



Contract Award Notification

Title	:	Group 05800 – LIQUEFIED PETROLEUM GASES (LPG) – PROPANE (STATEWIDE) Classification Code(s): 15
Award Number	:	<u>23093</u> (Replaces Award 22949)
Contract Period	:	July 1, 2018 to June 30, 2020
Bid Opening Date	:	January 17, 2018
Date of Issue	:	June 8, 2018 (Revised October 17, 2019)
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Contract Management Specialist Phone : 518-474-6716 E-mail : michael.riley@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This contract is to provide Authorized Users (State and Non-State Agencies) with a method to procure Liquefied Petroleum Gas (LPG) – Propane by 20LB (4.7 Gal) cylinders, 34LB (7.9 Gal) cylinders, 100LB (23.6 Gal) cylinders, and Bulk gallons, which includes tank and regulator installations, testing and inspections provided by the Contractor.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC68109	AmeriGas Propane, L.P. 460 North Gulph Road King of Prussia, PA 19406	888-528-9475 610-768-3601 Dawn Stevenson E-mail: dawn.stevenson@amerigas.com	232787917 1000008932

Customer Service Contact for NYS Contract Orders During Normal Business Hours and to Escalate Contract Orders:

888-528-9475 x13125
Laura Clagett
E-mail: Laura.clagett@amerigas.com

Contact in the Event of an Emergency After Normal Business Hours or on Weekends or Holidays, and NYS Declared Emergencies or Disasters:

888-528-9475, option 1
Rocklin Call Center (24 hours, 7 days/week)
Email: RCC-NationalAccounts@amerigas.com

NOTE: AmeriGas Propane accepts the NYS Purchasing Card for purchases up to and including \$50,000.00, with no minimum or maximum limit.

PC68110	Ferrellgas, L.P. 5859 State Route 31 Verona, NY 13478	800-437-4856 x20577 Douglas Muha E-mail: douglasmuha@ferrellgas.com	431698481 1000009351
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Customer Service Contact for NYS Contract Orders During Normal Business Hours and to Escalate Contract Orders:

800-437-4856 x20635
Kimberly Eckhardt
E-mail: kimeckhardt@ferrellgas.com

Contact in the Event of an Emergency After Normal Business Hours or on Weekends or Holidays, and NYS Declared Emergencies or Disasters:

800-437-4856 x20577
Douglas Muha
E-mail: douglasmuha@ferrellgas.com

Backup Contact in the Event of NYS Declared Emergencies or Disasters:

800-437-4856 x20635
Kimberly Eckhardt
E-mail: kimeckhardt@ferrellgas.com

NOTE: Ferrellgas accepts the NYS Purchasing Card for purchases up to and including \$50,000.00.

PC68111
SB
G. A. Bove and Sons, Inc.
76 Railroad Street
Mechanicville, NY 12118

518-664-5111
Kateri Perkins
E-mail: kperkins@bovefuels.com
141536614
100006792

Customer Service Contact for NYS Contract Orders During Normal Business Hours:

518-664-5111
Tracy Lasher, Laura Demers, Nikki Carle
E-mail: customerservice@bovefuels.com

Contact to Escalate Contract Orders:

518-664-5111
518-337-0428 (cell)
Kateri Perkins
E-mail: kperkins@bovefuels.com

Contact in the Event of an Emergency After Normal Business Hours or on Weekends or Holidays, and NYS Declared Emergencies or Disasters:

518-664-5111
518-857-9278 (cell)
John V. Bove
E-mail: jvbove@bovefuels.com

Backup Contact in the Event of NYS Declared Emergencies or Disasters:

518-664-5111
518-857-9279 (cell)
Frank A. Bove
E-mail: fbove@bovefuels.com

PC68112
Mirabito Holdings, Inc. d/b/a
Mirabito Energy Products
The Metrocenter – 49 Court St.
P.O. BOX 5306
Binghamton, NY 13902

800-934-9480
607-352-2958
Joe D'Esti
E-mail: joe.desti@mirabito.com
150552668
100007358

Customer Service Contact for NYS Contract Orders During Normal Business Hours and to Escalate Contract Orders:

607-352-2800
800-934-9480 (toll free)
Paul Gunther
E-mail: paul.gunther@mirabito.com

Contact to Escalate Contract Orders, in the Event of an Emergency After Normal Business Hours or on Weekends or Holidays, and NYS Declared Emergencies or Disasters:

607-352-2800
800-934-9480 (toll free)
607-237-9954 (cell)
Matt Meehan
E-mail: matt.meehan@mirabito.com

Backup Contact in the Event of NYS Declared Emergencies or Disasters:

607-352-2930
607-651-5000 (cell)
Jason Mirabito
E-mail: jason.mirabito@mirabito.com

PC68113 Paraco Gas Corporation
800 Westchester Ave, S604
Rye Brook, NY 10573

631-782-1628 133149941
631-235-2047 (Cell) 1000006312
Bill Petratos
E-mail: vpetratos@paracogas.com

Customer Service Contact for NYS Contract Orders During Normal Business Hours:

800-647-4427
631-235-2047 (cell)
Bill Petratos
E-mail: vpetratos@paracogas.com

Contact to Escalate Contract Orders:

914-250-3700
914-420-2936 (cell)
Andrew Mirchin
E-mail: amirchin@paracogas.com

Contact in the Event of an Emergency After Normal Business Hours or on Weekend or Holidays:

800-647-4427
631-235-2047 (cell)
Bill Petratos
E-mail: contactus@paracogas.com

Contact in the Event of NYS Declared Emergencies or Disasters:

800-647-4427
631-433-9024 (cell)
Dave Latourell
E-mail: contactus@paracogas.com

Backup Contact in the Event of NYS Declared Emergencies or Disasters:

914-250-3700
914-420-2936 (cell)
Andrew Mirchin
E-mail: amirchin@paracogas.com

NOTE: Paraco Gas accepts the NYS Purchasing Card for purchases up to and including \$50,000.00, with no minimum or maximum limit.

PC68114

Superior Plus Energy Services, Inc.
1870 S. Winton Road, Suite 200
Rochester, NY 14618

585-783-2672

585-328-3930

James Devens

E-mail: jdevens@superiorplusenergy.com

160736353

1000007474

Customer Service Contact for NYS Contract Orders During Normal Business Hours:

855-804-3835

Customer Service Manager

E-mail: jdevens@superiorplusenergy.com

Contact to Escalate Contract Orders:

585-783-2672

585-328-3930 (cell)

James Devens

E-mail: jdevens@superiorplusenergy.com

Contact in the Event of an Emergency After Normal Business Hours or on Weekends or Holidays, and NYS Declared Emergencies or Disasters:

800-955-5992

Central Dispatch

E-mail: dispatch@griffithenergy.com

Backup Contact in the Event of NYS Declared Emergencies or Disasters:

585-783-2672

585-328-3930 (cell)

James Devens

E-mail: jdevens@superiorplusenergy.com

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoice and Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

NEW ACCOUNTS:

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these

new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Section 25, *Participation in Centralized Contracts* in Appendix B, *General Specifications*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to Procurement Services, Customer Services at 518-474-6717.

EXTENSION OF USE:

This Contract may be extended to additional states or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting state) and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in this Contract, if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

ESTIMATED QUANTITIES:

This Contract is an estimated quantity contract. All dollar values and quantities quoted are based on Authorized Users' filed requirements of estimated volumes. By filing requirements with OGS, the Authorized User has agreed to purchase all of their Liquefied Petroleum Gas (LPG) – Propane requirement needs from the Contract(s), and the Authorized User has agreed not to enter into any other contracts for Liquefied Petroleum Gas (LPG) – Propane.

However, no specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. Each Contract shall be for the quantities or dollar values actually ordered during the Contract period and the Contractor must furnish all quantities actually ordered, at or below the Contract prices. The individual value of each Contract is indeterminate. OGS makes no guarantee as to how much fuel will actually be ordered and/or delivered. See Sections 28, *Estimated/Specific Quantity Contracts* and 25, *Participation in Centralized Contracts* in Appendix B, *General Specifications*.

PRODUCT AND TANK REQUIREMENTS:

The Contractor guarantees that the product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835 or latest revision thereof, and the New York State Uniform Fire Prevention and Building Code with the latest revisions approved by the Code Council.

Should the Contractor determine that an agency-owned tank is not in compliance with New York State and/or Federal regulations at any time within the Contract period, then the agency, at its discretion, can either replace its tank, or the Contractor shall provide and install a suitable and acceptable replacement Liquefied Propane tank(s) as appropriate for the duration of the Contract term. The Contractor is not required to supply or install a replacement tank that is above and beyond normal business costs. Contractor is expected to take reasonable steps to protect the property and grounds

AWARDS BY COUNTY

The pricing included in this section is the original pricing that was bid by the contractors. For contract prices, please go to the *Pricing Information* link on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0580023093CAN.HTM>

County / Item No.	LPG Tank Type	Estimated Annual Quantity (Gallons)	Bid Price Per Gallon	Contractor
Albany				Mirabito Energy Products
1	LPG-BULK (GALLONS)	115,000	\$1.5275	
2	LPG-34LB/CYL (7.9 GAL)	618	\$1.8865	
3	LPG-20LB (4.7 GAL)	494	\$1.8865	
Broome				Ferrellgas, LP
4	LPG-BULK (GALLONS)	203,700	\$1.4965	
5	LPG-100LB/CYL (23.6 GAL)	900	\$1.4965	
Cattaraugus				Superior Plus Energy Services
6	LPG-BULK (GALLONS)	135,200	\$1.5944	
7	LPG-100LB/CYL (23.6 GAL)	1,900	\$2.2865	
Cayuga				Ferrellgas, LP
8	LPG-BULK (GALLONS)	16,830	\$1.5865	
9	LPG-100LB/CYL (23.6 GAL)	504	\$1.6365	
10	LPG-34LB/CYL (7.9 GAL)	237	\$1.6365	
Chautauqua				Superior Plus Energy Services
11	LPG-BULK (GALLONS)	27,700	\$1.6140	
12	LPG-34LB/CYL (7.9 GAL)	230	\$2.2865	
13	LPG-100LB/CYL (23.6 GAL)	750	\$2.2865	
14	LPG-20LB (4.7 GAL)	160	\$2.2865	
Chemung				Ferrellgas, LP
15	LPG-BULK (GALLONS)	8,600	\$1.5365	
16	LPG-100LB/CYL (23.6 GAL)	40	\$1.9365	
17	LPG-20LB (4.7 GAL)	100	\$1.9365	
Chenango				Ferrellgas, LP
18	LPG-BULK (GALLONS)	9,500	\$1.5065	
Clinton				Superior Plus Energy Services
19	LPG-BULK (GALLONS)	78,000	\$1.6339	
20	LPG-34LB/CYL (7.9 GAL)	570	\$2.2865	
21	LPG-20LB (4.7 GAL)	300	\$2.2865	
22	LPG-100LB/CYL (23.6 GAL)	490	\$2.2865	
Columbia				Paraco Gas Corp.
23	LPG-BULK (GALLONS)	30,400	\$1.5800	
24	LPG-100LB/CYL (23.6 GAL)	150	\$1.5800	
Cortland				Ferrellgas, LP
25	LPG-BULK (GALLONS)	12,800	\$1.5065	
Delaware				Paraco Gas Corp.
26	LPG-BULK (GALLONS)	155,400	\$1.5400	
27	LPG-100LB/CYL (23.6 GAL)	75	\$1.5400	
Dutchess				Ferrellgas, LP
28	LPG-BULK (GALLONS)	286,897	\$1.4965	
29	LPG-100LB/CYL (23.6 GAL)	1,250	\$1.4965	
30	LPG-34LB/CYL (7.9 GAL)	15	\$1.4965	

County / Item No.	LPG Tank Type	Estimated Annual Quantity (Gallons)	Bid Price Per Gallon	Contractor
Erie				Ferrellgas, LP
31	LPG-BULK (GALLONS)	6,550	\$1.5065	
32	LPG-100LB/CYL (23.6 GAL)	185	\$2.2355	
33	LPG-34LB/CYL (7.9 GAL)	1,185	\$2.2355	
Essex				AmeriGas Propane, LP
34	LPG-BULK (GALLONS)	360,050	\$1.5440	
Franklin				Superior Plus Energy Services
35	LPG-BULK (GALLONS)	92,730	\$1.5926	
36	LPG-100LB/CYL (23.6 GAL)	100	\$2.2865	
37	LPG-20LB (4.7 GAL)	50	\$2.2865	
38	LPG-34LB/CYL (7.9 GAL)	50	\$2.2865	
Fulton				Ferrellgas, LP
39	LPG-BULK (GALLONS)	89,700	\$1.4965	
Genesee				Ferrellgas, LP
40	LPG-BULK (GALLONS)	5,202	\$1.5365	
41	LPG-20LB (4.7 GAL)	19	\$2.1265	
42	LPG-34LB/CYL (7.9 GAL)	40	\$2.1265	
Greene				Paraco Gas Corp.
43	LPG-BULK (GALLONS)	23,000	\$1.5800	
44	LPG-100LB/CYL (23.6 GAL)	100	\$1.5800	
Hamilton				AmeriGas Propane, LP
45	LPG-BULK (GALLONS)	21,858	\$1.5940	
46	LPG-100LB/CYL (23.6 GAL)	280	\$2.7200	
Herkimer				Ferrellgas, LP
47	LPG-BULK (GALLONS)	10,501	\$1.5065	
48	LPG-100LB/CYL (23.6 GAL)	1,251	\$1.5065	
Jefferson				Ferrellgas, LP
49	LPG-BULK (GALLONS)	138,770	\$1.4864	
50	LPG-100LB/CYL (23.6 GAL)	900	\$1.7365	
51	LPG-20LB (4.7 GAL)	100	\$1.8365	
52	LPG-34LB/CYL (7.9 GAL)	100	\$1.7365	
Lewis				Ferrellgas, LP
53	LPG-BULK (GALLONS)	37,900	\$1.4865	
Livingston				Ferrellgas, LP
54	LPG-BULK (GALLONS)	54,050	\$1.5055	
55	LPG-34LB/CYL (7.9 GAL)	16	\$1.9365	
56	LPG-20LB (4.7 GAL)	42	\$1.9365	
Madison				Ferrellgas, LP
57	LPG-BULK (GALLONS)	25,700	\$1.5055	
Monroe				Ferrellgas, LP
58	LPG-BULK (GALLONS)	44,000	\$1.4955	
59	LPG-20LB (4.7 GAL)	38	\$1.8955	
60	LPG-34LB/CYL (7.9 GAL)	279	\$1.8955	
Montgomery				AmeriGas Propane, LP
61	LPG-BULK (GALLONS)	20,450	\$1.5940	
Nassau				Paraco Gas Corp.
62	LPG-BULK (GALLONS)	7,970	\$1.9700	
63	LPG-100LB/CYL (23.6 GAL)	500	\$1.9700	
64	LPG-20LB (4.7 GAL)	6	\$1.9700	
Niagara				Ferrellgas, LP
65	LPG-BULK (GALLONS)	17,100	\$1.5865	

County / Item No.	LPG Tank Type	Estimated Annual Quantity (Gallons)	Bid Price Per Gallon	Contractor
Oneida				Ferrellgas, LP
66	LPG-BULK (GALLONS)	74,750	\$1.4855	
67	LPG-100LB/CYL (23.6 GAL)	1,268	\$1.7364	
68	LPG-20LB (4.7 GAL)	3,500	\$1.7364	
69	LPG-34LB/CYL (7.9 GAL)	94	\$1.7364	
Onondaga				Ferrellgas, LP
70	LPG-BULK (GALLONS)	22,600	\$1.5365	
71	LPG-100LB/CYL (23.6 GAL)	750	\$1.5365	
72	LPG-34LB/CYL (7.9 GAL)	1,000	\$1.5365	
73	LPG-20LB (4.7 GAL)	50	\$1.5365	
Ontario				Ferrellgas, LP
74	LPG-BULK (GALLONS)	19,609	\$1.5365	
75	LPG-100LB/CYL (23.6 GAL)	1,000	\$1.7365	
76	LPG-20LB (4.7 GAL)	70	\$1.7365	
77	LPG-34LB/CYL (7.9 GAL)	250	\$1.7365	
Orange				Ferrellgas, LP
78	LPG-BULK (GALLONS)	192,990	\$1.4965	
79	LPG-100LB/CYL (23.6 GAL)	200	\$1.4965	
80	LPG-20LB (4.7 GAL)	60	\$1.4965	
81	LPG-34LB/CYL (7.9 GAL)	810	\$1.4965	
Orleans				Ferrellgas, LP
82	LPG-BULK (GALLONS)	18,100	\$1.5255	
83	LPG-100LB/CYL (23.6 GAL)	330	\$1.8255	
84	LPG-34LB/CYL (7.9 GAL)	200	\$1.8255	
Oswego				Mirabito Energy Products
85	LPG-BULK (GALLONS)	53,960	\$1.5587	
Otsego				Paraco Gas Corp.
86	LPG-BULK (GALLONS)	41,700	\$1.5800	
87	LPG-100LB/CYL (23.6 GAL)	1,350	\$1.5800	
Putnam				Paraco Gas Corp.
88	LPG-BULK (GALLONS)	53,081	\$1.5950	
89	LPG-100LB/CYL (23.6 GAL)	2,000	\$1.5950	
90	LPG-34LB/CYL (7.9 GAL)	80	\$1.5950	
Rensselaer				Mirabito Energy Products
91	LPG-BULK (GALLONS)	25,000	\$1.5818	
Rockland				Ferrellgas, LP
92	LPG-BULK (GALLONS)	86,700	\$1.4965	
93	LPG-34LB/CYL (7.9 GAL)	2,525	\$1.4965	
94	LPG-20LB (4.7 GAL)	216	\$1.4964	
95	LPG-100LB/CYL (23.6 GAL)	4,570	\$1.4965	
Saratoga				G. A. Bove & Sons
96	LPG-BULK (GALLONS)	50,620	\$1.5045	
97	LPG-100LB/CYL (23.6 GAL)	2,918	\$1.5045	
98	LPG-20LB (4.7 GAL)	100	\$1.5045	
99	LPG-34LB/CYL (7.9 GAL)	300	\$1.5045	
Schenectady				Ferrellgas, LP
100	LPG-BULK (GALLONS)	250	\$1.6665	
101	LPG-100LB/CYL (23.6 GAL)	3,000	\$1.6665	
Schoharie				Ferrellgas, LP
102	LPG-BULK (GALLONS)	59,100	\$1.5065	
Schuyler				Ferrellgas, LP
103	LPG-BULK (GALLONS)	13,150	\$1.5365	

County / Item No.	LPG Tank Type	Estimated Annual Quantity (Gallons)	Bid Price Per Gallon	Contractor
Seneca				Ferrellgas, LP
104	LPG-BULK (GALLONS)	38,300	\$1.5265	
105	LPG-100LB/CYL (23.6 GAL)	972	\$1.5265	
106	LPG-34LB/CYL (7.9 GAL)	237	\$1.7265	
St. Lawrence				Ferrellgas, LP
107	LPG-BULK (GALLONS)	31,900	\$1.5865	
108	LPG-34LB/CYL (7.9 GAL)	120	\$1.7365	
109	LPG-100LB/CYL (23.6 GAL)	13,000	\$1.5865	
Steuben				Ferrellgas, LP
110	LPG-BULK (GALLONS)	70,600	\$1.5355	
Suffolk				Paraco Gas Corp.
111	LPG-BULK (GALLONS)	127,400	\$2.0800	
112	LPG-100LB/CYL (23.6 GAL)	22,960	\$2.0800	
113	LPG-20LB (4.7 GAL)	305	\$2.0800	
114	LPG-34LB/CYL (7.9 GAL)	430	\$2.0800	
Sullivan				Paraco Gas Corp.
115	LPG-BULK (GALLONS)	17,100	\$1.5390	
Tioga				AmeriGas Propane, LP
116	LPG-BULK (GALLONS)	7,900	\$1.6244	
117	LPG-100LB/CYL (23.6 GAL)	350	\$2.7200	
118	LPG-20LB (4.7 GAL)	36	\$3.7200	
119	LPG-34LB/CYL (7.9 GAL)	126	\$3.2200	
Tompkins				Ferrellgas, LP
120	LPG-BULK (GALLONS)	15,200	\$1.5265	
121	LPG-100LB/CYL (23.6 GAL)	40	\$1.5365	
Ulster				Paraco Gas Corp.
122	LPG-BULK (GALLONS)	168,180	\$1.5390	
123	LPG-100LB/CYL (23.6 GAL)	3,205	\$1.5390	
Warren				G. A. Bove & Sons
124	LPG-BULK (GALLONS)	191,450	\$1.5045	
125	LPG-100LB/CYL (23.6 GAL)	1,200	\$1.5045	
126	LPG-20LB (4.7 GAL)	150	\$1.5045	
127	LPG-34LB/CYL (7.9 GAL)	600	\$1.5045	
Washington				G. A. Bove & Sons
128	LPG-BULK (GALLONS)	66,200	\$1.5545	
129	LPG-100LB/CYL (23.6 GAL)	250	\$1.5545	
Wayne				Ferrellgas, LP
130	LPG-BULK (GALLONS)	25,724	\$1.5665	
131	LPG-34LB/CYL (7.9 GAL)	204	\$1.7665	
132	LPG-100LB/CYL (23.6 GAL)	50	\$1.7665	
133	LPG-20LB (4.7 GAL)	10	\$1.7665	
Westchester				Paraco Gas Corp.
134	LPG-BULK (GALLONS)	244,171	\$1.6900	
135	LPG-100LB/CYL (23.6 GAL)	24,550	\$1.6900	
136	LPG-20LB (4.7 GAL)	20	\$1.6900	
137	LPG-34LB/CYL (7.9 GAL)	120	\$1.6900	
Wyoming				Superior Plus Energy Services
138	LPG-BULK (GALLONS)	100,945	\$1.4846	
Yates				AmeriGas Propane, LP
139	LPG-BULK (GALLONS)	14,300	\$1.6240	

PRICE:

All Contract pricing shall include:

- All applicable customs duties, taxes, licenses, charges and F.O.B. destination
- Installations of tanks and regulators
- Use of the equipment for the life of the contract
- Initial leak testing
- Operational instruction of agency personnel
- Periodic inspections of the installations to meet all safety requirements
- The cost for removal of all tanks within thirty (30) days of the contract expiration, unless the contractor is either successful in obtaining a new contract award for that location or arranges to exchange tanks with the new successful contractor (See *Product Returns and Exchanges* clause).

Contract pricing does not include:

- Modifications to interior appliances to meet safety codes
- Additional piping required beyond the exterior wall of a building to bring a facility up to safety code compliance
- The addition of an appliance

If the Contractor extends any special allowances during the term of the Contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase Liquefied Petroleum Gas under similar contractual terms and conditions.

Contract prices shall be firm except that price revisions shall be permitted in accordance with the Price Adjustments clause and with respect to certain taxes and duties as follows:

"After-imposed tax" means any new or increased Federal, State and local excise tax or duty, except social security or other employment taxes, on Liquefied Petroleum Gas (LPG) – Propane purchased under the Contract which the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of Contract award.

"After-relieved tax" means any amount of Federal, State and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on Liquefied Petroleum Gas (LPG) – Propane purchased under the Contract which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of Contract award.

The Contract price shall include all applicable Federal, State and local taxes, and duties, as stated in Appendix B, *Taxes*.

NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

The price for Liquefied Petroleum Gas under the Contract shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the Contractor states in writing that such Contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next scheduled price adjustment.

The price for Liquefied Petroleum Gas under the Contract shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized or by no later than the next scheduled price adjustment.

The Contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes that the Contractor is required to pay or bear the burden of or does not obtain a refund of through the Contractor's fault or negligence.

The Contractor shall promptly notify the Procurement Services Contract Management Specialist of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the Contract price for liquefied petroleum gas 30 days prior to adding to invoices.

Pricing for Contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-Call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the Contractor's guaranteed delivery timeframe. For example, the Authorized User orders 500 gallons of propane on Wednesday, and requests that the delivery be made on the following Tuesday.

For situations where an Authorized User wants to place an order for an unusually large volume of fuel (i.e., 40,000 gallons or more than a truck load, or delivering over a period of time), it is important that the Contractor and Authorized User contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price.

PRICE ADJUSTMENTS/REVISIONS:

Contract prices shall be firm except that price revisions will be permitted on a monthly basis, in accordance with the following procedure:

Price revisions (increases or decreases) to the original contract price shall be based on posted prices in Oil Price Daily (formally The Journal of Commerce), under the heading of Propane Pipeline Selkirk. The terms "Posting Day" or "Posted Price" as used throughout this Contract refers to the actual day the prices are posted.

The Propane Pipeline Selkirk price shown in the OPIS Oil Price Daily posting will be used to compute price revisions during the Contract period. Procurement Services will compute any price revisions by determining the difference between the Posted Price on November 30, 2017 (\$1.2365/gal.) and the Posted Price on the last business day of every month for the duration of the Contract, beginning with the Oil Price Daily, Propane Pipeline Selkirk, NY Posted Price on June 29, 2018. The differential between these two (2) prices will be added or subtracted to the bid price (base price) per gallon, yielding the new monthly price. If Contract award is made in a subsequent month after July 2018, then the posted price on the last business day in the preceding month will be used.

The aforementioned mechanism for monthly price revisions would then be applied to the Contract prices throughout the Contract period. Price revisions will be calculated by truncating all figures (priced in dollars per gallon) to four (4) decimal places. Applicable price changes will be effective on the first day of each month. The Contract price and any adjustments will only be carried out and truncated to four (4) decimal places (priced in dollars per gallon).

Should the monthly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide Liquefied Petroleum Gas (LPG) – Propane prices, the State reserves the right to increase the frequency of the price revisions to a weekly basis. The weekly basis will utilize the Posted Price on the last business day of the week, to be effective the next business day.

Should postings differ from current description and/or format, a posting determined by the Commissioner, in his or her sole discretion, to be most reflective of market conditions will be used. The same applies if OGS were to utilize a weekly pricing schedule. Corrections to prices previously posted in the OPIS Oil Price Daily will be considered only when caused by a typographical or clerical error on the part of said service provider.

NOTE: In the event the Propane Pipeline Selkirk price is not posted on a specified "Posting Day", the "Posting Day" will be the day previous to when a posted price is available in OPIS's publication. In the event the monthly "Posting Day" falls as a Holiday, the State will utilize the previous day's posting for the monthly period.

Price increases are limited to changes in pre-selected postings as noted above. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period.

Price adjustments will continue using the same method if Contract is extended.

PREVAILING WAGE RATES – PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Work performed under the Contract is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, General Specifications and see "Wage and Hour Provisions" in Appendix A, clause 6. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2017901017**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:
<https://applications.labor.ny.gov/wpp/showFindProject.do?method=showlt>

For Prevailing Wage Updates, use the following DOL link:
<https://applications.labor.ny.gov/wpp/publicViewPWChangesArt9.do?method=showlt>

Links to schedule updates appear in the table at the bottom of the web page.

IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this Contract.

ORDERING:

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

MINIMUM ORDER:

There is no minimum order for this Contract.

PROUUREMENT (PURCHASING) CARD:

Contractor may accept the New York State Procurement Card for Contract purchases. For all Contract purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

INVOICING AND PAYMENT:

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Customer Delivery Location ID Number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number

- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Date of Service/Delivery

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>

PRODUCT DELIVERY:

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery, and the delivery time shall not exceed 48 hours from the time of order. Should there be a State declared emergency, an after-hours or weekend emergency, or should agency run out of propane at any time creating an emergency situation, the Contractor shall be required to provide product within four (4) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "Human Needs" Customers.

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. Per Appendix B, Section 48(a), (d), and (e), the Authorized User shall have the right to purchase sufficient Liquefied Petroleum Gas – Propane on the open market to fill such tank or tanks, and to charge any increase in price paid over the current Contract price to the account of the Contractor.

Authorized Users shall be responsible for insuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of the Authorized User.

NOTE: Contractor agrees to complete all installations for Authorized Users on the awarded Delivery Schedules no later than July 21, 2018, and within twenty-one (21) days for new customers after receipt of a purchase order (or other ordering mechanism between Contractor and ordering entity), except in an emergency situation. Contractor must arrange service for set up with particular agency, and/or existing contractor as needed.

AUTOMATIC REPLENISHMENT:

Requests for automatic replenishment are preferred in WRITING from an Authorized User but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank. The Contractor shall maintain a record of the estimated consumption of Liquefied Petroleum Gas – Propane and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to insure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, the Authorized User shall have the right to purchase sufficient fuel on the open market from another vendor to fill such tank or tanks, and to charge any increase in price paid over the current Contract price to the account of the Contractor. The Contractor shall permit the other vendor to supply Liquefied Petroleum Gas – Propane into Contractor-owned tank(s) and shall not hold the Authorized User or the other supplying source liable in any way for said delivery.

MINIMUM LEVEL	TOTAL – TANK CAPACITY/GALS
10%	Under 5500
15%	5,500 and over

DELIVERY SCHEDULES:

Contractors shall be obligated to deliver to any State agency which places a Purchase Order (or other ordering mechanism between the Contractor and ordering entity) under the Contract, whether or not such delivery location is identified in the Delivery Schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS Procurement Services shall be eligible to receive deliveries at Contractor's option. This will be done upon placement of a valid Purchase Order (or other ordering mechanism between the Contractor and ordering entity) to the Contractor's address as indicated in the Contract award notification. Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules, to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made. See the New Accounts clause of this Contract.

At any time during the Contract, Contractors may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the Delivery Schedule.

Filed requirements and Delivery Schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: On occasion, entities may appear on the wrong Delivery Schedule as entities self-report. For example, a non-State entity may appear on the Agency schedule on occasion or vice versa. OGS does review and seek clarification of information on the Delivery Schedules, but does not catch all errors.

PRODUCT RETURNS AND EXCHANGES:

In addition to the provisions of Appendix B, *Title and Risk of Loss, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipment, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within guaranteed delivery times (regular or emergency as applicable) of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to

the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

GUARANTEE:

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and/or delivering of fuel under the Contract and shall be liable for any damages for which Contractor or Contractor's employees are responsible.

This liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. Oil spills of any size shall be immediately reported to the agency Business Office to effect contact with a representative of the Department of Environmental Conservation. More information is available here: <http://www.dec.ny.gov/chemical/8428.html>

ENGINEERING SERVICE:

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's fuel in State equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

SURPLUS/TAKE-BACK/RECYCLING:

At the termination of the Contract, the Contractor is required to remove its own tank(s) within thirty (30) calendar days of the contract expiration date; unless the Contractor is either successful in obtaining a new contract award for that location, or arranges to exchange tanks with the new successful contractor.

The purchasing agency shall be given a refund by the Contractor for any remaining Liquefied Petroleum Gas left in the propane tank at the time it is removed when the Contract expires. The refund will be based on the last Contract price per gallon on the last day of the Contract term, and would apply to all terminated Contract locations, and the Contract price per gallon at the time of vendor notification of account termination during the Contract term.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws.

TRAFFIC INFRACTIONS:

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

 Date: _____

 Phone: _____

 E-mail: _____

Please detach or photocopy this form & return via e-mail to OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES, 38th Floor
 Attn: Elizabeth Gocs
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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