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

Date: **7/6/16**

Bid No.: **1890-17**

Date of Bid Opening: **7/18/16**
Time of Bid Opening: **2:00 PM (EST)**

YOU MAY EMAIL YOUR BID TO DANIELLE BISHOP AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: PEDAL TRUCK DIESEL – ON/OFF ROAD, SUPPLY & DELIVER

[Insert name of signor]_____, on behalf of _____ [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 1890-17 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 Opening 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: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-I:11-c within the past year.

This document must 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** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the _____ day of _____, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, 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: _____ **(Date)**

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.

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 constitutes 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 opening. 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 opening, unless otherwise specified in the RFB timeline. 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 opening, 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 be in triplicate showing 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 known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and 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: PEDAL TRUCK DIESEL – ON/OFF ROAD, SUPPLY & DELIVER

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the diesel fuel 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. Product ordered under any resulting contract must 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 must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must 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 PRCHWEB@NH.GOV**. All bids must 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 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

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

7/6/2016	Bid Solicitation distributed on or by
7/11/2016	Last day for questions, clarifications, and/or requested changes to bid
7/18/2016	2:00 (EST) PM Bid Opening
7/20/2016	Estimated Notification(s) of Award to apparent low bidder/s

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will 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 will 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 and addenda) 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 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, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, 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 Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is *not* acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

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 Vendor 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 will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will 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 RSA 21-G:37 or any other applicable law or regulation, Vendors 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 will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor 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 Vendor.

Notwithstanding 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.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

ELIGIBLE PARTICIPANTS:
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 Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:
The term of the contract shall be from August 1, 2016 or the date of award, whichever is later, through July 31, 2018, a period of approximately two (2) years, upon approval of the Commissioner of the Department of Administrative Services.

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 must 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 must 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: *http://DAS.NH.Gov/Purchasing*

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will **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: http://www.sos.nh.gov/corporate.

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, by the using agency, the Vendor will 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.

REQUEST FOR CHANGES AND/OR CLARIFICATION:
Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must 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 must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. 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 must be submitted by E-mail to Danielle Bishop at the following address: Danielle.Bishop@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 will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is http://das.nh.gov/Purchasing/vendorresources.asp.

BID PRICES:
Bid prices must be in US dollars and must 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 **must be built into your bid price** at the time of the bid. 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 bidder.

BID RESULTS:
Bid results may be viewed when available, once the award has been made, on our web site only at: **http://das.nh.gov/purchasing.**

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

ABILITY TO PROVIDE:
Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of **Ultra Low sulfur diesel fuel or Additive Premium Ultra Low sulfur diesel fuel or B5 biodiesel fuel blend without** any delay or substitution 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 and eligible participants upon request.

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 will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

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 CONTRACT VALUE:
The annual value of the contract is estimated to be $350,000 for all locations. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

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. These quantities **do not** include any eligible participant usage.

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

- Contract Number
- Utilizing Agency and Eligible Participant
- Quantity and description of product purchased
- Total Cost of all Products Purchased

CONTRACT CONSUMPTION – TRACKING / REPORTING – DOT FUEL DISTRIBUTION
The successful bidder shall submit consumption reports on a monthly basis to DOT – fuel distribution and the purchasing agent. The consumption report shall include transaction history for the previous month and in total from contract inception. The reports shall be received by the 10th day of the month for the previous month's activity. The report shall include the following data at a minimum:

- District number
- Delivery Agency
- Physical location with tank id if available
- Date of delivery
- Gallons delivered
- Product type (PREMIUM ULSD)
- Total gallons delivered to date by delivery type (PT) per district

Reports shall be emailed to: Brian Pike - Fuel Distribution Supervisor
DOT – Fuel Distribution
Email: bpike@dot.state.nh.us

DELIVERY TIME:

PLEASE REFER TO DELIVERY POLICY, PROCEDURES, REQUIREMENTS SECTION (page 12)

The successful Vendor will be required to accomplish delivery of order(s) under the contract within 48 hours from the placement of the order.

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

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will 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 must be no delay in any shipment; the agency must receive the product 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 State department of 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. Invoicing for eligible participants will be in accordance with their individual requirements.

It will be the responsibility of the bidder to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract bid. Inaccurate or incomplete invoices will be returned to the contract bidder 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 Oil Price Daily" posting, plus mark-up shall be considered a discount.

Invoices shall indicate all data stated below. **Item 8 may be itemized by line or shown in total titled "Environmental Fees" on each invoice.**

- The quantity delivered
- Description of product delivered
- Date of delivery
- Dip stick reading before and after delivery
  - Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Or 406.03* or the most recent revision
- Tank I.D. number if available
- Delivery location, agency and physical address
- Contract price per gallon as stated in offer section
- **All applicable environmental fees see attached chart.**

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: CHRISTMAS WAS OBSERVED ON A THURSDAY IN 2014),** invoices for those delivery dates will be calculated against the posted price on the **previous** business day.

PAYMENT:
See Offer Section: Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: **http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P**
Eligible participants will negotiate their own payment methods with awarded vendor.

CONTRACT AWARD:
Award(s) shall be made by category and district. Award(s) will be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest total mark-up per product category within a district (there are 6 districts and up to 2 categories {A & B} per district) of the offer section. Pricing provided for supply of B5 biodiesel shall not be considered as a basis for contract award. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

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

PRODUCT SPECIFICATIONS, OPTIONS AND COMPLIANCE

PRODUCT OPTIONS:
During the term of the contract, State agencies may order either of two (2) products for their use: o**ff-road dyed ultra Low sulfur diesel OR premium additive on-road ultra low sulfur diesel fuel**

PRODUCT COMPLIANCE:
It is mutually agreed that if the fuel sold, furnished and delivered by the successful bidder to the State of New Hampshire, does not conform to the standard specifications included in this bid, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said contract holder. The contract-holding vendor will be responsible for removing the non-conforming fuel (see returned product/incorrect invoices and deliveries above). The State may request an analysis, from an approved laboratory, of the fuel delivered at no cost to the State.

PRODUCT REQUIREMENTS AND SPECIFICATIONS

- Specifications for "Ultra Low Sulfur Diesel Fuel" are stated below. Supplied products will meet specifications as written or the most recent revised ASTM specification.

PROPERTY	ASTM TEST METHOD	GENERAL REFERENCE FUEL SPECIFICATIONS
SULFUR CONTENT	D5453-93	15 PPM MAX
AROMATIC HYDROCARBON CONTENT, VOL %	D5186-96	10% MAX
POLYCYCLIC AROMATIC HYDROCARBON CONTENT, WT. %	D5186.96	1.4% MAX
NITROGEN CONTENT	D4629-96	10 PPM MAX
NATURAL CETANE NUMBER	D613-84	40 MINIMUM
GRAVITY, API	D287-82	33-39
VISCOSITY AT 40` C, sCt	D445-83	2.0 – 4.1
FLASH POINT `F (MIN.)	D93-80	130
DISTILLATION, `F	D86-96	
IBP		340 – 420
10% REC		400 – 490
50% REC		470 – 560
90% REC		550 – 610
EP		580 – 660

ADDITIVE PREMIUM ULTRA LOW DIESEL REQUIREMENTS
In addition to the ultra low sulfur diesel specifications stated within, this bid shall also require the following "premium" characteristics. These characteristics shall be adopted and included in the ultra low sulfur component of the premium ultra low diesel product delivered.

To comply with RSA 228:24-a, II the locations requiring Additive Premium Ultra Low Sulfur Diesel will be required to utilize B5 Biodiesel fuel should the delivered price of B5 biodiesel be less costly than 100 % petroleum diesel.

Premium Ultra Low Diesel Fuel. - All diesel fuels identified on retail dispensers, bills of lading, invoices, shipping papers, or other documentation with terms such as premium, super, supreme, plus, or premier must conform to the following requirements:

a) **Cetane Number. -** A minimum cetane number of 47.0 as determined by ASTM Standard Test Method D 613.

b) **Low Temperature Operability. -** A cold flow performance measurement which meets the ASTM D 975 tenth percentile minimum ambient air temperature charts and maps by either ASTM Standard Test Method D 2500 (Cloud Point) or ASTM Standard Test Method D 4539 (Low Temperature Flow Test, LTFT). **Low temperature operability is only applicable October 1 - March 31 of each year.**

c) **Thermal Stability. -** A minimum reflectance measurement of 80% as determined by ASTM Standard Test Method D 6468 (180 min, 150 °C).

d) **Lubricity.** - A maximum wear scar diameter of 520 microns as determined by ASTM D 6079. If an enforcement jurisdiction's single test of more than 560 microns is determined, a second test shall be conducted. If the average of the two tests is more than 560 microns, the sample does not conform to the requirements of this part.

1. Successful bidder(s), at their expense shall furnish, upon request for the state agency, an analysis from an approved laboratory of the fuel delivered to any state location.

2. Successful bidder(s) may utilize other distributors for supply and/or delivering Premium Ultra low sulfur diesel, Ultra low sulfur diesel or ultra low sulfur kerosene with prior written approval from the Administrator of the Bureau of Purchase and Property. Such approval will not warrant any increase in the State's purchasing price.

3. Successful bidder(s) guarantees to be the base supplier if necessitated by imposition of the State of federal allocation plans.

4. Successful bidder(s) is responsible for replacement of any State property that is damaged by the bidder(s) employees.

NH DOT PREMIUM DIESEL PROGRAM:

The NH Department of Transportation Bureau of Fuel Distribution manages all Locations shown in the location section of this bid that state "DOT/ FUEL DISTRIBUTION" in the far left column. All these stated locations currently purchase and store Additive premium Ultra Low Sulfur Diesel fuel in their tanks.

NH DOT PREMIUM DIESEL PROGRAM – WINTER PREMIUM DIESEL TEMPERATURE PROTECTION:

The following cloud points will apply for all awarded locations in the district specified below. These guidelines are the minimum protection cloud points required, all winter premium fuel deliveries shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order. Please see attached State of New Hampshire district Map for district designations.

ALL DOT FUEL DISTRIBUTION LOCATIONS:

- October 1 to December 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed + 8 ^{0}F cloud points.

- December 15th to March 14th - Ultra low sulfur additive premium winter diesel with temperature protection characteristics that meet or exceed -5^0 F cloud points

- In compliance with State of New Hampshire RSA #228:24-a, II awarded vendor(s) for DOT Fuel Distribution Locations shall make B5 biodiesel blend available upon request by the State.
  - The B5 biodiesel product supplied shall meet ASTM D975-15 or most recent.
  - The B100 Biodiesel product supplied shall meet D6751-12 specification, or the most recent revised specification, (current Non-ASTM specifications may be found under "Specifications" at: http://www.afdc.energy.gov/fuels/biodiesel_specifications.html
  - Biodiesel (B100) and the petroleum diesel blend stock must meet their respective ASTM specifications before blending.

COMPLIANCE DOCUMENTATION – SULFUR CONTENT

In compliance with State of New Hampshire Department of Environmental Services RSA #ENV-A-1607.01 or most recent revision, Awarded vendors shall be required to supply a statement of compliance with regard to the sulfur content of the diesel fuel products delivered to the State of New Hampshire. The Statement shall be on company letter head and read: "the sulfur content of the fuel as delivered does not exceed the state or federal standard for that fuel" and signed by a duly authorized agent of that company. These documents shall are kept on file with the bid offers for the term of the contract. The state currently maintains a list of these documents on file and after the bid award process has been completed, the State will notify any awarded vendor to supply the required document if it is not previously on file.

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 locations, **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 original vendor. The vendor responsible for the **error** 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 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 the States purchases to the awarded bidder in support of a claim for credit or payment under section 6427 of the Internal Revenue Code in the form attached hereto. The supplied exemption certificates shall not apply to those Political sub-divisions, school buses, qualified local buses or other qualified entities that choose to "participate" under the RSA 21-l provision.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS

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. **DIPPING TANKS** - State agencies require all vendors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire *"Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring"* or the most recent revision.

3. **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.

4. **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.

5. **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.

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 said vendor has a contract at no additional cost to the State.

7. **EMERGENCIES** - Bidder further agrees to deliver in less time **in case of emergencies** to the best of his ability. If delivery requirements are not met, the buyer reserves the right to purchase elsewhere, charging any additional costs back to the original vendor.

8. 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 diesel fuel, as it may deem necessary, during the contract period.

9. The use of a private carrier to make delivery **does not** relieve the successful bidder 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.
- The quantity of product delivered
- Description of product delivered
- Date of delivery
- Tank I.D. number if available
- Delivery location, agency and physical address
- 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
- Bidder may offer a cash discount for earlier payment on invoices

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

All fuel 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 personnel.

10. In a case where the leak, spill or overfill takes place at a **DOT fuel distribution location,** in addition to reporting the incident to onsite personnel, delivery personnel will contact **agency immediately @ 603-271-6862.**

11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc) while unloading product.

12. Delivery personnel shall clean the manhole of any product they may have spilled during delivery.

DELIVERY – TANK CONTAMINATION:

If a vendor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (IE diesel fuel and gasoline etc.), the vendor shall take the following steps to correct the situation:

1. The vendor that delivered the product to the wrong tank shall contact the agency owning the fuel tank to convey the situation as soon as the vendor becomes aware of the situation.
2. The Vendor shall then pump out the total contents of the contaminated tank, both existing product and the newly delivered product.
3. It shall be the vendors responsibility and cost to properly dispose of the contaminated fuel and clean the tank
4. The vendor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered.
5. The vendor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product
6. the vendor shall work without delay to remedy the error so the fuel tank may be put back in service ASAP by the state agency

MINIMUM DELIVERY IN GALLONS FOR STANDBY GENERATORS

Agencies shall contact the vendor for fuel delivery when the agency deems it necessary. Agencies are responsible for reviewing the volume of fuel in the generator fuel tank prior to placing an order to be sure it will accept the minimal amount.

Deliveries accepting less than the minimum amount for the generator tank size shall utilize the following minimum delivery fee chart when calculating invoices for said deliveries.

DELIVERY FEE MATRIX FOR STANDBY GENERATOR DELIVERIES

LINE	TANK SIZE	MINIMUM GALLONS DELIVERED	LESS THAN MINIMUM QTY DELIVERED FEE
1	≤ 150 GALLON TANK	50 GALLONS	$100 FEE
2	151 - 300 GALLON TANK	75 GALLONS	$100 FEE
3	301 - 500 GALLON TANK	100 GALLONS	$100 FEE
4	501 - 750 GALLON TANK	150 GALLONS	$100 FEE
5	751 – 1,000 GALLON TANK	200 GALLONS	$100 FEE
6	1001 – 2500 GALLON TANK	250 GALLONS	$100 FEE
7	2500+ GALLON TANK	250 GALLONS	$100 FEE

A - TANK SIZE ESTABLISHED BY WHAT IS STATED IN THE OFFER SECTION UNDER "TANK SIZE"

B - IF GENERATORS THAT HAVE 2 OR MORE TANKS PIPED TOGETHER, THEN THE TANK SIZE IS BASED ON THE TOTAL OF ALL COMBINED TANKS.

C - FEES & CALCULATIONS ARE BASED AGAINST EACH GENERATOR DELIVERY REGARDLESS OF HOW MANY ARE ON A SINGLE SITE OR COMPLEX

D - THIS PRICE/FEE SCHEDULE APPLIES TO "STANDBY GENERATOR" ACCOUNTS ONLY

DELIVERY – "WILL CALL" OR "AUTOMATIC":

There are locations stated on the attached location sheets that require "will call", "automatic delivery" and some are left blank. **If nothing is stated, it shall be assumed they are will call" locations.** Agencies wishing to change location delivery status from "will call" to automatic delivery or vice versa shall contact the account contractor **in writing** and request the change. Agencies shall also provide the necessary **previous delivery history** data if it is not available under the past "will call" format.

DELIVERY - AUTOMATIC DELIVERY REQUIREMENTS – STATE AGENCY RESPONSIBILITIES

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 bidder with the previous delivery history data (1 year worth of consumption is preferable) so the bidder may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previously contracted vendor. Agencies should monitor their fuel

tank consumption for the first 3 months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

BID OFFER SECTION CATEGORIES AND DISTRICTS:

GENERAL

The offer section has been divided into 6 districts within this bid and contains all the locations requiring pedal truck diesel fuel service at the time the bid was assembled.

BID OFFER FORMAT – DECIMAL PLACES:

Offers for the indexed based format are to be PER GALLON. Offered price per gallon or markup offers will not exceed 4 places to the right of the decimal (example .0001). Bidders shall round up to four places to accommodate the current state 5 digit OPC fee.

SOLICITATION PRICING FORMAT

INDEX BASED BID FORMAT:

DIESEL - Bidder(s) must offer prices for diesel fuel from the ***"Oil Price Daily"*** **(Portsmouth, NH Low)** in effect on the date of delivery, from "Daily Petroleum Prices" section. See enclosed sample format dated 6/29/2016 ***($1.5753 for premium Ultra low sulfur diesel fuel), ($1.5479 for Ultra low sulfur diesel fuel).***

BIODIESEL FUEL BID BASIS: Bidders offering a price for Category A: DOT Fuel Distribution locations must offer prices for B5 biodiesel blend. Bidder(s) shall make offers based on the B5 Biodiesel posting from the "Opis wholesale B5 SME Biodiesel Prices" listed under the "Providence, RI, OPIS gross wholesale B5 SME Biodiesel prices **LSN2P** Low Rack column" section of the publication. (Sample document attached).

- Bidder shall offer a markup per gallon per category within a region that shall remain firm for the contract term specified and any extension thereof
- The markup shall be based on the "ESTIMATED" volume stated for each of the product category being bid and price shall include all taxes, fees, delivery cost and all other charges.
- Thereafter, bidders will base their pricing, during the term of the contract, on the "*Oil Price Daily"* (Portsmouth Low) price on day of delivery, plus mark-up.
- From approximately October through March, Ultra Low Sulfur Diesel may change from the "Portsmouth Low price" to the "Portsmouth High price" to accommodate the Winter Blend shift.
- Fuel price postings may increase or decrease during the term of the contract in accordance with the "*Oil Price Daily*" postings. Mark-up prices offered by the bidder will include all current taxes and fees to achieve the total mark-up cost per gallon offered by the bidder**.**
- This value shall be added to the index price posted for the **date of delivery** to achieve the **total** price per gallon for the product delivered.

CONTRACT AWARD FORMATS:

Awards are made by category and district. Awards will be made to the vendor offering the lowest total mark-up per product category within a district (there are 6 districts and up to 2 categories {A & B} per district) of the offer section. Pricing provided for supply of B5 biodiesel, although required, shall be for informational purposes only and will not be considered as a basis for contract award.

BIDDER OPPORTUNITY:

Bidder may bid on: One or more categories as shown on the bid offer sheets, there are up to 2 categories total

- "CATEGORY A" – PEDAL TRUCK DELIVERY – PREMIUM *ON ROAD* ULTRA LOW SULFUR DIESEL
- "CATEGORY B" – PEDAL TRUCK DELIVERY – *OFF ROAD* (DYED) ULTRA LOW SULFUR DIESEL

STATE LOCATIONS

- Locations are listed individually while others have multiple tanks and are **grouped** together within a district**.** All **grouped** tanks are located on one premise.
- District 1 through 6 districts as shown on the bid offer sheets and district map , (see attached)
- There is a single pricing format, **index based using the Oil Price Daily (or OPIS Biodiesel Rack)** as the rack + mark up

- Bidders may bid in as many districts and on as many categories as they feel they can service effectively.

- The act of submitting a bid is to be considered in full acknowledgment that the bidder is familiar with the conditions and requirements of these specifications and the locations delivery requirements.

- Bidders providing a price for the DOT Fuel Distribution locations listed in Attachment A must supply a markup for Additive Premium ULSD, **AND** a markup for the B5 biodiesel blend as referenced above.

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 prices bid in the attached offer sheet for the entire contract term and any extension.

DELIVERY LOCATIONS:

Attachment A includes 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. This listing **does not** include any eligible participants.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Local Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website

_____ _____

Vendor Company Name DUNS #

_____

Vendor Address

ATTACHMENTS:

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

Attachment A: On-Off Road Diesel Locations
Attachment B: DOT District Map
Attachment C: DOT Delivery Request Form Example
Attachment D: OPIS Oil Price Daily 6-29-16 Example
RFB 1890-17 Offer Sheet

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