

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

Date: February 25, 2020

NOTICE OF CONTRACT

COMMODITY: FUEL, GASOLINE (PEDAL TRUCK)

CONTRACT NO.: 8002588 NIGP: 405-1500

VENDOR: Dennis K. Burke, Inc. VENDOR #: 174496
555 Constitution Drive
Taunton, MA 02780

CONTACT PERSON(S): Contact: Joe Cote
Tel. No.: 617-884-7800
Fax No.: # 617-249-0239
E-Mail: Joe.Cote@burkeoil.com

EFFECTIVE FROM: March 1, 2020 through February 28, 2022

PRODUCTS & PRICING: **Index + markup:**
Gasoline pricing shall be based upon the "Unbranded Low Price" as posted in the **Unleaded Regular 87 Octane** column of the Gasoline Prices Section of the Oil Price Daily, on the *Date of Delivery*.

INDEX REFERENCE:

<u>CONVENTIONAL GASOLINE:</u>	UNBRANDED Portland, ME LOW
<u>REFORMULATED GASOLINE:</u>	UNBRANDED Boston, MA LOW

MARK-UP:

CONVENTIONAL GASOLINE:	\$0.7372/gallon
REFORMULATED GASOLINE:	\$0.8692/gallon

PAYMENT & TERMS: Payments shall be made via or ACH.

ORDERING: State agencies will place their orders direct to vendor by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@das.nh.gov

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

It will be the responsibility of the successful Vendor to see that all invoices are complete and priced accurately per the terms, conditions and format of this bid and any resulting contract. 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

INVOICING 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 price on the **previous** Friday. If deliveries occur on a holiday that falls in the middle of the week **(EXAMPLE: THANKSGIVING IS ON A THURSDAY)**, invoices for those delivery dates will be calculated against the posted price on the **previous** business day.

RETURNED PRODUCT/INCORRECT INVOICES OR DELIVERIES:

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Product returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price.

Unauthorized substitutions for any products are not allowed.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS

DELIVERY:

1. State agencies shall contact the successful vendor and coordinate deliveries. All deliveries shall be made in accordance with the following requirements:
2. 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 bidders are a 365-day delivery operation. The use of a private carrier to make delivery does not relieve the successful bidder 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.
3. **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.
4. **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 of this solicitation. Failure to leave delivery documentation at each delivery site may result in delayed payment(s) for said deliveries.

5. **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.
6. **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.
7. 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.
8. **EMERGENCIES** - Bidder 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.
9. 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.
10. The use of a private carrier to make deliveries **does not** relieve the successful vendor from the responsibility of meeting the delivery requirements stated herein.
11. Successful vendor may utilize other distributors for supply and/or delivery of 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.
12. Successful vendor guarantees to be the base supplier if necessitated by imposition of the State of federal allocation plans.
13. Successful vendor is responsible for replacement of any State property that is damaged by their employees.

DELIVERY SLIPS:

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

1. The quantity of product delivered
2. Description of product delivered
3. Date of delivery
4. Tank I.D. number (if available)
5. Delivery location, agency and physical address
6. Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip **to include date and time**
7. Dip reading both before and after delivery, measured in inches
8. Inches of water in tank before after delivery
9. Drivers signature
10. Truck Number
11. Bill of lading #
12. Consignee name and address

BILL OF LADING:

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

1. The quantity of product delivered in gallons, (GROSS & NET)
2. Driver Name
3. Bill of Lading Number
4. Description of product lifted
5. Product temperature
6. Product gravity

7. If drop is a split load, hand written information indicating where the remaining fuel went
8. Product code equating to the description of the product lifted.
9. Date of product lifted
10. Terminal name, address and telephone
11. Carrier name lifting product from terminal
12. Consignee name and address

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.

SPECIFICATIONS

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Successful bidder at their sole expense shall furnish, upon request by a using agency, an analysis from an approved laboratory of the fuel delivered to any State location.

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:

<u>R & M</u>	R = RESEARCH
2	M = MOTOR METHOD
3. Specifications for reformulated or conventional gasoline are attached hereto. Supplied product will meet specifications as written, or the most recent revised ASTM specification.
4. **Reformulated unleaded regular gasoline** SHALL meet the attached specifications for reformulated unleaded regular fuel, Grades F2, 2F.
5. **Conventional unleaded regular gasoline** SHALL meet the attached specifications for conventional unleaded regular fuel, Grades A1, 1A.

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 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.

USAGE REPORTING:

The successful vendor shall submit consumption reports on a monthly basis to the Purchasing Agent. 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:

- Delivery Agency
- Physical location with Tank ID (if available)
- Date of delivery
- Gallons delivered
- Product type
- Total gallons delivered to date by location (with Tank ID), and product type