

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

Contract for: GASOLINE – PEDAL TRUCK & 89 OCTANE SUPPLY & DELIVERY

Please review and approve the attached request for Gasoline – Pedal Truck and 89 Octane Supply and Delivery

* * * * *

Submitted By: Danielle Ruest
Danielle Ruest
Purchasing Agent,
Purchase & Property

Date Signed: 1/15/15

Recommended By: Robert D. Stowell
Robert D. Stowell,
Administrator,
Purchase & Property

Date Proposed: 1/15/15

Endorsed By: Michael P. Connor
Michael P. Connor
Deputy Commissioner,
Dept. of Adm. Serv.

Date Endorsed: 1/15/15

Approved By: Linda M. Hoagdon Asst Comm
Linda M. Hoagdon
Commissioner,
Dept. of Adm. Serv.

Date Approved: 1/15/15

VENDOR NAME: Dennis K. Burke, Inc.

VENDOR #: 174496

Contract 30 Month Fixed Price Offered (total delivered price):

DISTRICT 1 Pedal Truck Conventional Gasoline, guaranteed 87,125 gallons at \$2.3646/gallon

DISTRICT 3 Tractor Delivery Conventional Gasoline, 89 Octane, guaranteed 44,625 gallons at \$2.3646/gallon

DISTRICT 5 Pedal Truck Reformulated Gasoline, guaranteed 35,913 gallons at \$2.3646/gallon

Total Gallons = 197,250 gallons

85% of total gallons (guarantee) = 167,663 gallons

Contract term: February 1, 2015 to July 31, 2017

Locations: see attached spreadsheet

Contractor Authorized Name (Print): Joseph Cole

Contractor Authorized Signature: Joseph Cole

This document shall be signed by a person who is authorized to legally obligate the responding Contractor.

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

Date: 12/23/14

Bid No.: 1701-15

Date of Bid Opening: 1/9/15

Time of Bid Opening: 10:00 AM (EST)

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

BID INVITATION FOR CONTRACT: GASOLINE – PEDAL TRUCK & 89 OCTANE SUPPLY & DELIVERY

[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 1701-15 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 [Signature] Authorized Signor's Title CFO

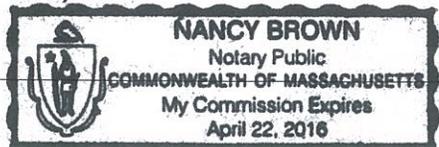
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Suffolk STATE: MA ZIP: 02150

On the 9 day of JANUARY, 2015, personally appeared before me, the above named Joseph Cote, in his/her capacity as authorized representative of Dennis K. Burk, 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.

[Signature]
(Notary Public/Justice of the Peace)



My commission expires: _____ (Date)

Unless specifically amended or deleted by the Division of Plant and Property Management, 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.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

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) working days prior to the bid opening. 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 law 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 certificate 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 Plant and Property Management, 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 complete 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 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 repurchase 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 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 the 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 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 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:
A CONTRACT FOR: GASOLINE – PEDAL TRUCK AND 89 OCTANE SUPPLY AND DELIVERY**

INSTRUCTIONS TO VENDOR

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

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. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 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.**

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 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 SUBMISSIONS

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, 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 attempt to maintain the confidentiality of portions of a bid 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 a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, 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 bid, 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.

PURPOSE

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) 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 must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

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 through the Department of Transportation. These entities are autonomous and may participate at their sole discretion. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM

The intent of the State is that the term of the contract shall be for a period of approximately 30 months (February 1, 2015 through July 31, 2017). 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 up to a maximum of five years, with the 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 (index based markup contract only).

VENDOR CERTIFICATIONS

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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://admin.state.nh.us/purchasing/Contractor.asp>
- **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.

CERTIFICATE OF INSURANCE

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per occurrence or \$1,000,000.00 per occurrence with \$1,000,000.00 umbrella.

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.

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 requested changes to this bid invitation by the Vendor must be received in writing at the Bureau of Purchase and Property no later than **Friday, January 2, 2015 at 4:30 PM (EST)**.

Questions must be submitted by E-mail to Danielle Ruest at the following address: Danielle.Ruest@nh.gov

SITE VISITATION

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

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.

ADDENDUM

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, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

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, 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.

BID RESULTS

Bid results may be viewed when available, once the award has been made, on our web site only at: http://www.admin.state.nh.us/purchasing/bids_posteddate.asp.

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses 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 **reformulated or conventional gasoline** without 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 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.

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 (3) working days from the date the order is placed. However, there must be no delay in any

shipment; the agency must 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.

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.

USAGE

The annual quantity of gasoline for the purposes of this bid is 86,900 gallons. This figure does not include any eligible participant figures. The State reserves the right to make additions or deletions to the list of delivery locations and to adjust the quantity of gasoline, as it may deem necessary, during the contract (as long as that amount is not less than the guaranteed minimum).

"**Guaranteed gallons – 85% of annual**" - are quantities guaranteed for consumption during contract term. "Guaranteed gallons – 85% of annual" would **only apply to fixed price contract awards** and shall not apply to any index base contract awards (see "**contract award**" section).

SPECIFICATION COMPLIANCE

Vendor's offer must 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.

BID OFFER SECTION CATEGORIES AND DISTRICTS

GENERAL

The offer section has been divided into 3 districts (plus 89 Octane for District 3) within this bid and contains all the locations requiring gasoline fuel service at the time the bid was assembled.

BID OFFER FORMAT – DECIMAL PLACES

Offers for the fixed price format or 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.

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 **or** fixed price per product category within a district (there are 3 districts and up to 2 categories {B, pedal truck or C tractor trailer – 89 octane} per district) of the offer section.

BIDDER OPPORTUNITY

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

1. "CATEGORY B" – PEDAL TRUCK DELIVERY – conventional or reformulated gasoline
2. "CATEGORY C" – TRACTOR TRAILER DELIVERY – conventional 89 OCTANE gasoline (*DISTRICT 3 SECTION C ONLY*)

STATE LOCATIONS

1. Locations are listed per delivery type per district.
2. District 1 through 6 as shown on the bid offer sheets and district map, (see attached)
3. There are 2 pricing formats, index based using the Oil Price Daily / OPIS (formerly the Journal of Commerce) as the rack + mark up and fixed price.
4. Bidders may bid in as many districts and on as many categories as they feel they can service effectively. Bidders must have the capability to deliver to all locations in a district in order to bid on that district.

CONTRACT AWARD – DETERMINATION

1. Contracts will be awarded to the Vendor/s with the lowest total delivered **fixed price or index based** price per district or category within a district as stated in the offer section of this solicitation at the discretion of the State.
2. The State reserves the right not to award districts or section with fixed prices not deemed in the best interest of the State. The State shall be the sole determining factor in this decision process.

SOLICITATION PRICING FORMATS

INDEX BASED BID FORMAT

GASOLINE - Bidder(s) must offer prices for gasoline fuel from the Oil Price Daily / OPIS (formerly *Journal of Commerce*) (**Portland Maine low – Conventional**) or (**Boston Mass low – reformulated**) **UNBRANDED LOW POSTING** in effect on the date of delivery, from "Daily Petroleum Prices" section. Please see enclosed sample format dated 12/19/2014 (\$1.6870 for conventional fuel), (\$1.5930 for reformulated fuel). Reference Oil Price Daily / OPIS conventional low post for 89 octane conventional fuel for District 3 Section C (\$1.7864 on attached sample).

1. Bidder shall offer a markup and transportation price per gallon per category within a district that shall remain firm for the contract term specified unless the State exercises the lock price option.
2. The price shall be based on the volume stated for each of the product categories being bid and price shall include all taxes, fees, delivery cost and all other charges.
3. Thereafter, bidders will base their pricing, during the term of the contract, on the Oil Price Daily / OPIS (Portland or Boston Low) price on day of delivery, plus mark-up and transportation.
4. Mark-up and transportation prices bid by the successful bidder shall remain firm for the product category for the term of the contract and any extension thereof and shall include delivery and all other charges.
5. Fuel price postings may increase or decrease during the term of the contract in accordance with the Oil Price Daily / OPIS postings. Mark-up and transportation prices offered by the bidder will include all current taxes and fees to achieve the total mark-up and transportation 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.

INDEXED BASED PRICING VERIFICATION

Agencies shall verify pricing from OPIS through the Bureau of Purchase and Property. Please contact Danielle Ruest at (603) 271-3290 or email at DANIELLE.RUEST@NH.GOV for assistance.

INDEX BASED CONTRACT TERMINATION

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful bidder a thirty (30) day written notice. This condition applies to an index based award / procurement

format only.

STATE OPTION FOR CONTRACT CONVERSION FROM INDEX BASED FORMAT TO "LOCK" FIXED PRICE

At a point during the term of a contract(s) issued from this solicitation and in the States opinion and the best interest of the State, if the market is in a favorable position, the State **may** choose to "lock" a fixed price per gallon for an amount of gallons that is approximate to the usage over a certain period of time (e.x., 12 months of gasoline usage). If this option is exercised by the state, the following parameters shall apply;

THE STATE SHALL, HAVE, BE OR PROVIDE

1. The state shall provide awarded vendor(s) with a lock price at its discretion.
2. The state may change the "lock" price in accordance with budget limitations OR anticipated market direction at its discretion.
3. Any change in the States "lock" price would be communicated via email on a "contract fixed price lock option document".
4. If the state should exercise the lock option, it would lock for a minimum usage over the period of one (1) year starting on the date of the lock.
5. The fixed price lock agreement, shall commence on deliveries effective the date both parties (state and vendor) sign the contract fixed price lock option document.
6. If and when the market provides the "Lock" price, the vendor shall email the offer to Danielle Ruest, Purchasing Agent at Danielle.Ruest@nh.gov
7. At this point, the State may choose to accept or reject the "Lock" price tendered. The State may also choose to change / lower the "Lock" price or range if a downward price trend is anticipated in the market.
8. The time frame window provided for a State decision to "Lock" or "Pass" is **6 business hours** starting from the time the email offer is tendered by the vendor via email. The clock in the computer receiving the email shall prevail as official time.
9. The established basis of Business hours shall be from 8:00 AM EST to 4:30 PM EST Monday through Friday, non-state holidays, (see below for State observed holidays).

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

Offers tendered by the vendor that are received after 12:00 noon EST shall have the 6 hour window extended to the next business day (excluding weekends) for the time difference to equal 6 hours total. The vendor would be required to guarantee the fixed price agreed to for a minimum usage over the period of one (1) year.

THE VENDOR SHALL, HAVE, BE OR PROVIDE

1. Upon notification of the State's chosen "Lock" price, the vendor shall follow market trends and direction and notify the State when or if the "Lock" price is available.
2. The vendor will incorporate all of its costs including field purchase, delivery, taxes, all fees, margin and the 25% performance bond cost for the guaranteed gallons into the "Lock" price (**see performance bond specifications in FIXED PRICE section**).

*******END OF INDEX BASED BID FORMAT*******

FIXED PRICE FORMAT

OFFERS – FIXED PRICE

Offers shall be PER GALLON. Offers shall not exceed **4 places** to the right of the decimal (example .0001). Contracts will be awarded to the Vendors/s with the lowest total delivered fixed price per location or group of locations as stated in the offer section of this solicitation. The following criteria shall apply;

1. Fixed price offers shall be for the volume usage over 12 months, 24 months, and/or 30 months. If contract is awarded by fixed price the State reserves the right to award contract for 12 months, 24 months, or 30 months.
2. If a fixed price contract is awarded for the 24 or 30 month option, the State reserves the right to pull volume forward from future months at the same fixed price.
3. If at any time the fixed price usage volume has been depleted the State, at its discretion, may purchase fuel from the "rack" plus a negotiated markup and transportation price (if vendor submitted an offer in the index based offer section for that location and category, the applicable markup price will be used) or negotiate a new fixed price for a volume of gasoline.

LOCATION ADDITIONS / DELETIONS DURING CONTRACT TERM

1. In the case of a location deletion during the term of the contract and any extension, the locations guaranteed volume would be consumed under the contract.
2. In the case of a location addition during the term of the contract and any extension, the bidders guaranteed volume established before the added location would be honored and the added location may be added at a fixed price agreeable by the state and the bidder.

SPECIFICATION – PERFORMANCE BOND

1. If a fixed price award is made, a performance bond shall be required for 25% of the guaranteed volume (**Bond value shall be the total of all offered fixed price x guaranteed gallons**) of the contract awarded as stated by district and category in the location section stated within this solicitation. The state shall notify the apparent low bidders of their awarded volumes. The completed performance bond shall be received at the Bureau of purchase and property within 10 days after the award of the contract. The cost of the performance bond shall be the bidder's sole responsibility. If awarded bidder fails to provide proof of bond as indicated below, the awarded bidder will be considered in default of the contract.
2. If the State chooses to award a fixed price contract based on 24 or 30 months, a 25% performance bond is required for 12 months' worth of fuel usage and the bond must be renewable for the following 12 months of usage (and then an additional 6 months of usage if a 30 month fixed contract is awarded). Proof of bond must be provided within 10 days after the first 12 month bond has expired (and 10 days after the second bond has expired if awarded a 30 month contract).
3. In addition to the other required documents, Bidders shall supply a letter from their chosen bond company, insurance company or other bond source on the bond source letterhead that states the bond source will supply a bond in the value of the bidders awarded value in dollars should the States option for conversion to fixed price be exercised.
4. The bonding source shall utilize a value of the fixed or "lock" price (ex., \$2.60 US per gallon) of reformulated or conventional gasoline. The value per gallon shall be multiplied by the "guaranteed sub-total quantity (85% of annual) per section per district for all districts and sections awarded.

5. BOND VALUE EXAMPLE

DISTRICT 1 CATEGORY B – 34,850 GALLONS
DISTRICT 3 CATEGORY B – 5,100 GALLONS
DISTRICT 5 CATEGORY B – 18,900 GALLONS

TOTAL 58,850 gallons X \$2.60 X 25% = \$38,272.00 US DOLLARS

6. The letter from the bonding source would agree to supply a bond on behalf of the bidder in the value stated above. The letter and this document (signed) shall be supplied as part of the bid offer and be included and submitted with pages of bid 1701-15.

FIXED PRICE & DEFAULT PRICING ONCE GUARANTEED "LOCK" GALLONS ARE DEPLETED – STATES OPTION

(Only Applicable if Contract is initially awarded based on Fixed/Lock Price)

1. In order to effectively utilize all the guaranteed gallons contracted for, the state reserves the right to transfer any quantity of guaranteed gallons from one district to another as long as the 2 districts affected are under the same contract.
2. If there is a price per gallon difference between the 2 districts. The State shall pay the higher of the 2 contract prices for the guaranteed gallons transferred.
3. Bidder/s is required to guarantee up to 30% "carry forward" on the guaranteed volumes as detailed in the default price structure below.
4. The State of New Hampshire will grant a contract extension to the contractor/s for the period required to utilize any "carry forward" quantities at the end of the initial contract period.
5. In the event that a contractor delivers a load of fuel at the end of the contract via automatic delivery or requested by the agency and the delivered gallons exceed the balance of the guaranteed gallons for that district, the State will pay the contracted price.

*******END OF FIXED PRICE - END OF "LOCKED" FIXED PRICE CONTRACT PROVISIONS*******

GUARANTEED USAGE

The quantities indicated in the offer section of this bid invitation are the State of New Hampshire's estimated annual requirements. The State of New Hampshire will guarantee a maximum of 85% of the quantities indicated in the district total volumes as stated in the offer section of this solicitation.

CONTRACT CONSUMPTION – TRACKING / REPORTING – DOT FUEL DISTRIBUTION

The successful bidder shall submit consumption reports on a monthly basis to DOT – Fuel Distribution and the Bureau of Purchase and Property. The consumption report shall include transaction history for the previous month and in total to from contract inception to contract date. 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:

- 1) District number
- 2) Delivery Agency
- 3) Physical location with tank id if available
- 4) Date of delivery
- 5) Gallons delivered
- 6) Product type (Conventional or Reformulated)
- 7) Total gallons delivered to date by delivery type (TT / PT) per district

Reports shall be emailed to: Brian Pike – Fuel Distribution Manager
DOT – Fuel Distribution
Tel: 603-271-8931
Email: bpike@dot.state.nh.us

Danielle Ruest
Bureau of Purchase and Property
Tel: 603-271-3290
Email: Danielle.Ruest@nh.gov

DELIVERY SLIPS – APPLIES TO ALL PROCUREMENT FORMATS

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

1. The quantity of the product delivered
2. Description of the product delivered
3. Date of delivery
4. Tank I.D. number is available
5. Delivery location, agency and physical address
6. Delivery driver shall make reasonable effort to obtain signature by agency of interested party; if no one is available to sign, driver shall sign delivery slip to include date and time
7. Dip reading both before and after delivery, measured in inches
8. Inches of water in tank before and after delivery
9. Drivers signature
10. Truck number
11. Bill of lading #
12. Consignee name and address

BILL OF LADING APPLIES TO ALL PROCUREMENT FORMATS

The Bill of Lading (BOL) included with the delivery slip shall provide the following information at a minimum.

1. The quantity of the product delivered in gallons, (GROSS & NET)
2. Driver Name
3. Bill of Lading Number
4. Description of product lifted
5. Product temperature
6. Product gravity
7. If drop is a split load, hand written information indicating where the remaining fuel went
8. Product code equating to the description of the product lifted.
9. Date product is lifted
10. Terminal name, address and telephone
11. Carrier name lifting product from terminal
12. Consignee name and address

INVOICING – APPLIES TO ALL PROCUREMENT FORMATS

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.

Invoicing shall be done at the agencies request; either on the basis of each delivery per location, bi-weekly or monthly. Bidder shall render separate invoices for each delivery or arranged invoicing schedule to the State department or agency to which delivery is made. **Vendors may email invoices** to the remit address but it will be the vendors' responsibility to obtain the proper email address from the remit address prior to electronic delivery. Invoices shall indicate all data stated below. **Item 9 may be itemized by line or shown in total titled "Environmental Fees" and would be shown on each invoice.**

1. The quantity delivered
2. Description of product delivered
3. Date of delivery (the date when the full delivery has been pumped and invoice is filled out. Not prior to pumping.)
4. 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".
5. Tank I.D. number if available

any increase in the State's purchasing price.

6. Successful bidder(s) guarantees to be the base supplier if necessitated by imposition of the State of Federal Allocation plans.
7. Successful bidder(s) is responsible for replacement of any State property that is damaged by the bidder(s) employees at no additional cost to the State.
8. **Reformulated unleaded regular gasoline** SHALL meet the attached specifications for reformulated unleaded regular fuel.
9. **Conventional unleaded regular gasoline** SHALL meet the attached specifications for conventional unleaded regular fuel.

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 fixed price or the offered markup and transportation 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-I provision.

DELIVERY

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

1. Standard Deliveries will be made **within 48 hours after receipt**, 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. Requesting agency and contractor may pre arrange deliveries beyond the 48 hour requirement to suit delivery needs, at the mutual agreement of contractor and the requesting agency.
3. **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-Or 406.03".
4. **DELIVERY SLIP / BOL** - All tractor trailer deliveries shall include a bill of lading Requirements of BOL are

stated elsewhere within this solicitation. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

5. **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.
6. **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.
7. The requesting agency shall 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.
8. **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.
9. 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 gasoline, as it may deem necessary, during the contract period.
10. The use of a private carrier to make delivery **does not** relieve the successful bidder from the responsibility of meeting the delivery requirement.

DELIVERY – TANK CONTAMINATION

If a vendor delivers a fuel product to the wrong tank and that delivery causes contamination between 2 different products (I.E. 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.
3. It shall be the vendors responsibility and cost to properly dispose of the contaminated fuel
4. The vendor shall clean the tank
5. The vendor shall replace the total volume of the product pumped out charging the state for only the original volume requested to be delivered.
6. The vendor shall be physically and financially responsible for the pumping, cleaning and replacing of the fuel product
7. 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

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 said agency immediately @ 603-271-6862
11. Delivery personal will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.
12. Delivery personal shall clean the manhole of any product they may have spilled during delivery.

BIDDER 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:

<u>JOSEPH COTE</u> Contact Person	<u>607-884-7800</u> Local Telephone Number	<u>800-289-2875</u> Toll Free Telephone Number
<u>607-884-7638</u> Fax Number	<u>JOE.COTE@BURKEOIL.COM</u> E-mail Address	<u>WWW.BURKEOIL.COM</u> Company Website

ATTACHMENTS

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

- Offer Sheet
- JOC Example
- DOT Delivery Form Example
- DOT District Map
- Location Sheet
- Specifications - Conventional
- Specifications - Reformulated
- Road Tolls and Environmental Fees

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

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

ADDENDUM # 1 TO BID INVITATION # 1701-15

DATE OF BID OPENING: January 9, 2015

TIME OF BID OPENING: 10:00 AM (EST)

FOR: GASOLINE – PEDAL TRUCK & 89 OCTANE SUPPLY & DELIVERY

DATE POSTED: December 29, 2014

A. QUESTIONS & ANSWERS

1. Is there a bid form in which you want the prices submitted on?
 - a. Yes, please use the attachment to the PDF entitled: "Bid 1701-15 – Gasoline Price Offer Section"
2. Do you have information on the various tank sizes and tank types, and the average usage and order size for each tank?
 - a. Please refer to the Master Location Sheet attached to the PDF Bid.
3. Payment terms
 - a. See page 12 of the bid document.
 - b. This is hereby updated to include: Payments shall be made via ACH. Use the following link to enroll with the State Treasury:
<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>
4. Who is the incumbent?
 - a. All of the State of New Hampshire contracts are posted publicly at the following website:
http://admin.state.nh.us/purchasing/Contracts_posteddte.asp?sort=cna
5. Will the state waive the performance bond requirement?
 - a. No, the State requires a performance bond.
6. Can you provide a recent sample bill from the incumbent for the products requested?
 - a. No, that information is not readily available.

B. CLARIFICATION

Bid is amended to include the following information:

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

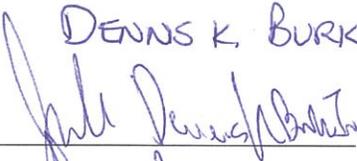
<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

PURCHASING AGENT: Danielle Ruest
TEL. NO.: (603) 271-3290

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

DENNIS K. BURKE, INC.

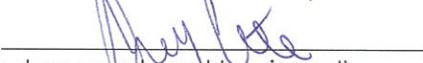
BIDDER



ADDRESS

284 EASTERN AVE
CHELSEA, MA 02150

BY:



(this document must be signed)

JOSEPH COTE : CEO

TEL. NO.

617-884-7800

(please type or print name)

Consent of Surety

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00,
lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid
the undersigned corporation, and for other valuable consideration,
the International Fidelity Insurance Company Incorporated, organized
and existing under the laws of the State of New Jersey and licensed to do business in all
States of the U.S. certifies and agrees, that if contract
for: State of New Hampshire, Bid # 1701-15 Gasoline is
awarded to: Dennis K. Burke, Inc. the
undersigned Corporation will execute the bond at 25% of the contract as required
(approximate Bond amount of One Hundred Fifty Thousand & 00/100 Dollars)
and will become Surety in the full amount set forth in the contract documents for the faithful
performance of all obligations of the Contractor

Signed and Sealed this 05th day of January 20 15



Spencer H. Zettler, Attorney-in-Fact



Joseph Cote, Dennis K Burke
Cfo 1/8/2015

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

WILLIAM H. HUTTO, SPENCER H. ZETTLER, MARIA A. COSENTINO

Commack, NY.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 05th day of January, 2015

MARIA BRANCO, Assistant Secretary

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____
COUNTY OF _____

On this _____ day of _____, in the year _____, before me personally come(s) _____ to me know and know to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledges to me that he executed the same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____
COUNTY OF _____

On this _____ day of _____, in the year _____, before me personally come(s) _____ a member of the co-partnership of _____, to me know and know to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

NOTARY PUBLIC

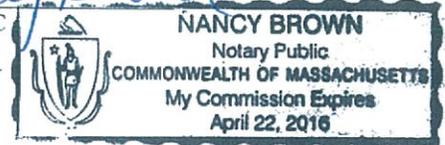
ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF MA
COUNTY OF SUFFOLK

On this 8 day of JANUARY, in the year 2015, before me personally come(s) JOSEPH COTE, to me known, who being by me duly sworn deposes and says that he resides in the City of BROOKLINE that he is the CFO of the DENNIS K BARCKE INC the corporation described in and which executed this foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Nancy Brown

NOTARY PUBLIC



ACKNOWLEDGMENT OF SURETY

STATE OF New York
COUNTY OF Suffolk

On this 05th day of January, in the year 2015, before me personally come(s) Spencer H. Zettler, Attorney(s)-in-Fact of International Fidelity Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Commack, NY that he is the Attorney(s)-in-Fact of International Fidelity Insurance Company, the company described in and which executed the within instrument; that he knows(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of the said Company, and that he signed said instrument as Attorney(s)-in-Fact of said Company by like order.

Maria A Cosentino

NOTARY PUBLIC

Maria A Cosentino
Notary Public, State of New York
No. 01CO6110333
Qualified in Suffolk County
Commission Expires May 24, 2016