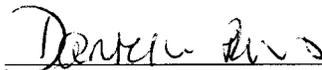


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 04/23/2015
CONTRACT #: 8001709
CONTRACT FOR: Biodiesel Fuel, Supply & Deliver
NIGP CODE: 405-0200
CONTRACTOR: Dennis K. Burke, Inc. VENDOR CODE #: 174496

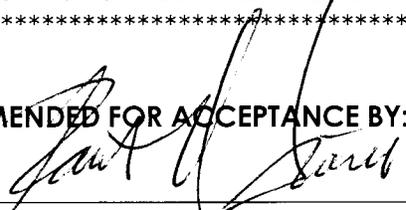
SUBMITTED FOR ACCEPTANCE BY:



DANIELLE RUEST, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 4/24/15

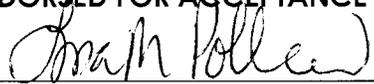
RECOMMENDED FOR ACCEPTANCE BY:



ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 4/29/15

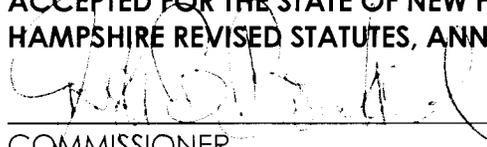
ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE 4-30-15

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



COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-30-15

NOTE: Contract is for supply and delivery of biodiesel (B20 or B5). Previous contract had a total spend of approximately \$750,000.

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: 04/13/15
Bid No.: 1739-15
Date of Bid Opening: 4/21/15
Time of Bid Opening: 10:00 AM (EST)

YOU MAY EMAIL YOUR BID TO DANIELLE RUEST AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: BIODIESEL FUEL, SUPPLY AND DELIVER

[insert name of signor] Joseph Cote on behalf of Dennis V. Burke Inc [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1739-15 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

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.

Authorized Signor's Signature Joseph Cote Authorized Signor's Title Chief Financial Officer

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Suffolk STATE: MA ZIP: 02150

On the 16 day of APRIL, 2015, personally appeared before me, the above named Joseph Cote in his/her capacity as authorized representative of Dennis V. Burke known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
Nancy Brown
NANCY BROWN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 22, 2016

My commission expires: _____ (Date)

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.

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) business 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.

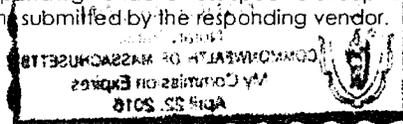
STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material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



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 only 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 delegee ("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:
A CONTRACT FOR: BIODIESEL, SUPPLY AND DELIVER**

INSTRUCTIONS TO VENDOR:

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 "Vendor Contact Information" section. Finally, fill out, sign, and notarize page one of the bid invitation.

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. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR 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 Vendor 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 OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential.

Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) 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.

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 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 prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:

The term of the contract shall be from the date of award through April 30, 2017, a period of approximately 2 years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) cannot exceed four (4) years.

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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): <http://DAS.NH.Gov/Purchasing>.
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **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 <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

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, in accordance with Section 15 of the P-37 contract.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

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 will be in accordance with their individual requirements.

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS, APPLIES TO BOTH FORMATS:

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 utilizing the fixed format, all prices remain the same. If deliveries occur on a holiday that falls in the middle of the week, pricing and invoices for those delivery dates will be calculated against the posted price on the **previous** business day. Vendors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than "Opis" posting, plus mark-up and transportation or the fixed price stated shall be considered a discount.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

CONTRACT AWARD: OFFER FORMAT APPLIES TO BOTH FIXED AND INDEXED BASE FORMAT:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract (s).

If the award is based on the alternate #1 offer as specified, it will be made to the bidder offering the lowest mark-up for the product as specified in the alternate #1 section as specified. Bidders may bid on the base bid and/or the alternate #1 to be considered.

For bid evaluation purposes, mark-up and transportation prices quoted and /or fixed prices offered are to be per gallon and will not exceed **2 places** to the right of the decimal (example .01)

SPECIFICATION COMPLIANCE:

Vendor's offer must 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.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

SPECIFICATIONS

B20 BIODIESEL BLEND STOCK REQUIREMENTS:

NHDOT Fuel Distribution shall be requesting the B20 Biodiesel fuel blend on a year around basis. It is required that the B20 Biodiesel product supplied be formulated utilizing "premium ultra-low sulfur #2" blend stock on a year round basis. Below are the guidelines for the minimum protection cloud points required, all fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order, and each delivery must be accompanied by documentation of compliance with these requirements.

B5 BIODIESEL BLEND STOCK REQUIREMENTS:

NHDOT Fuel Distribution may request B5 Biodiesel fuel blend as needed in the winter months. It is required that B5 Biodiesel product supplied be formulated utilizing "premium ultra-low sulfur #2" blend stock on a year round basis. Below are the guidelines for the minimum protection cloud points required, all fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order, and each delivery must be accompanied by documentation of compliance with these requirements.

ADDITIONAL REQUIREMENTS:

1. Biodiesel (B100) and the petroleum diesel blend stock **must** meet their respective ASTM specifications before blending.
2. Successful bidder(s) shall meet all specified ASTM specifications listed within this bid, or the most recent revised specification available.
3. Successful bidder(s), at their expense shall furnish, upon request for the state agency, an analysis from an approved laboratory of the fuel delivered to any state location.
4. Successful bidder(s) may utilize other distributors for supply and/or delivering B20 Biodiesel with prior written approval from the Administrator of the Bureau of Purchase and Property. Such approval will not warrant any increase in the State's purchasing price.
5. Successful bidder(s) is responsible for replacement of any State property that is damaged by the bidder(s) employees.
6. T-T is tractor trailer delivery
7. **Successful bidder must provide documentation for B5 blends that the biodiesel portion of that blend meets the most current version of ASTM D6751**

SEASONAL CLOUD POINT REQUIREMENTS:

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

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

BIODIESEL PRODUCT SPECIFICATIONS:

1. The B100 Biodiesel product supplied shall meet D6751-12 specification, or the most recent revised specification, (current Non-ASTM specifications may be found under "Specifications" at: http://www.afdc.energy.gov/fuels/biodiesel_specifications.html)
2. The B20 Biodiesel product supplied shall meet ASTM D7467-13 specification, or the most recent revised specification. (current Non-ASTM specifications may be found under "Specifications" at: http://www.afdc.energy.gov/fuels/biodiesel_specifications.html)
 - a. Cetane Number - A minimum cetane number of 47.0 or as determined by the most recent ASTM Standard Test Method D613.
 - b. Low Temperature Operability - A cold flow performance measurement which meets the most recent ASTM D 975-15 tenth percentile minimum ambient air temperature charts and maps for New Hampshire by either the most recent ASTM Standard Test Method D 2500-11 (Cloud Point), or most recent ASTM Standard Test Method D 4539-10 (Low Temperature Flow Test, LFTT). Low temperature operability is only applicable October 1 - March 31 of each year.

- The B5 Biodiesel product supplies shall meet ASTM D975-15 or most recent.

PREMIUM ULTRA LOW SULFUR BLEND STOCK SPECIFICATIONS:

The Premium Ultra Low Sulfur #2 blend stock, i.e. premium ultra-low sulfur diesel fuel supplied shall meet ASTM D975-12a, grade No. 2-D S15 specifications, or the most recent revised specification.

IN ADDITION TO THE PREMIUM ULTRA LOW SULFUR DIESEL SPECIFICATIONS STATED WITHIN, THIS BID SHALL ALSO REQUIRE THE FOLLOWING "PREMIUM" CHARACTERISTICS. THESE CHARACTERISTICS SHALL BE ADOPTED AND INCLUDED IN THE ULTRA LOW SULFUR COMPONENT OF THE B20 or B5 PRODUCT DELIVERED.

Premium Ultra Low Diesel Fuel - All diesel fuels identified on retail dispensers, bills of lading, invoices, shipping papers, or other documentation with terms such as premium, super, supreme, plus, or premier must conform to the following requirements:

- Cetane Number - A minimum cetane number of 47.0 or as determined by the most recent ASTM Standard Test Method D613.
- Low Temperature Operability - A cold flow performance measurement which meets the most recent ASTM D 975-12a tenth percentile minimum ambient air temperature charts and maps for New Hampshire by either the most recent ASTM Standard Test Method D 2500 (Cloud Point), or most recent ASTM Standard Test Method D 4539 (Low Temperature Flow Test, LTFT). Low temperature operability is only applicable October 1 - March 31 of each year.
- Thermal Stability. - A minimum reflectance measurement of 80 % or as determined by the most recent ASTM Standard Test Method D6468 (180 min, 150 °C).
- Lubricity - A maximum wear scar diameter of 520 microns or as determined by the most recent ASTM D6079.

PRODUCT COMPLIANCE:

It is mutually agreed that if the fuel sold, furnished and delivered by the 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 TESTING:

The State reserves the right to test any product delivered to any of the fuel locations stated within this bid 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 condition exists, 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 RFB.

DELIVERY LOCATION DATA

DISTRICT	AGENCY	TOWN	TANK ID	DELIVERY TYPE	TANK SIZE	FUEL TYPE	PHYSICAL ADDRESS	REMIT TO ADDRESS
6	NHDOT- FUEL DISTRIBUTION	DURHAM	13U	T-T*	1/12,000	B-20 BIODIESEL	UNH CAMPUS 213 MAIN STREET DURHAM NH 03824	NH DOT FUEL DISTRIBUTION PO BOX 483 CONCORD, NH 03302-0483

DELIVERY:

NHDOT Fuel Distribution shall contact successful vendor(s) and coordinate deliveries.

1. **All Deliveries will 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. The NHDOT and contractor may prearrange deliveries beyond the 48-hour requirement to suit delivery needs by the mutual agreement of contractor and the NHDOT.

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 Code Of Administrative Rules, Part Env-Wm 1401 Underground Storage Facilities regulation *Env-Wm 1401.11 Inventory Monitoring*, as revised or renumbered. If the dipping indicates more than 1/2" of water the vendor shall not deliver the fuel and shall contact the agency contact and advise them of the situation.

4. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and/or documentation to identify the type of product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

5. **TANK DELIVERY - CONTAMINATION:**

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

- 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.
- The vendor shall pump out the total contents of the contaminated tank, both existing product and newly delivered product
- It shall be the vendor's responsibility and cost to properly dispose of the contaminated product
- The vendor shall clean the tank.
- The vendor shall replace the total volume of product pumped out charging the state for only the original volume requested to be delivered.
- The vendor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product.
- The vendor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP by the state agency.

6. **TANK DELIVERY - SPILLS / OVERFILLS** - Most underground tanks (all NHDOT) are equipped with 4" tight fill adapters. Delivery trucks will be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. **If a spill should occur during delivery, 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. This requirement also includes cleaning up of any fuel spilled from the spill bucket.**

7. **OVERFILLS** - Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the site, pump out the overfill and clean out the manhole / spill bucket. All cost associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

8. The User is responsible to ensure that tanks are properly cleaned and maintained when changing from one fuel mixture to another.

9. **EMERGENCIES** - Bidder further agrees to deliver in less time in case of emergencies to the best of his ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original vendor.

DELIVERY - SAFETY REQUIREMENTS AND PROCEDURES:

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

1. Exercise caution when maneuvering to avoid damage to containment walls.
2. Inspect tank, fittings and liquid level indicator prior to filling.
3. Place drip pans under all hose fittings prior to loading or unloading.
4. Block truck wheels before starting to load or unload.
5. Remain with the vehicle while loading or unloading.
6. Drain loading or unloading line to storage tank when loading or unloading is complete.
7. Verify that all drain valves are closed before disconnecting loading or unloading lines.
8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite personnel.
10. In a case where the leak, spill or overfill takes place at a DOT Fuel Distribution location, in addition to reporting the incident to onsite personnel, delivery personnel will contact said agency immediately @ 603-271-6862.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers, etc...) while loading or unloading product.
12. Delivery personnel shall clean the manhole / spill bucket of any product they may have spilled during delivery.

INDEXED BASED FORMAT**BIODIESEL FUEL BID BASIS:**

Bidder(s) shall make offers based on the B20 Biodiesel posting from the "Opis wholesale B20 SME Biodiesel gross prices listed under the" Boston Mass., Opis gross wholesale B20 SME Biodiesel prices LSN # 2 ULTRA column" section of the publication. (Sample document attached). Offers for B5 Biodiesel shall be based on the B5 Biodiesel posting from the "Opis wholesale B5 SME Biodiesel Prices" listed under the" Boston Mass., Opis gross wholesale B5 SME Biodiesel prices ULS2 column" section of the publication. (Sample document attached). Mark-up and transportation prices offered by the successful bidder shall remain firm and unchanged for all products ordered as stated above and be added to the appropriate index price on the date of delivery to form the total delivered price per gallon for the term of the contract and any extension thereof and shall include delivery and all other charges.

INVOICING - INDEXED BASED FORMAT:

Invoicing shall be done on the basis of each delivery. Bidder shall render separate invoices in triplicate, for each delivery to the State department or agency to which deliveries are made, (remit addresses are shown on bidders notice of contract). Invoices shall clearly indicate the quantity delivered, dipstick readings before and after delivery, description of product delivered, and date of delivery, tank I.D. number, delivery location and contract price per gallon and extension for the B20/B5 blended product delivered.

Invoice will also show:

- 1) The mark-up and transportation price, as stated on the bid offer.

FIXED PRICE FORMAT

BIODIESEL FUEL BID BASIS:

Bidder shall offer a price per gallon that shall remain firm for the term specified within this bid and based on the "ESTIMATED" volume stated in the offer section. The offered price shall include all taxes, fees, delivery cost and all other charges.

INVOICING - FIXED PRICE FORMAT:

Invoicing shall be done on the basis of each delivery. Bidder shall render separate invoices in triplicate, for each delivery to the State department or agency to which deliveries are made, (remit addresses are shown on bidders notice of contract). Invoices shall clearly indicate the quantity delivered dipstick readings before and after delivery, description of product delivered, date of delivery, tank I.D. number, delivery location and contract price per gallon and extension for the B20 or B5 blended product delivered.

Invoice will also show:

- 1) The contract fixed price per gallon, as stated on the bid offer.
- 2) Invoice shall also include a copy of the bill of lading or purchase receipt for the volume of Biodiesel purchased as part of the total delivery

Bidders are encouraged to list any additional measures they shall take or that is recommended that the State take to assist in maintaining the operating characteristics of the B20 fuel delivered during the winter months.

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

Bidder hereby offers to furnish B20 or B5 biodiesel fuel to the State Of New Hampshire in accordance with all of the requirements of this bid at the following prices for the contract term and any extension thereof.

BASE BID: FIXED PRICE FORMAT PER FIXED PRICE FORMAT SCOPE AS SPECIFIED WITHIN

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>DELIVERED PRICE (US DOLLARS)</u> <u>UNIT COST/\$</u>
81,000	GALLONS "ESTIMATED"	B-20 BIODIESEL FUEL	\$ <u>2.44</u> / GAL
		B-5 BIODIESEL FUEL	\$ <u>2.39</u> / GAL

ALTERNATE #1 BID: INDEXED BASED FORMAT PER INDEXED BASED FORMAT AND SCOPE AS SPECIFIED WITHIN

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>DELIVERED PRICE (US DOLLARS)</u> <u>UNIT COST/\$</u>
81,000	GALLONS "ESTIMATED"	B-20 BIODIESEL FUEL ** MARK UP OVER OPIS POSTING	$.095 + 1.8591$ \$ <u>1.9546</u> **/ GAL
		B-5 BIODIESEL FUEL ** MARK UP OVER OPIS POSTING	$.095 + 1.850$ \$ <u>1.9451</u> **/ GAL

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing **does not** include any eligible participants.

VENDOR 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>Joseph Cate</u> Contact Person	<u>800-289-2875</u> Local Telephone Number	<u>800-289-2875</u> Toll Free Telephone Number
<u>617-889-6422</u> Fax Number	<u>Joe.Cate@burkeoil.com</u> E-mail Address	<u>www.burkeoil.com</u> Company Website
<u>Dennis K. Burke Inc</u> Vendor Company Name	<u>019187653</u> DUNS #	

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:
OPIS Biodiesel Racks Email Dated 4/10/2015

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 00409-00409 RAFF-15/16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Dennis K. Burke, Inc. 284 Eastern Avenue Chelsea, MA 02150	NAIC # 16535

COVERAGES **CERTIFICATE NUMBER:** CHI-004843054-04 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO4637386	04/01/2015	04/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP4637387	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC4637385	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E L EACH ACCIDENT	\$ 500,000
							E L DISEASE - EA EMPLOYEE	\$ 500,000
							E L DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 WORKERS COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS

CERTIFICATE HOLDER State of New Hampshire 25 Capitol St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley

Client#: 239659

DENNISBUR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International New England 299 Ballardvale St Wllmington, MA 01887 978 657-5100	CONTACT NAME: CERT DESK
	PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 866-685-0347 E-MAIL ADDRESS: NEE.CERTIFICATES@HUBINTERNATIONAL.COM
INSURED Dennis K Burke Inc 284 Eastern Avenue Chelsea, MA 02150	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Lexington Insurance Company
	INSURER B : Evanston Ins Co 35378
	INSURER C : AIG Specialty Insurance Company 26883
	INSURER D : New Hampshire Insurance Compani
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

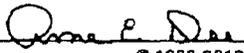
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		018017669	04/01/2015	04/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS UMBRELLA		MKLV40LE100372	04/01/2015	04/01/2016	\$15,000,000
C	Pollution Liab.		CPO31525174	04/01/2015	04/01/2016	\$1,000,000/\$7,000,000
D	Motor Truck		66325471	01/09/2015	04/01/2016	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Pollution includes blanket add'l insured if required by contract-end#96658; Umbrella includes "Blended Pollution Endorsement" -excess over the contractors pollution liability.

NH Bid#1592-14

CERTIFICATE HOLDER

CANCELLATION

State of NH-Bureau of Purchase and Property 25 Capitol Street Concord, NH 03301-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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