

NEW

State of Maine



Master Agreement

Effective Date: 10/01/07

Expiration Date: 06/30/10

Master Agreement Description: Heating Fuel with Dennis K Burke Inc

Buyer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

Alan Henry 207-624-7352 ext. ALAN.HENRY@MAINE.GOV

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VS0000001709

Vendor Name
DENNIS K BURKE INC.

Alias/DBA

Vendor Address Information

PO BOX 3639

BOSTON, MA 02241

US

Vendor Contact Information

joseph cote

617-884-7800 ext. 124

j.cote@burkeoil.com

Payment Discount Terms

Discount 1: % 0 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 1

Commodity Code: 40512

Commodity Description: Heating Fuel with Dennis K Burke Inc

Commodity Specifications: This MA is set up to pay fuel invoices with Dennis K Burke

Commodity Extended Description: Please see attachments - 1 with the pricing and the other for instructions on how to create/submit your Delivery Order. On the DO in the accounting line for the object - you must use 5201.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date



DENNIS K. BURKE INC.

THE EMISSIONS EXPERTS

Letter of Agreement – Amendment #3

Agreement Dated February 20, 2009

Vendor: Dennis K. Burke, Inc.
284 Eastern Avenue
Chelsea, MA 02150

Department: Department of Administrative and Financial Services
Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, ME 04333-0077

Agreement dated 2/20/09, between Dennis K. Burke, Inc. and Agency named above, is hereby amended as follows:

1. The Scope of Work is modified to add: The vendor will extend same terms to other governmental units where available. Local government units to approach vendor separately to finalize terms by calling Joe Cote at 617-828-6987. (Municipalities using smaller tanks may incur a higher transport charge than indicated below).
2. The Term of the Agreement will end on June 30, 2010 and may be extended for up to one additional year with the mutual agreement of the parties.
3. Price includes transportation and delivery charges. Prices are before all applicable taxes. Price goes into effect once all gallons in amendment #2 from 10/2/07 are used up.
4. The vendor agrees to roll over any unused gallons into the next contract period which the State is obligated to use at no additional expense to the State.

Heating Oil - 928,000 gallons @ \$1.9011
B5 Heating Oil - 500,000 gallons @ \$1.919
5. Any gallons above those used in contract will revert to daily spot price.
6. All locations are as set forth in existing agreement plus those added in email on 2/20/09.

Premium Diesel Fuel, Motor Oil and Gasoline

Featuring Custom-Blended Biodiesel and Ultra Low Sulfur Diesel

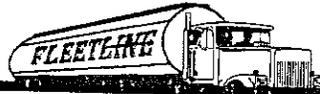
284 Eastern Avenue • P.O. Box 6069 • Chelsea, Massachusetts 02150

Phone: (617) 884-7800 • Fax: (617) 884-7638 • Toll Free: 1-800-289-2875

Email: support@burkeoil.com • Website: www.burkeoil.com

CALL TOLL FREE
1-800-BUY-BURKE
1-800-289-2875

FLEETLINE®
LUBRICANTS



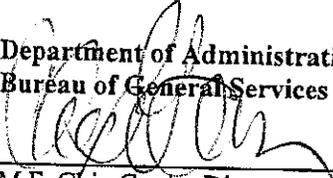
DENNIS K. BURKE INC.

THE EMISSIONS EXPERTS

7. The Department and the Vendor, by their duly authorized representatives, have executed this amendment to the said original agreement on this 20th day of February, 2009.

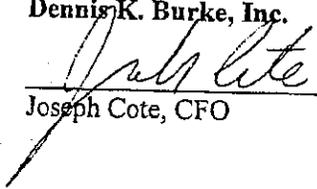
Department of Administrative and Financial Services
Bureau of General Services

By:


M.F. Chip Gavin, Director

Dennis K. Burke, Inc.

By:

 CFO 2/20/09
Joseph Cote, CFO

Premium Diesel Fuel, Motor Oil and Gasoline

Featuring Custom-Blended Biodiesel and Ultra Low Sulfur Diesel

284 Eastern Avenue • P.O. Box 6069 • Chelsea, Massachusetts 02150

Phone: (617) 884-7800 • Fax: (617) 884-7638 • Toll Free: 1-800-289-2875

Email: support@burkeoil.com • Website: www.burkeoil.com

CALL TOLL FREE
1-800-BUY-BURKE
1-800-289-2875

FLEETLINE
LUBRICANTS

Letter of Agreement – Amendment #2

Agreement Dated October 2, 2007

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

Department: Department of Administrative and Financial Services
Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, ME 04333-0077

Agreement dated 10/2/2007, between Dennis K. Burke, Inc. and Agency named above, is hereby amended as follows:

1. The Scope of Work is modified to add: The vendor will extend same terms to other governmental units where available. Local government units to approach vendor separately to finalize terms by calling Joe Cote at 617-828-6987. (Municipalities using smaller tanks may incur a higher transport charge than indicated below).
2. The Term of the Agreement will end on September 30, 2009 and may be extended for up to one additional year with the mutual agreement of the parties.
3. Lock-in price for months Sept – March are stated below for #2 and B5 heating fuel. Transport charges will range from .0336 to .10, please see attached matrix for details. The vendor agrees to roll over any unused gallons into the next contract period which the State is obligated to use at no additional expense to the State.

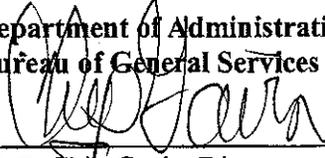
MONTH	NYMEX	FUEL	COMMENT	MARKUP	TOTAL
• September 2008	3.2382	#2	.06 extra for B5	.19	3.4282
• October 2008	3.2675	#2	.06 extra for B5	.19	3.4575
• November 2008	3.3085	#2	.06 extra for B5	.19	3.4985
• December 2008	3.3450	#2	.06 extra for B5	.19	3.5350
• January 2009	3.3750	#2	.06 extra for B5	.19	3.5650
• February 2009	3.3950	#2	.06 extra for B5	.19	3.5850
• March 2009	3.3890	#2	.06 extra for B5	.19	3.5790

4. Projected gallons of fuel oil for Sept thru March will be 1,523,500 for #2 and 569,640 for B5. Any purchase of oil outside of the projected amount Sept through March will revert back to charges specified on the original contract.

- 5. All other terms and conditions of the original Agreement shall remain in effect. The Department and the Vendor, by their duly authorized representatives, have executed this amendment to the said original agreement on this 30th day of June, 2008.

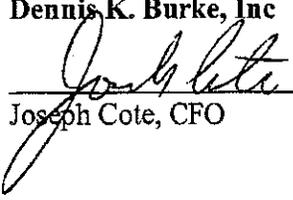
**Department of Administrative and Financial Services
Bureau of General Services**

By:


M. F. Gavin, Director
and

Dennis K. Burke, Inc

By:

 8/7/08
Joseph Cote, CFO

Letter of Agreement – Amendment #1

Agreement Dated October 2, 2007

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

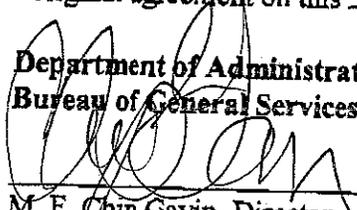
Department: Department of Administrative and Financial Services
Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, ME 04333-0077

Agreement dated 10/2/2007, between Dennis K. Burke, Inc. and Agency named above, is hereby amended as follows:

1. The Scope of Work is modified to add: The vendor will extend same terms to other governmental units where available. Local government units to approach vendor separately to finalize terms.
2. The Term of the Agreement will end on September 30, 2009 and may be extended for up to one additional year with the mutual agreement of the parties.
3. Lock-in price option markup over NYMEX is 19 cents. Example if NYMEX is 3.9881 agency costs would be 4.1781 plus applicable transport charges stated for specific facilities and any taxes or fees not exempt to the governmental unit.
4. All other terms and conditions of the original Agreement shall remain in effect. The Department and the Vendor, by their duly authorized representatives, have executed this amendment to the said original agreement on this 30th day of June, 2008.

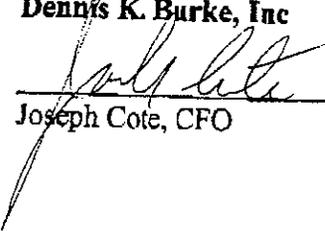
**Department of Administrative and Financial Services
Bureau of General Services**

By:


M. F. Chip Gavin, Director
and

Dennis K. Burke, Inc

By:


Joseph Cote, CFO

6/30/08

Various Fuels (Dennis K. Burke, Inc.)

Contract Reference Number
(show the Number or "N/A")

**State of Maine
Bureau of General Services,
Division of Purchases
Contract for Various Fuels**

Contract Issued by:

State of Maine
Department of Administrative and Financial Services
Bureau of General Services
Division of Purchases
9 State House Station
Augusta, ME 04333-0077
Tel: (207) 624-7334
Fax: (207) 287-6578
Contact Person: Terry L. Demerchant
E-mail: Terry.L.Demerchant@maine.gov

Accepting for the State of Maine
Bette M. Lamoreau
Date: 10/2/07

Contractor Information:

Dennis K. Burke, Inc.)
284 Eastern Ave
Chelsea, MA 02150
Joseph Cote
(800) 289-2875
(617) 884-7838
Jcote@burkeoil.com

Accepting for Contractor
Joseph Cote
Date: 10/2/07

Contract Term:

Start Date: October 1, 2007. End Date: September 30, 2008

NOTE: This Contract is may be extended for up to an additional two years with the mutual agreement of the parties.

Prior Document Reference

This Contract is the result of a Request for Proposals, dated 20 August 2007, issued by Competitive Energy Services, LLC on behalf of the State of Maine, Bureau of General Services, Division of Purchases.

Description of Commodity and/or Service

Product to be Delivered	Specified in Rider A
Prices for Delivered Product	Specified in Rider A
Delivery Schedule	Specified in Rider A

Commodity Price Lock-In

Jc BMZ

Various Fuels (Dennis K. Burke, Inc.)Contract Reference Number
(show the Number or "N/A")

The State has the option, in its sole discretion, to lock-in the price of the commodity for delivery during any calendar month during the term of this Contract. To exercise this option, the State must provide written Notice to the Contractor no later than the 15th day of the month prior to the month for which it seeks to lock-in a price. Such Notice shall specify:

1. The Calendar Month
2. The target price or "at the market" (in \$/gallon) at the index point, which is NYMEX, hereinafter referred to as the "Commodity Price".
3. The volume of commodity (in gallons) to be locked-in ("Volume")

Contractor will use its best efforts to execute each Notice.

Upon execution of any Notice, the delivered price for the Volume of commodity in the Notice will be computed as the sum of (a) the Commodity Price, (b) the Mark-up and (c) the Margin-Over-Rack, where the Mark-up is: *19 Cents*

ENTER MARK-UP ~~8 cents~~ *19 Cents* per gallon

Any amounts delivered during each month in which a Notice is executed in excess of the Volume will be purchased under the general terms of this Contract. Any amounts delivered during each month in which a Notice is executed short of the Volume will be settled based on the difference between the Rack Price and the sum of the Commodity Price plus the Mark-up, which amount shall be owed by or credited to the State.

Statewide Locations

Various statewide delivery locations as identified in the Request for Proposals and on the accompanying spreadsheet. NOTE: During the Contract Term, other State Agencies may want to be included in this contract.

Ordering, Delivery and Invoicing

See Rider A.

Please note that individual State of Maine departments must be set up as separate accounts. Each account may have multiple locations for which the department is responsible. Detailed invoicing must be provided by Department, by location. Invoices should be sent to addresses listed on the spreadsheet provided as Rider B to this Contract.

Quarterly Reporting

The Contractor will provide the Division of Purchases with a quarterly summary report including contract year to date totals of actual deliveries made to all accounts during the previous quarter. Reports are due 15 days after the end of each quarter, on January 15, April 15, July 15 and October 15.

General Terms and Conditions

1. **PAYMENT:** The Contractor and State of Maine agree to Net: 30 days. Prices are F.O.B. Destination. Payment may be made by check or electronic funds transfer.
2. **WARRANTY:** Contractor warrants:
 - a. That all material and services to be supplied by it under this Contract are fit and sufficient for the purpose intended; and
 - b. That all material and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by Purchases; and
 - c. That such materials are merchantable, good quality and free from defects whether patent or latent in material and workmanship; and
 - d. That all workmanship, materials and articles to be provided are of the best grade and quality; and
 - e. That it has good and clear title to all materials to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Jc BMX

Various Fuels (Dennis K. Burke, Inc.)

Contract Reference Number
(show the Number or "N/A")

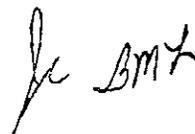
3. **TAXES:** Contractor agrees that, unless otherwise indicated in the contract, the prices herein do not include federal, state or local sales or use tax from which an exemption is available for purposes of this contract. Contractor agrees to accept and use tax exemption certificates when supplied by Purchases, as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify Purchases and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the State of Maine.
4. **ALTERATIONS:** Purchases reserves the right to increase or decrease all or any portion of the work and the materials required to be provided by the bidding documents or this Contract, or to eliminate all or any portion of such work or materials or to change delivery date hereon without violating this Contract. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing materials under this Contract because of the inability of the parties to agree on an adjustment or adjustments.
5. **DEFAULT:** The Division of Purchases may terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. The Contractor fails to make delivery of materials, or to perform services within the time or times specified herein; or
 - b. The Contractor fails to deliver specified materials or services; or
 - c. The Contractor fails to perform any of the provisions of this Contract; or
 - d. The Contractor so fails to make progress as to endanger the performance of this Contract in accordance with its terms; or
 - e. The Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that Purchases terminates this Contract in whole or in part pursuant to this paragraph, it may procure materials and services similar to those so terminated upon such terms and in such manner as it deems appropriate, and Contractor shall be liable to Purchases for any excess cost of such similar materials or services.
6. **DEBARMENT AND SUSPENSION:** The Contractor has completed a Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions. The form is available at the Division of Purchases website, <http://www.maine.gov/purchases/forms/index.html>. A copy should be secured, completed and submitted with an executed copy of this contract.
7. **INTERPRETATION:** This Contract shall be governed by the laws of the State of Maine as to interpretation and performance. The Contractor agrees to personal jurisdiction in the State of Maine.
8. **DISPUTES:** Purchases will decide any and all questions, which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. Purchases will decide all questions, which may arise as to the interpretation of the terms of this Contract and the fulfillment of this Contract on the part of the contractor.
9. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this contract without Purchases' prior written consent. No subcontract or transfer of this Contract shall in any case release the Contractor of its obligations and liabilities under this Contract.
10. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, the Division of Purchases, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, materials, articles, or supplies in connection with

Various Fuels (Dennis K. Burke, Inc.)Contract Reference Number
(show the Number or "N/A")

the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

11. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this Contract, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, Purchases shall have the absolute right to annul this Contract or, in its discretion, to deduct from the price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. WAIVER: The failure of Purchases to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.
13. By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly has occurred in connection with any contract awarded by the State of Maine.



Various Fuels (Dennis K. Burke, Inc.)Contract Reference Number
(show the Number or "N/A")**RIDER A**

1. **Product** The product to be delivered is specified below or on the attached schedule.
2. **Prices** The price for all deliveries will be "Margin-Over-Rack" or other, as indicated. The "Rack Price" will be set equal to the closing Rack Price for either Portland or Bangor, depending on the location of the facility, on the date of delivery as reported by OPIS. The Margins-Over-Rack for each facility are shown on the attached schedule. Accordingly, the delivered price per gallon at each facility is equal to the sum of the Rack Price plus the Margin-Over-Rack.
3. **Delivery Schedule** Unless otherwise specified below, Contractor is responsible for ensuring that an adequate amount of Product is available at each of the facilities throughout the term of the contract and for arranging all deliveries as required.

Exceptions:

- All deliveries to the Cross Office Building must be made during the hours of 5:00 PM and 6:00 AM, Monday through Friday or at any time on weekends, and must be made with a tanker truck no larger than 4,000 gallons. This is necessary to accommodate traffic and parking in the vicinity of the tank and access to the tank.
- All deliveries to DOT facilities will be made between 7:00 am and 3:30 unless otherwise arranged, and a delivery slip will be left at the DOT facility receiving the fuel.
- Product must be BIO B5 MIX heating fuel, must meet ASTM D6751-03 standard and any Federal rules and regulations and must be a certified product.
- #2 Heating Oil used to mix with Bio Fuel to yield B5 must have sulfur content no greater than 0.35%.
- Bio Fuel must be delivered already blended, with quality checked and certified by the supplier.
- Unleaded fuel will have an 87 octane rating.
- The final blended fuel should have a required set of specified cold weather handling characteristics. The tank location for the Cross Office Building is in a vault and maintains a temperature level on average of 50 degrees F, though it may be colder during the winter months.

Je BMZ

Various Fuels (Dennis K. Burke, Inc.)

Contract Reference Number
(show the Number or "N/A")

Prices

State Facilities plus DVEIM

CUSTOMER	SPECIFIC LOCATION	QUANTITY (GAL)	UNIT	#2 Heating Oil	MARGIN		Additional Fuel	Specs	B-5 OVER RACK	MARGIN OVER RACK
					Price (\$/gallon)	Price (\$/gallon)				
Augusta	Labor Building- 19 Union St	04330	1	10,000	Portland	0.038				0.062
	DHHS 221 State Street	04330	1	15,000	Portland	0.039				0.062
	East Side Boiler Rm 4 Blossom Lane	04330	2	40,000	Portland	0.036	0.50% Sulfur			0.078
	Service Bldg-15 Columbia St.	04330	1	8,000	Portland	0.049				0.093
	BIS/MRS 28 Edison Drive	04330	1	10,000	Portland	0.039				0.062
	Riverview	04330	1	10,000	Portland	0.036		0.50% Sulfur		0.078
	Cross Building	04330	2	25,000	Portland	n/a		0.35% Sulfur		0.068
	194 Winthrop St.	04330	1	8,000	Portland	0.049				
	194 Winthrop St	04330	1	6,000	Portland	0.073				
Falmouth	Baxter Sch ft Deaf Mackworth Island	04105	1	10,000	Portland	0.038				
Hallowell	BABLO 10 Water St	04347	1	15,000	Portland	0.023				0.063
Lewiston	Hallowell Cntl Heat Plant-6 Beech St	04347	1	15,000	Portland	0.044				0.088
Portland	55 Alfred A. Picoude Parkway	04240	1	5,000	Portland	0.043				0.083
Sanford	772 Stevens Ave	04103	1	10,000	Portland	0.069				
Vassalboro	88 William Oscar Emery Drive	04073	1	5,000	Portland	0.023				
Warren	Criminal Jus.Academy (C)15 Oak Grove Rd	04989	1	8,000	Portland	0.069				
Westbrook	Maine State Prison	04864	2	20,000	Bangor	0.053				0.093
	120 Stroudwater Ave	04092	1	5,000	Portland	0.043	0.30% Sulfur			0.088

Note: Margin-Over-Rack for B-5 Blend is specified in last column, and is available at option of the State.
 Note: Margin-Over Rack Prices do not include any applicable state or federal taxes or fees, which will be added to the delivered prices.

[Handwritten signature]
[Handwritten initials BMY]

Various Fuels (Dennis K. Burke, Inc.)

Contract Reference Number
(show the Number or "N/A")

RIDER B: Billing Addresses and Contact Persons for each facility:

Location	Contact Information	Billing Address
Dept of Labor Building, 19 Union St		
DHHS, 221 State Street	Rick Buote 287-4155	PMD
East Side Boiler Rm, 4 Blossom Lane	Rick Buote 287-4155	PMD
Service Bldg, 15 Columbia St	Rick Buote 287-4155	PMD
BIS/MRS 28 Edison Drive	Rick Buote 287-4155	PMD
Riverview Psychiatric Center	Leah Dickey 824-9705	BIS
	Rick Levesque 824-3920	RPH
Baxter School, Mackworth Island		
	J. Woodcock 781-3165	BXT
BABLO, 10 Weber St		
Hallowell Central Heat Plant, 6 Beech St	Rick Buote 287-4155	PMD
	Rick Buote 287-4155	PMD
Maine State Prison	Shawneen 287-5336	MSP

Property Management Division
76 State House Station
Augusta, ME 04333-0078
PMD

Baxter School For the Deaf
Mackworth Island
Falmouth, Maine 04105
BXT

BIS/MRS
26 Edison Drive
Augusta, Maine 04330
BIS

Riverview Psychiatric Center
280 Arsenal Street
Augusta, Maine 04332-0011
RPH

Maine State Prison
Bolduc Facility
516 Cushing Rd.
Warren, Maine 04554
MSP

Various Fuels (Dennis K. Burke, Inc.)

Contract Reference Number
(show the Number or "N/A")

For DOT facilities:

All invoices will be mailed AND either faxed or e-mailed to Fleet Service in Augusta with-in 36 hours of delivery. Fax: 207-287-2543
E-mail: wfe.allen@maine.gov and kelly.j.fong@maine.gov.

11/11

10-02-2007

03:09:20 p.m.

DENNIS K BURKE INC

K BMZ

6178847638