

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 4/23/2019

CONTRACT #: 8002521

NIGP CODE: 405-0300

CONTRACT FOR: FUEL – PROPANE, TEMPORARY WORKSITE

CONTRACTOR: FerrellGas

VENDOR CODE #: 286885

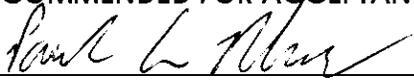
SUBMITTED FOR ACCEPTANCE BY:



RYAN AUBERT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 4/23/19

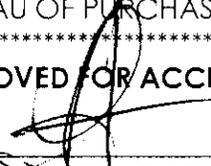
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 4/23/19

APPROVED FOR ACCEPTANCE BY:



GARY L. ONETTA, DIRECTOR
Division of Procurement & Support Services

DATE 4/23/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-23-19

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 3/7/19
Bid No.: 2167-19

Date of Bid Closing: 3/26/19
Time of Bid Closing: 10:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO RYAN AUBERT: E-mail Ryan.Aubert@DAS.NH.Gov
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR CONTRACT: PROPANE – TEMPORARY WORKSITES AND/OR CYLINDER REFILLS

[Insert name of signor] Tori Davis, on behalf of FERRELLGAS LP [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 2167-19 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signar's Signature Tori Davis Authorized Signar's Title Government Coordinator

NOTARY PUBLIC/JUSTICE OF THE PEACE

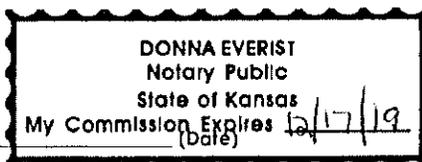
COUNTY: Johnson STATE: KS ZIP: 66210

On the 25 day of March, 2019, personally appeared before me, the above named Tori Davis, in his/her capacity as authorized representative of Ferrelgas, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Donna Everist
(Notary Public/Justice of the Peace)

My commission expires: 12/17/19



Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

MINIMUM ORDERS/ORDER LIMITS:

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid. Purchases shall be limited to \$1,999.00 per invoice per day.

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions in accordance with all of the requirements of this bid invitation at the prices on pages 10 and 11 for the entire contract term and any extension.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

_Tori Davis_____
 Contact Person

_913-661-1509_____
 Local Telephone Number

 Toll Free Telephone Number

_toridavis@ferrellgas.com_____
 E-mail Address

_www.ferrellgas.com_____
 Company Website

__861017291_____
 DUNS #

__Ferrellgas LP_____
 Vendor Company Name

_7500 College Blvd, Suite 1000, Overland Park, KS 66210_____
 Vendor Address

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

SECTION A: PROPANE FOR TEMPORARY WORK SITE
SCOPE OF WORK

Propane Delivery / Refill:

- State agencies shall place their orders directly with the Vendor
- Agency may establish fixed or as needed schedules for delivery of propane tank filling or exchange to temporary work sites. Parameters, scope, and schedule to be determined by requesting agency
- Agencies and Vendor will be responsible for establishing proper identification for individuals authorized to use this contract
- Vendor shall not charge any additional fees, special charges, surcharges, delivery or other charges at any time
- Vendor shall leave delivery slips at each delivery location. Delivery slip shall indicate, at minimum: Quantity and description of product deliver, Date of delivery, Delivery location & Agency
- Agency shall maintain a clear sanded road for access by propane fuel vehicles
- Agency shall allow up to three(3) calendar days for fuel delivery
- Agency shall allow three (3) business days for delivery of replacement propane cylinders after receipt of order
- Propane tank size shall be determined between requesting agency and Vendor
- Vendor agrees to establish accounts for each agency unit within 24 hours of request
- Contract number must be clearly stated on all documentation

OFFER:

Contractor hereby agrees to offer the following discounted rate off the posted propane price/published rate on the date of delivery or refill:

Discount \$ 0.20 per gallon

TANK RENTAL FEES WHILE ON WORK SITE:

Will rental fees be charged?

/ YES (if checked, you must submit rental fee schedule with offer)

/ NO

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
BID # 2167-19
3/29/2019 @ 10:00 AM
 Propane: Temporary Worksites & Cylinder Refills

SECTION A - PROPANE FOR TEMPORARY WORKSITE

VENDOR	DISCOUNT
Amerigas	\$0.00
FerrellGas	\$0.20 discount per gallon/ no rental fee
Rymes	\$0.10 discount per gallon/ go rental fee

SECTION B - STATE-OWNED PROPANE CYLINDER REFILLING

NO AWARD MADE FOR SECTION B

Indicates award made to this bidder

No Bid
C. Bean Transport

C. Bean Transport, a vendor that was requested by DNCR, did not submit pricing for this bid. Speaking with them, their reason is that they didn't want to complete the paperwork to submit a bid.