

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

DATE: 10/31/2016
CONTRACT #: 8002102 NIGP CODE: 405-0300
CONTRACT FOR: Propane, Temporary Worksite
CONTRACTOR: CN Brown VENDOR CODE #: 177123

SUBMITTED FOR ACCEPTANCE BY:

Danielle Bishop
DANIELLE BISHOP, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/31/16

RECOMMENDED FOR ACCEPTANCE BY:

Loretta Razin
LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 10/31/16

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE _____

ENDORSED FOR ACCEPTANCE BY:

Lisa M. Pollard
LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11-1-16

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

Vicki Quiram
VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-1-16

NOTE: One of two contracts to be awarded as result of RFB 1927-17 for propane supply and delivery to temporary worksites throughout the State. Propane to be delivered as needed, upon demand. For FY16 the spend for temporary propane and cylinder refill contracts was approximately \$34,000.

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

Date: 10/19/16
Bid No.: 1927-17
Date of Bid Opening: 10/26/16
Time of Bid Opening: 3:00 PM (EST)

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

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

[Insert name of signor] Jeffrey Jones, on behalf of C N Brown Company, [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 1927-17 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

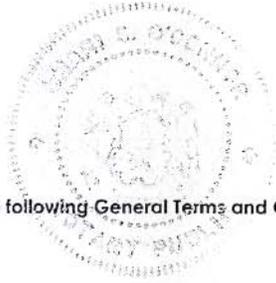
Authorized Signor's Signature Jeffrey Jones Authorized Signor's Title COO

NOTARY PUBLIC/JUSTICE OF THE PEACE
COUNTY: Oxford STATE: ME ZIP: 04281

On the 26 day of October, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of C N Brown Co, 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.
Shari O'Connor
(Notary Public/Justice of the Peace)

SHARI O'CONNOR
Notary Public, Maine
My Commission Expires July 19, 2023 (Date)



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

Form P31-B

Any and all Accounts established under contract(s) resulting from this bid shall be managed separately from propane contracts for permanent heat locations. Cylinders refilled under Section B of this bid and any resulting contract(s) may not exceed 100lbs. Requests to fill tanks over 100lbs shall be referred to purchasing agent.

RETURNED GOODS:

The successful Vendor must resolve all order and invoice discrepancies within five (5) 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 (10) 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 (15) 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.

DELIVERY TIME:

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order, unless otherwise specified. Refer to pages 9 and 10 for further information on delivery. The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

PAYMENT:

Payments shall be made via Procurement Card (P-Card = Visa Credit Card). Vendors shall not require any other type of order, nor require the filling out or signing of any other document by State of New Hampshire personnel.

CONTRACT AWARD(S):

The State's objective is to establish multi-vendor contracts with vendors based on their location, distribution area, inventory, delivery capabilities and cost containment. The State of New Hampshire reserves the right to purchase material from the most economical source of supply with consideration of product, price, and hauling distance.

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.

MINIMUM ORDERS/ORDER LIMITS:

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

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions in accordance with all of the requirements of this bid invitation at the prices on pages 9 and 10 for the entire contract term and any extension.

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:

Wanda Biddinger 207-743-9212 1-800-432-4211
Contact Person Local Telephone Number Toll Free Telephone Number
207-743-8357 wadb@cnbrown.com www.cnbrown.com
Fax Number E-mail Address Company Website
CN Brown Company Vendor Company Name DUNS #
CN Brown Way South Paris, ME 04281 Vendor Address

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

SECTION A: PROPANE FOR TEMPORARY WORK SITE
SCOPE OF WORK

Propane Delivery / Refill:

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

OFFER:

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

Discount \$.20 per gallon

TANK RENTAL FEES WHILE ON WORK SITE:

Will rental fees be charged?

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

/ NO

SECTION B: STATE-OWNED PROPANE CYLINDER REFILLING, NON-HIGHWAY USE
SCOPE OF WORK

Propane Refills:

- Agency shall bring state owned cylinders to contractor place of business for refilling. Agencies shall place orders directly with the Contractor.
- Agencies and Contractor will be responsible for establishing proper identification for individuals authorized to use this contract.
- Cylinders refilled under this contract may not exceed 100lbs. Requests to fill tanks over 100lbs shall be referred to purchasing agent.
- Contract number must be clearly stated on all documentation
- Contractor agrees to establish accounts for each agency unit submitted within 24 hours
- Contractor must be able to refill tanks within 3 business days, however, the ability to refill tanks on short notice is necessary at times, a turnaround time is required for each location.
- Contractor shall provide a list of all locations available to provide refill service, information provide shall include, at a minimum:
 - Business Name
 - Contact Name(s)
 - Address
 - Phone number
 - Hours
 - Availability for drop-in refill service (or amount of advance notice required)

OFFER:

Contractor hereby agrees to offer the following discounted rate off the posted propane price/published rate on the date of tank filling:

Discount \$.20 per gallon