

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
United States

# CONTRACT



**Vendor ID 0000289074**  
**Dennis K. Burke, Inc**  
**PO Box 6069**  
**Chelsea MA 02150**  
**United States**

<b>Contract ID</b> 0000000000000000000032163	<b>Page</b> 1 of 5
<b>Contract Dates</b> 07/01/2016 to 06/30/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-DIESEL, #1 & #2 FUEL	<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
<b>Contract Status</b> Approved	

**Phone #: 617/884-7800**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		ULTRA LOW SULFUR DIESEL FUEL	GAL	0.01000	0.00	0.00
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ALL FUEL IS TO CONFORM TO ASTM D-975-10 WITH THE FOLLOWING REQUIREMENTS.  
CETANE RATING: 45 MINIMUM  
SULFUR CONTENT: 15 PARTS PER MILLION (ULTRA LOW SULFUR DIESEL, ULSD)  
FILTERABILITY: .05% WATER AND SEDIMENT MAXIMUM  
DYE: RED FOR TAX EXEMPT PER IRS RULES

DIESEL BLENDS: ANY LOCATION MAY REQUEST A SPECIFIC BLEND AT ANY TIME. ALL BLENDS WILL BE WITH NO. 1 ULTRA LOW SULFUR KEROSENE. THERE IS NO DEVIATION FROM THE SPECIFIED BLENDS. IF THE BLEND IS NOT SPECIFIED THE FOLLOWING WILL APPLY:

NOVEMBER 1 TO DECEMBER 15 - 70% DIESEL/30% KEROSENE  
DECEMBER 16 TO MARCH 1 - 50% DIESEL/50% KEROSENE  
MARCH 2 TO MARCH 31 - 70% DIESEL/30% KEROSENE  
APRIL 1 TO NOVEMBER 1 - 100% DIESEL

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE ALBANY, NEW YORK. ALL PRICING WILL BE BASED ON THURSDAY'S EDITION OF THE OIL PRICE INFORMATION SERVICE (OPIS) EACH WEEK, WHICH REFLECTS PRICING FOR THE FOLLOWING WEEK. THIS IS OBTAINED FROM AN AVERAGE OF THE LOW AND HIGH PRICES FOR THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE EACH FRIDAY ON THE OFFICE OF PURCHASING AND CONTRACTING WEB PAGE AT [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL)

OPIS DOES NOT PRODUCE REPORTS ON HOLIDAYS. IN THESE CASES THE WEDNESDAY OPIS REPORT WILL BE USED FOR THE INDEX.

INVOICING: ALL INVOICES MUST IDENTIFY THE BLEND DELIVERED AND WHEN FEASIBLE STATE "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

2		NO. 1 BURNING OIL (KEROSENE)	GAL	0.01000	0.00	0.00
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FUEL OILS. ASTM D396-06. OIL TO BE FURNISHED SHALL CONFORM TO THE DETAILED REQUIREMENTS FOR FUEL OILS, TABLE 1 TENTATIVE SPECIFICATION FOR FUEL OILS ASTM D396 LATEST REVISION FOR NO. 1 OIL.

FUEL OIL SULFUR CONTENT: IN COMPLIANCE WITH STATE AND FEDERAL AIR POLLUTION REQUIREMENTS COMMENCING ON JULY 1, 2014, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.05 PERCENT BY WEIGHT, AND COMMENCING ON JULY 1, 2018, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.0015 PERCENT BY WEIGHT (15 PPM).

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE IS THE ALBANY, NEW YORK. ALL PRICING WILL BE BASED ON THURSDAY'S EDITION OF THE OIL PRICE INFORMATION SERVICE (OPIS) EACH WEEK, WHICH REFLECTS PRICING FOR THE FOLLOWING WEEK. THIS IS OBTAINED FROM AN AVERAGE OF THE LOW AND HIGH PRICES FOR THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE EACH FRIDAY ON THE OFFICE OF PURCHASING AND CONTRACTING WEB PAGE AT [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL)

OPIS DOES NOT PRODUCE REPORTS ON HOLIDAYS. IN THESE CASES THE WEDNESDAY OPIS REPORT WILL BE USED FOR THE INDEX.

INVOICING: ALL INVOICES ARE TO CLEARLY STATE THE PRODUCT TYPE BEING PURCHASED.

3		NO. 2 FUEL OIL	GAL	0.01000	0.00	0.00
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FUEL OIL SULFUR CONTENT: IN COMPLIANCE WITH STATE AND FEDERAL AIR POLLUTION REQUIREMENTS COMMENCING ON JULY 1, 2014, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.05 PERCENT BY WEIGHT, AND COMMENCING ON JULY 1, 2018, THE SULFUR CONTENT OF NO. 2 AND LIGHTER DISTILLATE OILS PURCHASED SHALL NOT EXCEED 0.0015 PERCENT BY WEIGHT (15 PPM).

TO CONFORM TO THE REQUIREMENTS AS ABOVE BUT FOR NO.2 FUEL OIL AND IN ADDITION THE FOLLOWING REQUIREMENTS SHALL BE MET:

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<b>Contract Dates</b> 07/01/2016 to 06/30/2017	<b>Origin</b> CPS
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<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
<b>Contract Status</b> Approved	

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ASH CONTENT, MAXIMUM 0.02% BY WEIGHT  
COPPER STRIP CORROSION NO. 3  
CETANE NO. (MINIMUM) 40

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE FOR NO. 2 FUEL OIL IS ALBANY, NEW YORK. ALL PRICING WILL BE BASED ON THURSDAY'S EDITION OF THE OIL PRICE INFORMATION SERVICE (OPIS) EACH WEEK, WHICH REFLECTS PRICING FOR THE FOLLOWING WEEK. THIS IS OBTAINED FROM AN AVERAGE OF THE LOW AND HIGH PRICES FOR THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE EACH FRIDAY ON THE PURCHASING AND CONTRACT ADMINISTRATION WEB PAGE AT WWW.BGS.STATE.VT.US/FUEL/INDEX.HTM.

OPIS DOES NOT PRODUCE REPORTS ON HOLIDAYS. IN THESE CASES THE WEDNESDAY OPIS REPORT WILL BE USED FOR THE INDEX.

INVOICES: ALL INVOICES ARE TO CLEARLY STATE THE PRODUCT TYPE BEING PURCHASED.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM PAYMENT OF STATE OR FEDERAL TAX ON THIS PRODUCT.

4		EMERGENCY/NEXT-DAY SERVICE CALL	EA	0.01000	0.00	0.00
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COSTS ASSOCIATED WITH SPECIAL DELIVERIES AROUND "WILL CALL" LOCATIONS THAT RUN OUT OF FUEL AND AN EMERGENCY OR NEXT DAY SERVICING OF FUEL IS REQUESTED BY THE STATE.

EMERGENCY/IMMEDIATE SERVICING: \$0.00  
NEXT DAY SERVICING: \$0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC

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<b>Buyer Name</b> Wortman,Linda	<b>Buyer Phone</b> 828-5684
	<b>Contract Status</b> Approved

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NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

SCOPE OF CONTRACT: TO PROVIDE DIESEL, NO.1 AND NO. 2 FUEL OIL FOR VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING JULY 1, 2016 WITH AN OPTION TO RENEW FOR FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:  
CUSTOMER SERVICE  
PHONE: 617-884-7800  
TOLL FREE: 800-289-2875  
FAX: 617-226-4515  
EMAIL: WANDA.MEDINA@BURKEOIL.COM

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:

DISPATCH  
PHONE: 617-884-7800  
TOLL FREE: 800-289-2875

MELANIE WHEELER - CONTRACT MANAGER  
PHONE: 617-308-9320  
FAX: 207-636-8043

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EMAIL: MELANIE.WHEELER@BURKEOIL.COM						

GENERAL FUEL LOCATIONS FOR STATE ENTITIES, CITIES, TOWNS AND MUNICIPALITIES AS SUPPORTED THROUGH THIS AGREEMENT ARE PROVIDED AS ATTACHMENT-A, FUEL LOCATION LIST. A LISTING OF FUEL MARK-UPS FOR EACH CITY AND TOWN, WITHIN THE VARIOUS FUEL TYPES AND DELIVERY PLATFORMS IS AVAILABLE ON THE BGS WEBSITE. [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL).

SPECIFIC ACTIVE REQUIREMENTS BY INDIVIDUAL SITES, WITH APPLICABLE FUEL AND SERVICE LEVELS, ARE AVAILABLE IN A CENTRAL FILE (OPC MASTER FUEL REGISTRY) MAINTAINED ON THE BGS WEBSITE. [HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL](http://BGS.VERMONT.GOV/PURCHASING/FUEL).

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE STATE RESERVES THE RIGHT TO ADD OR REMOVE LOCATIONS AS NECESSARY.

THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER TRANSFER OF REGULATED SUBSTANCES AND SHALL EMPLOY PRACTICES FOR PREVENTING RELEASES CAUSED BY TRANSFER SPILLS AND OVERFILLS. PRIOR TO TRANSFER, THE CONTRACTOR SHALL DETERMINE BY GAUGING THAT THE TANK HAS AVAILABLE CAPACITY TO RECEIVE THE VOLUME OF PRODUCT TO BE TRANSFERRED. THE CONTRACTOR SHALL REMAIN WITHIN 25 FEET OF THE CARGO TANK TO MONITOR EVERY ASPECT OF THE DELIVERY AND SHALL TAKE IMMEDIATE ACTION TO STOP THE FLOW OF REGULATED SUBSTANCE WHEN THE CAPACITY OF THE TANK HAS BEEN REACHED OR SHOULD AN EQUIPMENT FAILURE OR EMERGENCY OCCUR.

DELIVERY SLIPS, METER PRINTED DELIVERY RECEIPT OR A COPY OF THE CONTRACTOR'S SUPPLIER'S STATEMENT OF DELIVERY SHALL BE SIGNED BY AN EMPLOYEE AT THE TIME OF THE DELIVERY. A COPY WILL BE LEFT AT THE DELIVERY LOCATION AND A COPY IS TO BE FORWARDED BY THE CONTRACTOR WITH THE INVOICE TO THE APPROPRIATE PAYABLE OFFICE FOR PAYMENT ON A MONTHLY BASIS.

THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS DIRECTLY WITH USING AGENCIES TO ENSURE THAT A SUFFICIENT SUPPLY OF FUEL REMAINS IN EACH SUCH AGENCY'S TANKS TO MEET SUCH AGENCY'S OPERATIONAL NEEDS THROUGHOUT THE PERIOD OF THE CONTRACT.

THE CONTRACTOR SHALL MANAGE THE FUEL LEVELS IN EACH AUTOMATIC DELIVERY REQUIRED LOCATION. THE TANK(S) SHALL BE MANAGED IN SUCH A MANNER THAT THE INDIVIDUAL TANK WILL NOT RUN OUT OF FUEL. IF FOR ANY REASON A TANK RUNS DRY, CONTRACTOR SHALL BE RESPONSIBLE TO:

- IMMEDIATELY REFUEL TANK.
- RESTART ANY OR ALL BOILERS/FURNACES AND OR WATER HEATERS AFFECTED AND PERFORM ANY BOILER/FURNACE MAINTENANCE REQUIRED DUE TO THE FUEL OUTAGE.
- ACCEPT AND PROCESS CLAIMS FOR DAMAGE CAUSED TO THE BUILDING BECAUSE OF LOSS OF HEAT SUCH AS BROKEN PIPES, FROZEN COILS, WATER DAMAGE, ETC.

THE CONTRACTOR SHALL COORDINATE WITH ANY PRIOR FUEL DELIVERY CONTRACTOR TO ENSURE ACCOUNTS ARE TRANSFERRED IN A TIMELY MATTER, WITHOUT ANY INTERRUPTION IN FUEL DELIVERY SERVICES. THIS WILL INCLUDE BUT NOT LIMITED TO REQUESTS FOR PREVIOUS DELIVERY INFORMATION INCLUDING THE AMOUNT/LOCATION HAS USED IN THE RECENT PAST.

DELIVERY - EMERGENCY: EMERGENCY DELIVERIES ARE DEFINED AS DELIVERIES OUTSIDE THE NORMAL DELIVERY SCHEDULE AS DEEMED NECESSARY BY ANY AUTHORIZED STATE OFFICIAL. EMERGENCY MAY BE THE RESULT OF A STATE OR NATIONAL DISASTER, SECURITY INCIDENT, HAZARDOUS WEATHER, CIVIL PREPAREDNESS, OR ANY NON-ROUTINE EVENT. UNDER THESE CIRCUMSTANCES CONTRACTORS UNDER THIS AWARD ARE REQUIRED TO MAKE EVERY POSSIBLE EFFORT TO DELIVER AS EXPEDITIOUSLY AS POSSIBLE. CONTRACTOR IS REQUIRED TO IDENTIFY AN INDIVIDUAL WHO WILL SERVE AS THE STATE'S SINGLE POINT OF CONTACT FOR COORDINATION OF EMERGENCY RESPONSES.

ACCOUNT NUMBERS: WITHIN 30 DAYS OF CONTRACT AWARD CONTRACTOR SHALL SUBMIT TO LINDA WORTMAN, PURCHASING AGENT, 10 BALDWIN ST. MONTPELIER, VT 05633-7501 A LIST OF ALL ACCOUNT NUMBERS FOR EACH OF THE VARIOUS FUEL SITES. THE ACCOUNT NUMBERS SHALL BE SUBMITTED ELECTRONICALLY TO [LINDA.WORTMAN@VERMONT.GOV](mailto:LINDA.WORTMAN@VERMONT.GOV) IN AN EXCEL FORMAT LISTING EACH ACCOUNT NUMBER, SITE NAME, COMPLETE SITE ADDRESS, FUEL TYPE AND DELIVERY SCHEDULE (I.E. EVERY 30 DAYS, 60 DAYS ETC).

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**CONTRACT**



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TANKS: ALL TANKS ARE CONSIDERED TO BE THE PROPERTY OF THE STATE OF VERMONT UNLESS OTHERWISE SPECIFIED.

AVAILABILITY: THE STATE RESERVES THE RIGHT TO PURCHASE FUELS FROM THE OPEN MARKET DURING THE PERIOD OF THIS CONTRACT, IF DEEMED IN THE BEST INTERESTS OF THE STATE, PROVIDED THE CONTRACTOR IS UNBLE TO MAKE DELIVERIES IN TIME TO MEET THE REQUIREMENTS OF THE STATE AGENCIES OR POLITICAL SUBDIVISIONS INCLUDED IN THIS CONTRACT.

CONTRACTOR'S MARKUP INCLUDES TRANSPORTATION CHARGES AS WELL AS ANY AND ALL RELEVANT FEES AND TAXES FULLY PREPAID TO DESTINATION.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL MEET THE SPECIFICATIONS AS DETAILED BY FUEL TYPE. ALL PRODUCTS PROVIDED BY THE CONTRACTOR SHALL MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
linda.wortman@vermont.gov

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## DENNIS BURKE Contract# 32163

Location	Fuel Type	Delivery Type	Vendor	Markup per Gal
BARRE TOWN	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1442
BARRE TOWN	Diesel	Motor Transport	Dennis Burke	\$ 0.1442
BARTON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1595
BENNINGTON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0432
BENNINGTON	Diesel	Motor Transport	Dennis Burke	\$ 0.0432
BRADFORD	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1122
CAMBRIDGE	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1372
CAMBRIDGE	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1122
CAMBRIDGE	Diesel	Motor Transport	Dennis Burke	\$ 0.1372
CASTLETON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0722
CASTLETON	Diesel	Motor Transport	Dennis Burke	\$ 0.0722
CHESTER	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2142
CLARENDON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1422
CLARENDON	Diesel	Motor Transport	Dennis Burke	\$ 0.1422
COLCHESTER	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1072
DERBY	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1822
DERBY	Diesel	Motor Transport	Dennis Burke	\$ 0.1822
DUMMERSTON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0662
DUMMERSTON	Diesel	Motor Transport	Dennis Burke	\$ 0.0662
DUXBURY	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1172
EAST MONTPELIER	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.3522
EDEN	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.4222
EDEN	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1922
ENOSBURG	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.3722
ENOSBURG	Diesel	Motor Transport	Dennis Burke	\$ 0.3722
HIGHGATE	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2922
HYDE PARK	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1122
IRASBURG	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1322
IRASBURG	Diesel	Motor Transport	Dennis Burke	\$ 0.1322
JAMAICA	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1962
LONDONDERRY	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1622
LONDONDERRY	Diesel	Motor Transport	Dennis Burke	\$ 0.1622
LUDLOW	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1822
LUDLOW	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0972
LUDLOW	Diesel	Motor Transport	Dennis Burke	\$ 0.1822
LYNDON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1142
LYNDON	Diesel	Motor Transport	Dennis Burke	\$ 0.1142
MENDON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1422
MENDON	Diesel	Motor Transport	Dennis Burke	\$ 0.1422
MIDDLESEX	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1222
MONTPELIER	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1062
NEWPORT CITY	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2622
NEWPORT TOWN	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2622
NORTH HERO	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.3922
NORTH HERO	Diesel	Motor Transport	Dennis Burke	\$ 0.3922

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NORTHFIELD	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1172
PITTSFORD	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0972
RANDOLPH	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2372
ROCHESTER	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2322
ROCHESTER	Diesel	Motor Transport	Dennis Burke	\$ 0.2322
ROCKINGHAM	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2162
ROYALTON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2322
RUTLAND CITY	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0792
RUTLAND CITY	Diesel	Motor Transport	Dennis Burke	\$ 0.0792
RUTLAND TOWN	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.0792
RUTLAND TOWN	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1062
RUTLAND TOWN	Diesel	Motor Transport	Dennis Burke	\$ 0.0792
SAINT ALBANS CITY	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1142
SAINT ALBANS CITY	Diesel	Motor Transport	Dennis Burke	\$ 0.1142
SAINT ALBANS TOWN	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1142
SAINT ALBANS TOWN	Diesel	Motor Transport	Dennis Burke	\$ 0.1142
SAINT JOHNSBURY	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1362
SAINT JOHNSBURY	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1112
SAINT JOHNSBURY	Diesel	Motor Transport	Dennis Burke	\$ 0.1362
THETFORD	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2922
UNDERHILL	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.3322
WATERBURY	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1172
WILLIAMSTOWN	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1422
WILLIAMSTOWN	Diesel	Motor Transport	Dennis Burke	\$ 0.1422
WILMINGTON	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1122
WINDSOR	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2722
WINDSOR	#2 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.1922
WOODSTOCK	#1 Fuel Oil	Motor Transport	Dennis Burke	\$ 0.2522