

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

October 7, 2019

**NOTICE OF CONTRACT**  
 (Revision)

**COMMODITY:** Fuel, Biodiesel, B-20 with option for B-5

**CONTRACT NO:** 8002481 **NIGP:** 405-0200

**VENDOR:** Dennis K. Burke Inc. **VENDOR #:** 174496  
 284 Eastern Ave  
 Chelsea, MA 02150

**CONTACT PERSON:** Joseph Cote  
**Tel. No.:** 800-289-2875 or 617-884-7800  
**Fax No.:** 617-889-6422  
**E-Mail:** joe.cote@burkeoil.com

**EFFECTIVE FROM:** MAY 1, 2019 THROUGH APRIL 30, 2021

**PRODUCTS & PRICING:** Fixed Price of \$2.495/gallon

**DELIVERY TIME:** Not to exceed 48 hours after receipt of order.

**ORDERING:** Orders and deliveries are to be coordinated directly with contractor.

**DELIVERY LOCATION:** The following is the current State of New Hampshire agency/institution locations requiring delivery of biodiesel. 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	TANK ID	DELIVERY TYPE	TANK SIZE	FUEL TYPE	PHYSICAL ADDRESS	REMIT TO ADDRESS
6	NHDOT- FUEL DISTRIBUTION	13U	T-T*	1/12,000	B-20 BIODIESEL	UNH CAMPUS 213 MAIN STREET DURHAM NH 03824	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483
6	NHDOT- FUEL DISTRIBUTION	13U	T-T*	1/12,000	B-5 BIODIESEL	UNH CAMPUS 213 MAIN STREET DURHAM NH 03824	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483

**INVOICING:**

It is the responsibility of the Contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract. Inaccurate or incomplete invoices will be returned to the Contractor with a request for a new accurate and complete invoice. 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.

Invoicing shall be per the agencies request; either on the basis of each delivery per location, bi-weekly or monthly. Contractor shall render separate invoices for each delivery or arranged invoicing schedule to the State department or agency to which delivery is made. **Contractor may email invoices** to the remit address but it will be the contractors' responsibility to obtain the proper email address from the remit address prior to electronic delivery. Invoices shall indicate all data stated below. **Item 9 may be itemized by line or shown in total titled "Environmental Fees" and shown on each invoice.**

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. Contract price per gallon as stated in offer section (fixed price)
8. Contractor may offer a cash discount for earlier payment on invoices
9. **All applicable environmental fees**

**INVOICES FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:**

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 / OPIS price on the **previous** Friday. If deliveries occur on a holiday that falls in the middle of the week (EX: Thanksgiving is observed on a Thursday), invoices for those delivery dates will be calculated against the posted price on the previous business day. State observed holidays are as follows:

NEW YEARS DAY	MARTIN LUTHER KING DAY	PRESIDENTS DAY	CHRISTMAS DAY
MEMORIAL DAY	INDEPENDENCE DAY	LABOR DAY	
VETERAN'S DAY	THANKSGIVING DAY	DAY AFTER THANKSGIVING	

**DELIVERY POLICY, PROCEDURES, REQUIREMENTS**

1. **All Deliveries will be made within forty-eight (48) hours after receipt of order. Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that contractors are a 365-day per year delivery operation.** The use of a private carrier to make delivery does not relieve the contractor from the responsibility of meeting the delivery requirement.
2. The NHDOT and contractor may prearrange deliveries beyond the forty-eight (48) hour requirement to suit delivery needs by the mutual agreement of contractor and the NHDOT.
3. **DIPPING TANKS** - State agencies require all contractors to have their delivery personnel dip tanks before and after deliveries using water finding paste, and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Code Of Administrative Rules, Chapter Env-Or 400 Underground Storage Facilities regulations, as revised or renumbered. If the dipping indicates more than 1/2" of water the contractor shall not deliver the fuel and shall contact the agency contact and advise them of the situation.
4. **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.
5. **TANK DELIVERY - CONTAMINATION:**  
 If a contractor delivers a fuel product to the wrong fuel tank, and that delivery causes contamination between 2 different products (i.e. diesel fuel and gasoline, etc.), the contractor shall take the following steps to correct the situation:
  - The contractor that delivered the product to the wrong tank shall contact the agency owning the fuel tank to convey the situation as soon as the contractor becomes aware of the situation.
  - The contractor shall then pump out the total contents of the contaminated tank, both existing product and newly delivered product
  - It shall be the contractor's responsibility and cost to properly dispose of the contaminated product
  - The contractor shall clean the tank.
  - The contractor shall replace the total volume of product pumped out charging the state for only the original volume requested to be delivered.
  - The contractor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product.
  - The contractor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP by the state agency.

6. **TANK DELIVERY - SPILLS / OVERFILLS** - Most underground tanks (all NHDOT) are equipped with 4" tight fill adapters. Delivery trucks shall be equipped with appropriate hardware to seal delivery lines to prevent overfills and/or spills. **If a spill should occur during delivery, the contractor assumes all responsibility and liability for spill, clean-up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately. This requirement also includes cleaning up of any fuel spilled from the spill bucket.**
7. **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 / spill bucket. All cost associated with correcting the overfill will be the contractors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
8. The User is responsible to ensure that tanks are properly cleaned and maintained when changing from one fuel mixture to another.
9. **EMERGENCIES** - Contractor further agrees to deliver in less time in case of emergencies to the best of his ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original contractor.

#### **DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:**

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

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 and vent valves are 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.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers, etc.) while loading or unloading product.
12. Delivery personnel shall clean the manhole / spill bucket of any product they may have spilled during delivery.

### **PRODUCT SPECIFICATIONS, OPTIONS AND COMPLIANCE**

#### **B20 BIODIESEL BLEND STOCK REQUIREMENTS:**

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.

#### **B5 BIODIESEL BLEND STOCK REQUIREMENTS:**

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.

#### **ADDITIONAL REQUIREMENTS:**

1. Biodiesel (B100) and the petroleum diesel blend stock **must** meet their respective ASTM specifications **before** blending.
2. Contractor shall meet all specified ASTM specifications listed within this contract, or the most recent revised specification available.
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.
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.
5. Contractor is responsible for replacement of any State property that is damaged by the contractor's employees.
6. T-T is tractor trailer delivery
7. **Documentation must be provided for B5 blends that the biodiesel portion of that blend meets the most current version of ASTM D6751**

#### **SEASONAL CLOUD POINT REQUIREMENTS:**

- *October 1<sup>st</sup> to December 14<sup>th</sup> - "B20 fuel delivered" with a required cloud point that meets or exceeds + 8° F cloud point.*
- *December 15<sup>th</sup> to March 31<sup>st</sup> - "B20 fuel delivered" with a required cloud point that meets or exceeds - 5° F cloud point.*
- *April 1<sup>st</sup> to September 30<sup>th</sup> - "B20 fuel delivered" with a required cloud point that meets or exceed +20° F cloud point.*

It shall be the contractors' responsibility to manage and deliver a B20 or B5 Biodiesel fuel product that meets the cloud point protection as stated in "**SEASONAL CLOUD POINT REQUIREMENTS**" throughout the contract period.

#### **BIODIESEL PRODUCT SPECIFICATIONS:**

1. The B100 Biodiesel product supplied shall meet D6751-15a 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](http://www.afdc.energy.gov/fuels/biodiesel_specifications.html))
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](http://www.afdc.energy.gov/fuels/biodiesel_specifications.html))
  - a. Cetane Number - A minimum cetane number of 47.0 or as determined by the most recent ASTM Standard Test Method D613.
  - b. 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.
3. The B5 Biodiesel product supplied shall meet ASTM D975-16a specification, or most recent revised specification.

#### **PREMIUM ULTRA LOW SULFUR BLEND STOCK SPECIFICATIONS:**

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.

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.

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 47.0 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 975-12a 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.
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.

**PRODUCT COMPLIANCE:**

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 contractor 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.

**PRODUCT TESTING:**

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.

**QUESTIONS:**

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