$1.799	\$1.999
HILLSBOROUGH COUNTY	\$1.799	\$1.999
STRAFFORD COUNTY	\$1.799	\$1.999
ROCKINGHAM COUNTY	\$1.799	\$1.999

<u>COUNTY</u>	<u>FIXED GASOLINE (AS OF 5/13/19)</u>	<u>FIXED DIESEL (AS OF 8/8/19)</u>
COOS COUNTY	\$1.9582	\$2.0942
GRAFTON COUNTY	\$1.9582	\$2.0942
CARROLL COUNTY	\$1.9582	\$2.0942
BELKNAP COUNTY	\$1.9582	\$2.0942
SULLIVAN COUNTY	\$1.9582	\$2.0942
CHESHIRE COUNTY	\$1.9582	\$2.0942
MERRIMACK COUNTY	\$1.9582	\$2.0942
HILLSBOROUGH COUNTY	\$1.9582	\$2.0942
STRAFFORD COUNTY	\$1.9582	\$2.0942
ROCKINGHAM COUNTY	\$1.9582	\$2.0942

PAYMENTS: Payments shall be made via ACH.

QUESTIONS: Ryan Aubert, Purchasing Agent
(E) Ryan.Aubert@das.das.NH.Gov
(P) 603-271-0580

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between the vendor and agency (example: monthly invoice). Invoices must be sent to the State department or agency to which the delivery is made. Vendor(s) may email invoices, however it is the vendor's responsibility to obtain the proper email address prior to submitting invoices via email. Invoicing for eligible participants shall be in accordance with their individual requirements.

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

Vendors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the contracted price shall be considered a discount.

Invoices shall indicate all data stated below:

1. The quantity delivered
2. Description of product delivered
3. Date of delivery
4. Dip stick reading before and after delivery
 - Dip stick readings shall be accurate within 1/8" inch per *State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03"* or the most recent revision
5. Tank I.D. number (if available)
6. Delivery location, agency and physical address
7. Contract price per gallon as stated in offer section
8. All included applicable environmental fees (see attached chart)

DELIVERY POLICY, PROCEDURES, REQUIREMENTS

DELIVERY:

State agencies shall contact the successful vendor(s) and coordinate deliveries. All deliveries shall be made in accordance with the following requirements:

1. Deliveries **shall be made within 48 hours after receipt** of order, regardless of method of delivery. Weekends and holidays are NOT exempt from the stated delivery schedule and it is understood that

contractor is a 365-day delivery operation. The use of a private carrier to make delivery does not relieve the successful contractor from the responsibility of meeting the delivery requirement. Requesting agency and contractor may pre-arrange deliveries beyond the 48 hour requirement to suit delivery needs, at the mutual agreement of contractor and requesting agency.

2. **DIPPING TANKS** - State agencies require all vendors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Department of Environmental Services Oil and Remediation Program Rule "Env-Or 406.03" or the most recent revision.
3. **DELIVERY SLIP / BOL** - All deliveries shall include a bill of lading and delivery slip. Delivery Slip and BOL Requirements are stated further within the delivery policy section. Failure to leave delivery documentation at each delivery site may result in delayed payment(s) for said deliveries.
4. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters. Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. Should a spill occur during delivery, or should vendor deliver the wrong product to tank(s), the vendor assumes all responsibility and liability for the spill, clean-up and/or cleaning of tank and the delivery driver shall report the incident to onsite agency personnel immediately.
5. **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 vendor to return to the site, pump out the overfill and clean out the manhole. All costs associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
6. The requesting agency 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 vendor has a contract at no additional cost to the State.
7. **EMERGENCIES** - Contractor further agrees to deliver in less time **in case of emergencies** to the best of its ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original vendor.
8. 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 fuel, as it may deem necessary, during the contract period.
9. The use of a private carrier to make deliveries **does not** relieve the successful vendor(s) from the responsibility of meeting the delivery requirements stated herein.
10. Contractor may utilize other distributors for supply and/or delivering Premium Ultra Low Sulfur Diesel or Gasoline, 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.
11. Contractor guarantees to be the base supplier if necessitated by imposition of the State of federal allocation plans.
12. Contractor is responsible for replacement of any State property that is damaged by their employees.

DELIVERY - TANK CONTAMINATION:

If a vendor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (IE diesel fuel and gasoline etc.), the vendor shall take the following steps to correct the situation:

1. The vendor that delivered the product to the wrong tank shall contact the agency owning the fuel tank to convey the situation as soon as the vendor becomes aware of the situation
2. The Vendor shall then pump out the total contents of the contaminated tank, both existing product and the newly delivered product
3. It shall be the vendors responsibility and cost to properly dispose of the contaminated fuel
4. The vendor shall clean the tank
5. The vendor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered

6. The vendor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product
7. The vendor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP.

DELIVERY - SAFETY REQUIREMENTS AND PROCEDURES:

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

1. Exercise caution when maneuvering to avoid damage to containment walls
2. Inspect tank, fittings and liquid level indicator prior to filling
3. Place drip pans under all hose fittings prior to loading or unloading
4. Block truck wheels before starting to load or unload
5. Remain with the vehicle while loading or unloading
6. Drain loading or unloading line to storage tank when loading or unloading is complete
7. Verify that all drain valves are closed before disconnecting loading or unloading lines
8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected & closed
9. Immediately report any leakage or spillage to the onsite personnel.
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 @ 603-271-6862 (24/7/365).
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers, etc.) while unloading product.
12. Delivery personnel shall clean the manhole of any product they may have spilled during delivery.

PRODUCT TYPES, SPECIFICATIONS AND COMPLIANCE

PRODUCT TESTING:

The State reserves the right to test any product delivered to any of the fuel locations stated within this bid, or any locations added to the resulting contract over its term, for compliance to the product ordered or the specifications and standards herein. If the results of any such test performed determine that the product sold, furnished and delivered to any State location, does not meet the specifications of the product ordered or the specifications and standards established by the State of New Hampshire and/or the Federal Government, the vendor responsible for the error will be reported to the NH Department of Environmental Services and held responsible for removing the incorrect product from the delivery location, cleaning of the tank if necessary, delivering the correct product and paying all charges associated with the error including the testing procedure. While the error conditions exist, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the original vendor. The vendor responsible for the error would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.

GASOLINE SPECIFICATIONS:

During the term of the contract, State agencies shall order **REFORMULATED UNLEADED REGULAR AND / OR CONVENTIONAL UNLEADED REGULAR GASOLINE.**

1. The minimum octane number of regular unleaded gasoline supplied under this contract shall be **87**.
2. Octane to be determined by the following method: $\frac{R + M}{2}$ R = RESEARCH
M = MOTOR METHOD
3. Supplied product(s) will meet specifications as written, or the most recent revised ASTM specification.

SPECIAL CONDITIONS

If at any time during this contract or any extension thereof, the State of New Hampshire is no longer required to purchase reformulated unleaded regular gasoline for the counties of **Merrimack, Strafford, Rockingham**

and Hillsborough, the tank locations within those counties may revert to the purchase of conventional unleaded regular gasoline and the existing specifications and pricing format for conventional unleaded regular gasoline shall apply. Reformulated (R) unleaded regular gasoline may be substituted for conventional unleaded regular gasoline for the locations requiring conventional (C) unleaded regular gasoline.

ULTRA LOW SULFUR DIESEL – PREMIUM ON-ROAD SPECIFICATIONS:

During the term of the contract, State agencies shall order **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL**. Contractor shall be required to utilize both specifications to produce the required product they are offering.

SPECIFICATION - ULTRA LOW SULFUR DIESEL

The Premium Ultra Low Sulfur #2 blend stock, i.e. premium ultra-low sulfur diesel fuel supplied shall meet ASTM D975-17, grade No. 2-D S15 specifications, or the most recent revised specification.

SPECIFICATION - PREMIUM (ADDITIVE) ON ROAD FUEL REQUIREMENTS

In addition to the ultra-low sulfur diesel specifications stated within, this bid shall also require the following “premium” characteristics. These characteristics shall be adopted and included in the ultra-low sulfur component of the premium ultra-low diesel delivered.

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:

1. **Cetane Number** - A minimum cetane number of 45.0 or as determined by the most recent ASTM Standard Test Method D613.
2. **Low Temperature Operability** - A cold flow performance measurement which meets the most recent ASTM D 975-17 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 through March 31 of each year.
3. **Thermal Stability** - A minimum reflectance measurement of 80% or as determined by the most recent ASTM Standard Test Method D6468 (180 min, 150 °C).
4. **Lubricity** - A maximum wear scar diameter of 520 microns or as determined by the most recent ASTM D6079.

ULTRA LOW SULFUR DIESEL PREMIUM ON ROAD FUEL PROGRAM – TEMPURATURE PROTECTION (ALL DOT FUEL DISTRIBUTION LOCATIONS):

The following cloud points will apply for all awarded locations as specified. These guidelines are the minimum protection cloud points required. All winter premium fuel deliveries shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order.

- October 1st to December 14th – **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL** winter diesel with temperature protection characteristics that meet or exceed +8° F cloud points.
- December 15th to March 31st – **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL** winter diesel with temperature protection characteristics that meet or exceed -5° F cloud points

CONTRACT CONSUMPTION – TRACKING / REPORTING:

The successful contractor(s) shall submit consumption reports 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 reports 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:

- County
- Delivery Agency
- Physical location with Tank ID (if available)
- Date of delivery

- Gallons delivered
- Product type
- Total gallons delivered to date by product, delivery type (TT/PT) per county

Reports shall be emailed to: Brian Pike - Fuel Distribution Manager
 DOT – Bureau of Fuel Distribution
 Email: Brian.Pike@dot.nh.gov

AND: Ryan Aubert, Purchasing Agent
 (E) Ryan.Aubert@NH.Gov
 (P) 603-271-0580

FIXED PRICE CONTRACT CONDITIONS:

GUARANTEED USAGE

The quantities indicated in are the State of New Hampshire’s estimated annual requirements. The State of New Hampshire will guarantee a maximum of 85% of the quantities indicated in the total volumes by county, as stated in the offer section of this solicitation.

1. The State reserves the right to use future volume at the same fixed price.
2. If at any time the fixed price usage volume has been depleted the State, at its discretion, may purchase fuel from the “rack” plus a negotiated markup and transportation price, **or** negotiate a new fixed price for a volume of gasoline and/or diesel.

LOCATION ADDITIONS / DELETIONS DURING CONTRACT TERM

1. In the case of a location deletion during the term of the contract and any extension, the locations guaranteed volume would be consumed under the contract.
2. In the case of a location addition during the term of the contract and any extension, the guaranteed volume established before the added location would be honored and the added location may be added at the fixed price applicable to the product and county.

FIXED PRICE & DEFAULT PRICING ONCE GUARANTEED “LOCK” GALLONS ARE DEPLETED – STATES OPTION

1. In order to effectively utilize all the guaranteed gallons contracted for, the state reserves the right to transfer any quantity of guaranteed gallons from one county to another as long as the 2 counties affected are under the same contract.
2. If there is a price per gallon difference between the 2 counties. The State shall pay the higher of the 2 contract prices for the guaranteed gallons transferred.
3. Contractor is required to guarantee up to 30% “carry forward” on the guaranteed volumes.
4. The State of New Hampshire will grant a contract extension for the period required to utilize any “carry forward” quantities at the end of the initial contract period.
5. In the event contractor delivers a load of fuel at the end of the contract via automatic delivery or as requested by the agency, and the delivered gallons exceed the balance of the guaranteed gallons for that county, the State will pay the contracted price for the load.
6. Any deliveries made following the exhaustion of the guaranteed gallons for a county (unless #1 above applies) shall be priced and paid as described in Default Pricing below.

DEFAULT PRICING ONCE GUARANTEED GALLONS ARE DEPLETED (STATE OPTION):

1. The state shall use the Index Based Format as referenced below.
2. The mark-up shall be, at a maximum, the mark-up prices offered in response to the RFB by the contractor for the county and product.

INDEX BASED FORMAT - consists of 2 components:

1. **Index:** Price of the product, on the date of delivery, as provided by the OPIS “Oil Price Daily” posting.

See "Index Pricing Reference" Section below for Oil Price Daily posting per product.

2. **Mark-up:** Cost added to index to cover vendor's costs and profit. Mark-up shall be based per gallon and is not to exceed 4 places to the right of decimal (example \$0.0125).
3. Fuel price postings may increase or decrease during the term of the contract in accordance with the "Oil Price Daily" postings. Mark-up prices shall be added to the index price posted for the date of delivery to achieve the total price per gallon for the product delivered.

INDEX PRICING REFERENCE

Fuel pricing shall be based upon the Oil Price Daily price in effect on the Date of Delivery, for the product being delivered:

A. REFORMULATED GASOLINE:

UNBRANDED price as posted in the Unleaded Regular 87 Octane, **Boston, MA LOW** column of the Gasoline Prices section.

B. CONVENTIONAL GASOLINE:

UNBRANDED price as posted in the Unleaded Regular 87 Octane **Portland, ME LOW** column of the Gasoline Prices section.

C. ADDITIVE PREMIUM ULTRA LOW SULFUR DIESEL (ON-ROAD):

Portsmouth, NH ULS DIESEL LOW price as posted in the Daily Petroleum Prices section.