

Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property
State House Annex, 25 Capitol Street
Concord, New Hampshire 03301

PROPANE CONTRACT FIXED PRICE

COMMODITY: FUEL – PROPANE, SUPPLY & DELIVER

VENDOR NAME: AmeriGas Propane, LP

VENDOR # 177739

CONTRACT 24 Month Fixed Price Offered (total delivered price):

District 3:	Safety Marine Patrol, Belmont Warehouse	\$1.17290/gallon
District 5:	Safety Fire Standards, Maintenance Building	\$1.29700/gallon
District 5:	Safety Fire Standards, Drillyard	\$1.17290/gallon
District 5:	Safety Fire Standards, ARFF Site	\$1.17290/gallon
District 6:	Court Facilities, Rockingham County Courthouse	\$1.17290/gallon

CONTRACT TERM: AUGUST 1, 2015 TO JULY 31, 2017

Contractor Authorized Name (Print): Andrew Peyton

Contractor Authorized Signature: Andrew Peyton

A signature of this document shall be signed by a person who is authorized to legally obligate the responding vendor.

State of New Hampshire hereby:

Accepts the offered contract fixed price above:

STATE OF NEW HAMPSHIRE AUTHORIZED SIGNATURES

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

Date Signed: 7/1/15

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

Date Proposed: 7/6/15

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

Date Endorsed: 7/7/15

Approved By: Vicki V. Quiram
Vicki V. Quiram
Commissioner,
Dept. of Adm. Serv.

Date Approved: 7/8/15

Date: 5/11/15
Bid No.: 1754-15
Date of Bid Opening: 5/20/15
Time of Bid Opening: 11:00 AM (EST)

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

BID INVITATION FOR CONTRACT: PROPANE FUEL, SUPPLY AND DELIVER

[Insert name of signor] K. RUMBLOW, on behalf of AmeriGas Propane LP [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1754-15 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.

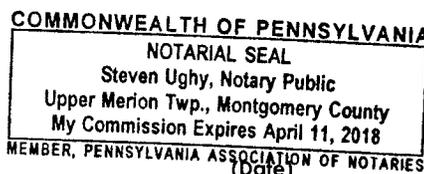
Authorized Signor's Signature [Signature] Authorized Signor's Title VP Supply Chain

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Montgomery STATE: PA ZIP: 19406

On the 28th day of May, 2015, personally appeared before me, the above named Kevin Rumbelow, in his/her capacity as authorized representative of AmeriGas Propane LP, 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: April 11, 2018

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. 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 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 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:
A CONTRACT FOR: PROPANE FUEL (SUPPLY & DELIVER)**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, fill out, sign, and notarize page one 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. 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 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 June 1, 2015 through May 30, 2018, a period of approximately 3 years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) cannot exceed five (5) years.

TERMINATION:

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

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. 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://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://das.nh.gov/Purchasing>.
- **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 2:00 PM on May 14, 2015.

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 installation, to determine everything necessary to accomplish the installation. Call the contact person as referenced on the location listing to make an appointment to view the site of the intended delivery. 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 installation.

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 <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, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges, **except the PERC fee of 0.004/gallon, 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://das.nh.gov/purchasing>.

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 the items required in this bid invitation and any resulting contract without any delay or substitution.

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. Additional information provided in "Delivery and Invoices" section of this RFB, as well as the attached location list. 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 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.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked

up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

INVOICING:

Invoicing shall be sent to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

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>

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.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

MINIMUM ORDERS:

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

DELIVERY LOCATIONS:

Attachment "Propane Locations 2015" are 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.

See attached NH District Map and Propane Location listing for clarification.

CONTRACT AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per location. 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(s) 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.

For bid evaluation purposes, mark-up (which shall include transportation) prices quoted are to be PER GALLON. **Offered mark-up price per gallon will not exceed three (3) places to the right of the decimal (example .001).** The award of the contract shall be based upon lowest mark-up price bid per gallon **for each location** or to the lowest fixed price offer as indicated in the "Offer" section of this bid per gallon **for each location**.

Bidders may bid on as few or as many locations as they feel they can service **effectively**. **Bidders must bid on every tank at each location they intend to service.** Bidders may bid on both pricing formats, or either format to be considered. The states intention is to award all locations under one price format. The State of New Hampshire shall be the sole determining factor of what price format is in the best interest of the State to utilize.

CHANGING AWARDED LOCATIONS – APPLIES TO BOTH FORMATS:

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

CHANGES IN FIXED PRICES OR MARK UPS:

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

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

TRANSITION OF AWARDED LOCATIONS AT CONTRACT INCEPTION:

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

PERMITS:

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

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.

PROCEDURE AND REQUIREMENTS OF DELIVERIES:

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

1. All deliveries will be made within 3 working days after receipt of order regardless of method of delivery (tank wagon or motor transport), and shall be during the working hours of each location (generally between 7:00 AM and 3:00 PM), unless other arrangements are made between the vendor and agency. Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that bidders are a 365-day delivery operation.
2. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type of product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.
3. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or vendor should deliver the wrong product to tanks, the vendor assumes all responsibility and liability for spill clean-up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately.
4. **OVERFILLS** - Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the site, pump out the overfill and clean out the manhole within 24 hours of original delivery. All cost associated with correcting the overfill will be the vendors sole physical and financial responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
5. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of propane fuel, as it may deem necessary, during the contract period.
6. **DELIVERY – ORDERING AGENCY RESPONSIBILITIES:**
The ordering agency will make sure the delivery location is clear and accessible so bidder may make delivery without delay. This would include but not be limited to removing any vehicle or equipment parked in or near delivery site, plowing, sanding or salting as needed the delivery location to provide reasonable traction and maneuverability.

DELIVERY SLIPS:

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

1. Quantity of product delivered;
2. Description of product delivered;
3. Date of delivery;
4. Tank I.D. number if available;
5. Delivery location, agency and physical address;
6. State contract number.

DELIVERY – “WILL CALL” OR “AUTOMATIC”:

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

DELIVERY - AUTOMATIC REQUIREMENTS – VENDOR RESPONSIBILITIES:

The successful bidder shall manage the fuel levels in each automatic delivery required location. The tank(s) shall be managed in such a manner that the individual tank will not run out of fuel. If for any reason a tank runs dry, the successful bidder will be responsible to:

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

DELIVERY - AUTOMATIC REQUIREMENTS – STATE AGENCY RESPONSIBILITIES:

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

DELIVERY – EMERGENCIES:

Bidder further agrees to deliver in less time in case of emergencies to the best of the bidder's ability. If delivery requirements are not met, the requesting agency reserves the right to purchase elsewhere, charging any additional costs back to the original vendor.

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

1. All delivery personnel will adopt the following safety procedures when making deliveries to any State location:
2. Exercise caution when maneuvering to avoid damage to containment walls.
3. Inspect tank, fittings and liquid level indicator prior to filling.
4. Place drip pans under all hose fittings prior to loading or unloading.
5. Block truck wheels before starting to load or unload.
6. Remain with the vehicle while loading or unloading.
7. Drain loading or unloading line to storage tank when loading or unloading is complete.
8. Verify that all drain valves are closed before disconnecting loading or unloading lines.

9. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
10. Immediately report any leakage or spillage to the onsite State personnel.
11. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the bidder assumes all physical and financial responsibility, as well as, all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.

DELIVERY – SPECIFIC REQUIREMENTS FOR THE ADJUTANT GENERALS DEPARTMENT:

All locations listed in the bid offer section under the “**adjutant general**” department column requires that in the case of overfilling an underground location which will set off the alarm, the vendor agree to return to the delivery site within 24 hours and pump out the excess fuel until the alarm sets. This action will be at the vendor’s sole expense and cost

INVOICING:

Invoicing shall be done on the basis of each delivery per location. Bidder shall render separate invoices for each delivery to the State department or agency to which delivery is made. Invoices shall indicate all data stated below at minimum:

1. Proper remit address
2. Description of product delivered
3. Date of delivery
4. Tank I.D. number if available
5. Delivery location, agency and physical address
6. State contract reference number
7. Contract price per gallon, index price plus (mark up or fixed as stated in offer section), on date of delivery
8. PERC fee charged
9. Bidder may offer a cash discount for earlier payment on invoices

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:

When deliveries are required on weekends, (between 12:01 AM Saturday and 12:00 PM Sunday) invoices for those delivery dates will be calculated against the posted journal price on the previous Friday. For deliveries that 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.

INVOICING - NOTE TO BIDDER:

It will be the responsibility of the bidder to see that all invoices are complete (**TO INCLUDE THE PROPER REMIT ADDRESS AS STATED IN THE LOCATION SECTION OF THIS BID**) and priced accurately per the terms, conditions and format of the contract bid. Inaccurate or incomplete invoices may be returned to the 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.

NOTE TO BIDDERS:

- Successful bidder(s) are responsible for replacement of any State property that is damaged by the bidder(s) employees or equipment whether as the result of an incident at time of delivery or caused by heating system failure due to late delivery of fuel (building freeze ups). This stipulation applies to call in fuel requests exceeding the delivery time stated within and “automatic delivery” specified locations stated herein
- Successful bidder(s) guarantees to be the base supplier if necessitated by imposition of State or Federal allocation plans.
- Bidder must sign and return all pages of the bid document plus any applicable location pages on which you are making an offer.

PRICING - BIDDING FORMATS

FIXED PRICE FORMAT

BID BASIS:

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

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

INDEXED BASED FORMAT

The propane prices shall be based on OPIS PROPANE DAILY RACK UPDATE, location: Selkirk NY. The OPIS PROPANE DAILY index prices shall be posted with 5 places to the right of the decimal (EX \$1.25251)

If your company billing system can only go to the 4th decimal place, you may bill using only the 4 numbers to the right of the decimal. However, there will be no rounding up of the 5th place digit; pricing shall be formulated against the actual posted numbers within the index.

BID BASIS:

All vendors quoting will use the attached daily "rack update" average propane price posted on Page two (2) in the OPIS PROPANE DAILY out of Selkirk, New York as their base price. Thereafter, bidders will base their pricing, during the term of the contract, on the, "OPIS PROPANE DAILY RACK UPDATE – average" plus their mark-up cost. Mark-up 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.

Fuel price postings may increase or decrease during the term of the contract in accordance with the OPIS PROPANE DAILY RACK UPDATE – average propane price posted on Page 2. Mark-up prices offered by the bidder shall include all current taxes and fees (except the 'PERC' fee) 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.

NOTICE TO BIDDERS:

If the situation should arise where the Selkirk rack update average posting is not stated in the indicated section of the OPIS PROPANE DAILY RACK UPDATE – AVERAGE, the state will agree to utilize the Mount Belvieu, Texas rack update average posting plus a \$.10 cent adder to formulate the index posting for that day. Established contract mark-up rates shall remain the same. The State shall inform the vendor base if this contingency should be utilized.

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

Please see attached excel offer section.

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:

Dawn Stevenson 610-304-1620 888-528-9475
Contact Person Local Telephone Number Toll Free Telephone Number

215-885-0986 dawn.stevenson@ameticad.com www.ameticad.com
Fax Number E-mail Address Company Website

Americas Propane, L.P. 835406539
Vendor Company Name DUNS #

460 N Gulph Road
Vendor Address

ATTACHMENTS:

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

- NH District Map
- Propane locations 2015, includes offer section
- OPIS Propane Daily email 5/6/2015

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

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1 TO BID INVITATION #1754-15

FOR: Propane Fuel, Supply and Deliver

DATE POSTED: 5/18/2015

BID OPENING:

Presently Reads: May 20, 2015 @ 11:00 AM (EST)
Amend to Read: **June 1, 2015 @ 11:00 AM (EST)**

Presently Reads:

p.6 - CONTRACT TERM: The term of the contract shall be from June 1, 2015 through May 30, 2018, a period of approximately 3 years.

Amend to Read:

p.6 - CONTRACT TERM: The term of the contract shall be from August 1, 2015 through July 31, 2017, a period of approximately 2 years.

Presently Reads:

p.7 - Request for changes and/or clarification: 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 2:00 PM on May 14, 2015.

Amend to Read:

p.7 - Request for changes and/or clarification: 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 2:00 PM on **May 21**, 2015.

CLARIFICATIONS:

Q: Some of the locations that were on prior contracts are not in the location listing for this bid, could you please verify locations?

A: Locations are added and deleted constantly within the state, therefore some locations may have been removed from the contracts/bids. There is one location which was an accidental omission; Plymouth Armory in District 2. **Please see and use the attached "REVISED Propane Locations 2015" Offer Sheet, the original offer sheet will not be accepted.**

Q: Bidders are instructed to submit their markups without the PERC fee included. When awarded, will NH add the PERC fee to the winning markups or are we to identify the PERC fee as a separate item on our invoices?

A: Upon award, the final spreadsheet will identify the markup plus PERC fee, and therefore the agencies will be aware of what the final, "total" markup should be on the invoices they receive. Below is an example of

how this may appear on the final contract award:

LOCATION & CONTACT INFO	MARK UP /GAL.	+ Perc Tax (.004/gal) =	TOTAL MARK UP /GAL.
Anywhere, NH NAME XXX-XXXX	\$0.64900	\$0.004	\$0.65300

Q: Your bid states that invoices must be submitted in triplicate. Our system is unable to do this, will you accept an original invoice without additional copies?

A: Invoices do not need to be submitted in triplicate.

Q: Is the State of New Hampshire using propane for propulsion or only for heating purposes?

A: The State of New Hampshire uses propane for heating, cooking and other miscellaneous needs.

PURCHASING AGENT: Danielle Ruest
TEL. NO.: 603/271-2201 x227

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.

BIDDER American Propane LP ADDRESS 460 N Gulph Rd, King of Prussia, PA 19406

BY 
(this document must be signed)

K. RUMBLOW TEL. NO. 610-354-1620
(please type or print name)

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 2 TO BID INVITATION #1754-15

FOR: Propane Fuel, Supply and Deliver

DATE POSTED: 5/19/2015

Please use the attached "REVISED Propane Locations 2015" Offer Sheet, the original offer sheet will not be accepted.

Q: The State uses the "OPIS PROPANE DAILY RACK UPDATE – average" which is released around 10:30 AM daily. Some locations require deliveries as early as 7 AM, and therefore the vendor is required to manually go back and change delivery ticket pricing after the daily report is received. Can you use the prior days report for pricing, rather than the same day?

A: The State realizes that every vendor may have a different pricing system, and at times manual adjustments may need to be made, however the pricing structure is not able to be changed at this time.

PURCHASING AGENT: Danielle Ruest
TEL. NO.: 603/271-2201 x227

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.

BIDDER Ameri Gas Agency, LP ADDRESS 400 N. Gulph Rd, King of Prussia, PA 19406

BY 
(this document must be signed)

K. Rumbelow TEL. NO. 610-304-1620
(please type or print name)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2015

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Philadelphia.certs@marsh.com / Fax: 212-948-0360 272145-Ameri-*GAW-15-16 Amerig	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED AmeriGas Propane, L.P. and Subsidiaries PO Box 858 Valley Forge, PA 19482	INSURER A : ACE American Insurance Company	22667
	INSURER B : Indemnity Ins Co Of North America	43575
	INSURER C : ACE Fire Underwriters Insurance Company	20702
	INSURER D : Agri General Insurance Company	42757
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-004971389-03 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		HDOG27393214	07/01/2015	07/01/2016	EACH OCCURRENCE	\$ 2,500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,500,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COM/OP AGG	\$ 5,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH08856928	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,500,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WLR C48150068 (AOS)	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A			WLR C4815007A (AZ, CA, MA)	07/01/2015	07/01/2016	E.L. EACH ACCIDENT	\$ 2,000,000
C			SCFC48150093 (WI)	07/01/2015	07/01/2016	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
D			WLR C48150081 (TN)	07/01/2015	07/01/2016	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AmeriGas - NH Bid # 1754-15

CERTIFICATE HOLDER State of New Hampshire Administrative Services, Purchasing Agent Danielle Ruest or his/her successor Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 272145

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AmeriGas Propane, L.P. and Subsidiaries PO Box 858 Valley Forge, PA 19482	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The above-referenced automobile liability and general liability policies provide that, if the insurer cancels the applicable policy prior to the expiration date by notice to UGI Corporation or the first named insured under the policy for any reason other than non-payment of premium, the insurer will endeavor to send written notice of cancellation to the certificate holder at least 30 days prior to the cancellation date of the applicable policy. Failure to provide advance notice of cancellation to the certificate holder will impose no obligation or liability of any kind upon the insurer, its agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy. The Named Insured on this certificate is a subsidiary of UGI Corporation.