

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: PROPANE BOTTLED GAS (CYLINDERS)

CONTRACT PERIOD: Beginning OCTOBER 1, 1998 and Ending SEPTEMBER 30, 1999

CONTRACT MANUAL INDICATOR: None
CONTRACT RESTRICTION CODE: 1

FIELD PURCHASE ORDERS: Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept field purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued through EDI shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

ESTIMATED QUANTITIES: It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered by this contract from another source if the price is lower than the contract price.

IDENTIFICATION NUMBER: The vendor's federal identification number must be typed in the designated space on the Field Purchase Order.

COMMODITY IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete commodity number.

TAXES: The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is 23740001-K. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

ACCEPTANCE: Payment should not be construed by the awarded vendor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

ASSIGNMENT OF ANTITRUST CLAIMS: Vendor and the Commonwealth recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of State or Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to the Commonwealth all right, title and interest in and to any claims vendor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

ORDERS UNDER \$1,500.00: For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

OPTION TO EXTEND: The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

SPECIFICATIONS: PROPANE GAS (Vapor Withdrawal) shall be of 95% minimum purity with 2% mercaptan odor. The gas shall be supplied in 100 lb. cylinders of 850 Cu. Ft. Vapor Withdrawal cylinders will have female fittings.

PROPANE GAS (Liquid Withdrawal) shall be of 95% minimum purity with 2% mercaptan odor. The gas shall be supplied in 100 lb. cylinders equipped for liquid withdrawal. Liquid withdrawal cylinders will have male fittings.

Mark all Cylinders as to type of withdrawal with legible markings or other distinguishing characteristics.

The gas, tanks, cylinders, valves and piping shall conform to the latest Pennsylvania Department of Labor and Industry Publication, "Regulations for Liquefied Petroleum Association".

THIS CONTRACT IS FOR PROPANE ONLY. THE CYLINDERS ARE THE PROPERTY OF THE VENDOR.
FOR EXAMPLE: A PRICE OF \$18.45 PER 100 LB. CYLINDER BUYS 100 LBS. OF PROPANE AT \$0.1845/LB.

ACCOUNTABILITY OF CYLINDERS: The cylinders are identified by a serial number. Cylinder accountability maintenance is the responsibility of the using locations/agencies and the vendor. How accountability is documented requires a cooperative effort between the user and the supplier. Cylinders that are not returned to the supplying vendor are charged to the Commonwealth using location by the supplying vendor with necessary the documentation to support the claim. The Commonwealth will notify the vendor to pick up their tanks when a contract expires. The vendor **MUST** comply within 30 days after termination of the contract.

METHOD OF AWARD: All cylinders (vapor and liquid product) are awarded individually by County and type. Bids submitted for an item or County shall not be conditioned upon the award for any other item or County.

NOTICE: Contractor is required to supply all agencies of the Commonwealth located in the awarded county of the awarded type (vapor and/or liquid).

DELIVERIES: Deliver all Propane Gas ordered from this contract within ten (10) days after receipt of the Field Purchase Order, or as designated by the Using Agency. Transportation terms are "F.O.B. DESTINATION" for all deliveries. Bid prices shall include all transportation, delivery handling and hook-up charges. Demurrage is not chargeable for the cylinders. The only charge paid is the price per 100 lb. cylinder listed on the Item Sheets of this contract.

MINIMUM DELIVERIES: Any combination of five (5) cylinders. Agencies, however, may purchase a lesser quantity but must pick up cylinders at the contractor's distribution point and pay delivered prices.

LIQUIDATED DAMAGES: If cylinders are not delivered within ten (10) days after receipt of the Field Purchase Order, the vendor is assessed a 5% reduction in price/payment. An additional 1% reduction is levied for each full week thereafter until delivery.

PRICES: The price bid is firm for the entire contract period. Vendor voluntary price reductions are accepted. Also, if a vendor wants to fill the cylinders on site for a lower or at least the same price per pound, it is acceptable.

FILLING CYLINDERS ON SITE:

- A. Cylinder must be equipped with proper fitting.
- B. **Metered delivery required and payment is for gallons delivered.**
- C. There are 23.6 gallons per 100 lb cylinder.
- D. The price per gallon invoiced is based upon the awarded 100 lb cylinder delivered price. For example, \$15.20/ 100 lb cylinder equates to .6441/Gal ($\$15.20 \div 23.6$).

OPTION TO RENEW: The contract(s) or any part of the contract(s) may be renewed for an additional three (3) year(s) term by mutual agreement between the Commonwealth and the Contractor(s). If the Contract(s) is/are renewed the same terms and conditions shall apply. If this contract(s) is/are renewed for an additional three (3) year(s), a new performance bond or a rider supplementing the original bond is required for the extended period

INQUIRIES: Direct all questions concerning this contract to:

Toni Palmer, Buyer
Bureau of Purchases
PO Box 1365
Harrisburg PA 17105
Telephone: 717-783-8158

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACT VENDOR LIST

The vendor(s) identified below by an "X" in the Act 31 of July 9, 1971 and Act 17 of June 27, 1977 column will permit any political subdivision or authority or private college or university to buy from General Services contracts. Unless otherwise specified below, payment terms are Net 30 days.

ACTS 31&17	VENDOR #/FIN	SUFFIX	VENDOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	00412 16-1551524		Agway Energy Products LLC P O Box 4852 Syracuse NY 13221	800-663-1564	315-449-6388	Ruth A Hall
	06563 23-2787917		Amerigas Propane LP 460 N Gulph Road King of Prussia PA 19406	610-337-7000	610-768-7640	Robert Brantley
	37162 43-1698481		Ferrellgas LP (See Attachment)	800-816-3058 or 816-792-7469	816-792-7884 or 816-792-7985	Julie Stockmann
X	06824 23-2073193		Keystone Propane Service Inc 1201 Marshwood Rd Throop PA 18512	800-598-5047	717-383-7913	John Grabowski Jr
X	15307 48-1128350		Propane Continental dba Minns Gas P O Box 363 Falls Creek PA 15840	814-371-6720	814-371-0870	Charles E Lee

FERRELLGAS ADDRESS LISTING

Commonwealth of Pennsylvania CYLINDER

<u>FERRELLGAS OFFICE</u>	<u>ITEMS</u>	<u>COUNTY</u>
Ferrellgas - 005 Road 1, Box 385D Route 62 South Franklin, PA 16323 Phone 814- 437-5771 Fax 814- 437-5771 Manager: Mike Chopp	7, 8	Venango
Ferrellgas - 001 104 Ferrell Ave Windber PA 15963 Phone 814- 467-5547 Fax 814-467-4340 Manager: Kurt Kushnir	99,100 101,102 103,104 109,110	Bedford Blair Cambria Somerset
Ferrellgas - 008 10330 West Main Road North East, PA 16428 Phone 814- 725-8749 Fax 814-725-5991 Manager: Frank Mehler, Jr.	3, 4	Erie
Ferrellgas - 003 2703 Penn Avenue West Ext. Warren, PA 16365 Phone 814- 723-7880 Fax 814-723-2748 Manager: Jack McMillen	5, 6 11, 12 21, 22	Forest Warren McKean
Ferrellgas - 009 RR1 Box 143F Townada Pa 18848 Phone 717-265-3426 Fax 717-265-8317 Manager: Sam Millard	43,44	Tioga
Ferrellgas - 006 1000 Neville Rd Pittsburgh PA 15225 Phone 412-771-1160 Fax 412-771-3565 Manager: Craig Walker	113,114 121,122 123,124 131,132	Butler Allegheny Beaver Washington

ITEM NO	DIST	COUNTY 9120-0500-050	PRICE PER 100 LB CYL. OF VAPOR WITH- DRAWAL	VENDOR FIN	ITEM NO	DIST	COUNTY 9120-0500-010	PRICE PER 100 LB CYL. OF LIQUID WITH- DRAWAL	VENDOR FIN
1	1-1	Crawford	20.30	161551524	2	1-1	Crawford	20.30	161551524
3	1-2	Erie	18.46	431698481-008	4	1-2	Erie	18.46	431698481-008
5	1-3	Forest	21.35	431698481-003	6	1-3	Forest	21.35	431698481-003
7	1-4	Mercer	18.75	431698481-005	8	1-4	Mercer	18.75	431698481-005
9	1-5	Venango	20.30	161551524	10	1-5	Venango	20.30	161551524
11	1-6	Warren	21.35	431698481-003	12	1-6	Warren	21.35	431698481-003
13	2-1	Centre	22.00	161551524	14	2-1	Centre	22.00	161551524
15	2-2	Clearfield	18.50	232787917	16	2-2	Clearfield	18.50	232787917
17	2-3	Clinton	NO BIDS RECEIVED	CANCELLED	18	2-3	Clinton	NO BIDS RECEIVED	CANCELLED
19	2-4	Cameron	33.50	481128350	20	2-4	Cameron	33.50	481128350
21	2-5	McKean	25.50	431698481-003	22	2-5	McKean	25.50	431698481-003
23	2-6	Potter	NO BIDS RECEIVED	CANCELLED	24	2-6	Potter	NO BIDS RECEIVED	CANCELLED
25	2-7	Mifflin	22.68	161551524	26	2-7	Mifflin	22.68	161551524
27	2-8	Elk	29.50	481128350	28	2-8	Elk	29.50	481128350
29	2-9	Juniata	22.68	161551524	30	2-9	Juniata	22.68	161551524
31	3-1	Columbia	24.50	161551524	32	3-1	Columbia	24.50	161551524
33	3-2	Lycoming	22.00	161551524	34	3-2	Lycoming	22.00	161551524
35	3-3	Montour	25.50	161551524	36	3-3	Montour	25.50	161551524
37	3-4	Northumberland	27.00	161551524	38	3-4	Northumberland	27.00	161551524

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39	3-5	Snyder	27.00	161551524	40	3-5	Snyder	27.00	161551524
41	3-6	Sullivan	22.00	161551524	42	3-6	Sullivan	22.00	161551524
43	3-7	Tioga	23.00	431698481-009	44	3-7	Tioga	23.00	431698481-009
45	3-8	Union	28.00	161551524	46	3-8	Union	28.00	161551524
47	3-9	Bradford	21.49	161551524	48	3-9	Bradford	21.49	161551524
49	4-2	Lackawanna	18.95	23-2073193	50	4-2	Lackawanna	18.95	23-2073193
51	4-3	Luzerne	20.95	161551524	52	4-3	Luzerne	20.95	161551524
53	4-4	Pike	20.95	232073193	54	4-4	Pike	20.95	232073193
55	4-5	Susquehanna	23.00	161551524	56	4-5	Susquehanna	23.00	161551524
57	4-6	Wayne	20.95	232073193	58	4-6	Wayne	20.95	232073193
59	4-7	Wyoming	NO BIDS RECEIVED	CANCELLED	60	4-7	Wyoming	NO BIDS RECEIVED	CANCELLED
61	5-1	Berks	23.95	161551524	62	5-1	Berks	23.95	161551524
63	5-2	Carbon	NO BIDS RECEIVED	CANCELLED	64	5-2	Carbon	NO BIDS RECEIVED	CANCELLED
65	5-3	Lehigh	30.50	161551524	66	5-3	Lehigh	30.50	161551524
67	5-4	Monroe	25.00	232787917	68	5-4	Monroe	25.00	232787917
69	5-5	Northampton	30.50	161551524	70	5-5	Northampton	30.50	161551524
71	5-6	Schuylkill	23.45	161551524	72	5-6	Schuylkill	23.45	161551524
73	6-1	Bucks	24.93	161551524	74	6-1	Bucks	24.93	161551524
75	6-2	Chester	24.93	161551524	76	6-2	Chester	24.93	161551524

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77	6-3	Delaware	28.17	161551524	78	6-3	Delaware	28.17	161551524
79	6-4	Montgomery	25.22	161551524	80	6-4	Montgomery	25.22	161551524
81	6-5	Philadelphia	48.00	232787917	82	6-5	Philadelphia	48.00	232787917
83	8-1	Adams	22.00	161551524	84	8-1	Adams	22.00	161551524
85	8-2	Cumberland	19.90	232787917	86	8-2	Cumberland	22.00	161551524
87	8-3	Franklin	19.90	232787917	88	8-3	Franklin	22.00	161551524
89	8-4	York	19.90	232787917	90	8-4	York	19.50	232787917
91	8-5	Dauphin	22.00	161551524	92	8-5	Dauphin	22.00	161551524
93	8-7	Lancaster	19.90	232787917	94	8-7	Lancaster	20.30	161551524
95	8-8	Lebanon	22.00	161551524	96	8-8	Lebanon	22.00	161551524
97	8-9	Perry	22.00	161551524	98	8-9	Perry	22.00	161551524
99	9-1	Bedford	21.00	431698481-001	100	9-1	Bedford	21.00	431698481-001
101	9-2	Blair	21.00	431698481-001	102	9-2	Blair	21.00	431698481-001
103	9-3	Cambria	20.00	431698481-001	104	9-3	Cambria	20.00	431698481-001
105	9-4	Fulton	NO BIDS RECEIVED	CANCELLED	106	9-4	Fulton	NO BIDS RECEIVED	CANCELLED
107	9-5	Huntingdon	23.00	161551524	108	9-5	Huntingdon	23.00	161551524
109	9-7	Somerset	21.00	431698481-001	110	9-7	Somerset	21.00	431698481-001
111	10-1	Armstrong	23.00	161551524	112	10-1	Armstrong	23.00	161551524
113	10-2	Butler	17.64	431698481-006	114	10-2	Butler	17.64	431698481-006

ITEM NO	DIST	COUNTY 9120-0500-050	PRICE PER 100 LB CYL. OF VAPOR WITH- DRAWAL	VENDOR FIN	ITEM NO	DIST	COUNTY 9120-0500-010	PRICE PER 100 LB CYL. OF LIQUID WITH- DRAWAL	VENDOR FIN
115	10-3	Clarion	22.00	161551524	116	10-3	Clarion	22.00	161551524
117	10-4	Indiana	19.50	232787917	118	10-4	Indiana	19.50	161551524
119	10-5	Jefferson	22.00	161551524	120	10-5	Jefferson	22.00	161551524
121	11-1	Allegheny	17.64	431698481-006	122	11-1	Allegheny	17.64	431698481-006
123	11-2	Beaver	17.64	431698481-006	124	11-2	Beaver	17.64	431698481-006
125	11-4	Lawrence	18.90	232787917	126	11-4	Lawrence	18.90	232787917
127	12-1	Fayette	22.00	161551524	128	12-1	Fayette	22.00	161551524
129	12-2	Greene	23.00	161551524	130	12-2	Greene	23.00	161551524
131	12-4	Washington	17.64	431698481-006	132	12-4	Washington	17.64	431698481-006
133	12-5	Westmoreland	18.75	232787917	134	12-5	Westmoreland	18.75	232787917

Contract Number: #9120-01
Change Number #1
Date: 12/18/98

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: PROPANE BOTTLED GAS (CYLINDERS)
Contract Period: Effective date of OCTOBER 1, 1998 and Termination date of SEPTEMBER 30, 1999
Buyer Name: TONI PALMER

CHANGE SUMMARY:

This contract will be deleted / cancelled effective October 1, 1999 (at the end of the current contract period).

Propane Bottled Gas (Cylinders) requirements after September 30, 1999
will be purchased locally via standard purchasing procedures.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: 9120-01
Change Number 2
Change Effective Date: 9-30-99

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: PROPANE BOTTLED GAS (CYLINDERS)
Contract Period: Effective date of OCTOBER 1, 1998 and Termination date of SEPTEMBER 30, 1999
Buyer Name: TONI PALMER

CHANGE SUMMARY:

This contract will be deleted at the end of the current contract period.

Effective October 1, 1999, agencies will purchase bottled propane via standard purchasing procedures.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES