



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 05800 – Liquefied Petroleum Gas (LPG) – Propane (Statewide) Classification Code(s): 15
Award Number	: 23283 (Replaces Awards 23093)
Contract Period	: October 1, 2023 – June 30, 2028
Bid Opening Date	: March 16, 2023
Date of Issue	: August 16, 2023 (Revised September 16, 2025)
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Contractors	Political Subdivisions & Others
Name : Wendy Nieves Title : Contract Management Specialist Phone : 518-486-7313 E-mail : Wendy.Nieves@ogs.ny.gov	<p style="text-align: center;">Procurement Services Customer Services</p> 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

The purpose of this Contract is to provide Authorized Users with a means of acquiring Liquefied Petroleum Gas (LPG) – Propane by 20LB (4.7 GAL) cylinders, 34LB (7.9 GAL) cylinders, 100 LB (23.6 GAL) cylinders and Bulk gallons which includes tank and regulator installations, testing and inspections by the contractor to an Authorized User’s storage facility for use by the Authorized User. The product shall be Contractor furnished, delivered, and unloaded as specified herein.

There are 0% SDVOB participation goals on this contract.
There are 0% MWBE participation goals on this contract.

Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <https://ogs.ny.gov/Award-23283>

NOTE: See individual contract items to determine actual awardees.

Contract Number	Contractor & Address	Contact Information	FEIN NYS Vendor ID
PC70085	<p>Ferrellgas, L.P. One Liberty Plaza Liberty, MO 64068</p>	<p>Government Bids Analyst Toll Free: 800-816-3058 Email: Governmentbids@ferrellgas.com</p> <p><u>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</u> M – F 8am – 5pm Deb Anthony Customer Service Manager Phone: 800-437-4856</p> <p><u>Person to Contact to Escalate Contract Orders:</u> Deb Anthony Customer Service Manager Phone: 800-437-4856</p> <p><u>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</u> Emergency Line Customer Service Reps Phone: 866-708-8209</p> <p><u>Contact for NYS Declared Emergencies or Disaster (available throughout emergency):</u> Emergency Line Customer Service Reps Phone: 866-708-8209</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u> Government Bids Analyst Toll Free: 800-816-3058 Email: Governmentbids@ferrellgas.com</p> <p><u>Contact for Reports of Contract Usage and Related Issues:</u> Government Bids Analyst Toll Free: 800-816-3058 Email: Governmentbids@ferrellgas.com</p>	<p>431698481 1000009351</p>
PC70113 SB	<p>G.A. Bove & Sons, Inc. 76 Railroad Street Mechanicville, NY 12118</p>	<p>Kateri Perkins General Manager Phone: 518-664-5111 Email: KPerkins@bovefuels.com</p> <p><u>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</u> M – F 8am – 5pm Sat 8am – 12(noon) Amanda Blowers Office Manger Phone: 518-664-5111 Email: ABlowers@Bovefuels.com</p>	<p>141536614 1000006792</p>

		<p><u>Person to Contact to Escalate Contract Orders:</u> Kateri Perkins General Manager Phone: 518-664-5111 Email: KPerkins@bovefuels.com</p> <p><u>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</u> John V. Bove Secretary/Treasurer Phone: 518-664-5111 Cell: 518-857-9278 Email: jvbove@bovefuels.com</p> <p><u>Contact for NYS Declared Emergencies or Disaster (available throughout emergency):</u> James Brennan Service Manager Phone: 518-664-5111 Cell: 518-857-9281 Email: JBrennan@bovefuels.com</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u> John V. Bove Secretary/Treasurer Phone: 518-664-5111 Cell: 518-857-9278 Email: jvbove@bovefuels.com</p> <p><u>Contact for Reports of Contract Usage and Related Issues:</u> Kevin O’Neil CFO Phone: 518-664-5111 Email: KOneil@bovefuels.com</p>	
<p>PC70086</p>	<p>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products The Metrocenter – 49 Court Street PO Box 5306 Binghamton, NY 13902</p>	<p>Joe D’Esti Pricing and Bid Administrator Phone: 607-352-2958 Toll Free: 800-934-9480 Email: Joe.Desti@mirabito.com</p> <p><u>Customer Service Contract for NYS Contract Orders during normal business hours:</u> M – F 8am – 5pm Phone: 307-352-2800 Toll Free: 800-934-9480</p> <p><u>Person to Escalate Contract Orders:</u> Phil Mirabito Director of Liquid Distribution, Home Comfort Phone: 607-352-2941 Cell: 607-237-2758 Email: Phil.Mirabito@mirabito.com</p> <p><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></p>	<p>150552668 1000007358</p>

		<p>Phil Mirabito Director of Liquid Distribution, Home Comfort Phone: 607-352-2941 Cell: 607-237-2758 Email: Phil.Mirabito@mirabito.com</p> <p>Contacts for NYS Declared Emergencies or Disasters: Matt Meehan St. V.P. Home Comfort Phone: 607-352-2888 Cell: 607-237-9954 Email: matt.meehan@mirabito.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency): P Phil Mirabito Director of Liquid Distribution, Home Comfort Phone: 607-352-2941 Cell: 607-237-2758 Email: Phil.Mirabito@mirabito.com</p> <p>Contact for Billing Issues: Phil Mirabito Director of Liquid Distribution, Home Comfort Phone: 607-352-2941 Cell: 607-237-2758 Email: Phil.Mirabito@mirabito.com</p>	
<p>PC70087 SB</p>	<p>MX Petroleum 22 Center Street Massena, NY 13662</p>	<p>Jeanine Caron Vice President Phone: 315-769-9500 Email: J.Caron@mxfuels.com</p> <p>Customer Service Contact for NYS Contract Orders during Normal Business Hours: M – F 8am – 5pm Matt Bard Sales and Marketing Manager Phone: 315-769-9500 Email: M.Bard@mxfuels.com</p> <p>Person to Contact to Escalate Orders Matt Bard Sales and Marketing Manager Phone: 315-769-9500 Email: M.Bard@mxfuels.com</p> <p>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency: Matt Bard Sales and Marketing Manager Phone: 315-769-9500 Cell: 518-521-5266 Email: M.Bard@mxfuels.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</p>	<p>161352970 1000015801</p>

		<p>Jeanine Caron Vice President Phone: 315-769-9500 Email: J.Caron@mxfuels.com</p> <p>Contact for Reports of Contact Usage and Related Issues: Jeanine Caron Vice President Phone 315-769-9500 Email: J.Caron@mxfuels.com</p>	
<p>PC70089</p>	<p>Paraco Gas Corp. 800 Westchester Ave S604 Rye Brook, NY 10573</p>	<p>Angela Hayes Director of Customer Experience Phone: 631-478-4891 Toll Free- 800-647-4427 Email: biddesk@paracogas.com</p> <p>Customer Service Contact for NYS Contract Orders: M – F 8am – 5pm Sat 8am – 2pm Megan Carr Director of Logistics Phone: 833-715-1663 Toll Free: 800-647-4427 Email: contactus@paracogas.com</p> <p>Contact to Escalate Contract Orders: Benjamin Modeen Sr. Director Sales Strategy & National Accounts Phone: 800-647-4427 Cell: 518-915-5806 Email: biddesk@paracogas.com</p> <p>Contact for After Hours, Weekend, and/or Holiday Emergency: Dave Latourell Director of Safety and Compliance Toll Free: 800-644-4427 Cell Phone: 631-433-9024 Email: contactus@paracogas.com</p> <p>Contacts for NYS Declared Emergencies or Disasters: Dave Latourell Director of Safety and Compliance Toll Free: 800-644-4427 Cell Phone: 631-433-9024 Email: contactus@paracogas.com</p> <p>Contact for Billing Issues: Angela Hayes Director of Customer Experience Phone: 631-478-4891 Toll Free- 800-647-4427 Email: contactus@paracogas.com</p>	<p>133149941 1000006312</p>

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic 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).

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing, please go to the Pricing Information link on the Award page. Please note for the counties not listed, refer to Award 23398.

County	Bid Prices by Tank Type				Contractor
	20 lb./cyl (4.7 gal)	34 lb./cyl (7.9 gal)	100 lb./cyl (23.3 gal)	Bulk	
Allegany	N/A	N/A	N/A	N/A	N/A
Bronx	N/A	N/A	N/A	N/A	N/A
Broome	N/A	N/A	\$1.4797	\$1.4697	Ferrellgas, L.P.
Cayuga	N/A	N/A	\$2.4597	\$2.2097	Mirabito Holdings, Inc.
Chemung	N/A	N/A	\$1.5597	\$1.5087	Ferrellgas, L.P.
Chenango	N/A	N/A	N/A	\$1.4799	Ferrellgas, L.P.
Clinton	\$1.9597	\$1.8597	\$1.7597	\$1.5417	MX Petroleum
Columbia	N/A	N/A	N/A	\$1.5650	Paraco Gas Corp.
Cortland	N/A	N/A	N/A	\$1.4897	Ferrellgas, L.P.
Dutchess	N/A	\$1.4652	\$1.4652	\$1.4652	Paraco Gas Corp.
Erie	N/A	\$2.2097	N/A	\$1.4797	Ferrellgas, L.P.
Essex	N/A	N/A	N/A	\$1.4947	MX Petroleum
Franklin	\$1.9597	\$1.8597	\$1.7597	\$1.5417	MX Petroleum
Fulton	N/A	N/A	N/A	\$1.4697	Ferrellgas, L.P.
Genesee	\$2.0998	\$2.0998	\$2.0998	\$1.6097	Ferrellgas, L.P.
Hamilton	N/A	N/A	No Bid	No Bid	No Award
Herkimer	N/A	N/A	\$1.4897	\$1.4897	Ferrellgas, L.P.
Jefferson	\$1.8097	\$1.7097	\$1.7097	\$1.4596	Ferrellgas, L.P.
Kings	N/A	N/A	N/A	N/A	N/A
Lewis	N/A	N/A	N/A	\$1.4597	Ferrellgas, L.P.
Livingston	\$1.9097	\$1.9097	\$1.9097	\$1.4787	Ferrellgas, L.P.
Monroe	\$1.8697	\$1.8697	\$1.8697	\$1.4687	Ferrellgas, L.P.
Nassau	\$1.9387	N/A	N/A	\$1.9387	Paraco Gas Corp.
New York	N/A	N/A	N/A	N/A	N/A
Niagara	N/A	N/A	N/A	\$1.5597	Ferrellgas, L.P.
Oneida	\$1.7097	\$1.7097	\$1.7097	\$1.4587	Ferrellgas, L.P.
Onondaga	N/A	N/A	N/A	\$1.5097	Ferrellgas, L.P.
Ontario	\$1.7097	\$1.7097	N/A	\$1.5097	Ferrellgas, L.P.
Orange	\$1.4697	\$1.4697	N/A	\$1.4697	Ferrellgas, L.P.
Orleans	N/A	\$1.7987	\$1.7987	\$1.4987	Ferrellgas, L.P.
Oswego	N/A	N/A	N/A	\$1.6319	Mirabito Holdings, Inc.
Otsego	N/A	N/A	\$1.5652	\$1.5652	Paraco Gas Corp.
Putnam	N/A	N/A	\$1.5812	\$1.5812	Paraco Gas Corp.
Queens	N/A	N/A	N/A	N/A	N/A
Rensselaer	N/A	N/A	N/A	\$1.6550	Mirabito Holdings, Inc.
Richmond	N/A	N/A	N/A	N/A	N/A

County	Bid Prices by Tank Type				Contractor
	20 lb./cyl (4.7 gal)	34 lb./cyl (7.9 gal)	100 lb./cyl (23.3 gal)	Bulk	
Rockland	\$1.4697	\$1.4697	\$1.4697	\$1.4697	Ferrellgas, L.P.
Saratoga	\$1.5177	\$1.5177	\$1.5177	\$1.5177	G.A. BOVE & SONS, INC.
Schenectady	N/A	N/A	\$1.6497	\$1.6397	Ferrellgas, L.P.
Schuyler	N/A	N/A	N/A	\$1.5097	Ferrellgas, L.P.
Seneca	N/A	N/A	N/A	\$1.5007	Ferrellgas, L.P.
St. Lawrence	N/A	N/A	\$1.6097	\$1.5597	Ferrellgas, L.P.
Suffolk	\$1.9387	\$1.9387	\$1.9387	\$1.9387	Paraco Gas Corp.
Tioga	N/A	\$1.6097	N/A	\$1.5097	Ferrellgas, L.P.
Tompkins	N/A	N/A	\$1.5197	\$1.4997	Ferrellgas, L.P.
Washington	N/A	N/A	\$1.5677	\$1.5677	G.A. BOVE & SONS, INC.
Wayne	\$1.7397	\$1.7397	\$1.7397	\$1.5397	Ferrellgas, L.P.
Westchester	\$1.6335	N/A	\$1.6335	\$1.6335	Paraco Gas Corp.
Yates	N/A	N/A	N/A	No Bid	No Award

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 Schedule to capture these new accounts. All cases shall require Contractors to notify both Authorized User and OGS Procurement Services of any locations not originally on the Delivery Schedule, 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 Appendix B, *Participation in Centralized Contracts*. 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 (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS 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 and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant 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.

Numerous factors could cause the actual quantities of Products purchased under Contract vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.
- In accordance with the *Delivery Schedules* clause, the Contractor(s) shall accept orders from and deliver to any State Agency placing an order through this contract even if the State Agency does not appear on the Delivery Schedule at the time of the bid opening and the Contractor(s) may accept orders, at their discretion, for any non-State Agency or Political Subdivision not appearing on the Delivery Schedule at the time of the bid opening.

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.

AUTOMATIC REPLENISHMENT

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

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser’s tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis with 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 (LPG) – 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

PRICE

Pricing will be collected using Attachment 1 – *Pricing* in accordance with the Instructions tab listed within Attachment 1

Price quoted 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 in this Solicitation.)

Price quoted 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

Bid prices must be expressed in U.S. currency and shall be submitted up to four (4) decimal places (priced in dollars per gallon).

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order. Authorized Users that are on automatic delivery, shall be priced on the day of delivery, unless the Authorized User requests a separate delivery from their automatic delivery schedule. The price shall then reflect the day of the order for the separate delivery.

Any special allowances should not be included in the Bid price as they cannot be considered in evaluating Bids. However, if the Contractor extends such 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 (LPG) - Propane under similar contractual terms and conditions. Bid prices shall be firm except that price revisions shall be permitted in accordance with the PRICE REVISIONS 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 any contract to be awarded hereunder 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 any contract to be awarded hereunder 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 Bid price shall include all applicable customs, duties, taxes, license fees and surcharges as stated in Appendix B §8 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 (LPG) - Propane 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 revision.

The price for Liquefied Petroleum Gas (LPG) - Propane 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 revision.

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, 2022 (\$1.2097/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 **November 30, 2022 (\$1.2097/gal.)**. 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 2023**, 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 # 2022901219**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:
<https://apps.labor.ny.gov/wpp/publicViewPWChangesArt9.do?method=showI>

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

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 Username, and sales representative (if applicable).

PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

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

MINIMUM ORDER

There is no minimum order for this contract.

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
- Dates 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/nys-vendors>.

PRODUCT DELIVERY

Delivery of all Contract Products shall be made in accordance with Appendix B, §31 *Product Delivery* and §33 *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. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed forty-eight (48) hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) 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 be Monday thru 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. In addition to any available remedies per Appendix B, Section 48 *Remedies for Breach*, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Liquefied Petroleum Gas (LPG) – 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 ensuring 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 their own.

NOTE: Contractor agrees to complete all installations for Authorized Users on the awarded Delivery Schedules no later than **October 21, 2023**, 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.

DELIVERY SCHEDULES

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL 219, are available as a guide to indicate proposed delivery points and estimated annual quantities. Contractors were advised that these delivery schedules may be revised up to the date of the bid opening to accommodate the addition and/or deletion of delivery points and quantities and any changes would be posted to the OGS website under Bid Calendar and the Contract Reporter as a Bid Notification Update. Contractors should have made notes of the revisions. The Delivery Schedules were attached with Contract, and any updates, (if any) are available on the OGS website.

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under said 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 as of the date of

the bid opening 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 the 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 request 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 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 Procurement Services 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 Section 34 through 36, *Title and Risk of Loss, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, 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 delivering of fuel under the resultant Contract and shall be liable for any damages for which he or his 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 always having a person in attendance at the point of transfer. 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 can be viewed at: <http://www.dec.ny.gov/chemical/8428.html>

A call can be placed twenty-four (24) hours a day with the New York State Oil Spill Hotline at 1-800-457-7362.

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 Authorized Users' 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.

DRUG AND ALCOHOL USE PROHIBITED

For reasons of safety and public policy, in any Contract resulting from this Award, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

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 return via e-mail to OGS.sm.PS_CM_FleetFuelRoads@ogs.ny.gov or mail to:

NYS Office of General Services
 Procurement Services
 Attn: Fuels Team
 38th FL, Corning Tower, ESP
 Albany, New York 12242
 * * * * *