



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 10, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003620) with Dennis K. Burke, Inc. (VC#174496), Taunton, MA, with a contract price limitation up to and not to exceed \$508,422.65, for Pedal Truck Gasoline Supply and Delivery services, with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval through February 28, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 2983-25 on November 21, 2024, with responses due on December 13, 2024. This bid reached 67 vendors through NIGP procurement sourcing. There was one compliant response received; Dennis K. Burke, Inc. provided a compliant response for both reformulated 87 octane and conventional 87 octane gasoline at multiple statewide locations. Receiving a single bid submission is not an uncommon situation for this particular contract. In performing post-bid analysis, the most common reasons for vendors not providing a bid response are that they either do not have the capability to provide consistent service or that they do not have the assets to service the locations listed due to increased operating costs. This is supported by further post-bid analysis revealing that the State has not received more than one bid submission for this commodity since request for bid (RFB) 1680-15 closed on November 5, 2014, despite contacting all registered vendors through the bidding process. Dennis K. Burke has proven and continues to be an efficient, reliable and consistent business partner with the State of New Hampshire. Burke is the incumbent contractor for the delivery of same fuels via tractor trailer (Contract #8003179), with a price limitation in excess of \$35,000,000

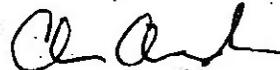
This contract (Contract #8003620) reflects a requested price limitation up to and not to exceed \$508,422.65 to provide gasoline supply and deliveries via pedal truck to agency locations and includes an allowance of 15% to purchase items from the vendor's balance of product line.

This contract also provides locked mark-up pricing and delivery services for 2 years. Pricing mark-ups are based on industry regulated terminal pricing provided by Oil Price Information Services (OPIS) on a daily basis. OPIS is an independent third-party price monitoring and analysis service that is utilized by the petroleum industry to provide fair market pricing across fuel terminals world-wide. When compared against the expiring contract, this contract represents a minimal savings of \$6,653.66, or approximately 2.55%, per year, and provides an additional year of service. Current analysis provided by the US Energy Information Administration (EIA) is forecasting continued fuel market volatility for the short term at a minimum. This contract will provide locked mark-up pricing and delivery services and help to insulate the State from said forecasted market pricing fluctuations. Spend analysis will be monitored closely by the Bureau of Purchase and Property and contingencies are built into the contract to mitigate financial concerns. Additionally, the Bureau of Purchase and Property retains the right to cancel and rebid the contract per contract provisions listed within to capitalize on market trends that would impact the State.

| Contract financials | |
|-------------------------------|--------------|
| Estimated annual spend | \$221,053.33 |
| Balance of product line (15%) | \$33,158.00 |
| Estimated annual spend | \$254,211.32 |
| Estimated 2-year term spend | \$508,422.65 |
| Requested price limitation | \$508,422.65 |

Based on the foregoing, I am respectfully recommending approval of the contract with Dennis K. Burke, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

| | | | |
|-----------------|---------------------------------|--------------|-----------------------|
| Bid Description | Pedal Truck Gasoline Supply and | Agency | Statewide |
| RFB# | 2983-25 | Requisition# | N/A |
| Agent Name | Ryan Fuller | Bid Closing | 12/13/2024 at 10:00AM |

Indicates Award:

| Estimated Annual Spend | Unit | Product Description | OPIS 12 Month Average Price | Dennis K. Burke ORIS Mark-Up | Estimated Monthly Average Price | Estimated Contract Spend | Expiring Contract Spend |
|------------------------|--------|---------------------------------|-----------------------------|------------------------------|---------------------------------|--------------------------|-------------------------|
| 11,750 | Gallon | Reformulated Gasoline 87 Octane | \$ 2.2435 | \$ 1.3500 | \$ 2.4363 | \$ 42,223.63 | \$ 50,612.77 |
| 46,500 | Gallon | Conventional Gasoline 87 Octane | \$ 2.2458 | \$ 1.6000 | \$ 2.5214 | \$ 178,829.70 | \$ 210,252.22 |
| Sub Total | | | | | | \$ 221,053.33 | \$ 260,864.99 |

| Recommendation Summary | |
|------------------------------------|--------------------|
| Statewide Contract or Amendment | Statewide Contract |
| Term of Contract | 2 Years |
| Price Limitation | \$508,422.65 |
| Number of Solicitations Received | 1 |
| Number of Sourced bidders | 0 |
| Number of NIGP Vendors Sourced | 67 |
| Number of non-responsive bidders | 66 |
| P-37 Checklist Complete | Yes |
| D&B Report Attached | Yes |
| Method of Payment (P-card/ACH) | Both |
| FOB Delivered | Yes |
| Expiring contract spend | \$260,864.99 |
| Total Cost Savings/Increase (\$/%) | -\$6,653.6662 |

| | | | |
|-------------------------------|--------------|----------------------------|---------------|
| Estimated annual spend | \$221,053.33 | Actual contract spend | \$260,864.99 |
| Balance of product line (15%) | \$33,158.00 | Estimated spend difference | -\$6,653.6662 |
| Estimated term spend | \$254,211.32 | | |

Special Notes: The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 2983-25 on November 21, 2024, with responses due on December 13, 2024. This bid reached 67 vendors through NIGP procurement sourcing. One compliant response received; Dennis K. Burke, Inc. provided a compliant response. Receiving a single bid submission is not an uncommon situation for this particular contract. Post-bid analysis shows the most common reasons for vendors not providing a bid response are that they either do not have the capability to provide consistent service or that they do not have the assets to service the locations listed. Additional analysis shows the State has not received more than one bid submission for this commodity since request for bid (RFB) 1680-15 closed on November 5, 2014. Upon approval this contract will provide locked-in fuel mark-up pricing and delivery services for 2 years.

RFB 2983-25
Pedal Truck Gasoline Supply and Deliver

| DEPT. | SITE NAME | CONTACT PERSON & PHONE NUMBER | PHYSICAL LOCATION | ADDRESS | IN |
|---|-------------------------------|--------------------------------------|------------------------------------|--|--------|
| SECTION A: REFORMULATED GASOLINE (87 OCTANE) | | | | | |
| ADJ. GENERAL | NH VETERANS CEMETARY | SHAWN BUCK 603-796-2026 | 110 D.W. HIGHWAY, BOSCAWEN, NH | ADJ. GENERAL BUSINESS OFFICE, 4 PEMBROKE RD CONCORD, NH 03301 | N21235 |
| DEPT. OF CORRECTIONS | FARM | JON SCANLON 603-271-1895 | 312 N. STATE STEEET, CONCORD, NH | NH DOC INDUSTRIES, PO BOX 14 CONCORD NH 03301 | COE1 |
| DEPT. OF NATURAL & CULTURAL RESOURCES | STATE NURSERY | BILL KUNELIUS 603-796-2323 | 405 D.W HWY; BOSCAWEN, NH | NH DNCR, 172 PEMBROKE RD., CONCORD, NH 03301 | N-1 |
| DHHS | YDC | JOE SIMPSON 603-931- 2560 | 1056 N. RIVER ROAD, MANCHESTER, NH | HHS/DJJS ACC. PAYABLE, 1056 N. RIVER RD MANCHESTER NH 03104 | 1 |
| SECTION B: CONVENTIONAL GASOLINE (87 OCTANE) | | | | | |
| FISH & GAME | BERLIN HATCHERY | WAYNE PASCHAL 603-449-3412 | YORK POND ROAD, BERLIN, NH | FISH & GAME BUSINESS OFFICE, 11 HAZEN DR. CONCORD NH 03301 | B10 |
| DEPT. OF NATURAL & CULTUAL RESOURCES | CANNON MT. SKI AREA | DAVID WEBSTER 603- 823-7722 X 721 | 2750 PROFILE ROAD, FRANCONIA, NH | NH DNCR, 172 PEMBROKE RD., CONCORD, NH 03301 | CM9 |
| | UMBAGOG STATE PARK | ANN MARIE CHAISSON 482-7795 | UPTON ROAD, RTE. 26, CAMBRIDGE, NH | NH DNCR, 172 PEMBROKE RD., CONCORD, NH 03301 | |
| ***DEPT. OF CORRECTIONS | NORTHERN NH CORR. FACILITY | JEFFREY SMITH 603- 752-0311 | 138 MILAN ROAD, BERLIN, NH | NH DOC FISCAL MGMT. PO BOX 1806, CONCORD NH 03301 | |
| ***WEEKLY DELIVERY TO FILL TANK REQUIRED | | | | | |

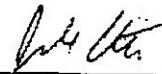
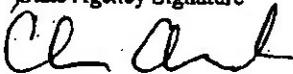
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---------------------------------------|--|--------------------------------------|
| 1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property | | 1.2 State Agency Address 25 Capitol Street Concord, NH 03301 | |
| 1.3 Contractor Name Dennis K. Burke, Inc. | | 1.4 Contractor Address 555 Constitution Drive Taunton, MA 02780 | |
| 1.5 Contractor Phone Number 617-884-7800 | 1.6 Account Unit and Class Various | 1.7 Completion Date February 28, 2027 | 1.8 Price Limitation \$508,422.65 |
| 1.9 Contracting Officer for State Agency Gary Lunetta | | 1.10 State Agency Telephone Number 603-271-2201 | |
| 1.11 Contractor Signature  Date: 12/17/2024 | | 1.12 Name and Title of Contractor Signatory Joseph Cote Chief Supply and Business Development Office | |
| 1.13 State Agency Signature  Date: 3/6/25 | | 1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Christen Lavers</u> On: <u>4/12/25</u> | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials JC

Date 12/17/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Dennis K. Burke, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Pedal Truck Gasoline Supply and Delivery Services in accordance with the bid 2983-25 submission in response to State Request for Bid 2983-25 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,"

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence upon approval by the Governor and Executive Council, whichever is later, through February 28, 2027, a period of approximately (2) years.

3.2. The Contract may be extended for up to an additional two (2) one-year periods thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK:

4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

4.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).

4.3. Delivery shall be made as ordered and in accordance with the terms specified herein. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

4.4. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

4.5. An effort will be made to fulfill all deliveries within seventy-two (72) hours after receipt of order. If the order cannot be fulfilled within this time, the Contractor will contact the site and arrange for a mutually beneficial delivery time. Weekends and holidays are NOT exempt from the stated delivery schedule, and it is understood that Contractors are a 365-day per year delivery operation.

4.6. The use of a private carrier to make delivery does not relieve the successful Contractor from the responsibility of meeting the delivery requirement.

4.7. State agencies shall contact the successful Contractor and coordinate deliveries. All deliveries shall be made in accordance with the following requirements:

4.7.1. Attached is the current State of New Hampshire agency/institution locations which, if awarded a contract, the Contractor is expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. The Contractor will be given thirty (30) day notice in the instance where a location or locations are to be removed. This listing does not include any eligible participants.

4.7.2. DIPPING TANKS:

- 4.7.2.1. State agencies require all Contractors to have their delivery personnel dip tanks before and after deliveries using water finding paste and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire Code Of Administrative Rules, Chapter Env-Or 400 Underground Storage Facilities regulations, as revised or renumbered. If the dipping indicates more than 1/2" of water the Contractor shall not deliver the fuel and shall contact the agency contact and advise them of the situation.
- 4.7.3. DELIVERY SLIP / BOL:**
- 4.7.3.1. All deliveries including tanker loads shall include a bill of lading and/or documentation to identify the type of product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.
- 4.7.4. TANK DELIVERY CONTAMINATION:**
- 4.7.4.1. If a Contractor delivers a fuel product to the wrong fuel tank, and that delivery causes contamination between 2 different products (i.e. diesel fuel and gasoline, etc.), the Contractor shall take the following steps to correct the situation:
- 4.7.4.1.1. The Contractor that delivered the product to the wrong tank shall contact the agency owning the fuel tank to convey the situation as soon as the Contractor becomes aware of the situation.
- 4.7.4.1.2. The Contractor shall then pump out the total contents of the contaminated tank, both existing product and newly delivered product
- 4.7.4.1.3. It shall be the Contractor's responsibility and cost to properly dispose of the contaminated product
- 4.7.4.1.4. The Contractor shall clean the tank.
- 4.7.4.1.5. The Contractor shall replace the total volume of product pumped out charging the state for only the original volume requested to be delivered.
- 4.7.4.1.6. The Contractor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product.
- 4.7.4.1.7. The Contractor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP by the state agency.
- 4.7.5. TANK DELIVERY SPILLS / OVERFILLS:**
- 4.7.5.1. Delivery trucks shall be equipped with appropriate hardware to seal delivery lines to prevent overfills and/or spills. If a spill should occur during delivery, the Contractor assumes all responsibility and liability for spill, clean-up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately. This requirement also includes cleaning up of any fuel spilled from the spill bucket.
- 4.7.6. OVERFILLS:**
- 4.7.6.1. Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve, or high-level alarm to perform its function. Over filling of the tank will require the Contractor to return to the site, pump out the overfill and clean out the manhole / spill bucket. All cost associated with correcting the overfill will be the Contractors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services
- 4.7.7. DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:**
- 4.7.8. All fuel delivery personnel shall adopt the following safety procedures when making deliveries to any State location:
- 4.7.8.1. Exercise caution when maneuvering to avoid damage to containment walls.
- 4.7.8.2. Inspect tank, fittings, and liquid level indicator prior to filling.
- 4.7.8.3. Place drip pans under all hose fittings prior to loading or unloading.
- 4.7.8.4. Block truck wheels before starting to load or unload.

The State may request an analysis, from an approved laboratory, of the fuel delivered at no cost to the State.

4.7.13. PRODUCT TESTING:

4.7.13.1. The State reserves the right to test any product delivered to any fuel locations during the contract term for compliance to the product ordered or the specifications and standards herein.

4.7.13.2. If the results of any such test performed determine that the product sold, furnished and delivered to any State location, does not meet the specifications of the product ordered or the specifications and standards established by the State of New Hampshire and/or the Federal Government, the Contractor responsible for the error will be reported to the NH Department of Environmental Services and held responsible for removing the incorrect product from the delivery location, cleaning of the tank if necessary, delivering the correct product and paying all charges associated with the error including the testing procedure. While the error condition exists, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the original Contractor. The Contractor responsible for the error would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this RFB.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 6. ESTABLISHMENT OF ACCOUNTS:**
- 6.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this contract, as if an account already exists for the agency.
- 7. RECALLS:**
- 7.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 8. USAGE REPORTING:**
- 8.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Ryan Fuller at the Bureau of Purchase and Property and sent electronically to christopher.r.fuller@das.nh.gov. At a minimum, the Report shall include:
- 8.1.1. Contract Number
 - 8.1.2. Utilizing Agency and Eligible Participant
 - 8.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 8.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 8.1.5. In Excel format
- 9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
- 9.1. The Contractor shall provide all Pedal Truck Gasoline Supply and Delivery strictly pursuant to, and in conformity with, the specifications described in State RFB 2983-25, as described herein, and under the terms of this Contract.
- 9.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 9.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 9.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55ghaegs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ghaegs45jpvq5i45))/welcome.aspx).
- 9.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 9.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
- 10. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

10.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

11. CONFIDENTIALITY & CRIMINAL RECORD:

11.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

12. ELIGIBLE PARTICIPANTS:

12.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Contractor. The State of New Hampshire assumes no liability between the successful Contractor and any of these entities.

EXHIBIT C - METHOD OF PAYMENT

13. CONTRACT PRICE:

13.1. The Contractor hereby agrees to provide Pedal Truck Gasoline Supply and Delivery services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$508,422.65; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

14. PRICING STRUCTURE:

14.1. Mark-up pricing over OPIS are as follows:

| Gasoline Type | Estimated Annual Usage (Gallons) | Mark-up Over OPIS |
|-----------------------|----------------------------------|-------------------|
| Reformulated Gasoline | 7,000 | \$1.35 |
| Conventional Gasoline | 33,000 | \$1.60 |

14.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

15. INDEX BASED PRICING FORMAT:

15.1. Consists of two (2) components: index and mark-up. Mark-up prices offered above by the Contractor shall be added to the index price posted for the date of delivery to achieve the total price per gallon for the product delivered.

15.2. REFORMULATED GASOLINE:

15.2.1. Index prices for gasoline fuel are based on the UNBRANDED BOSTON, MA LOW price as posted in the Unleaded Regular 87 Octane column of the Gasoline Prices section of the Oil Price Information Service (OPIS) Oil Price Daily sheet in effect on the date of delivery.

15.2.2. In the case that the Boston, MA price is not available, the next terminal to be used will be UNBRANDED NEW YORK, NY LOW price as posted in the Unleaded Regular 87 Octane column of the Gasoline Prices section of the Oil Price Information Service (OPIS) Oil Price Daily sheet in effect on the date of delivery.

15.3. CONVENTIONAL GASOLINE:

15.3.1. Index prices for gasoline fuel based on the UNBRANDED BOSTON, MA LOW price as posted in the Unleaded Regular 87 Octane column of the Gasoline Prices section of the Oil Price Information Service (OPIS) Oil Price Daily sheet in effect on the date of delivery.

15.3.2. In the case that the Boston, MA price is not available, the next terminal to be used will be UNBRANDED NEW YORK, NY LOW price as posted in the Unleaded Regular 87 Octane column of the Gasoline Prices section of the Oil Price Information Service (OPIS) Oil Price Daily sheet in effect on the date of delivery.

15.4. All mark-up prices listed above by the Contractor shall remain firm and unchanged for all products ordered as stated above and be added to the appropriate index price on the date of delivery to form the total delivered price per gallon for the term of the contract and any extension thereof.

16. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

16.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

17. INVOICE:

17.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

17.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

17.3. The invoice shall be sent to the address of the using agency under agreement.

18. PAYMENT:

18.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DENNIS K. BURKE, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 17, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 9912

Certificate Number: 0007001583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 15th day of January A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State



Minutes of Meeting of the Board of Directors Of
Dennis K. Burke Inc

February 1, 2024

A meeting of the Board of Directors of Dennis K. Burke Inc. was held at the office of the Company in Taunton, MA on February 1, 2024. Edmund F. Burke, Jr. and Dan Hill were both present in Taunton.

The purpose of the meeting was to identify and confirm that the following individuals are authorized to sign and execute contracts, bonds, or other obligations on behalf of Dennis K. Burke Inc.:

- Edmund F. Burke, Jr. - President
- Joseph Cote - Chief Supply and Business Development Officer
- Dan Hill - Chief Operating Officer
- Mark Pszeniczny - Sales Manager
- Ryan Downey - Controller
- Neal Finklestein - Tax Manager

It was voted that the above employees are authorized to act and sign on behalf of Dennis K. Burke Inc. There being no further business to discuss, motion was made and seconded to adjourn.

Edmund F. Burke, Jr. President

FLEETLINE
LUBRICANTS



Castrol



Kendall



PROBLEND



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1-800-701-2075

www.burkeoil.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (AC. No. Exp): (866) 283-7122 **FAX (AC. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Dennis K. Burke, Inc.
555 Constitution Drive
Taunton MA 02780 USA

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|------------------------|--------|
| INSURER A: | Zurich American Ins Co | 16535 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570104043798

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE(MMDDYYYY) | POLICY EXP. DATE(MMDDYYYY) | LIMITS |
|----------|---|--------------------|----------------|----------------------------|----------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | GL0463738613 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HERD AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | BAP 4637387-13 | 04/01/2024 | 04/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N / A | WC463738513 | 04/01/2024 | 04/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

Certificate No : 570104043798

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 MCS-90 endorsement is included on the Auto Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Purchasing Department
25 Capitol St
Room 102
Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME PHONE (A.C. No. Ext.): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 | |
| | BUSINESS ADDRESS: | |
| INSURED Dennis K. Burke, Inc. 555 Constitution Drive Taunton MA 02780 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Zurich American Ins Co | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570110991745 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| TYPE | TYPE OF INSURANCE | ADD. RESD | SUBR. WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|------|---|-----------|-----------|----------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GLO463738614 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 4637387-14 | 04/01/2025 | 04/01/2026 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC463738514 | 04/01/2025 | 04/01/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate No.: 570110991745

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Administrative Services, Bureau of Purchase & Property
 Attn: Ryan Aubert
 25 Capitol Street, Room 102
 Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc