



# Contract Award Notification

<b>Title</b>	:	<b>Group 05800 – LIQUEFIED PETROLEUM (LP) GASES – PROPANE (STATEWIDE)</b> <b>Classification Code: 15</b>
<b>Award Number</b>	:	<b><u>22949</u></b> (Replaces Awards 22682 and 22780)
<b>Contract Period</b>	:	<b>August 1, 2015 to June 30, 2017</b>
<b>Bid Opening Date</b>	:	<b>June 4, 2015</b>
<b>Date of Issue</b>	:	<b>July 30, 2015</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation For Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher Martinez	Procurement Services
Title : Contract Management Specialist	Customer Services
Phone : 518-474-3856	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : christopher.martinez@ogs.ny.gov	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 a supply of “LPG” Liquid Propane Gas for use by State agencies and Non-State agencies. LP Gas is available in up to 4 different sizes in each county covered by the award: 20LB (4.7 Gal) cylinders, 34LB (7.9 Gal) cylinders, 100LB (23.6 Gal) cylinders, and bulk.

PR # 22949

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC67006 SB	ADIRONDACK ENERGY PRODUCTS, INC. D/B/A ADIRONDACK PROPANE 17 JUNCTION RD. MALONE, NY 12953	518-483-3835 Chris Monette FAX NO.: 518-483-2005 Email: c.monette@aol.com Web Site: www.adirondackenergy.com	FEIN: 141719550 <b>VIN: 100007084</b>

**Contact for Escalating Contract Orders, or in the  
Event of an Emergency After Business Hours and on  
Weekends/Holidays or in the Event of a State  
Declared Emergency**  
Dispatch Center  
518-404-0682

PC67007	AMERIGAS PROPANE, LP 460 NORTH GULPH ROAD KING OF PRUSSIA, PA 19406	888-528-9475 610-304-1620 Dawn Stevenson FAX NO.: 215-885-0986 Email: dawn.stevenson@amerigas.com Web Site: www.amerigas.com	FEIN: 232787917 <b>VIN: 100008932</b>
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**Contact to Set Up Accounts for NYS  
Authorized Users**  
Laura Claggett  
888-528-9475 x28229  
FAX NO.: 610-768-7694  
Email: laura.claggett@amerigas.com

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**  
Emergency Call Center  
888-528-9475 option 1

NOTE: AmeriGas accepts the NYS Procurement Card for purchases up to \$15,000.00.

PC67008	FERRELLGAS, LP 5859 STATE RT. 31 VERONA, NY 13478	800-437-4856 315-725-3105 Doug Muha FAX NO.: 315-363-5663 Email: douglasmuha@ferrellgas.com Web Site: www.ferrellgas.com	FEIN: 431698481 <b>VIN: 100009351</b>
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**Contact to Set Up Accounts for NYS  
Authorized Users**  
Michael OBrien  
315-762-3665  
FAX NO.: 315-363-5663

**Contact for Escalating Contract Orders or in the  
Event of a State Declared Emergency**  
Ron Snyder  
800-437-4856  
Cell: 217-276-2721  
FAX NO.: 315-363-5663  
Email: ronsnyder@ferrellgas.com

NOTE: Ferrellgas accepts the NYS Procurement Card for purchases up to \$15,000.00.

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**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC67009 SB	G.A. BOVE & SONS, INC. 76 RAILROAD ST. MECHANICVILLE, NY 12118	518-664-5111 Michael Shepard FAX NO.: 518-664-4730 Email: mshepard@bovefuels.com Web Site: www.bovefuels.com	FEIN: 141536614 <b>VIN: 1000006792</b>

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays or in the  
Event of a State Declared Emergency**

Zach Taber  
518-664-5111  
Cell: (518) 729-6552  
FAX NO.: (518) 664-4730  
Email: ztaber@bovefuels.com

PC67010	ISLAND PROPANE CORP 2411 CHESTNUT AVE RONKONKOMA, NY 11779	631-738-9233 Jack Stallone FAX NO.: 631-738-8818 Email: islandpropane@live.com Web Site: Islandpropane.com	FEIN: 113367831 <b>VIN: 1000000728</b>
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**Contact for Escalating Contract Orders**

Ariana Lucchese  
631-738-9233  
FAX NO.: 631-738-8818  
Email: islandpropane@live.com

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays or in the  
Event of a State Declared Emergency**

Guy Lucchese  
631-738-9233  
FAX NO.: 631-738-8818  
Email: islandpropane@yahoo.com

PC67011	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LN. ALBANY, NY 12211	518-438-7856 518-542-5552 David Borger FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com	FEIN: 146024844 <b>VIN: 1000007301</b>
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**Contact to Set Up Accounts for NYS  
Authorized Users**

Kim King  
518-438-7856  
Email: kking@maincareenergy.com

**Contact for Escalating Contract Orders, or in the  
Event of an Emergency After Business Hours and on  
Weekends/Holidays or in the Event of a State  
Declared Emergency**

David Borger  
518-438-7856  
FAX NO.: 518-438-5991  
E-mail: dborger@maincareenergy.com

NOTE: Main Brothers Oil Co., Inc. accepts the NYS Procurement Card for purchases up to \$15,000.00.

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**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC67012	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 FAX NO.: 607-584-5133 E-mail: joseph.desti@mirabito.com Web Site: www.mirabito.com	FEIN: 150552668 <b>VIN: 1000007358</b>

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Matt Meehan  
607-352-2888  
FAX NO.: 607-352-5134  
E-Mail: matt.meehan@mirabito.com

PC67013	PARACO GAS CORP 800 WESTCHESTER AVE, S604 RYE BROOK, NY 10573	800-647-4427 914-250-3780 Andy Mirchin FAX NO.: 914-251-9444 E-mail: amirchin@paracogas.com Web Site: www.paracogas.com	FEIN: 133149941 <b>VIN: 1000006312</b>
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**Contact for Escalating Contract Orders**

Daniel Kostecki  
914-250-3720  
Cell: 914-246-7746  
FAX NO.: 914-251-9444  
Email: dkostecki@paracogas.com

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

800-647-4427  
Email: contactus@paracogas.com

**Contact in the Event of a State Declared Emergency**

David R. Latourell  
631-782-1624  
Cell: 631-433-9024  
Email: dlatourell@paracogas.com

NOTE: Paraco Gas Corp accepts the NYS Procurement Card for purchases with no maximum limit.

PC67014 SB	PORCO ENERGY CORP P.O. BOX 910 MARLBORO, NY 12542	877-672-6427 845-236-3600 Joseph A Porco FAX NO.: 845-236-7611 E-mail: jporco@porcoenergy.com Web Site: www.porcoenergy.com	FEIN: 141537331 <b>VIN: 1000001662</b>
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**Contact to Set Up Accounts for NYS  
Authorized Users**

Kristy Werba  
845-236-3600  
FAX NO.: 845-236-7611  
Email: kristy@porcoenergy.com

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Chris Scaturro  
Cell: 914-755-0768  
FAX NO.: 845-236-7611  
Email: chris@porcoenergy.com

NOTE: Porco Energy Corp accepts the NYS Procurement Card for purchases up to \$25,000.00.

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**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC67015	SUPERIOR PLUS ENERGY SERVICES, INC D/B/A GRIFFITH ENERGY 1870 WINTON RD S, SUITE 200 ROCHESTER, NY 14618	800-724-2552 Paul Tandlmayer FAX NO.: 877-776-9358 E-mail: ptandlmayer@superiorplusenergy.com Web Site: www.superiorplusenergy.com	FEIN: 160736353 <b>VIN: 1000007474</b>

**Contact to Set Up Accounts for NYS Authorized Users, for Escalating Contract Orders, in the Event of an Emergency After Business Hours and on Weekends/Holidays, or in the Event of a State Declared Emergency**

Central Dispatch  
800-955-5992  
FAX NO.: 877-776-9358  
E-mail: dispatch@griffithenrgy.com

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 THE NEW YORK STATE PROCUREMENT 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 THE 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:**

The 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

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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).

**PRICE:**

Price quoted shall include:

- All customs duties and charges and be F.O.B. destination
- Tank and regulator installations
- 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 requirement
- Removal of all tanks within thirty day of the contract expiration unless the contractor is either successful in obtaining a new contract award for that agency or arranges to exchange tanks with the new successful contractor.

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.

**LP GAS EQUIPMENT:**

All equipment and the installation of same must meet the requirements of the National Fire Protection Association Code, latest edition. The contractor shall make or cause to be made by competent individuals' periodic inspections of the installation to meet all safety requirements.

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NOTES: The product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-13 and NFPA 58 2014 Standard for storage and handling, or latest revisions thereof.

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Albany</u></b>				
1	LPG-34LB/CYL (7.9 GAL)	603	\$1.1871	Mirabito
2	LPG-20LB (4.7 GALLONS)	109	\$1.1871	Energy
3	LPG-BULK (GALLONS)	82,147	\$0.9399	Products
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Broome</u></b>				
4	LPG-100LB/CYL (23.6 GAL)	23,400	\$0.9423	Mirabito
5	LPG-BULK (GALLONS)	156,770	\$0.9423	Energy Products
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Cattaraugus</u></b>				
6	LPG-BULK (GALLONS)	202,100	\$0.9875	Amerigas Propane
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Cayuga</u></b>				
7	LPG-100LB/CYL (23.6 GAL)	1,100	\$1.7000	Griffith
8	LPG-BULK (GALLONS)	19,050	\$1.1435	Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Chautauqua</u></b>				
9	LPG-100LB/CYL (23.6 GAL)	216	\$1.4925	Amerigas
10	LPG-34LB/CYL (7.9 GAL)	13	\$1.6925	Propane
11	LPG-20LB (4.7 GALLONS)	9	\$2.2835	
12	LPG-BULK (GALLONS)	27,500	\$1.0125	
Guaranteed Delivery A/R/O: 48 hours				

(continued)

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Chemung</u></b>				
13	LPG-100LB/CYL (23.6 GAL)	40	\$1.7000	Griffith
14	LPG-BULK (GALLONS)	8,600	\$1.0435	Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Chenango</u></b>				
15	LPG-BULK (GALLONS)	9,500	\$0.9878	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Clinton</u></b>				
16	LPG-100LB/CYL (23.6 GAL)	490	\$2.4935	Adirondack
17	LPG-34LB/CYL (7.9 GAL)	200	\$2.6935	Propane
18	LPG-20LB (4.7 GALLONS)	300	\$2.6935	
19	LPG-BULK (GALLONS)	70,000	\$0.9855	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Columbia</u></b>				
20	LPG-100LB/CYL (23.6 GAL)	250	\$1.7000	Griffith
21	LPG-BULK (GALLONS)	33,550	\$1.0185	Energy
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Cortland</u></b>				
22	LPG-BULK (GALLONS)	20,300	\$1.0130	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Delaware</u></b>				
23	LPG-100LB/CYL (23.6 GAL)	100	\$0.9868	Mirabito
24	LPG-BULK (GALLONS)	134,900	\$0.9868	Energy
Guaranteed Delivery A/R/O: 48 Hours				

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<b><u>County/ Item No.</u></b>	<b><u>LP Gas Type</u></b>	<b><u>Quantity Gallons</u></b>	<b><u>Bid Price Per Gallon</u></b>	<b><u>Contractor</u></b>
<b><u>Dutchess</u></b>				
25	LPG-100LB/CYL (23.6 GAL)	3,725	\$0.9940	Paraco
26	LPG-BULK (GALLONS)	67,342	\$0.9940	Gas Corp.
Guaranteed Delivery A/R/O: 24 - 48 Hours				
<b><u>Erie</u></b>				
27	LPG-100LB/CYL (23.6 GAL)	185	\$1.4925	Amerigas
28	LPG-34LB/CYL (7.9 GAL)	1,185	\$1.6335	Propane
29	LPG-BULK (GALLONS)	10,003	\$1.0125	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Essex</u></b>				
30	LPG-BULK (GALLONS)	289,590	\$0.9855	Adirondack Propane
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Franklin</u></b>				
31	LPG-100LB/CYL (23.6 GAL)	700	\$2.2457	Adirondack
32	LPG-34LB/CYL (7.9 GAL)	100	\$2.8957	Propane
33	LPG-20LB (4.7 GALLONS)	100	\$2.8957	
34	LPG-BULK (GALLONS)	95,050	\$0.9257	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Fulton</u></b>				
35	LPG-BULK (GALLONS)	15,700	\$0.9925	Amerigas Propane
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Genesee</u></b>				
36	LPG-34LB/CYL (7.9 GAL)	16	\$1.7000	Griffith
37	LPG-20LB (4.7 GALLONS)	40	\$1.7000	Energy
38	LPG-BULK (GALLONS)	5,202	\$1.0335	
Guaranteed Delivery A/R/O: 48 hours				

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<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Greene</u></b>				
39	LPG-100LB/CYL (23.6 GAL)	100	\$1.7000	Griffith
40	LPG-BULK (GALLONS)	21,500	\$1.0185	Energy
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Hamilton</u></b>				
41	LPG-100LB/CYL (23.6 GAL)	6	\$1.4925	Amerigas
42	LPG-BULK (GALLONS)	7,450	\$0.9925	Propane
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Herkimer</u></b>				
41	LPG-100LB/CYL (23.6 GAL)	1,052	\$1.4925	Amerigas
42	LPG-BULK (GALLONS)	10,301	\$0.9925	Propane
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Jefferson</u></b>				
43	LPG-100LB/CYL (23.6 GAL)	1,360	\$1.7000	Griffith
44	LPG-34LB/CYL (7.9 GAL)	100	\$1.7000	Energy
45	LPG-20LB (4.7 GALLONS)	100	\$1.7000	
46	LPG-BULK (GALLONS)	131,675	\$1.0335	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Lewis</u></b>				
47	LPG-BULK (GALLONS)	33,430	\$1.0435	Griffith Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Livingston</u></b>				
48	LPG-34LB/CYL (7.9 GAL)	2	\$1.7000	Griffith
49	LPG-20LB (4.7 GALLONS)	9	\$1.7000	Energy
50	LPG-BULK (GALLONS)	43,300	\$0.9935	
Guaranteed Delivery A/R/O: 48 hours				

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<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Madison</u></b>				
51	LPG-BULK (GALLONS)	43,700	\$1.0146	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Monroe</u></b>				
52	LPG-34LB/CYL (7.9 GAL)	210	\$1.7000	Griffith
53	LPG-20LB (4.7 GALLONS)	8	\$1.7000	Energy
54	LPG-BULK (GALLONS)	41,025	\$0.9935	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Montgomery</u></b>				
55	LPG-BULK (GALLONS)	13,050	\$1.1535	Griffith Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Nassau</u></b>				
56	LPG-100LB/CYL (23.6 GAL)	500	\$2.1940	Paraco
57	LPG-20LB (4.7 GALLONS)	6	\$2.6940	Gas
58	LPG-BULK (GALLONS)	6,970	\$1.3440	Corp
Guaranteed Delivery A/R/O: 24 – 48 hours				
<b><u>Niagara</u></b>				
59	LPG-34LB/CYL (7.9 GAL)	6	\$1.7000	Griffith
60	LPG-20LB (4.7 GALLONS)	3	\$1.7000	Energy
61	LPG-BULK (GALLONS)	22,800	\$1.1435	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Oneida</u></b>				
62	LPG-100LB/CYL (23.6 GAL)	1,268	\$1.7000	Griffith
63	LPG-34LB/CYL (7.9 GAL)	94	\$1.7000	Energy
64	LPG-20LB/CYL (4.7 GAL)	3,405	\$1.7000	
65	LPG-BULK (GALLONS)	72,150	\$0.9915	
Guaranteed Delivery A/R/O: 48 hours				

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<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Onondaga</u></b>				
66	LPG-100LB/CYL (23.6 GAL)	1,750	\$0.9700	Mirabito
67	LPG-34LB/CYL (7.9 GAL)	1,000	\$1.0181	Energy
68	LPG-20LB/CYL (4.7 GAL)	50	\$1.0181	
69	LPG-BULK (GALLONS)	23,000	\$0.9700	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Ontario</u></b>				
70	LPG-100LB/CYL (23.6 GAL)	1,150	\$1.7000	Griffith
71	LPG-34LB/CYL (7.9 GAL)	200	\$1.7000	Energy
72	LPG-20LB/CYL (4.7 GAL)	80	\$1.7000	
73	LPG-BULK (GALLONS)	20,300	\$1.0335	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Orange</u></b>				
74	LPG-100LB/CYL (23.6 GAL)	755	\$0.9990	Paraco
75	LPG-34LB/CYL (7.9 GAL)	1,260	\$0.9990	Gas
76	LPG-20LB/CYL (4.7 GAL)	60	\$0.9990	Corp
77	LPG-BULK (GALLONS)	127,750	\$0.9990	
Guaranteed Delivery A/R/O: 24 – 48 hours				
<b><u>Orleans</u></b>				
78	LPG-100LB/CYL (23.6 GAL)	1,330	\$1.7000	Griffith
79	LPG-34LB/CYL (7.9 GAL)	200	\$1.7000	Energy
80	LPG-BULK (GALLONS)	14,600	\$1.0035	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Oswego</u></b>				
81	LPG-BULK (GALLONS)	73,250	\$0.9677	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				

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<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Otsego</u></b>				
82	LPG-100LB/CYL (23.6 GAL)	1,100	\$0.9708	Mirabito
83	LPG-BULK (GALLONS)	20,700	\$0.9708	Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Putnam</u></b>				
84	LPG-100LB/CYL (23.6 GAL)	6,900	\$1.0640	Paraco
85	LPG-BULK (GALLONS)	44,100	\$1.0640	Gas Corp
Guaranteed Delivery A/R/O: 24 – 48 hours				
<b><u>Rensselaer</u></b>				
86	LPG-BULK (GALLONS)	3,500	\$1.0775	Main Care Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Rockland</u></b>				
87	LPG-100LB/CYL (23.6 GAL)	3,450	\$1.0829	Porco
88	LPG-34LB/CYL (7.9 GAL)	2,710	\$1.0829	Energy
89	LPG-20LB/CYL (4.7 GAL)	10	\$1.0829	
90	LPG-BULK (GALLONS)	85,600	\$1.0829	
Guaranteed Delivery A/R/O: 24 hours				
<b><u>St. Lawrence</u></b>				
91	LPG-100LB/CYL (23.6 GAL)	3,850	\$1.7000	Griffith
92	LPG-34LB/CYL (7.9 GAL)	120	\$1.7000	Energy
93	LPG-BULK (GALLONS)	25,100	\$1.0535	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Saratoga</u></b>				
94	LPG-100LB/CYL (23.6 GAL)	2,400	\$0.9315	GA Bove
95	LPG-34LB/CYL (7.9 GAL)	300	\$0.9315	& Sons
96	LPG-BULK (GALLONS)	43,250	\$0.9315	
Guaranteed Delivery A/R/O: 24 hours				

(continued)

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Schenectady</u></b>				
97	LPG-100LB/CYL (23.6 GAL)	3,000	\$1.1571	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Schoharie</u></b>				
98	LPG-BULK (GALLONS)	41,600	\$0.9878	Mirabito Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Schuyler</u></b>				
99	LPG-100LB/CYL (23.6 GAL)	750	\$1.7000	Griffith
100	LPG-BULK (GALLONS)	17,710	\$1.0335	Energy
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Seneca</u></b>				
101	LPG-100LB/CYL (23.6 GAL)	500	\$1.7000	Griffith
102	LPG-BULK (GALLONS)	31,050	\$1.0335	Energy
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Steuben</u></b>				
103	LPG-BULK (GALLONS)	75,100	\$0.9985	Griffith Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Suffolk</u></b>				
104	LPG-100LB/CYL (23.6 GAL)	22,350	\$1.5100	Island
105	LPG-34LB/CYL (7.9 GAL)	450	\$1.5100	Propane
106	LPG-20LB/CYL (4.7 GAL)	305	\$1.5100	Corp.
107	LPG-BULK (GALLONS)	112,470	\$1.5100	
Guaranteed Delivery A/R/O: 48 hours				

(continued)

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Sullivan</u></b>				
108	LPG-100LB/CYL (23.6 GAL)	4,500	\$1.0019	Porco
109	LPG-BULK (GALLONS)	18,000	\$1.0019	Energy
Guaranteed Delivery A/R/O: 24 Hours				
<b><u>Tioga</u></b>				
110	LPG-34LB/CYL (7.9 GAL)	126	\$1.6435	Ferrellgas
111	LPG-BULK (GALLONS)	9,099	\$1.3635	LP
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Tompkins</u></b>				
112	LPG-100LB/CYL (23.6 GAL)	40	\$0.9889	Mirabito
113	LPG-BULK (GALLONS)	12,570	\$0.9700	Energy
Guaranteed Delivery A/R/O: 48 Hours				
<b><u>Ulster</u></b>				
114	LPG-100LB/CYL (23.6 GAL)	3,000	\$1.0019	Porco
115	LPG-BULK (GALLONS)	29,330	\$1.0019	Energy
Guaranteed Delivery A/R/O: 24 Hours				
<b><u>Warren</u></b>				
116	LPG-100LB/CYL (23.6 GAL)	1,200	\$0.9315	G.A. Bove
117	LPG-34LB/CYL (7.9 GAL)	600	\$0.9315	&
118	LPG-20LB/CYL (4.7 GAL)	150	\$0.9315	Sons
119	LPG-BULK (GALLONS)	208,100	\$0.9315	
Guaranteed Delivery A/R/O: 24 hours				
<b><u>Washington</u></b>				
120	LPG-100LB/CYL (23.6 GAL)	60	\$0.9815	G.A. Bove
121	LPG-20LB/CYL (4.7 GAL)	6	\$0.9815	&
122	LPG-BULK (GALLONS)	52,500	\$0.9815	Sons
Guaranteed Delivery A/R/O: 24 hours				

(continued)

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Wayne</u></b>				
123	LPG-100LB/CYL (23.6 GAL)	50	\$1.7000	Griffith
124	LPG-34LB/CYL (7.9 GAL)	150	\$1.7000	Energy
125	LPG-20LB/CYL (4.7 GAL)	10	\$1.7000	
126	LPG-BULK (GALLONS)	17,150	\$1.0435	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Westchester</u></b>				
127	LPG-100LB/CYL (23.6 GAL)	20,550	\$1.1640	Paraco
128	LPG-34LB/CYL (7.9 GAL)	10	\$1.1640	Gas
129	LPG-20LB/CYL (4.7 GAL)	122	\$1.1640	Corp
130	LPG-BULK (GALLONS)	115,051	\$1.1640	
Guaranteed Delivery A/R/O: 24 – 48 hours				
<b><u>Wvoming</u></b>				
131	LPG-BULK (GALLONS)	90,200	\$0.9185	Griffith Energy
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Yates</u></b>				
132	LPG-BULK (GALLONS)	5,300	\$1.1075	Amerigas Propane
Guaranteed Delivery A/R/O: 48 hours				

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**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:**

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

**DEBRIEFING:**

OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the IFB, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested electronically to the Designated Contracts of this Award as denoted on the cover page within 30 days of posting of the Contract award on the OGS website

**PREVAILING WAGE RATES – PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:**

Work being bid 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, OGS General Specifications and see "WAGE AND HOUR PROVISIONS" in Appendix A paragraph 6. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. 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 and rejection of bid.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2015900240**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

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.**

**PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:**

It is the policy of Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations, contract awards and contract administration. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation

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for Bids or through the OGS Web site (<http://ogs.ny.gov/BU/PC/BizInfo.asp>), (click on Dispute Resolution Procedures)

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in 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, §27 *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 <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 OGS Procurement Services's Customer Services at (518) 474-6717.

**EXTENSION OF USE:**

These contracts 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 these contracts 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.

**DELIVERY:**

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing.

**DELIVERY SCHEDULES**

The delivery schedules (based on Requirement submissions) are provided as a guide to indicate proposed delivery points and estimated annual requirements. This information is included to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user at the telephone number shown on the delivery schedule. Contractors shall be obligated to deliver under this contract to any State agency which places a purchase order 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 submitted a requirement with Procurement Services as of the date of the bid opening shall be eligible to be added to the Delivery Schedule and receive deliveries at the Contractor's option only, upon placement of a valid purchase order to the Contractor's address as indicated in the award. Upon addition to the Delivery Schedule, deliveries to the newly added facility shall be subject to the same terms and conditions as any delivery to a facility included on the original Delivery Schedule. Contractor should contact the OGS Contract Management Specialist assigned to the contract should they exercise

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their option to deliver to any Political Subdivision or other non-State entity which has not submitted a requirement with Procurement Services so they can be added to the Delivery Schedule.

Contractors will be advised in writing and provided corrected delivery schedules throughout the contract term in the rare instance where Political Subdivisions or other non-State entities have filed on a timely basis but do not appear on the delivery schedule or an error to the schedule is corrected

NOTE: Contractor agrees to complete all installations within twenty-one (21) days after receipt of a purchase order. Contractor must set up delivery schedules with particular agency.

**EMERGENCY DELIVERY:**

Should there be a State declared emergency, an afterhours 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.

**PRICE ADJUSTMENTS**

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

Separate revisions (Increases or Decreases) to the original contract price shall be based on prices in the *Oil Price Daily* (formally *The Journal of Commerce*) under the heading of Propane Pipeline Selkirk, NY.

Procurement Services will compute any price revisions by determining the difference between the Posted Price on May 11, 2015 (\$0.6935/gal.) and the Posted Price on the last day of every month for the duration of the contract, beginning with the *Oil Price Daily*, Propane Pipeline Selkirk, NY Posted Price on June 30, 2015. The differential between these two (2) prices will be added or subtracted to the base bid price yielding the new monthly price. Applicable price changes will be effective on the first day of each month.

The terms "Posting Day" or "Posted Price" as used throughout the award and specification, refer to the actual day the prices are posted.

Should the monthly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide liquefied petroleum (LP) gases – 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.

NOTE: In the event the monthly "Posting Day" falls as a Holiday, the State will utilize the previous day's posting for the monthly period. Should postings differ from current description and/or format, a posting determined by the Commissioner in his sole discretion, to be most reflective of market conditions will be used. Same applies if we are utilizing a seven (7) day pricing schedule.

The following clauses shall apply to all price adjustments under any contract awarded:

- 1) 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.
- 2) Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten (10) days written notice mailed to the contractor to terminate any contract award resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services.
- 3) Price adjustments will continue using the same method if contract is extended.

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4. To view contract pricing, visit our website at:

<http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>

**PRODUCT REQUIREMENTS:**

The bidder guarantees that the product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-13 and NFPA 58 2014 Standard for storage and handling, or latest revisions thereof.

**ESTIMATED QUANTITIES:**

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**CONTRACT TERM:**

This contract shall be in effect from the date that all necessary approvals have been received until June 30, 2017.

**CONTRACT EXTENSION:**

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional one (1) year periods.

In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one (1) month extension), pricing, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.

**RESERVATION:**

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$75,000.

**NOTE:** Contractors must maintain service facilities and have trained personnel qualified to service the product furnished at the using agency within 48 hours.

**VISIT TO THE SITE:**

Contractors may visit the site to familiarize itself with the facilities at the agency, and in particular with the area in which the equipment is installed. It shall be the contractor's responsibility to inform the agency of any changes required before delivery. Some facilities may require vehicle fueling capability.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

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**NEW YORK STATE PROCUREMENT CARD:**

See "Procurement Card" in Appendix B, OGS General Specifications.

**RECEIPTS AND INVOICING:**

**PROCUREMENT CARD RECEIPTS:**

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

**INVOICES:**

Contractor invoices must include detailed line item information to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order.

**REPORT OF CONTRACT PURCHASES**

Contractor shall furnish a report of all services provided under the Contract semi-annually (twice per year – due January 15<sup>th</sup> for sales July 1st through December 31st and due July 15<sup>th</sup> for sales January 1st through June 30<sup>th</sup>). Purchases by Non-State agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required.

**Note:** Contractors are advised that in an attempt to be consistent with other Procurement Services fuels contracts, the sales reporting period for this contract has been changed from previous contracts.

In addition to Contractor direct sales, Contractor shall submit sales information for all Authorized Resellers where such Contract sales are provided by other than the Contractor. Contractors shall specify if any Authorized Resellers are NYS Certified Minority and/or Women Owned Businesses Enterprises (MWBEs). Contractor shall verify such status through the Empire State Development directory of Minority and Women Owned Businesses at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, Procurement Services, to the attention of the individual listed on the front page of this Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The template for the report in Attachment 5 – *Report of Contract Purchases* is the **minimum** information required. OGS reserves the right to amend the report template. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with the POOR PERFORMANCE clause and may result in Contract cancellation and designation of Contractor as non-responsible.

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and

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any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services  
Procurement Services  
38th Floor Corning Tower  
Empire State Plaza  
Albany, NY 12242  
Customer Services E-mail: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)  
Telephone: (518) 474-6717 / Fax: (518) 474-2437

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**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 by FAX to 518/474-2437 or mail to:**

OGS Procurement Services  
Customer Services, 38th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
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