

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 10/24/13**Expiration Date:** 01/31/19**Master Agreement Description:** Bulk Gas/Diesel Vehicle Fuel for MDOT & Me Veterans Cemetery**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Issuer Information

JESSICA GLIDDEN 207-287-2677 ext. jessica.glidden@maine.gov

Requestor Information

David Mealey 207-624-8262 ext. david.mealey@maine.gov

Authorized Departments17D MOTOR TRANSPORT
15A DEFENSE VETERANS & EMERG MGMT**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

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 1

Commodity Code: 40509

Commodity Description: Bulk Diesel/Gas Vehicle Fuel for Maine MDOT Vehicles

Commodity Specifications:

Commodity Extended Description: New lock in price for 2015/2016 season is \$2.14 Diesel and \$1.89 for Gasoline

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 10/24/13	Service End Date 01/31/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 2

Commodity Code: 40509

Commodity Description: Bulk Diesel/Gas Vehicle Fuel for Maine Vet. Cemetery Vehicle

Commodity Specifications:

Commodity Extended Description: New lock in price for 2015/2016 season is \$2.14 Diesel and \$1.89 for Gasoline

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 10/24/13	Service End Date 01/31/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30



SALES AGREEMENT CONFIRMATION

This will confirm the proposal of October 28, 2015 between seller and buyer in which the following agreement was reached.

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

Buyer: State of Maine Attention: David Mealey
Phone: (207)287-3011 Address: 66 Industrial Drive, Augusta, ME 04333
Fax/Email: david.mealey@maine.gov

Product: Regular Gasoline 7.8/9.0/RFG **Delivery:**

<u>Gallons (Gross)</u>	<u>Price (\$/Gallon)</u>	<u>Date (Month/Day/Year)</u>
500,000	\$1.89	October 28, 2015 – Until Done

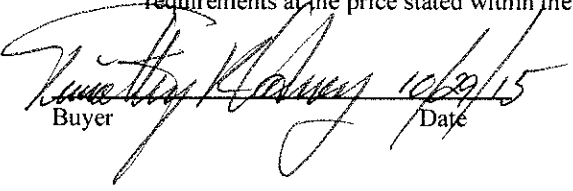
Terms: Net 30 days *****Price Includes Delivery & Excludes Taxes*****
Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

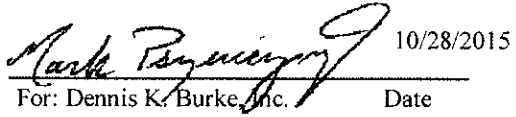
Special Conditions:
Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

We appreciate the opportunity to conclude this transaction with your company. By signing this agreement and returning it to us you are confirming that you have the authority to bind your company to this agreement.

- Gallon requirement: Seller agrees to provide a maximum of 500,000 gallons of Regular Gasoline at a price of \$1.89 and Buyer agrees to purchase a minimum of 500,000 gallons of Regular Gasoline at a price of \$1.89. Seller agrees to provide a minimum of 500,000 gallons of Regular Gasoline at a price of \$1.89 and Buyer agrees to purchase a minimum of 500,000 gallons of Regular Gasoline at a price of \$1.89.
- Date Range: The term of the Agreement shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated on the Sales Agreement shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within the Agreement beyond the date range indicated in the Agreement, if necessary.


Buyer _____ Date 10/29/15


For: Dennis K. Burke, Inc. _____ Date 10/28/2015

Please sign and fax back to: (617) 226-4569

Locked

Location	Tank Size	Product	FY14	FY14	Estimated Ave Size Delivery
			Estimated Diesel Gals	Estimated Unleaded Gals	
Alfred	6000	diesel	24000		3000
Amity			5000		
Athens	4000	diesel	24000		1800
Augusta-Capitol Str	10000	diesel	36000		5000
Augusta-Capitol Str Tank 2	10000	unleaded		100000	5000
Augusta-Capitol Str Tank 21	10000	unleaded		50000	5000
Augusta-Columbia Str	4000	unleaded		62000	2000
Aurora	4000	diesel	12000		1800
Avon	4000	diesel	6000		1800
Baileyville	6000	diesel	24000		3000
Bangor	10000	diesel	70000		5000
Bangor	10000	unleaded		42000	5000
Bar Harbor	4000	diesel	18000		1800
Beddington	4000	diesel	5000		1800
Belgrade AST	6000	diesel	7000		3000
Bethel	10000	diesel	28000		5000
Bridgton	6000	diesel	20000		3000
Canaan	6000	diesel	6000		3000
Canton	4000	diesel	2000		1800
Charleston	4000	diesel	16000		1800
Cherryfield	6000	diesel	18000		3000
Dallas	4000	diesel	36000		1800
Danville	4000	diesel	18000		1800
Dixfield	6000	diesel	42000		3000
Dixfield	6000	unleaded		42000	3000
Edgecomb	6000	diesel	36000		3000
Eustis AST	10000	diesel	12000		3000
Fairbanks	6000	diesel	24000		3000
Fairfield	10000	diesel	65000		5000
Fairfield	10000	unleaded		36000	5000
Freeport	6000	diesel	30000		3000
Fryeburg - AST	6000	diesel	30000		3000
Gorham	6000	diesel	5000		3000
Gray	6000	diesel	18000		3000
Gray	6000	unleaded		15000	3000
Jonesboro	6000	diesel	18000		3000
Kingfield	4000	diesel	12000		1800
Knox	10000	diesel	35000		5000
Lyman	2500	diesel	2000		1000
Mercer	6000	diesel	10000		3000
Milo	4000	diesel	15000		1500
Montville	4000	diesel	15000		1500
Moscow	4000	diesel	8000		1500
North Augusta	10000	diesel	20000		5000
North Berwick	4000	diesel	15000		1500
North Jay AST	4000	diesel	15000		1500
Northport	6000	diesel	10000		3000

Orland	6000	diesel	24000		3000
Pembroke	4000	diesel	25000		1800
Poland	6000	diesel	18000		3000
Randolph	4000	diesel	26000		1500
Richmond	6000	diesel	30000		3000
Rockwood	2500	diesel	10000		1000
Scarboro	6000	diesel	38000		3000
Scarboro	6000	unleaded		27000	3000
Searsport	6000	diesel	21000		3000
Sedgwick	4000	diesel	18000		1800
Skowhegan	4000	diesel	6000		1500
Solon	4000	diesel	25000		1800
South Berwick	4000	diesel	2500		2500
South China	6000	diesel	50000		3000
South Paris	6000	diesel	24000		3000
Standish	4000	diesel	30000		1800
Stratton	2500	diesel	2000		1000
Topsfield	4000	diesel	22000		1500
Topsham (Maintenance Dr)	8000	diesel	60000		4000
Topsham (Maintenance Dr)	4000	unleaded		87500	2000
Waldoboro	6000	diesel	25000		3000
Washington	6000	diesel	40000		3000
Washington	6000	unleaded		20000	3000
Wesley	4000	diesel	6000		1800
West Forks	10000	diesel	10000		5000
West Gardiner	6000	diesel	12000		3000
Winthrop	10000	diesel	25000		5000
Woodland	4000	diesel	18000		1800
Yarmouth	6000	diesel	25000		3000
York	6000	diesel	12000		3000

**MaineDOT Specifications
For Diesel and Gasoline**

COMMODITY ITEMS: Diesel Fuel, Regular Unleaded Gasoline

CONTRACT PERIOD: From date of award through Oct 31, 2014

SCOPE: The Division of Purchases is soliciting quotations to contract a portion of the normal requirements of the Department of Transportation's requirement for diesel fuel and gasoline as per the attached specifications. Contracts will be awarded on a product per town basis for each type of fuel required. Bidders may submit quotations for one or more fuel types within a single town and quote as many towns statewide as desired, provided separate quotations are submitted for each fuel type in each town being quoted. Diesel Fuel - requesting quotes for both Diesel & Bio-Diesel Fuel – the agency will make the decision on which type of fuel they want to go with at the time of the award.

QUOTES/AWARD:

Pricing for all deliveries under the resulting contract will be based on a Margin-Over-Rack price, where available, or other type of pricing structure depending on the specific Fuel, as defined below. The submitted Price Quotation Response Form will be the official record of your bid and will be the price used when contracts are developed and awarded. Additional costs proposed after the award of the bid and before contract is signed will not be allowed and will result in forfeiture of the award.

AN INDIVIDUAL PRICE QUOTATION RESPONSE FORM MUST BE FILLED OUT FOR EACH PRODUCT PER TOWN BEING QUOTED.

At any time during the contract period, the State reserves the right to negotiate a lock in price when it is advantageous to do so. The State reserves the right to use up any and all pre-bought gallons regardless of how long it takes to use them. If the State depletes the pre-bought gallons before the contract ending date then the contract reverts back to the total fixed margin price per gallon as specified on your bid submission.

EXTENSION CLAUSE: The State Director of the Division of Purchases reserves the right to extend a contract beyond the indicated expiration date with the mutual consent of the contractor.

DELIVERY: Deliveries are to be made **within 48 hours** of placing the order. **Unless prior arrangements are made** deliveries are to be made during normal working hours, Monday through Friday between 7:00 am and 3:30 unless otherwise arranged. Whenever possible deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of Maine, Department of Weights and Measures, and stamped with quantities, location, time (A.M/P.M.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed when possible by both the driver and a person from the receiving facility, should be left at the location receiving the fuel.

**MaineDOT Specifications
For Diesel and Gasoline**

The Contractor shall FAX to the number below or email to the people below, as shown under invoicing section, delivery slips within 24 to 36 hours after the delivery. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Dealers must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

INVOICING: An invoice for delivery must be mailed, and emailed or FAXED to:

Maine Department of Transportation
Fleet Services
ATTN: Fuel Services
26 State House Station
Augusta, ME 04333-0026

E-mail: WJE.Allen@maine.gov and luke.hopkins@maine.gov

FAXED to 207-287-2543

All invoices will include the purchases Master Agreement (Contract) number.

All invoices **MUST** be submitted within **36** hours of delivery. Only original invoices will be paid. Statements will not be accepted for payment. There will be one invoice with delivery ticket # to be paid for each delivery.

A daily OPIS report emailed by the contracted vendor documenting the rack price is also required.

ORDERING PROCEDURE: The Contractor will receive telephone or email orders from the Fuel Services Office in Augusta under this contract. The Contractor will not act on orders received from any other source. If we provide a PO number it **MUST** be stated on the invoice.

GENERAL: This agreement shall not preclude the Department from adjusting or redistributing fuel from facility to facility; region to region; or from purchasing fuel for its facilities from any dealer to fulfill its operational needs. If any dealer is unable to deliver within the 48-hour time frame, a call must be made to the Fuel Services Office at (207) 287-4413 or 207-287-6978. Failure to do so may result in cancellation of contract. This agreement may also be terminated at any time by the Department based on poor performance and/or delivery of poor product by the dealer or by mutual agreement between the Department and the Dealer.

Delivery of any fuel that is less than the specification required may result in cancellation of the contract.

**MaineDOT Specifications
For Diesel and Gasoline**

Blended fuels will be paid for as a composite of the rack price for each product required for the blend.

Percentage of blend for blended fuels must be specified on the delivery ticket at the time of delivery.

The Department may spot test any product supplied to verify quality.

QUANTITIES: Estimated quantities supplied with this request are a 12 month usage - this is an estimated usage and may be more or less.

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 February 15, May 15, August 15 and November 15.

QUESTIONS: IF YOU HAVE A QUESTION REGARDING THIS RFQ, YOU MUST SUBMIT YOUR QUESTIONS THRU THE QUESTION AND ANSWER LINK ON THE SOLICITATION DETAILS VIEW PAGE. YOUR ANSWER WILL APPEAR THERE AS WELL. IT IS THE VENDOR'S RESPONSIBILITY TO LOG IN TO VIEW ALL QUESTIONS AND ANSWERS POSTED THERE. QUESTIONS AND ANSWERS OBTAINED ANY OTHER WAY WILL NOT BE VALID FOR THIS RFQ.

**MaineDOT Specifications
For Diesel and Gasoline**

TECHNICAL SPECIFICATIONS

ULTRA LOW SULFUR DIESEL FUEL 15PPM

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml.

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature according to A.S.T.M. D975 as a minimum.

Percentage blend of winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product shall exhibit good filterability and shall be essentially free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**MaineDOT Specifications
For Diesel and Gasoline**

**PRICE QUOTATION RESPONSE FORM
DIESEL FUEL**

TOWN(S) Attached

Name of Company: DennisK Burke Inc Phone: 617-889-7800

Address: 284 Eastern Ave Chelsea MA 02150

OPIS Rack Location Ponthe

Date of Quote [DATE] 10/17/2013

OPIS Rack price per gallon \$ 3.1856

Mark-up Price per gallon + \$ _____

Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$ _____ + \$ _____

Total Delivered Price = \$ _____

Lock in Price as of [DATE] \$ _____

The undersigned is authorized by the above named company to submit this price quote and agrees to abide by the guidelines outlined in the request for price quotation.

Signed: J. Cote Date: 10/18/2013

Title: CFO

Email address: J.cote@Bunkeoil

**MaineDOT Specifications
For Diesel and Gasoline**

TECHNICAL SPECIFICATIONS

BIO-DIESEL FUEL – SOY BASED

B20 summer blend, B5 winter blend. All Bio-diesel supplies shall meet ASTM D6751-07B, virgin soy based and be supplied by a documented BQ9000 supplier. Fuel must be blended before delivery.

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml.

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature according to A.S.T.M. D975 as a minimum.

Percentage blend of winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product shall exhibit good filterability and shall be essentially free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**MaineDOT Specifications
For Diesel and Gasoline**

**PRICE QUOTATION RESPONSE FORM
BIO-DIESEL FUEL**

TOWN(S) Attached

Name of Company: Dennis K. Bunko Inc Phone: 617 884-7800

Address: 284 Eastern Ave Chelsea MA 02150

OPIS Rack Location Pontiac

Date of Quote [DATE] 10/17/2013

OPIS Rack price per gallon \$ 3.2315

Mark-up Price per gallon + \$ _____

Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$ _____ + \$ _____

Total Delivered Price = \$ _____

Lock in Price as of [DATE] \$ _____

The undersigned is authorized by the above named company to submit this price quote and agrees to abide by the guidelines outlined in the request for price quotation.

Signed: J. Cote Date: 10/18/2013

Title: CFO

Email address: J.cote @ BunkoOil.com

**MaineDOT Specifications
For Diesel and Gasoline**

TECHNICAL SPECIFICATIONS

UNLEADED GASOLINE FUEL

Octane	87.0 minimum
Sulfur	0.10 maximum
Gum, existent	5 maximum mg/100 ml.
Lead content	0.050 maximum Gms. PB/Gal.

Seasonally and geographically adjusted to meet the most current ASTM standards of ASTM D431 as a minimum. In addition to the listed requirement, the product shall exhibit good filterability and shall be essentially free of all foreign contaminants including but not limited to soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

MaineDOT Specifications
For Diesel and Gasoline

PRICE QUOTATION RESPONSE FORM
UN-LEADED GASOLINE FUEL

TOWN(S) Attached

Name of Company: Dennis K. Burke, Inc Phone: 617-889-7800

Address: 284 Eastern Ave Chelsea MA 02150

OPIS Rack Location Portno

Date of Quote [DATE] 10/17/2013

OPIS Rack price per gallon \$ 2.7626

Mark-up Price per gallon + \$ _____

Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$ _____ + \$ _____

Total Delivered Price = \$ _____

Lock in Price as of [DATE] 10/18/2013 \$ _____

The undersigned is authorized by the above named company to submit this price quote and agrees to abide by the guidelines outlined in the request for price quotation.

Signed: J. Cok Date: 10/18/2013

Title: CFO

Email address: J.cok@burkeoil.com