

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

NOTICE OF CONTRACT

COMMODITY: Fixed Price Gasoline

CONTRACT NO.: 8001635

NIGP CODE: 405-1500

CONTRACTOR: Dennis K. Burke Inc. Vendor # 174496
284 Eastern Ave
Chelsea, MA 02150

Contact: Joseph Cote
Phone: 800-289-2875 or 617-884-7800
Fax: 617-889-6422
Email: joe.cote@burkeoil.com

CONTRACT PERIOD: February 1, 2015 through July 31, 2017

ORDERING: Requirements to be placed directly to the Contractor.

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

LOCATIONS: See attached sheet

PRICING: District 2 Reformulated T/T \$2.69/gallon
District 4 Reformulated T/T \$2.54/gallon

QUESTIONS: Danielle Ruest, Purchasing Agent
Phone: 603-271-2201 X227
Email: Danielle.Ruest@nh.gov

ADDITIONAL CONTRACT INFORMATION

DELIVERY SLIPS

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

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
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

It will be the responsibility of the Contractor 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 Contractor with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this contract; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Invoicing shall be done at the agencies request; either on the basis of each delivery per location, bi-weekly or monthly. Contractor shall render separate invoices for each delivery or arranged invoicing schedule to the State department or agency to which delivery is made. **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. **Item 9 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 (the date when the full delivery has been pumped and invoice is filled out. Not prior to pumping.)
4. Dip stick reading before and after delivery
Dip stick readings will be accurate within 1/8" inch per State of New Hampshire "Water Supply Pollution Control Commission Regulation Env-Or 406.03".
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. Contractor may offer a cash discount for earlier payment on invoices
9. **All applicable environmental fees see attached chart**

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.

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 Contractor 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

1. Standard Deliveries will be made **within 48 hours after receipt**, regardless of method of delivery (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that contractor is a 365-day delivery operation.
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 the 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-Or 406.03".
4. **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.
5. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) 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.
6. **OVERFILLS** - Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the site, pump out the overfill and clean out the manhole. All 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.
7. The requesting agency shall do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where said vendor has a contract at no additional cost to the State.
8. **EMERGENCIES** - Contractor further agrees to deliver in less time **in case of emergencies** to the best of his ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere,

charging any additional costs back to the original vendor.

9. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of gasoline, as it may deem necessary, during the contract period.
10. The use of a private carrier to make delivery **does not** relieve the successful contractor from the responsibility of meeting the delivery requirement.

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.
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 by the state agency

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES

All fuel delivery personnel will 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 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.