

Bulk Propane (9120-02) Contract - Overview

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

- Delivery of Propane
- Serves specific facilities where the estimated usage is a minimum of 10,000 cubic feet
- Storage tanks may be customer owned or provided by the supplier
- Delivery made within ten (10) days after receipt of a purchase order, or as designated by the using agency
- Minimum delivery is 100 gallons

CONTRACT INFO

Contract Number & Title	9120-02
Number of Suppliers	2
Validity Period	09/01/06 - 06/30/2010
DGS Point of Contact	Jack Banks
Contact Phone #	(717) 787-6586
Email	jbanks@state.pa.us

PRICING HIGHLIGHTS

- Pricing is fixed for the initial year of the contract.
- For successive years, a price adjustment will be made on an annual basis starting July 1st, 2007. Subsequent adjustments will be made on July 1st of each remaining year of the contract.
- The base price for the price adjustment is the "Wet-Tet Mont Belvieu, TX" propane price published in the Wall Street Journal on 21 July 2006. This base price is 1.1650. The adjustment, either an increase or decrease to the awarded prices, will be the difference between the base price and the published price on July 1st.

PROCESS TO PURCHASE

- Not applicable to COSTARS

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This is a supplement to Legacy Contract No.9120-02, (identified here and in the other documents as the "Contract") and will cover the requirements of the Pennsylvania Historical and Museum Commission for bulk propane gas at the listed facilities.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the effective date no earlier than August 1, 2006 and expire on June 30, 2010.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This extension will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

SPECIFICATIONS: The gas, tanks, cylinders, valves and piping shall conform to the Gas Processors Association (GPA) Standard 2140-97 entitled "Liquefied Petroleum Gas Specifications and Test Methods", the National Fire Protection Association (NFPA) Pamphlet No. 58 entitled "Liquefied Petroleum Gas Code" and the Pennsylvania Department of Labor and Industry Regulation "Liquefied Petroleum Gas" (Pennsylvania Code, Title 34, Part I, Chapter 13, Subchapter A). The latest edition of the aforementioned specifications shall apply.

Where required, a successful bidder must supply and install the storage tanks. This contractor shall supply all required piping, valves, gauges and fittings necessary to service the agencies building.

DELIVERIES: All propane gas ordered from this contract shall be delivered within ten (10) days after receipt of a purchase order, or as designated, by the using agency. Transportation terms are "FOB DESTINATION" for all deliveries.

At the option of each facility, a remote reading tank gauge may be installed on each tank. The supplier shall then be responsible for keeping the tanks from running out and should not allow the tanks to contain less than 25% of their capacity.

MINIMUM DELIVERY: The minimum delivery is 100 gallons. Contractors and using agencies should cooperate in an effort to minimize costs (i.e., automatic fill, maximization of delivery quantity, etc.).

PRICE ADJUSTMENT: Contract prices will change based upon this clause only. A price adjustment will be made on an annual basis starting July 1st 2007. Subsequent adjustments will be on July 1st of each remaining year of the contract.

The basis for the adjustment is the price per gallon for “wet-tet Mont Belvieu, Texas” propane as reported in the Wall Street Journal under “Oil Prices”.

The base price for this price adjustment clause is the “wet-tet Mont Belvieu, Texas” propane price of 1.1650 published in the Wall Street Journal on 21 July 2006.

The adjustment, either an increase or decrease to the awarded prices, will be the difference between the base price and the published price on July 1st. If July 1st falls on a weekend or the price information is not published on this particular date then the most recently published price prior to July 1st will be used. The price adjustment is issued via a change notice to the contract and applies to all awarded items.

TANK INSTALLATION:

If tanks are required by a Commonwealth location:

- A. Supply and install the tanks at no expense to the Commonwealth.
- B. Removal, if necessary, shall be at no expense to the Commonwealth.
- C. Any gas in the tank at the time of removal is the property of the Commonwealth. Thus the removing contractor must reimburse the using agency in the form of a check or credit.
- D. A new contractor can negotiate a deal with the previous contractor concerning tank ownership.

INQUIRIES: Direct all questions concerning this bid to the appropriate buyer named herein:

Jack Banks, Buyer, CPPB
Bureau of Purchases
6th Floor Forum Place
555 Walnut Street
Harrisburg, PA 17101-1914
(717) 787-6586
E-mail: jbanks@state.pa.us



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

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Contract Number: 4600010650
Creation Date: 08/31/2006

Purchasing Agent:
 Name: Gregory Knerr
 Phone: 717-787-6586
 Fax: 717 346-3820
 E-mail: gknerr@state.pa.us
 Valid from/to: 09/01/2006 - 06/30/2010

Your vendor number with us: 131731
 Vendor Name/Address:
 J F ENERGY CORPORATION
 DBA DIVERSIFIED ENERGY
 955 W MAIN ST STE 1
 MOUNT JOY PA 17552-1838
 Vendor Fax Number: 717-492-1815

Please Deliver To:
 PHMC/PA. MILITARY MUSEUM
 P.O. BOX 160A
 BUSINESS ROUTE 322
 BOALSBURG PA 16827

Your Quotation: _____ Date: _____
 Collective No.: CN00022113
 Our Quotation: 6000115560

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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00010	GAS,PROPANE,BULK,WITHOUT TANK 144116	0	gal US	15.65 /10	gal US	0.00
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Item text
 Historical Museum Commission - Pennsylvania Military Museum
 Boalsburg, (Centre County). No tanks are required. The site currently has three (3)
 1,000 gallon tanks
 Estimated quantity represents the facility's requirement for a one year period. The
 quantity is not expected to vary much from year to year.

-----SUPPLEMENTAL INFORMATION-----

Header text
 Contact: Robert Troop
 Phone: 800-888-7515

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD
24,414.00
 ESTIMATED VALUE



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

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Contract Number: 4600010652
Creation Date: 09/05/2006

Purchasing Agent:
 Name: Gregory Knerr
 Phone: 717-787-6586
 Fax: 717 346-3820
 E-mail: gknerr@state.pa.us
 Valid from/to: 09/01/2006 - 06/30/2010

Your vendor number with us: 203772

Vendor Name/Address:
 LANCASTER PROPANE GAS INC
 2860 YELLOW GOOSE RD
 LANCASTER PA 17601-1814

Vendor Fax Number: 717-898-0566

Please Deliver To:
 PHMC/CORNWALL IRON FURNACE
 REXMONT AT BOYD STREET
 CORNWALL PA 17016

Your Quotation: _____ Date: _____
 Collective No.: CN00022113
 Our Quotation: 6000115559

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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00010	GAS,PROPANE,BULK,WITH TANK 144115	0	gal US	1.65	gal US	0.00
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Item text
 Historical Museum Commission - Cornwall Iron Furnace
 Cornwall, PA (Lebanon County). Tanks are required. The site currently has two (2) 1,000 gallon tanks.

Estimated quantity represents the facility's requirement for a one year period. The quantity is not expected to vary much from year to year.

-----SUPPLEMENTAL INFORMATION-----

Header text
 Contact: Paul S. Wheaton
 Phone: (717) 898-0800

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

17,820.00
 ESTIMATED VALUE

Contract Reference Number: 9120-02
Collective Numbers: CN00022113
Change Number: 5
Change Effective Date : 07/1/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG, PA**

For: All Using Agencies of the Commonwealth
Subject: Propane, Bulk Gas
Contract Period: Effective date is 7/1/2005 and an Expiration date of 6/30/2010
Buyer Name: Jack Banks/717-787-6586

CHANGE SUMMARY: Price Adjustment

The basis for the Price Adjustment Clause is hereby changed to the "Non-Tet Mont Belvieu, Texas" propane price as reported in the Wall Street Journal under "Refined Products". The previous basis, "Wet-Tet Mont Belvieu, Texas" propane price, is no longer published in the Wall Street Journal.

In accordance with the "Price Adjustment" Clause, the originally awarded propane prices shall be decreased by .0175 cents. The price adjustment is based on the difference between the "Wet-Tet Mont Belvieu, Texas" propane price as reported in the Wall Street Journal on 21 July 2006, which represents the established base price for this contract adjustment, and the "Non-Tet Mont Belvieu, Texas" propane price published in the Wall Street Journal on 29 June 2007. The established base price for this contract is 1.1650 while the published propane price for 29 June 2007 was 1.1475.

Affected Outline Agreement Numbers
4600010650

Contractor
J F Energy Corporation dba Diversified Energy

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.