

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

DATE: 5/11/2020

CONTRACT #: 8002688

NIGP CODE: 405-0300

CONTRACT FOR: FUEL - PROPANE, SUPPLY & DELIVER

CONTRACTOR: FerrellGas

VENDOR CODE #: 286885

**SUBMITTED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
RYAN AUBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_

\*\*\*\*\*

**RECOMMENDED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_

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**APPROVED FOR ACCEPTANCE BY:**

Gary Lunetta (IAS)  
\_\_\_\_\_  
GARY LUNETTA, DIRECTOR  
Division of Procurement & Support Services

DATE 5/13/20

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**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  
\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/13/20

## BID APPROVAL REQUEST SUMMARY

THIS BID APPROVAL REQUEST SUMMARY IS FOR INTERNAL DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW AND IS NOT A CONTRACT DOCUMENT. THIS DOCUMENT SHOULD NOT BE POSTED PUBLICLY AS PART OF THE CONTRACT PROCESS.

RFP/RFB # 2313-20

Contract Description Type: FUEL – PROPANE, SUPPLY & DELIVER

Bid Closing Date: 5/8/20

Term of New Contract: 5/11/2020-7/31/2021

Number of NIGP Bidders : 21

Number of Sourced Bidders : 6

Number of Bid Declines & Reasons: 0

Requisitioning Agency or Statewide Contract: Statewide

Recommended "Low Price, Technically Compliant" Vendor: FerrellGas

Low Price: \$1.2780/Gallon Fixed

Expiring Contract Price: N/A

Next Apparent "Low Price, Technically Compliant" Vendor Name & Price: \$1.2825/Gallon Fixed

Annualized Cost Savings Actual vs. Prior Contract: \$13.35

Annualized % Cost Savings Actual vs. Prior Contract: 0.35%

Term of Contract Anticipated Total Cost Savings: \$40.50

Confirmed not on Debarred Parties List : Yes

**Special Notes:** This bid was for a new location that has not yet completed construction. Ferrellgas was not awarded any locations on our propane bids over the past 12 months, after overseeing multiple tanks for multiple years. Ferrellgas has been eager to receive a location, which explains their decision to drop pricing to the standard rate that Rymes has been quoting.

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

Date: 04/17/20  
Bid No.: 2313-20

Date of Bid Closing: 05/08/20  
Time of Bid Closing: 10:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO Ryan Aubert: E-mail  
EMAIL YOUR BID TO:

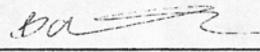
**BID INVITATION FOR CONTRACT: PROPANE FUEL, SUPPLY AND DELIVER**

[Insert name of signor] Bailee Eddings, 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 2313-20 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-I:1-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-I:1-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.

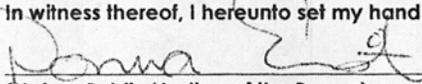
Authorized Signor's Signature  Authorized Signor's Title Government Bid Analyst

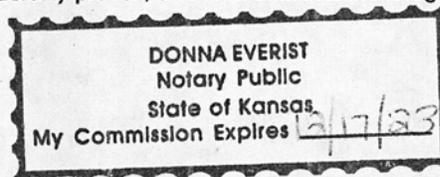
**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: Johnson STATE: Kansas ZIP: 66210

On the 12 day of 12, 2019, personally appeared before me, the above named Bailee Eddings, in his/her capacity as authorized representative of Ferrellgas, 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.

  
(Notary Public/Justice of the Peace)



My commission expires: 12/17/23 (Date)

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.

Form P31-B

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitute a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
  - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
  - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
  - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
    - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
    - 8.1.2. failure to submit any report required hereunder; or
    - 8.1.3. Failure to perform any of the other covenants and conditions 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 Vendor 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
    - 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
    - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
    - 8.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

**14. 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 below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. 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 relating hereto.

## BID INVITATION FOR: PROPANE FUEL, SUPPLY AND DELIVER

### **PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

### **INSTRUCTIONS TO VENDOR:**

**Read the entire bid invitation prior to filling it out.** Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

### **BID SUBMITTAL:**

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

### **REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Ryan Aubert at the following address: Ryan.Aubert@DAS.NH.Gov.

### **ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is

<https://das.nh.gov/Purchasing/vendorresources.asp>.

### **TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

04/17/2020	Bid Solicitation distributed on or by
04/30/2020	Last day for questions, clarifications, and/or requested changes to bid
05/08/2020	10:00 AM (EST) Bid Closing
05/08/2020	Implementation / Posting of Contract

### **GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.**

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**CONTRACT TERM:**

The term of the contract shall be from August 1, 2019 through July 31, 2021, a period of two (2) years to a maximum of four (4) years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per location as presented on the attached offer sheet "2313-20 Offer Sheet". The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of State of New Hampshire Contracts.

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

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), shall **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor shall have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State. Certificate holder identified as: State of New Hampshire, Administrative Services, Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301. The Certificate may not be cancelled until the State of New Hampshire receives 10 days' prior written notice.

**BID PRICES:**

Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

**ABILITY TO PROVIDE:**

Successful Vendor shall be capable of providing each State of New Hampshire agencies with their entire requirements of **propane** required in this bid invitation and any resulting contract without any delay or substitution. It is required that all Vendors be capable and willing to purchase the requested fuel from several terminals. Should the Vendors' primary source be unable to provide the requested fuel product for **ANY** reason, the Vendor **MUST** obtain the requested product in the requested quantity from another source without delivery delay or additional cost to the state. The Vendor will be held responsible for securing and maintaining product availability capable to support each State of New Hampshire agency fuel location awarded through this bid.

**SITE VISITATION:**

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended delivery, to determine everything necessary to accomplish the installation. Call the contact person at the delivery location you wish to visit, (**see location sheet for contact and telephone number**) to make an appointment to view the site of the intended delivery. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete delivery.

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to and in the event of the execution of a contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's response.

**ORDERING PROCEDURE:**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- All Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Products Purchased

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances where sub-sections of an agency shall need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor 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 the "Delivery Time" section of this bid invitation, as if an account already exists for them.

**RETURNED PRODUCT/INCORRECT INVOICES OR DELIVERIES:**

The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from

notification. Product returned due to quality issues, duplicate shipments, incorrect delivery locations, etc. must be picked up (pumped-out) by the successful Vendor within ten (10) business days of notification with no restocking or additional charges, and must be replaced with specified products (if required) or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions are not allowed.

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed or other mutually agreed upon timeframe between the Vendor and agency (example: monthly invoice). Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoices must be sent to the agency to which the delivery is made. Vendors may email invoices to the remit address, but it will be the Vendors' responsibility to obtain the proper email address prior to electronic delivery.

It will be the responsibility of the Vendor to see that all invoices are complete and priced accurately per the terms, conditions and format of the bid. Inaccurate or incomplete invoices will be returned to the Vendor with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this bid; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Vendors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the "OPIS Propane Daily" posting plus mark-up shall be considered a discount, unless notification to the agency, and a revised invoice, are not provided within 5 business days.

*Invoices shall indicate all data stated below at minimum:*

1. Proper remit address
2. Description of product delivered
3. Date of delivery
4. Tank I.D. number if available
5. Delivery location, agency and physical address
6. State contract reference number
7. Contract price per gallon on date of delivery
8. PERC fee charged
9. Vendor may offer a cash discount for earlier payment on invoices

**INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:**

When deliveries are required on weekends, **(between 12:01 am Saturday and 12:00 pm midnight Sunday)** invoices for those delivery dates will be calculated against the posted journal price on the **previous** Friday. If deliveries occur on a holiday that falls in the middle of the week **(EXAMPLE: THANKSGIVING IS OBSERVED ON A THURSDAY)**, invoices for those delivery dates will be calculated against the posted price on the **previous** business day.

NEW YEARS DAY	MARTIN LUTHER KING DAY	PRESIDENTS DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY	VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS DAY		

**PAYMENT:**

Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**PRODUCT SPECIFICATIONS, OPTIONS AND COMPLIANCE**

**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.

Successful Vendor(s) at their sole expense shall furnish, upon request by a using agency, an analysis from an approved laboratory of the fuel delivered to any State location.

**PRODUCT TESTING:**

The State reserves the right to test any product delivered to any of the fuel locations stated within this bid, or any locations added to the resulting contract over its term, for compliance to the product ordered or the specifications and standards herein. 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 Vendor 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 conditions exist, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the Vendor. The Vendor would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.

**FEES AND TAXES:**

Any and all relevant fees and taxes that are in place at the time of the bid offer **will be included** in the offered markup charge stated by the Vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the Vendor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Director of the Division of Procurement and Support Services.

**FUEL LEVEL MONITORING:**

All tank installations capable of supporting a remote gauge monitoring and reporting system shall be installed along with web application monitoring accounts provided to the Agency.

**DELIVERY POLICY, PROCEDURES, REQUIREMENTS**

**MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

**CHANGING AWARDED LOCATIONS – APPLIES TO BOTH FORMATS:**

Vendors that have multiple distribution sites (stores) from this bid will not transfer the management of a location from one store to another without giving the Bureau of Purchase and Property a fifteen (15) day advance written notice.

**CHANGES IN FIXED PRICES:**

The State will allow increases or require decreases in the posted markup cost or the fixed price stated equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. This shall also apply to the PERC fee. No increases in the posted mark-up cost will be allowed without the prior approval from the Administrator of the Bureau of Purchase and Property.

The State of New Hampshire Department of Administrative Services shall provide a Certificate of Exemption with respect to State purchases to the Vendor in support of a claim for credit or payment under section 6427 of the Internal Revenue Code. The supplied exemption certificates shall not apply to entities that choose to participate under the RSA 21-I provision.

**TRANSITION OF AWARDED LOCATIONS AT CONTRACT INCEPTION:**

The Vendor relinquishing the location to another vendor shall work with the agency affected to work out a schedule for picking up their tanks so as not to leave the agency without propane tanks and fuel. Upon picking up the tanks, the Vendor relinquishing the location shall weigh the tanks and credit the agency on their last invoice for any unused propane gas left in the tank at the time of pick up. For tanks too large to weigh, the Vendor shall credit the agency for the unused percentage of fuel in the tank at time of pick up. This credit process shall not apply to existing tanks that transfer ownership from the relinquishing Vendor to the new one.

**PERMITS:**

Some towns and cities may require permits to deliver/install tanks, please note, the agency requesting propane, shall be responsible for the payment of the permit.

**DELIVERY - GENERAL:**

State agencies shall contact successful vendor(s) and coordinate deliveries;

1. All Deliveries will be made **within 48 hours after receipt** of order, regardless of method of delivery (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that bidders are a 365-day delivery operation.
2. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type 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.
3. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or Vendor should deliver the wrong product to tanks, the Vendor 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.
4. **OVERFILLS** - Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the Vendor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the Vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
5. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of propane fuel, as it may deem necessary, during the contract period.
6. The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where Vendor has a contract at no additional cost to the State.
7. **EMERGENCIES** - Vendor(s) further agrees to deliver in less time **in case of emergencies** to the best of their ability. If delivery requirements are not met, the State reserves the right to purchase elsewhere, charging any additional costs back to the Vendor.
8. The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**DELIVERY SLIPS:**

Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below.

- Quantity of product delivered;
- Description of product delivered;
- Date of delivery;
- Tank I.D. number if available;
- Delivery location, agency and physical address;
- State contract number.
- Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time

**DELIVERY - "WILL CALL" OR "AUTOMATIC":**

1. There are locations stated on the attached location sheets that require "automatic delivery" and some do not. If they are not marked as automatic delivery, it shall be assumed they are will call locations.
2. Agencies wishing to change location delivery status from will call to automatic delivery shall contact the Vendor in writing and request the delivery format change. Agencies shall also provide the necessary previous delivery history data.

**DELIVERY - AUTOMATIC REQUIREMENTS - VENDOR RESPONSIBILITIES:**

The successful Vendor 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, the successful bidder will be responsible to:

1. Immediately refuel tank

2. Restart any or all boilers / furnaces and or water heaters affected and perform any boiler / furnace maintenance required due to the fuel outage
3. Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, frozen coils, water damage, etc.

**DELIVERY - AUTOMATIC REQUIREMENTS – STATE AGENCY RESPONSIBILITIES:**

1. To assist in a smooth delivery operation (especially at the beginning of a new contract with a new delivery company), the ordering agency shall provide the Vendor with one (1) year's previous delivery history data so the Vendor may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previous contracted vendor.
2. Agencies shall monitor their fuel tank consumption for the first four (4) months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

**DELIVERY - WILL CALL REQUIREMENTS - VENDOR RESPONSIBILITIES:**

1. Delivery requests for "will call" locations that have run out of propane must be completed within 72 hours of order, regardless of delivery schedule.
2. Emergency deliveries to "will call" locations who have run out of propane will be delivered on the same day, unless otherwise indicated by the ordering agency.

**DELIVERY - WILL CALL REQUIREMENTS - STATE AGENCY RESPONSIBILITIES:**

1. To assist in a smooth delivery operation, the ordering agency is required to routinely monitor propane levels. Once propane level reaches 30%, agency shall schedule propane delivery.
2. If propane supply reached levels unable to support 72 hours of operation, an emergency delivery may be called in. Emergency delivery schedule must be coordinated between agency and vendor staff.

**DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:**

**All delivery personnel will adopt the following safety procedures when making deliveries to any State location:**

1. Exercise caution when maneuvering to avoid damage to containment walls.
2. Inspect tank, fittings and liquid level indicator prior to filling.
3. Place drip pans under all hose fittings prior to loading or unloading.
4. Block truck wheels before starting to load or unload.
5. Remain with the vehicle while loading or unloading.
6. Drain loading or unloading line to storage tank when loading or unloading is complete.
7. Verify that all drain valves are closed before disconnecting loading or unloading lines.
8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite State personnel.
10. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the bidder assumes all physical and financial responsibility, as well as, all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

**NOTE TO BIDDERS:**

Successful Vendor(s) are responsible for replacement of any State property that is damaged by the bidder(s) employees or equipment whether as the result of an incident at time of delivery or caused by heating system failure due to late delivery of fuel (building freeze ups). This stipulation applies to call in fuel requests exceeding the delivery time stated within and "automatic delivery" specified locations stated herein

**PRICING - BIDDING FORMATS**

**FIXED PRICE FORMAT**

**BID BASIS:**

Under the fixed price format, Vendor shall offer a price per gallon minus the "PERC" fee. The "PERC" fee shall be added to the Vendor's offered fixed price per gallon, by the State, to achieve the **total** fixed price per gallon per location as shown in the offer section. The total price offered shall remain firm for the contract term specified. The **total** price shall be based on the "ESTIMATED" volume stated for each of the locations being bid and the fixed price shall include all taxes, fees, delivery cost and all other charges.

Locations which are flagged as "Location will bring tanks to business for refill" (Tenney Mountain in District 2, Mt. Whittier in District 3, Hyland Hill in District 4, and Blue Job in District 6) Agency personnel shall bring individual 100 lb tanks to Vendor location to be filled as needed.

**VENDORS, BE ADVISED, Pricing offered under the fixed price format shall remain firm from the bidding opening date/time until 4:30 PM the next business day. The Bureau of Purchase and Property shall notify the apparent low bidder of their awarded locations based on the price format chosen within this period.**

**OFFER:**

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension. **Please see '2313-20 Offer Sheet' attachment for individual location offer section.**

**VENDOR CONTACT INFORMATION:**

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

Bailee Eddings	913-660-1540	913-660-1540
Contact Person	Local Telephone Number	Toll Free Telephone Number
baileeeddings@ferrellgas.com	ferrellgas.com	861017291
E-mail Address	Company Website	DUNS #
Ferrellgas, LP	7500 College Blvd Suite 1000 Overland Park, KS 66210	
Vendor Company Name	Vendor Address	

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- NH District Map
- 2313-20 Offer Sheet
- OPIS Propane Daily 2-15-19

**DELIVERY LOCATIONS:**

Attachment "Propane Locations" contains the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are 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.

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

# Business Information

## Business Details

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Business Name: FERRELLGAS, INC.	Business ID: 228932
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 06/08/1995	Name in State of Incorporation: FERRELLGAS, INC.
Date of Formation in Jurisdiction: 06/08/1995	
Principal Office Address: ONE LIBERTY PLZ, LIBERTY, MO, 64068, USA	Mailing Address: One Liberty Plz, Liberty, MO, 64068, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2020
	Next Report Year: 2021
Duration: Perpetual	
Business Email: taxsupport@ferrellgas.com	Phone #: NONE
Notification Email: taxsupport@ferrellgas.com	Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / ANY LAWFUL ACT,BUSINESS,ACTIVITY FOR WHICH A CORP MAY BE ORGANIZED, ETC.	

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# CERTIFICATE OF LIABILITY INSURANCE

8/1/2020

DATE (MM/DD/YYYY)

7/11/2019

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 80265 FERRELLGAS, L.P. ONE LIBERTY PLAZA LIBERTY, MO 64068	<b>INSURER A:</b> Old Republic Insurance Company		24147
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES MAIN 1 CERTIFICATE NUMBER: 13618912 REVISION NUMBER: XXXXXXXX**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500,000 (SIR)  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	MWZY-302658 19	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	MWTB-313936 19	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	MWC 302657 19	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>CARGO</b>	N	N	MWTB-313936 19	8/1/2019	8/1/2020	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THE LIMIT EVIDENCED FOR GENERAL LIABILITY INCLUDES A \$500,000 SIR.

**CERTIFICATE HOLDER****CANCELLATION**

13618912  
 EVIDENCE OF INSURANCE

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

*Joseph M. Agnello*

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Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Propane, Supply & Deliver	Agency:	Statewide
Bid #	2313-20	Requisition: #	N/A
Agent Name	Ryan Aubert	Bid Closing:	5/8/20 10:00 AM
Product Description	Epsom Liquore Store #83	FerrellGas Total Fixed Price/Gal (Excl. PERC fee)	Rymes Total Fixed Price/Gal (Excl. PERC fee)
		1,2780	1,2825
DISTRICT 5			
↓			
<b>Grand Totals</b>		<b>Awarded Vendor</b>	
Lancaster Liquor Store #37		FerrellGas	

[

Legend: Blue Font = Automatic Delivery

DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER
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\*\*\*FOLL

LIQUOR COMMISSION	EPSOM LIQUOR STORE #83	ANNIE BULLIS 230-7045
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# FerrellGas

**TOTAL FIXED PRICE/GAL.  
(excl. PERC fee)**

**TOTAL FIXED  
PRICE/GALLON  
(Including PERC Tax  
of \$0.005/gal)**

\$ 1.2780

\$ 1.2830