

MODIFICATION

State of Maine



Master Agreement

Effective Date: 05/08/19

Expiration Date: 05/07/20

Master Agreement Description: Bulk Unleaded Vehicle Fuel for Various State Agencies

Buyer Information

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

Issuer Information

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

Requestor Information

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

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000001709

Vendor Name

DENNIS K BURKE INC.

Alias/DBA

Vendor Address Information

P.O. Box 3639

Boston, MA 02241-3639

US

Vendor Contact Information

Joe Cote

800-289-2875 ext.

joe.cote@burkeoil.com

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 1

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine DOT

Commodity Specifications: As per the specifications attached made part of this RFQ. Locked in price of \$2.285 for 175,000 gallons for all locations Statewide. Will revert back to Fixed Margin Price of \$0.198 per gallon over OPIS Rack Daily Price after locked in gallons are used.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine DOT

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 05/08/19	Service End Date 05/07/20
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 3

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine State Prison

Commodity Specifications: As per the specifications attached made part of this RFQ. Locked in price of \$2.285 for 27,000 gallons. Will revert back to Fixed Margin Price of \$0.185 per gallon over OPIS Rack Daily Price after locked in gallons are used.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine State Prison

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 05/08/19	Service End Date 05/07/20
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 4

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine Veterans Cemetary

Commodity Specifications: As per the specifications attached made part of this RFQ. Locked in price of \$2.395 for 250 gallons. Will revert back to Fixed Margin Price of \$0.295 per gallon over OPIS Rack Daily Price after locked in gallons are used.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine Veterans Cemetary

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0		
Contract Amount	Service Start Date	Service End Date
\$0.00	05/08/19	05/07/20
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**

RFQ # 18P1903190000000000273

Bulk Gas/Diesel Vehicle Fuel for Various State Agencies

Quotations/Responses Due: 4/2/2019 not later than 4:00 p.m. local time

Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **Various State Agencies, Statewide** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B on page 11**

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Municipality Political Subdivision and School District Participation Certification (Page 12 of this document)**
- **Price Quotation Response Forms**
- **Product Data/Information Sheets**
- **SDS Sheets for all Types**

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	4/8/2019	4/7/2020
Renewal Period #1	4/8/2020	4/7/2021
Renewal Period #2	4/8/2021	4/7/2022
Renewal Period #3	4/8/2022	4/7/2023

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.

- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link:
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

6. Quotation Evaluation and Selection

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award

decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.

- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Authorized Signature:	Date:

Appendix B

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

DETAILED SPECIFICATIONS

RFQ # 18P19031900000000000273

Bulk Gas/Diesel Vehicle Fuel for Various State Agencies

Please see the individual specifications, locations, and estimated usage for each Agency attached in Vendor Self Service

For bid comparison purposes, all prices quoted shall be OPIS reported Rack price (Portland) and lock in price on the bid due date. (4/2/2019)

An OPIS report for an order is required to be emailed to the above contact(s) by the contracted vendor documenting the rack price that the invoice is based on. An OPIS report must also be supplied upon request if asked for by the using Agency or the Division of Procurement Services.

Appendix C

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

COST RESPONSE

RFQ # 18P19031900000000000273

Bulk Gas/Diesel Vehicle Fuel for Various State Agencies

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

Please download this document and all other documents to your desktop. Fill out the required sections of this document and the attached documents. Attach all to your response in VSS along with all other requested documents below. For your electronic response in VSS, please put “0” in all 4 price fields. Failure to do this may result in disqualification of your bid.

REQUESTED RETURNED DOCUMENTS:

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 12 of this document)
- **Price Quotation Response Forms**
- **Product Data/Information Sheets**
- **SDS Sheets for all Types**

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18P19031900000000000273

Bulk Gas/Diesel Vehicle Fuel for Various State Agencies

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

_____ Yes

_____ Yes, with conditions as follows:

_____ No

Name of Company:

Address:

Signature:

Date:



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of May 20, 2019 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	State of Maine - DOT	Attention:	Donny Crockett
Phone:	(207)287-8219	Address:	111 Sewall Street, Augusta, ME 04333
Fax/Email:	Donny.crockett@maine.gov	Contract Type:	DEL
Account:	0004057	NOTE:	

Product: **Unleaded Gasoline (87)**

FIXED

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
175,000	\$2.2850	May 20, 2019	Until Complete

VARIABLE

<u>Adder</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
.198	OPIS Maine Rack Average	Once Fixed Gallons are Used	May 19, 2020

Variable contract will apply once all Fixed gallons are consumed

TERMS: Net 30 Days

Delivery: Price Includes Delivery

Taxes: Price Does NOT Include 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:

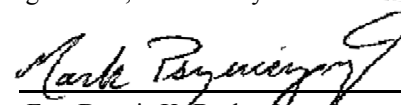
Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation 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 with the exception of the Buyer indemnifying Dennis K. Burke, Inc. from and against all losses, liabilities, claims, or damages.** 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.

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.


 _____ 5/21/2019
 Buyer Date


 _____ 5/21/2019
 For: Dennis K. Burke, Inc. Date

Please sign and e-mail back to: contracts@burkeoil.com

****Exception to the General Terms & Conditions****

BUYER shall NOT indemnify Dennis K. Burke, Inc. from and against all losses, liabilities, claims, damages (including without limitation; cost, expenses and attorney's fees in connection therewith) arising out of, or in connection with injury to, or death of, persons (including BUYER and employees of BUYER, and Dennis K. Burke, Inc. respectively), or injury to, or damage to property (including property of BUYER, Dennis K. Burke, Inc. and employees of either) occasioned by, or occurring in connection with, any acts of omissions of BUYER or BUYER's employees or agents.

**MaineDOT Specifications
For Diesel**

**PRICE QUOTATION RESPONSE FORM
DIESEL FUEL**

TOWN(S) ALL MDOT LOCATIONS STATEWIDE

Name of Company: Dennis K. Burke Inc. Phone: 1-800-289-2875
555 Constitution Drive
Address: Taunton, MA 02780

OPIS Rack Location **PORTLAND**

Date of Quote **4/17/2019 using 4/16/2019 OPIS Rack Average Pricing**

OPIS Rack price per gallon \$ 2.2061

Mark-up Price per gallon + \$.1962

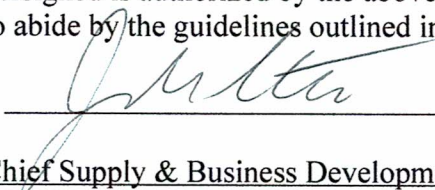
Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$.1962 + \$ 2.2061

Total Delivered Price = \$ 2.4023

Lock in Price as of [DATE] 4/17/19 \$ 2.5847

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:  Date: April 17, 2019

Title: Chief Supply & Business Development Officer

Email address: bids@burkeoil.com



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of May 22, 2019 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	Maine State Prison	Attention:	Donny Crockett
Phone:	(207)287-4379	Address:	111 Sewall Street, Augusta, ME 04333
Fax/Email:	Donny.crockett@maine.gov	Contract Type:	DEL
Account:	0004055	NOTE:	

Product: Unleaded Gasoline (87)

FIXED

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
27,000	\$2.2850	May 22, 2019	Until Complete

VARIABLE

<u>Adder</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
.185	OPIS Maine Rack Average	Once Fixed Gallons are Used	May 21, 2020

Variable contract will apply once all Fixed gallons are consumed

TERMS: Net 30 Days Delivery: Price Includes Delivery Taxes: Price Does NOT Include 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:

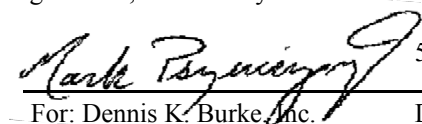
Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller’s control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation 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 with the exception of the Buyer indemnifying Dennis K. Burke, Inc. from and against all losses, liabilities, claims, or damages.** 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.

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 5/22/2019


For: Dennis K. Burke, Inc. _____ Date 5/22/2019

Please sign and e-mail back to: contracts@burkeoil.com

**Maine State Prison Specifications
For Diesel and Gasoline**

**PRICE QUOTATION RESPONSE FORM
UNLEADED GASOLINE**

Name of Company: Dennis K. Burke Inc. Phone: 1-800-289-2875

Address: 555 Constitution Drive, Taunton, MA 02780

OPIS Rack Location **PORTLAND**

Date of Quote [DATE] 4/1/19

OPIS Rack price per gallon \$ 1.8950

Mark-up Price per gallon + \$.185

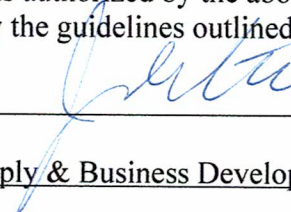
Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$.185 + \$ 1.8950

Total Delivered Price = \$ 2.0800

Lock in Price as of [DATE] 4/2/2019 \$ 2.0700

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:  Date: April 2, 2019

Title: Chief Supply & Business Development Officer

Email address: bids@burkeoil.com

****Exception to the General Terms & Conditions****

BUYER shall NOT indemnify Dennis K. Burke, Inc. from and against all losses, liabilities, claims, damages (including without limitation; cost, expenses and attorney's fees in connection therewith) arising out of, or in connection with injury to, or death of, persons (including BUYER and employees of BUYER, and Dennis K. Burke, Inc. respectively), or injury to, or damage to property (including property of BUYER, Dennis K. Burke, Inc. and employees of either) occasioned by, or occurring in connection with, any acts of omissions of BUYER or BUYER's employees or agents.



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of May 21, 2019 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	State of Maine – Veterans Cemetery	Attention:	Donny Crockett
Phone:	(207)626-4467	Address:	111 Sewall Street, Augusta, ME 04333
Fax/Email:	Donny.crockett@maine.gov	Contract Type:	DEL
Account:	0004109	NOTE:	

Product: Unleaded Gasoline (87)

FIXED

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
250	\$2.3950	May 21, 2019	Until Complete

VARIABLE

<u>Adder</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
.295	OPIS Maine Rack Average	Once Fixed Gallons are Used	May 20, 2020

Variable contract will apply once all Fixed gallons are consumed

TERMS: Net 30 Days

Delivery: Price Includes Delivery

Taxes: Price Does NOT Include 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:

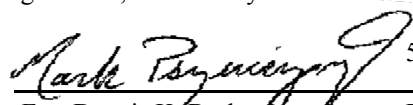
Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller’s control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation 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 with the exception of the Buyer indemnifying Dennis K. Burke, Inc. from and against all losses, liabilities, claims, or damages.** 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.

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 _____ 5/21/2019
Date


For: Dennis K. Burke, Inc. _____ 5/21/2019
Date

Please sign and e-mail back to: contracts@burkeoil.com

****Exception to the General Terms & Conditions****

BUYER shall NOT indemnify Dennis K. Burke, Inc. from and against all losses, liabilities, claims, damages (including without limitation; cost, expenses and attorney's fees in connection therewith) arising out of, or in connection with injury to, or death of, persons (including BUYER and employees of BUYER, and Dennis K. Burke, Inc. respectively), or injury to, or damage to property (including property of BUYER, Dennis K. Burke, Inc. and employees of either) occasioned by, or occurring in connection with, any acts of omissions of BUYER or BUYER's employees or agents.

**MAINE VETERANS' MEMORIAL CEMETERY
For Diesel and Gasoline**

**PRICE QUOTATION RESPONSE FORM
UNLEADED GASOLINE**

Name of Company: Dennis K. Burke Inc. Phone: 1-800-289-2875

Address: 555 Constitution Drive, Taunton, MA 02780

OPIS Rack Location **PORTLAND**

Date of Quote [DATE] 4/1/19

OPIS Rack price per gallon \$ 1.8950

Mark-up Price per gallon + \$.295

Transportation cost per gallon + \$ 0

Total fixed margin price per gallon = \$.295 + \$ 1.8950

Total Delivered Price = \$ 2.1900

Lock in Price as of [DATE] 4/2/2019 \$ 2.1700

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:  Date: April 2, 2019

Title: Chief Supply & Business Development Officer

Email address: bids@burkeoil.com