

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

REQUEST FOR CONTRACT EXTENSION

DATE: 03/02/2015

CONTRACT: DIESEL FUEL, ULTRA LOW SULFUR ON ROAD, D1-D6

CONTRACT NO.: 8001263

VENDOR: DENNIS K. BURKE INC VENDOR#174496
Attn: Joe Cote
284 Eastern Ave.
Chelsea, MA 02150

CONTRACT PERIOD: October 18, 2012 to November 1, 2015
EXTENSION – November 2, 2015 to October 31, 2016

Questions: Danielle Ruest, Purchasing Agent
Phone: 603-271-2201 x227
Fax: 603-271-7564
E-Mail: danielle.ruest@nh.gov

EXPLANATION

This request to extend the contract period on the above-referenced contract for Supply and Delivery of Ultra Low Sulfur Diesel – Premium On Road Fuel for twelve months as allowed under the Terms and Conditions. The fixed price for 2 million gallons for 1 year is \$2.44 per gallon. This price will take effect once the existing guaranteed gallons (approx. 800,000), which is anticipated to be utilized by July 2015.

The vendor has agreed to the extension at existing terms, conditions and new pricing. I have surveyed the vendor's performance with the utilizing agencies and they are satisfied with the performance of the vendor. Deputy Commissioner McKenna and Director Janelle from DOT have agreed with this extension.

SUBMITTED BY: *Danielle Ruest*
DANIELLE RUEST, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE: 3/2/15

RECOMMENDED BY: *Robert D. Stowell*
ROBERT D. STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE: 3/2/15

ENDORSED BY: *Lisa M. Pollard*
LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE: 3-2-15

APPROVED BY: *Linda M. Hodgdon*
LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 3/2/15

Ruest, Danielle

From: Joe Cote <joe.cote@burkeoil.com>
Sent: Monday, March 02, 2015 3:23 PM
To: Ruest, Danielle
Subject: dkb

Dennis k burke inc offers 2.44 per gallon for 2,000,000 gallons of diesel fuel

This would start once existing gallons are used up

Subject to change until you lock in

Any questions please let me know

Joe cote

PRODUCT – On Road Diesel
CONTRACT # TBD
VENDOR – Dennis K Burke VDR 174496
TERM: Upon Award THROUGH 10/31/13
Per BID 1466-13

FIXED PRICE PURCHASING FORMAT

SUBMITTED FOR ACCEPTANCE BY:
MELANIE CARRAHER, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE: _____

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT D. STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE & PROPERTY

DATE: _____

ENDORSED FOR ACCEPTANCE BY:

MICHAEL P. CONNOR, DIRECTOR
PLANT & PROPERTY MGMT.

DATE: _____

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES,
ANNOTATED 21-I:14, XII.

LINDA M. HODGDON, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

DATE: _____

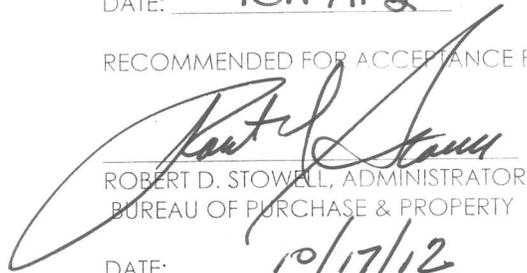
INDEX BASED PURCHASING FORMAT WITH TRIGGER
OPTION

SUBMITTED FOR ACCEPTANCE BY:
MELANIE CARRAHER, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY



DATE: 10/17/12

RECOMMENDED FOR ACCEPTANCE BY:



ROBERT D. STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE & PROPERTY

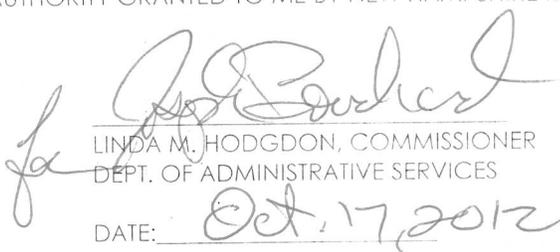
DATE: 10/17/12

ENDORSED FOR ACCEPTANCE BY:



MICHAEL P. CONNOR, DIRECTOR
PLANT & PROPERTY MGMT.

DATE: 10/17/12



LINDA M. HODGDON, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

DATE: Oct. 17, 2012

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

Date: 10-9-2012

Bid No.: 1466-13

Date of Bid Opening: 10/17/12

Time of Bid Opening: 11:30 AM (EST)

YOU MAY EMAIL YOUR BID TO MICHAEL WALSH AT: EMAIL PRCHWEB@NH.GOV
Or if needed, FAX No. 603/ 271-7564

BID INVITATION FOR CONTRACT:

ULTRA LOW SULFUR DIESEL- PREMIUM ON ROAD FUEL, SUPPLY & DELIVER

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property. Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Bids. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name: DENNIS K. BURKE, INC.

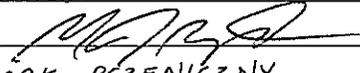
Address: 284 EASTERN AVE

CHELSEA, MA 02150

Tel.#:(local)617-461-0103 (Toll free) 800-289-2875

Fax#:617-830-8828 Email Address: MARK.PSZENICZNY@BURKEOIL.COM

Website Address: WWW.BURKEOIL.COM

Authorized Signature: 

MARK PSZENICZNY

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegatee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR CONTRACT FOR:

ULTRA LOW SULFUR DIESEL- PREMIUM ON ROAD FUEL - SUPPLY & DELIVER

INSTRUCTIONS TO BIDDER:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Bidder Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by email to PRCHWEB@NH.GOV or if needed, may fax to (603) 271-7564. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties faxing, please call (603) 271-2201 and ask for an alternate fax number.

IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions. A signed response further signifies that any terms and/or conditions that may be or have been submitted by the bidder are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE:

Any information contained in the bid that a vendor considers confidential must be clearly designated. Marking of the entire bid or entire sections of the bid (e.g. pricing) as confidential will neither be accepted nor honored.

Notwithstanding any provision of this bid to the contrary, vendor pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders.

Generally, each bid shall become public information upon the effective date of all resulting contracts or purchase orders; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (Right to Know Law), the State shall endeavor to maintain the confidentiality of portions of the bid that is clearly and properly marked confidential. If a request is made to the State to view portions of a bid that vendor has properly and clearly marked confidential, the State will notify vendor of the request and of the date that the State plans to release the records. By submitting a bid, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the vendors.

SCHEDULE OF EVENTS:

10/9/2012 – Distribute Bid Solicitation+/-

10/17/2012 – 11:30 AM Bid Opening

10/17/2012 – Not to exceed 4:00 PM (EST) Notification to Award to the apparent low bidder(s)

10/19/2012 – Deadline for Support Documentation i.e. Certificate of Insurance, Performance Bond ETC...

10/25/2012 +/- – Commencement of Contract

PURPOSE:

The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

CONTRACT TERM:

The term of the contract shall be from the date of award through 10/31/2013, a period of approximately 12 months. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful bidder and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to **participate in the purchasing format (index based only)** under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the index based pricing structure established under the contract. However, they are solely responsible for their association with the successful bidder. The State of New Hampshire assumes no liability of any kind and must be held blameless for any association between the successful bidder and any of these entities.

VENDOR CERTIFICATIONS:

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, bidders must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): admin.state.nh.us/purchasing/vendor.asp
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a purchase order or contract, will **only** be awarded to a vendor who is currently registered to do business with the State of New Hampshire and in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: www.sos.nh.gov/corporate
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

BID INQUIRIES:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any requested changes to this bid invitation by the bidder must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5th) fifth business day **prior** to the date of the bid opening. Questions must be submitted by E-mail to Michael Walsh at the following address: michael.walsh@nh.gov

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

CERTIFICATE OF INSURANCE:

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per occurrence or \$1,000,000.00 per occurrence with \$1,000,000.00 umbrella.
- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation.

SITE VISITATION:

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call the contact person at the delivery location you wish to visit, **(see location sheet for contact and telephone number)** to make an appointment to view the site of the intended delivery. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete delivery. The act of submitting a bid is to be considered in full acknowledgment that the bidder is familiar with the conditions and requirements of these specifications and the locations delivery requirements.

ORDERING PROCEDURE:

State agencies will place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures. **Sample order form Referencing DOT Fuel distribution locations attached.**

ABILITY TO PROVIDE:

Successful vendor must be capable of providing each State of New Hampshire agency and participating eligible participants with their entire requirements of **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL** without any delay or substitution. It is required that all Vendors be capable and willing to purchase the requested fuel from several terminals. Should the vendors' primary source be unable to provide the requested fuel product for **ANY** reason, the vendor **MUST** obtain the requested product in the requested quantity from another source without delivery delay or additional cost to the state. The vendor will be held responsible for securing and maintaining product availability capable to support each State of New Hampshire agency fuel location awarded through this bid and eligible participants upon request.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful bidder agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

ESTIMATED USAGE:

The quantities of diesel fuel indicated in the offer section of this bid invitation are estimates only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities.

ESTIMATED CONTRACT VALUE:

The term value of the contract is estimated to be \$3,266,000.00. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

AUDITS AND ACCOUNTING – CONTRACT MANAGEMENT:

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

CONTRACT CONSUMPTION – AUDITS / REPORTING – DOT FUEL DISTRIBUTION

The successful **bidder shall submit consumption reports on a monthly basis to DOT – fuel distribution**. The consumption report shall include transaction history for the previous month and in total to from contract inception to contract date. The reports shall be received by the 10th day of the month for the previous month's activity. The report shall include the following data at a minimum:

- 1) District number
- 2) Delivery Agency
- 3) Physical location with tank id if available
- 4) Date of delivery
- 5) Gallons delivered
- 6) Product type (PREMIUM ULSD)
- 7) Total gallons delivered to date by delivery type (TT) per district

Reports shall be emailed to: Brian Pike - Fuel Distribution Manager

DOT – Fuel Distribution
Tel: 603-271-8931
Email: bpik@dot.state.nh.us

LOCATION ADDITIONS / DELETIONS DURING CONTRACT TERM:

In the case of a location deletion during the term of the contract and any extension, the locations guaranteed volume would be consumed by another site the bidder owns. In the case of a location addition during the term of the contract and any extension, the bidders guaranteed volume established before the added location would be honored and the added location may be added at a fixed price agreeable by the state and the bidder.

STANDARD BUSINESS HOURS & STATE OBSERVED HOLIDAYS

The established basis of Business hours shall be from 8:00 AM EST to 4:00 PM EST Monday through Friday, non state

holidays, (see below for State observed holidays). Contractor will observe official State holidays.

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

PRODUCT SPECIFICATIONS & COMPLIANCE

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

1. SPECIFICATION - ULTRA LOW SULFUR DIESEL

Ultra-low sulfur fuel must meet the most current ASTM D97511b, Grade No. 2-D S15 specification.

2. 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 product 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 shall conform to the following requirements:
- **Cetane Number.** - A minimum cetane number of **47.0** as determined by ASTM Standard Method D 613.
- **Low Temperature Operability.** - A cold flow performance measurement which meets the ASTM D 975 tenth percentile minimum ambient air temperature charts and maps by either ASTM Standard Test Method D 2500 (Cloud Point) or ASTM Standard Test Method D 4539 (Low Temperature Flow Test, LTFT). Low temperature operability is only applicable to ultra low sulfur diesel - premium (additive) on road fuel from October 1 through March 31 of each year.
- **Thermal Stability.** - A minimum reflectance measurement of 80 % as determined by ASTM Standard Test Method D 6468 (180 min, 150 °C).
- **Lubricity.** - A maximum wear scar diameter of 520 microns as determined by ASTM D 6079. If an enforcement jurisdiction's single test of more than 560 microns is determined, a second test shall be conducted. If the average of the two tests is more than 560 microns, the sample does not conform to the requirements of this part.
- Successful bidder(s) may utilize multiple distributors for supply and/or delivering **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL**. Utilization of more than 1 distributor shall not warrant any increase in the State's purchasing price / mark up.
- Successful bidder(s) is responsible for replacement of any State property that is damaged by the bidder(s) employees, trucks or equipment.

PRODUCT COMPLIANCE:

It is mutually agreed that if the fuel sold, furnished and delivered by the successful bidder to the State of New Hampshire, does not conform to the standard specifications included in this bid, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said contract holder. The contract-holding vendor 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 COMPLIANCE DOCUMENTATION – SULFUR CONTENT

In compliance with State of New Hampshire Department of Environmental Services RSA #ENV-A-1607.01 or most recent revision, Awarded vendors shall be required to supply a statement of compliance with regard to the sulfur content of the diesel fuel products delivered to the State of New Hampshire. The Statement shall be on company letterhead and read: "**the sulfur content of the fuel as delivered does not exceed the state or federal standard for that fuel**" and signed by a duly authorized agent of that company. These documents shall be kept on file with the bid offers for the term of the contract. The state currently maintains a list of these documents on file and after the bid award process has been completed, the State will notify any awarded vendor to supply the required document if it is not previously on file.

NH DOT – ULTRA LOW SULFUR DIESEL PREMIUM ON ROAD FUEL PROGRAM – TEMPURATURE PROTECTION

The following cloud points will apply for all awarded locations in the district specified below. 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. Please see attached State of New Hampshire district Map for district designations.

ALL DOT FUEL DISTRIBUTION LOCATIONS:

- October 1 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.

ALL DOT FUEL DISTRIBUTION LOCATIONS:

- December 15th to March 14th - **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL** winter diesel with temperature protection characteristics that meet or exceed -5° F cloud points

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 locations, **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. Successful bidder(s), at their expense shall furnish, upon request from the state agency, fuel product analysis from an approved laboratory of the fuel delivered to any state location.

FEES AND TAXES:

Any and all relevant fees and taxes that are in place at the time of the bid offer **will be included** in the fixed price or the offered markup and transportation charge stated by the vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the vendor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire Department of Administrative services shall provide a Certificate of Exemption with respect to the States purchases to the awarded bidder in support of a claim for credit or payment under section 6427 of the Internal Revenue Code in the form attached hereto. The supplied exemption certificates shall not apply to those Political sub-divisions, school buses, qualified local buses or other qualified entities that choose to "participate" under the RSA 21-I provision.

DELIVERY SLIPS – APPLIES TO ALL PROCUREMENT FORMATS:

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

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 after delivery
9. Drivers signature
10. Truck Number
11. Bill of lading #
12. Consignee name and address

BILL OF LADING APPLIES TO ALL PROCUREMENT FORMATS

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 to include terminology that signifies the product lifted is "premium"
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

INVOICING – APPLIES TO ALL PROCUREMENT FORMATS:

It will be the responsibility of the bidder to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract bid. Inaccurate or incomplete invoices will be returned to the contract bidder 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 bid; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Invoicing shall be done on the basis of each delivery per location. Bidder shall render separate invoices for each delivery to the State department or agency to which delivery is made. **Vendors may email invoices** to the remit address but it will be the vendors' responsibility to obtain the proper email address from the remit address prior to electronic delivery

Invoices shall indicate all data stated below. **Combined Items 8 may be itemized by line or shown in total titled "Environmental Fees" and would be shown on each invoice.**

1. The quantity delivered
2. Description of product delivered
3. Date of delivery
4. Dip stick reading before and after delivery
- Dip stick readings will be accurate within 1/8" inch per State of New Hampshire "Water Supply Pollution Control Commission Regulation Envy-Wm 1401.11 Inventory Monitoring".
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. Bidder may offer a cash discount for earlier payment on invoices
9. **All applicable environmental fees see attached chart.**

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 journal price on the **previous** Friday. If deliveries occur on a holiday that falls in the middle of the week (EXAMPLE, THE FOURTH OF JULY WAS OBSERVED ON A WEDNESDAY IN 2012), invoices for those delivery dates will be calculated against the posted price on the **previous** business day.

Invoicing shall be done on the basis of each delivery per location. Bidder shall render separate invoices for each delivery to the State agency location. **Vendors may email invoices** to the remit address but it will be the vendors' Tank I.D. number if available

DELIVERY:

State agencies shall contact successful vendor(s) and coordinate deliveries;

1. Deliveries **shall be made within 48 hours after receipt** of order. Weekends and holidays are NOT exempt from the stated delivery schedule and it's 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.
2. Requesting agency and contractor may pre arrange deliveries beyond the 48 hour requirement to suite 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 "Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring".
1. **BOL - DELIVERY SLIP / BOL** - All tractor trailer deliveries shall include a bill of lading Requirements of BOL are stated elsewhere within this solicitation. Failure to leave delivery documentation at each delivery site may result in delayed payments 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. If a spill should occur during delivery or vendor should deliver the wrong product to tanks, the vendor 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.
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 cost 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 State of New Hampshire 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** - 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.
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 diesel fuel, as it may deem necessary, during the contract period.

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
11. Delivery personal will shut off all electrical devices (cellular phones, pagers etc) while unloading product.
12. Delivery personal shall clean the manhole of any product they may have spilled during delivery.

BID OFFER SECTION – FORMAT, PRICES AND DISTRICTS:

GENERAL

The offer section has been divided into 6 districts. Each district has 2 pricing categories for the specified product. This bid contains all the locations requiring service at the time the bid was assembled. See attached offer sheet for specifics

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the bidder's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built into your fixed bid price **OR** offered mark up at the time of the bid. Vendors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than "The Journal of Commerce" posting, plus mark-up and transportation shall be considered a discount.

BID OFFER FORMAT – DECIMAL PLACES:

Offers for the fixed price format or the indexed based format are to be PER GALLON. Offered price per gallon or markup offers will not exceed **4 places** to the right of the decimal (example .0001). Bidders shall round up to four places to accommodate the current state 5 digit OPC fee.

CONTRACT AWARD FORMATS:

Awards are made by category and district. Awards will be made to the vendor offering the lowest total mark-up per product category **or** fixed price per product category within a district (there are 6 districts and 2 pricing categories per district of the offer section).

BIDDER OPPORTUNITY:

Bidder may bid on the both or either category to be considered, categories shown on the bid offer sheets

STATE LOCATIONS

1. Locations are listed individually but grouped and awarded by district
2. District 1 through 6 districts as shown on the bid offer sheets and district map, (see attached).
3. There are 2 pricing formats, 1 - Fixed price for contract term & 2- Index based (JOC + mark up)
4. Bidders may bid in as many districts as they feel they can service effectively and either or both pricing formats and products

CONTRACT AWARD – DETERMINATION:

1. Contracts will be awarded to the Vendor/s with the lowest total delivered fixed price or index based price per district for either product as stated in the offer section of this solicitation.
2. The State reserves the right not to award locations with fixed prices or any product not deemed in the best interest of the State. The state shall be the sole determining factor in this decision process.

SOLICITATION PRICING FORMATS (THEIR ARE 2)

PRODUCT - ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL - Bidders shall offer mark ups for diesel fuel based on the "Journal of Commerce" (**Portsmouth, NH Low**) in effect on the date of delivery, from "Daily Petroleum Prices" section. See enclosed sample format dated 10/2/2012. \$3.3412 was the low post for ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL.

1. Bidder shall offer a markup per gallon for the district they are bidding on.
2. The price shall be based on the "ESTIMATED" volume stated for each of the product category being bid and price shall include all taxes, fees, delivery cost and all other charges.
3. Thereafter, bidders will base their pricing, during the term of the contract, on the "Journal of Commerce" (Portsmouth Low) price on day of delivery, plus mark-up and transportation.
4. Mark-up and transportation prices bid by the successful bidder shall remain firm for the product category for the term of the contract and any extension thereof and shall include delivery and all other charges unless the State exercises the lock price option.
5. Fuel price postings may increase or decrease during the term of the contract in accordance with the "Journal of Commerce" postings. Mark-up and transportation prices offered by the bidder will include all current taxes and fees to achieve the total mark-up and transportation cost per gallon offered by the bidder.
6. This value shall be added to the **low post** index price posted for the **date of delivery** to achieve the **total** price per gallon for the product delivered.

INDEXED BASED PRICING VERIFICATION

Agencies shall verify pricing from "The Journal of Commerce" through the Bureau of Purchase and Property. Please contact Michael Walsh @ 271-3235 or email at michael.walsh@nh.gov for assistance.

INDEX BASED CONTRACT TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful bidder a thirty (30) day written notice. **This condition applies to an index based award format only.**

STATE OPTION FOR CONTRACT CONVERSION FROM INDEX BASED FORMAT TO" LOCK" FIXED PRICE

At a point during the term of a contracts issued & in the States opinion, the market is in a favorable position, the State **may** choose to "lock a fixed price per gallon for a period of time. If the fixed price conversion is exercised to a "LOCKED" fixed price, a performance bond shall be required for 50% of the guaranteed volume of the contract awarded. The state shall notify the apparent low bidders of their awarded volumes. If this option is exercised by the state, the following parameters shall apply.

THE STATE SHALL, HAVE, BE OR PROVIDE

1. The State shall provide all awarded vendors with the same "lock" price or price range that the state would be interested in locking in to.
2. The state may change the "lock" price or range in accordance with budget limitations OR anticipated market direction at its discretion
3. Any change in the States "Lock" price range would be communicated via email on a "contract fixed price lock option document" (sample attached).
4. If the state should exercise the lock option, it would lock for a minimum period of one (1) year starting on the date of the lock.
5. The fixed price lock agreement, shall commence on deliveries effective the date both parties (state and vendor) sign the contract fixed price lock option document

6. GUARANTEED USAGE:

The quantities indicated in the offer section of this bid invitation are the State of New Hampshire's estimated annual requirements. The State of New Hampshire will guarantee a maximum of **85%** of the annual quantities indicated in the district as stated in the offer section of this solicitation.

THE VENDOR SHALL, HAVE, BE OR PROVIDE

1. Upon notification of the States chosen "Lock" price or range, the vendor shall follow market trends and direction and notify the State when or if the "Lock" price or range is available.
2. The vendor will incorporate all their cost including fuel purchase, delivery, taxes, all fees, margin and the 50% performance bond cost for the guaranteed gallons into the "Lock" price.

SPECIFICATION - PERFORMANCE BOND

3. If a fixed price award is made, a performance bond shall be required for 50% of the guaranteed volume (**Bond value shall be the total of all offered fixed price x guaranteed gallons**) of the contract awarded as stated by district and category in the location section stated within this solicitation. The state shall notify the apparent low bidders of their awarded volumes. The completed performance bond shall be received at the Bureau of purchase and property prior to the issuance of the contract. The cost of the performance bond shall be the bidder's sole responsibility.
4. In addition to the other required documents, Bidders shall supply a letter from their chosen bond company , insurance company or other bond source on the bond source letterhead that states the bond source will supply a bond in the value of the bidders awarded value in dollars should the States option for conversion to fixed price be exercised. This letter from the bond source shall be submitted with the bid offer even if the bidder supplies index pricing at time of bid opening as proof of availability at time of award

The bonding source shall utilize a value of \$4.00 US per gallon of Additive Premium Ultra Low Sulfur on road diesel fuel.

5. The value per gallon shall be multiplied by the "guaranteed subtotal quantity (85% of annual) per district for all districts awarded

BOND VALUE EXAMPLE: DISTRICTS AWARDED - 1 SECTION A – 303,200 "GALLONS
 3 SECTION A – 303,200 "
 5 SECTION A – 398,560 "
 TOTAL (1,004,960 X \$4.00 US) x 50% = \$2,009,920 US DOLLARS

6. The **bond letter** and this document (signed) shall be supplied as part of the bid offer and be included and submitted along with the **bid document signed**, the **offer section completed** of solicitation 1466-13.
7. If and when the market provides the "Lock" price, the vendor shall email the offer to the Michael P. Walsh II, Purchasing Agent at michael.walsh@nh.gov, or his designee
8. At this point, the State may chose to accept or reject the "Lock" price tendered. The State may also choose to change / lower the "Lock" price range if a downward price trend is anticipated in the market.
9. The time frame window provided for a State decision to "lock" or "Pass" is **4 business hours** starting from the time the email offer is tendered by the vendor via email. The clock in the computer receiving the email shall prevail as official time
10. Offers tendered by the vendor that are received after 12:00 noon EST shall have the 4-hour window extended to the next business day (excluding weekends) for the time difference to equal 4 hours total.
11. The vendor would be required to guarantee the fixed price agreed to for the 1-year term of the fixed price contract.

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 district to another as long as the 2 districts affected are managed by the same fuel vendor.
2. If there is a price per gallon difference between the 2 districts. The State shall pay the higher of the 2 contract prices for the guaranteed gallons transferred.
3. Bidder/s is required to guarantee up to 20% “carry forward” on the guaranteed volumes.
4. The State of New Hampshire will grant a contract extension to the contractor/s for the period required to utilize any “carry forward” quantities at the end of the initial contract period.
5. In the event that a contractor deliveries a load of fuel at the end of the contract via automatic delivery or requested by the agency and the delivered gallons exceed the balance of the guaranteed gallons for that district, the State will pay the difference in gallons under the following format

The state will use the Journal of Commerce_index Portsmouth NH low post for **ULTRA LOW SULFUR DIESEL - PREMIUM ON ROAD FUEL**, on the date of delivery plus the following mark ups totaled together to calculate the delivered price per gallon. Mark-up and transportation prices bid by the successful bidder shall remain firm for the term of the contract and any extension thereof and shall include delivery and all other charges.

ALL DISTRICTS SHALL UTILIZE THE FOLLOWING MARK UPS AT DEPLETION OF FIXED PRICE GALLONS

DISTRICT 1 - \$.0500	DISTRICT 2 - \$.0500
DISTRICT 3 - \$.0400	DISTRICT 4 - \$.0500
DISTRICT 5 - \$.0300	DISTRICT 6 - \$.0300

END OF “LOCKED” FIXED PRICE CONTRACT PROVISIONS

BIDDERS PLEASE COMPLETE:

BIDDER NAME & ADDRESS DENNIS K. BURKE, INC.
284 EASTERN AVE. CHELSEA, MA 02150

CONTACT PERSON (S) MARK PSZENICZNY / DIRECTOR OF FUEL SALES

TEL. # (800 & LOCAL) 800 - 289 - 2875

FAX. # 617 - 830 - 8828

E-MAIL ADDRESS FOR CONTACT PERSON (S) MARK.PSZENICZNY@BURKEOIL.COM

REMIT ADDRESS, IF DIFFERENT FROM ABOVE TO INCLUDE TEL # AND FAX. _____

BIDDER CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

<u>MARK PSZENICZNY</u> Contact Person	<u>617-461-6103</u> Local Telephone Number	<u>800-289-2875</u> Toll Free Telephone Number
<u>617-830-8828</u> Fax Number	<u>MARK.PSZENICZNY@BURKEOIL.COM</u> E-mail Address	<u>WWW.BURKEOIL.COM</u> Company Website

2012 - 2013 ON ROAD DIESEL FUEL RFB # 1465-13

BIDDER HEREBY OFFERS TO FURNISH: ADDITIVE PREMIUM ULTRA LOW SULFUR DIESEL TO THE STATE OF NEW HAMPSHIRE IN ACCORDANCE WITH ALL OF THE REQUIREMENTS OF THIS BID AT THE OFFERED INDEX MARK UPS FOR THE CONTRACT TERM

TT = TRACTOR TRAILER DELIVERY

DEPT.	LOCATION	CONTACT PERSON/TEL.#	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DISTRICT 1 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL OR B-5 PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	COLUMBIA FS-102	BRIAN PIKE 603-271-8931	T/T	8 GRANT ROAD COLUMBIA	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	30D	1/10,000	25,000
DOT/FUEL DISTRIBUTION	CRAWFORD	BRIAN PIKE 603-271-8931	T/T	3997 ROUTE #302 EAST CAROL	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	112D	1/3000	12,000
DOT/FUEL DISTRIBUTION	ERROL	BRIAN PIKE 603-271-8931	T/T	143 DAM ROAD ERROL	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	103D	1/3000	8,000
DOT/FUEL DISTRIBUTION	FRANCONIA	BRIAN PIKE 603-271-8931	T/T	327 BUTTER HILL ROAD FRANCONIA	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	124D	1/6000	35,000
DOT/FUEL DISTRIBUTION	GLEN	BRIAN PIKE 603-271-8931	T/T	US RT. 302 - 0.5 MILE WEST OF JCT NH RT.16, GLEN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	1131D	1/3000	8,000
DOT/FUEL DISTRIBUTION	GORHAM	BRIAN PIKE 603-271-8931	T/T	1 MORIN DRIVE GORHAM	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	28D	1/10,000	24,000
DOT/FUEL DISTRIBUTION	GROVETON	BRIAN PIKE 603-271-8931	T/T	BROWN RD, 0.6 MILES FROM US RT. 3, GROVETON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	104D	1/3000	20,000
DOT/FUEL DISTRIBUTION	JEFFERSON	BRIAN PIKE 603-271-8931	T/T	160 STAG HOLLOW RD JEFFERSON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	108D	1/3000	12,000
DOT/FUEL DISTRIBUTION	LANCASTER	BRIAN PIKE 603-271-8931	T/T	647B MAIN STREET LANCASTER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	29D	1/6000	37,000
DOT/FUEL DISTRIBUTION	LINCOLN	BRIAN PIKE 603-271-8931	T/T	65 OLD AIRPORT ROAD LINCOLN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	32D	1/6,000	35,000
DOT/FUEL DISTRIBUTION	LISBON	BRIAN PIKE 603-271-8931	T/T	233 SOUTH MAIN ST LISBON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	114D	1/3000	7,500
							CONTINUED	CONTINUED

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DISTRICT 1 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	LITTLETON	BRIAN PIKE 603-271-8931	T/T	201 DELLS ROAD LITTLETON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	26D	1/6000	75,000
DOT/FUEL DISTRIBUTION	MILAN	BRIAN PIKE 603-271-8931	T/T	32 STATE GARAGE RD MILAN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	106D	1/3000	12,000
DOT/FUEL DISTRIBUTION	PINKHAM NOTCH	BRIAN PIKE 603-271-8931	T/T	NH RT. 16 - 10 MILES SOUTH OF JACKSON VILL. NORTH OF AMC	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	113D	1/3000	8,000
DOT/FUEL DISTRIBUTION	PITTSBURG - LOWER	BRIAN PIKE 603-271-8931	T/T	2947 NORTH MAIN ST PITTSBURG	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	101D	1/3000	14,000
DOT/FUEL DISTRIBUTION	PITTSBURG - UPPER	BRIAN PIKE 603-271-8931	T/T	1055 SOUTH MAIN ST PITTSBURG	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	1011D	1/3000	6,500
DOT/FUEL DISTRIBUTION	TWIN MOUNTAIN	BRIAN PIKE 603-271-8931	T/T	500 RT. 302 WEST TWIN MOUNTAIN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	27D	1/10,000	34,000
DOT/FUEL DISTRIBUTION	WEST MILAN	BRIAN PIKE 603-271-8931	T/T	180 SPRUCE VILLE RD WEST MILAN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	105D	1/3000	8,000
DISTRICT - 1 SECTION A GUARANTEED GALLONS (85% OF ANNUAL)								
DISTRICT 2 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	ANDOVER	BRIAN PIKE 603-271-8931	T/T	17 SWITCH ROAD ANDOVER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	210D	1/3000	12,500
DOT/FUEL DISTRIBUTION	BRISTOL	BRIAN PIKE 603-271-8931	T/T	84 AYERS ISLAND RD BRISTOL	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	206D	1/3000	11,000
DOT/FUEL DISTRIBUTION	CANAAN	BRIAN PIKE 603-271-8931	T/T	490 NH ROUTE #118 CANAAN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	205D	1/3000	11,000
DOT/FUEL DISTRIBUTION	CORNISH	BRIAN PIKE 603-271-8931	T/T	220 STAGE & TOWN HOUSE CORNISH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	212D	1/3000	7,500
DOT/FUEL DISTRIBUTION	ENFIELD	BRIAN PIKE 603-271-8931	T/T	8 EASTMAN HILL RD ENFIELD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	17D	1/10,000	55,000
DOT/FUEL DISTRIBUTION	FRANKLIN	BRIAN PIKE 603-271-8931	T/T	38 SALISBURY ROAD FRANKLIN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	211D	1/3000	9,000
							CONTINUED	CONTINUED

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DISTRICT 2 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	LEMPSTER	BRIAN PIKE 603-271-8931	T/T	390 US ROUTE #10 LEMPSTER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	215D	1/3000	8,000
DOT/FUEL DISTRIBUTION	NORTH HAVERHILL	BRIAN PIKE 603-271-8931	T/T	3375 DARTMOUTH COLL. HWY NORTH HAVERHILL	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	25D	1/6000	25,000
DOT/FUEL DISTRIBUTION	ORFORD	BRIAN PIKE 603-271-8931	T/T	946 NH ROUTE #10 ORFORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	201D	1/3000	7,500
DOT/FUEL DISTRIBUTION	RUMNEY	BRIAN PIKE 603-271-8931	T/T	43 OLD N. GROTON RD RUMNEY	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	203D	1/3000	18,000
DOT/FUEL DISTRIBUTION	SUNAPEE	BRIAN PIKE 603-271-8931	T/T	85 POST OFFICE ROAD SUNAPEE	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	15D	1/6000	32,000
DOT/FUEL DISTRIBUTION	WENTWORTH	BRIAN PIKE 603-271-8931	T/T	465 EAST SIDE DRIVE WENTWORTH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	22D	1/6000	20,000
DISTRICT - 2 SECTION A GUARANTEED GALLONS (85 % OF ANNUAL)								
DISTRICT 3 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	ALTON	BRIAN PIKE 603-271-8931	T/T	DOT ROAD #3 ALTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	36	1/10,000	45,000
DOT/FUEL DISTRIBUTION	ASHLAND	BRIAN PIKE 603-271-8931	T/T	42 NORTH ASHLAND RD ASHLAND	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	304D	1/3000	7,000
DOT/FUEL DISTRIBUTION	CENTER OSS�PEE SATELLITE GARAGE	BRIAN PIKE 603-271-8931	T/T	15 HODGDON SHORE RD CENTER OSS�PEE	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	399D	1/3000	8,000
DOT/FUEL DISTRIBUTION	CONWAY	BRIAN PIKE 603-271-8931	T/T	608 EATON RD - NH RT 153 CONWAY, NH 03818	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	23D	1/10000	37,000
DOT/FUEL DISTRIBUTION	FREEDOM	BRIAN PIKE 603-271-8931	T/T	18 STATE GARAGE WAY FREEDOM	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	303D	1/3000	8,000
DOT/FUEL DISTRIBUTION	GILFORD	BRIAN PIKE 603-271-8931	T/T	1 LILY POND ROAD GILFORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	18D	1/4,000	52,000
							CONTINUED	CONTINUED

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON	
DISTRICT 3 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL									
DOT/FUEL DISTRIBUTION	MEREDITH	BRIAN PIKE 603-271-8931	T/T	142 PARADE ROAD MEREDITH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	309D	1/3000	6,000	
DOT/FUEL DISTRIBUTION	NEW HAMPTON	BRIAN PIKE 603-271-8931	T/T	42 DOT DRIVE Rt 104 NEW HAMPTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	1D	1/10,000	72,000	
DOT/FUEL DISTRIBUTION	TAMWORTH	BRIAN PIKE 603-271-8931	T/T	1864 WHITE MTN HWY TAMWORTH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	20D	1/10,000	20,000	
DOT/FUEL DISTRIBUTION	THORNTON	BRIAN PIKE 603-271-8931	T/T	RR#1 BOX 916H LAUNDROMAT ROAD, THORNTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	21D	1 / 10,000	46,000	
DOT/FUEL DISTRIBUTION	TILTON	BRIAN PIKE 603-271-8931	T/T	427 DEPOT STREET TILTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	313D	1/3,000	10,000	
DOT/FUEL DISTRIBUTION	TUFTONBORO	BRIAN PIKE 603-271-8931	T/T	328 MIDDLETON RD TUFTONBORO	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	311D	1/3000	8,000	
DOT/FUEL DISTRIBUTION	WAKEFIELD	BRIAN PIKE 603-271-8931	T/T	1540 WAKEFIELD RD WAKEFIELD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	312D	1/3000	50,000	
							DISTRICT - 3 SECTION A GUARANTEED GALLONS (85% OF ANNUAL)	313,650	369,000
DISTRICT 4 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL									
DOT/FUEL DISTRIBUTION	CHARLESTOWN	BRIAN PIKE 603-271-8931	T/T	187 CLAREMONT ROAD CHARLESTOWN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	14D	1 / 10,000	33,000	
DOT/FUEL DISTRIBUTION	GREENFIELD	BRIAN PIKE 603-271-8931	T/T	265 SAWMILL ROAD GREENFIELD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	409D	1/3000	6,000	
DOT/FUEL DISTRIBUTION	GREENVILLE	BRIAN PIKE 603-271-8931	T/T	565 FITCHBURG ROAD GREENVILLE	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	415D	1/3000	9,500	
DOT/FUEL DISTRIBUTION	HANCOCK	BRIAN PIKE 603-271-8931	T/T	83 BENNINGTON ROAD HANCOCK	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	408D	1/3000	5,000	
DOT/FUEL DISTRIBUTION	HILLSBORO	BRIAN PIKE 603-271-8931	T/T	679 WEST MAIN STREET HILLSBORO	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	11D	1 / 10,000	30,000	
DOT/FUEL DISTRIBUTION	HINSDALE	BRIAN PIKE 603-271-8931	T/T	470 ASHUELOT MAIN ST HINSDALE	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	410D	1/3000	6,500	
							CONTINUED	CONTINUED	

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DISTRICT 4 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	MARLBOROUGH	BRIAN PIKE 603-271-8931	T/T	607 DUBLIN ROAD MARLBOROUGH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	412D	1/3000	7,000
DOT/FUEL DISTRIBUTION	MARLOW	BRIAN PIKE 603-271-8931	T/T	RT. #10 - 1/2 MILE N. OF JCT. 10/123, MARLOW	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	403D	1/3000	14,000
DOT/FUEL DISTRIBUTION	RINDGE	BRIAN PIKE 603-271-8931	T/T	# 1000 ROUTE #119 RINDGE	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	10D	1/6000	26,000
DOT/FUEL DISTRIBUTION	SWANZEY	BRIAN PIKE 603-271-8931	T/T	19 BASE HILL ROAD, WEST SWANZEY	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	9D	1/10000	40,000
DOT/FUEL DISTRIBUTION	TROY	BRIAN PIKE 603-271-8931	T/T	280 NORTH MAIN ST TROY	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	411D	1/3000	5,000
DOT/FUEL DISTRIBUTION	WESTMORELAND	BRIAN PIKE 603-271-8931	T/T	RT.#12 - 1/2 MILE S. OF JCT.#63/12, WESTMORELAND	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	405D	1/3000	7,000
DISTRICT - 4 SECTION A GUARANTEED GALLONS (85% OF ANNUAL)							160,650	189,000
DISTRICT 5 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	ALLENSTOWN	BRIAN PIKE 603-271-8931	T/T	249 PINEWOOD ROAD ALLENSTOWN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	506D	1/3000	12,500
DOT/FUEL DISTRIBUTION	BEDFORD	BRIAN PIKE 603-271-8931	T/T	EAST POINT DRIVE BEDFORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	511D	1/3000	8,000
DOT/FUEL DISTRIBUTION	CANDIA	BRIAN PIKE 603-271-8931	T/T	376 OLD CANDIA RD CANDIA	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	509D	1/3000	10,000
DOT/FUEL DISTRIBUTION	CANTERBURY	BRIAN PIKE 603-271-8931	T/T	123 WEST ROAD CANTERBURY	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	525D	1/3000	10,000
DOT/FUEL DISTRIBUTION	CHICHESTER	BRIAN PIKE 603-271-8931	T/T	16 DEER MEADOW RD CHICHESTER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	503D	1/3000	5,000
DOT/FUEL DISTRIBUTION	CONCORD	BRIAN PIKE 603-271-8931	T/T	57 HAZEN DR CONCORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	55D	1/15,000	165,000
							CONTINUED	CONTINUED

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DISTRICT 5 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	DERRY	BRIAN PIKE 603-271-8931	T/T	59 KENDALL POND RD DERRY	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	4D	1/10,000	70,000
DOT/FUEL DISTRIBUTION	GOFFSTOWN	BRIAN PIKE 603-271-8931	T/T	93 CHURCH STREET GOFFSTOWN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	507D	1/3000	5,000
DOT/FUEL DISTRIBUTION	HENNIKER	BRIAN PIKE 603-271-8931	T/T	60 MAIN STREET HENNIKER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	504D	1/3000	6,000
DOT/FUEL DISTRIBUTION	HOLLIS	BRIAN PIKE 603-271-8931	T/T	224 DEPOT ROAD HOLLIS	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	515D	1/3000	3,000
DOT/FUEL DISTRIBUTION	LONDONDERRY #41	BRIAN PIKE 603-271-8931	T/T	4 WEST ROAD LONDONDERRY #41	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	516D	1/3000	4,500
DOT/FUEL DISTRIBUTION	LONDONDERRY #55	BRIAN PIKE 603-271-8931	T/T	469 MAMMOTH ROAD LONDONDERRY #55	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	512D	1/3000	3,300
DOT/FUEL DISTRIBUTION	MANCHESTER	BRIAN PIKE 603-271-8931	T/T	RT. 101 EAST, 2000' WEST OF RT. 28 BYPASS MANCHESTER NH	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	2D	1/10000	25,000
DOT/FUEL DISTRIBUTION	MILFORD	BRIAN PIKE 603-271-8931	T/T	33 BUXTON ROAD MILFORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	3D	1/10,000	38,000
DOT/FUEL DISTRIBUTION	CHESTER	BRIAN PIKE 603-271-8931	T/T	825 RAYMOND ROAD CHESTER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	5131	1/3000	6,000
DOT/FUEL DISTRIBUTION	SALEM	BRIAN PIKE 603-271-8931	T/T	54 SHADOW LAKE RD SALEM	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	514D	1/3000	6,600
DOT/FUEL DISTRIBUTION	WARNER - AUTOMATED SHED	BRIAN PIKE 603-271-8931	T/T	35 WARNER ROAD WARNER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	6D	1/10,000	40,000
DOT/FUEL DISTRIBUTION	WARNER - MANUAL SHED	BRIAN PIKE 603-271-8931	T/T	186 RT. 103 WEST WARNER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	501D	1/3000	50,000
DOT/FUEL DISTRIBUTION	HOOKSETT TURNPIKE MAIN	BRIAN PIKE 603-271-8931	T/T	36 HACKETT HILL ROAD HOOKSETT TURNPIKE I/MAIN	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	7D	1/10,000	48,000

DEPT.	LOCATION	CONTACT PERSON/TEL #	T/T	PHYSICAL ADDRESS	REMIT ADDRESS	TANK ID#	TANK SIZE	ANNUAL USAGE GALLON
DOT/FUEL DISTRIBUTION	MERRIMACK TURNPIKE	BRIAN PIKE 603-271-8931	T/T	RT 3, 500' N. OF ANHEUSER BUSH PLANT, MERRIMACK	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	31D	1/6000	25,000
DISTRICT - 5 SECTION A GUARANTEED GALLONS (85% OF ANNUAL)								
DISTRICT 6 - SECTION A - TRACTOR TRAILER - PREMIUM ADDITIVE ON ROAD ULTRA LOW SULFUR DIESEL								
DOT/FUEL DISTRIBUTION	DURHAM MAINT GAR	BRIAN PIKE 603-271-8931	T/T	213 MAIN ST UNH CAMPUS DURHAM	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	13D	1/12,000	125,000
DOT/FUEL DISTRIBUTION	EPPING	BRIAN PIKE 603-271-8931	T/T	73 OLD HEDDING ROAD EPPING	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	5D	1/10,000	33,000
DOT/FUEL DISTRIBUTION	EXETER (RT 27) BETWEEN EXIT 8 & 9	BRIAN PIKE 603-271-8931	T/T	253 EPPING ROAD EXETER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	607	1/3000	10,000
DOT/FUEL DISTRIBUTION	MILTON	BRIAN PIKE 603-271-8931	T/T	245 WHITE MTN. HWY MILTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	19D	1/6000	45,000
DOT/FUEL DISTRIBUTION	NEWFIELDS	BRIAN PIKE 603-271-8931	T/T	RT. #108 - #39 COLLEGE RD NEWFIELDS	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	609D	1/3000	7,500
DOT/FUEL DISTRIBUTION	NORTH HAMPTON SATELLITE GARAGE	BRIAN PIKE 603-271-8931	T/T	147 SOUTH ROAD NORTH HAMPTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	33D	1/6000	32,000
DOT/FUEL DISTRIBUTION	NORTHWOOD	BRIAN PIKE 603-271-8931	T/T	BOX 1159, 1ST NH TRKE NORTHWOOD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	604D	1/3000	6,000
DOT/FUEL DISTRIBUTION	ROCHESTER/GONIC	BRIAN PIKE 603-271-8931	T/T	25 CEMETERY ROAD GONIC	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	603D	1/3000	6,500
DOT/FUEL DISTRIBUTION	SOUTH KINGSTON	BRIAN PIKE 603-271-8931	T/T	35 NEWTON JCT. RD SOUTH KINGSTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	611D	1/3000	40,000
DOT/FUEL DISTRIBUTION	STRAFFORD	BRIAN PIKE 603-271-8931	T/T	1011 PARKER MTN. RD STRAFFORD	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	602D	1/3000	7,500
DOT/FUEL DISTRIBUTION	DOVER TURNPIKE MAINTENANCE	BRIAN PIKE 603-271-8931	T/T	1 INDIAN BROOK DRIVE DOVER	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	24D	1/6,000	75,000
DOT/FUEL DISTRIBUTION	HAMPTON TURNPIKE MAIN	BRIAN PIKE 603-271-8931	T/T	LIBERTY LANE WEST, .5 MILE S. OF ROUTE 27, HAMPTON	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483	8D	1/10,000	55,000
DISTRICT - 6 SECTION A GUARANTEED GALLONS (85% OF ANNUAL)							376,125	442,500

STATE OF NEW HAMPSHIRE

BID 1466-13

PREMIUM ULSD - FIXED PRICE & INDEX BASED OFFER SECTION

10/17/2012 11:00:00 AM - GRAY OUT AREAS INDICATE NO REQUIREMENT

FIXED PRICE OFFER SECTION		INDEX BASED (JOC) OFFER SECTION	
DISTRICT	PREMIUM - ULSD TRACTOR TRAILER	PREMIUM - ULSD TRACTOR TRAILER	
DISTRICT 1 OFFER / \$	3.4490	\$ +.0692	
GUARANTEED GALLONS (85%)	323,850		
ESTIMATED ANNUAL USAGE / GALLONS	381,000	381,000	
DISTRICT 2 OFFER / \$	3.4490	\$ +.0692	
GUARANTEED GALLONS (85%)	184,025		
ESTIMATED ANNUAL USAGE / GALLONS	216,500	216,500	
DISTRICT 3 OFFER / \$	3.4490	\$ +.0612	
GUARANTEED GALLONS (85%)	313,650		
ESTIMATED ANNUAL USAGE / GALLONS	369,000	369,000	
DISTRICT 4 OFFER / \$	3.4490	\$ +.0692	
GUARANTEED GALLONS (85%)	160,650		
ESTIMATED ANNUAL USAGE / GALLONS	189,000	189,000	
DISTRICT 5 OFFER / \$	3.4490	\$ +.0492	
GUARANTEED GALLONS (85%)	459,765		
ESTIMATED ANNUAL USAGE / GALLONS	540,900	540,900	
DISTRICT 6 OFFER / \$	3.4490	\$ +.0492	
GUARANTEED GALLONS (85%)	376,125		
ESTIMATED ANNUAL USAGE / GALLONS	442,500	442,500	

Fuel Distribution

State of New Hampshire - D.O.T.

Delivery Request

DELIVERIES ARE REQUIRED WITHIN 48 HOURS OF ORDER.
PLEASE REMEMBER TO HAVE YOUR DRIVER LEAVE THE BILL OF LADING AND DELIVERY TICKET AT EACH
DELIVERY LOCATION WITH BEFORE AND AFTER DIP STICK READINGS AND PRODUCT BREAKDOWN.

From: Patty Bailey

Fax #: (603)271-6085

Tel #: (603)271-2056

To: **DENNIS BURKE INC**

Fax:

Contact:

Date: 07/06/2011 15:15:45

PLEASE ORDER

Location #: 399

Delivery Location: **CENTER OSSIPEE PATROL SHED**

Tank Fuel Type: UL

Order Date:

Ordered Amount (Gallons):

Ordered Fuel Type:

07/05/2011

1500

Conventional Unleaded

Special Instructions: **Please deliver between 7:00 AM - 3:30 PM Monday - Friday (gate locked). Thank you.**

Road Toll and Environmental Fees (Per Gallon)

10/8/2012

Product Type	Road Toll	Airway Tolls	ODD	OPC	Auto Oil	Motor Oil	Fuel Oil	Total Toll & Fees
Law Reference>>>	<u>RSA 260.32</u>	<u>RSA 422.34</u>	<u>RSA 146-D</u>	<u>RSA 146-A</u>	<u>RSA 147-B-12</u>	<u>RSA 146-F</u>	<u>RSA 146-E</u>	
Gasoline	\$0.18		\$0.02	\$0.00				\$0.20
Special Fuel - Undyed	\$0.18		\$0.02	\$0.00				\$0.20
Special Fuel - Dyed			\$0.02	\$0.00				\$0.02
Biodiesel *	\$0.18		\$0.02	\$0.00				\$0.20
Aviation Gas		\$0.04	\$0.02	\$0.00				\$0.06
Jet Fuel - Part 121		\$0.01		\$0.00				\$0.01
Jet Fuel - Private		\$0.02		\$0.00				\$0.02
Heating Oils**				\$0.00			\$0.01**	\$0.01
Motor Oils				\$0.00	\$0.02	\$0.04		\$0.06

* B99 up to B100 are not subject to environmental fees; blends below B99 are.

** Fuel Oil Discharge Fee decreased to \$0.01 from \$0.0125 effective 7/1/2012.

**Highway Maintenance
 Districts**



District Engineers

District 1
 Brian Schutt
 641 Main Street
 Lancaster, NH 03584
 603-788-4641

District 2
 Alan G. Hanscom
 8 Eastman Hill Road
 Enfield, NH 03748
 603-448-2654

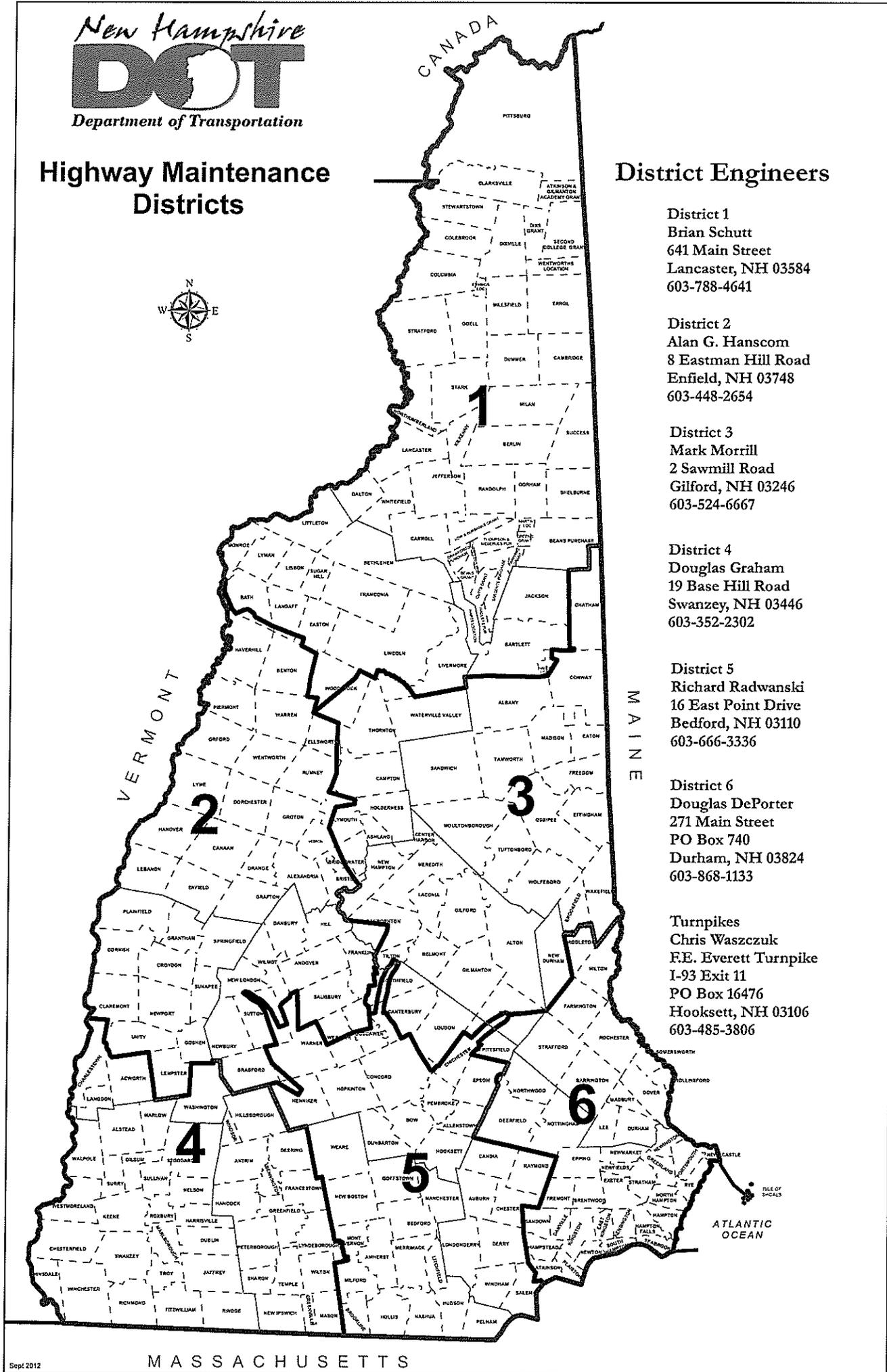
District 3
 Mark Morrill
 2 Sawmill Road
 Gilford, NH 03246
 603-524-6667

District 4
 Douglas Graham
 19 Base Hill Road
 Swanzey, NH 03446
 603-352-2302

District 5
 Richard Radwanski
 16 East Point Drive
 Bedford, NH 03110
 603-666-3336

District 6
 Douglas DePorter
 271 Main Street
 PO Box 740
 Durham, NH 03824
 603-868-1133

Turnpikes
 Chris Waszczuk
 F.E. Everett Turnpike
 I-93 Exit 11
 PO Box 16476
 Hooksett, NH 03106
 603-485-3806



Tuesday, October 16, 2012

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are tank car reseller, f.o.b. refiners and tanker terminals, ex taxes. Kerosene No. 2 fuel oil and Diesel prices are given in cents per gallon. No. 4 and 6 oil given in dollars per barrel. Ship bunkers given in dollars per metric ton.

	KEROSENE	ULTRA LOW SUL. No. 2- 2% bio-blend	ULTRA LOW SULFUR DIESEL	NO. 4 OIL 0.15% 2% bio-blend	NO.6 OIL 0.3% 2% bio-blend	
NY bg resel	-----	d360.90 - ----	-----	143.70 - ----	137.40 - ----	
NY bg con.	-----	d361.90 - ----	-----	143.80 - 145.42	137.45 - 139.57	
NY tk car res	-----	341.50 - 363.90d	343.45 - 363.00d	143.85 - ----	137.50 - ----	
NY tk car con	382.30 - ----	356.50 - 365.90d	356.00 - 370.00d	143.95 - 145.45	137.55 - 139.60	
	KEROSENE	NO. 2 OIL	ULSD PREM.	ULS DIESEL	ULS DIESEL DYED	DIESELS b-2% BIO w- WINTERIZED
Albany-ULS	393.05 - ----	352.90 - ----	-----	-----	-----	-----
Albany,NY-	-----	-----	-----	s340.25 - 352.65	-----	-----
Baltimore Md	388.60 - ----	339.65 - ----	-----	s333.40 - ----	-----	b345.25 - ----
Boston Ma	s371.62 - ----	s330.85 - 334.01s	s345.56 - 347.20s	341.62 - 344.04s	s344.10 - ----	-----
+Bridgeport Ct	-----	-----	-----	336.71 - 343.74s	-----	w338.11 - ----
Buffalo-ULSK	377.95 - ----	-----	-----	340.97 - 343.95	343.90 - ----	w346.45 - ----
Charleston SC	368.80 - ----	352.65 - ----	-----	s340.90 - 354.55	-----	-----
Chicago IL	-----	-----	-----	s338.11 - ----	-----	-----
Delaware City	-----	-----	-----	s338.80 - 370.80s	-----	-----
Milwaukee Wi	-----	-----	-----	s339.11 - ----	-----	-----
+NHavenULSK	383.90 - 409.40	s328.55 - 342.30	s340.80 - 353.55	336.71 - 352.45	s341.30 - 352.05	w337.71 - ----
+Newark NJ	-----	335.60 - 353.15s	s339.10 - ----	s337.85 - 339.85	s338.10 - 340.10	-----
Newburgh NY	-----	**355.45 - ----	s347.30 - ----	s343.51 - 355.20	-----	-----
Norfolk Va	-----	-----	-----	344.50 - ----	-----	-----
Philadelphia	s422.00 - ----	328.60 - 340.20	-----	336.25 - 349.90	336.75 - 349.90	b337.20 - 351.24b
Phila-2%BioDy	-----	-----	-----	-----	-----	b337.70 - 349.90b
Portland Me	-----	s335.05 - ----	s347.04 - 360.25s	s346.07 - 356.10s	s356.25 - ----	-----
Portsmouth	s380.95 - ----	s330.05 - ----	s344.86 - 347.85s	s343.60 - 345.85s	-----	-----
Providence RI	-----	s331.67 - 338.70s	s342.93 - 347.35s	s342.42 - 346.35s	-----	-----
Springfield Ma	-----	s335.05 - ----	s352.15 - ----	s351.65 - ----	-----	-----
Syracuse NY	393.64 - ----	**342.27 - ----	-----	341.43 - 383.70s	-----	w343.93 - ----
Utica NY	-----	-----	-----	s345.31 - ----	-----	-----
Wilmington NC	-----	354.65 - ----	-----	s340.60 - 354.00	-----	-----
	NO. 4 OIL 0.5% 0.3-y	NO. 4 OIL- 1.0% 1.5%- e	NO. 6 OIL 0.5%	NO. 6 OIL 1.0%	NO. 6 OIL 1.5%	NO.6 OIL2.0% 2.1%-r,2.2-n,2.8-f
Albany res.	-----	e131.43 - 147.50e	133.15 - ----	130.75 - ----	d115.04 - 130.70	-----
Albany con.	-----	ce131.58 - 147.60ec	c133.25 - ----	c130.85 - ----	dc115.19 - 130.80c	-----
Boston	c143.67 - 149.30c	c138.35 - 144.60c	dc131.50 - 137.10c	dc124.13 - 128.90c	c118.65 - ----	c117.90 - ----
Boston	-----	-----	-----	-----	-----	nc114.15 - ----
NewHaven	-----	c144.14 - 145.21c	c135.95 - ----	c129.45 - 131.21c	-----	-----
Norfolk	-----	-----	-----	-----	-----	rc125.65 - ----
Philadelphia	c127.50 - 147.10c	c124.00 - 148.45c	c119.00 - 132.75c	c114.00 - ----	-----	c114.00 - ----
Philadelphia	cy127.50 - 148.90c	-----	-----	-----	-----	c114.00 - ----
Providence	-----	c138.35 - 144.60c	-----	dc124.13 - 128.90c	-----	-----

*- Price is not a 2% bio-blend. B99-Bio Diesel Harbor Price - 3.3239 Elizabeth, N.J.

c - Consumer Price. Sulfur Max. y -0.3%, h -1.1%, e -1.5%, a -1.7%, r -2.1%, n - 2.2%, f-2.8%.

+State Gross Receipt tax not included in New Jersey or Conn.w -Winterized Diesel b-Bio diesel

++Bunker IF-380 New York - 646.50, and Phila. 647.50 Propane Pipeline Selkirk, N.Y. - 1.0800 eff. Oct. 16, 2012.

Albany, Newburgh,Syracuse are Ultra Low Sulf No. 2. s- Eff. Oct. 15 at 6 P.M. d - Eff. Oct. 13