

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B7600045

**PRINT DATE:** 06/29/26

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> AMERIGAS PROPANE LP 20348 LEITERSBURG PIKE  HAGERSTOWN, MD 21742 (301 )733-0400	<b>REFER QUESTIONS TO:</b>  CINDY MCCAULEY (410 )767-4082 CINDY.MCCAULEY@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 07/31/27 <b>POST DATE:</b> 06/16/26	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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#### MODIFICATION TO TERMS

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TERM OF CONTRACT: THREE (3) YEARS W/TWO (2) ONE (1) YEAR RENEWALS

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BASE TERM: AUHUST 1, 2022 THROUGH JULY 31, 2025  
OPTION YEAR ONE: AUGUST 1, 2025 THROUGH JULY 31, 2026  
OPTION YEAR TWO: AUGUST 1, 2026 THROUGH JULY 31, 2027

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#### STATEWIDE CONTRACT FOR BULK PROPANE GAS FOR

REGION 2: CAROLINE, KENT, TALBOT, CECIL, AND QUEEN ANNE'S  
REGION 3: HARFORD, BALTIMORE CITY, BALTIMORE COUNTY AND ANNE ARUNDEL  
REGION 4: PRINCE GEORGES, CALVERT, CHARLES, AND ST. MARY'S  
REGION 6: GARRETT, ALLEGANY, AND WASHINGTON

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THIS IS A STATEWIDE CONTRACT FOR BULK PROPANE GAS FOR THE STATE OF MARYLAND FACILITIES.

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TERM OF CONTRACT: THREE (3) YEARS W/TWO (2) ONE (1) YEAR RENEWALS

.  
BASE TERM: AUGUST 1, 2022 THROUGH JULY 21, 2025

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### TERMS (cont'd):

OPTION YEAR ONE: AUGUST 1, 2025 THROUGH JULY 31, 2026  
OPTION YEAR TWO: AUGUST 1, 2026 THROUGH JULY 31, 2027

OPTION FINAL TERM: AUGUST 01, 2026 THROUGH JULY 31, 2027, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING OPTIONS LEFT UNDER THE ORIGINAL CONTRACT 001B3600015.

VENDOR: AMERIGAS PROPANE, LP  
VENDOR CONTACT: ANDREW FEDYNYSHYN  
VENDOR NUMBER: 610-768-7608  
VENDOREMAIL: ANDREW.FEDYNYSHYN@AMERIGAS.COM

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE STATEWIDE PROPANE A COLORLESS GAS (C3H8) NATURAL GAS AND PETROLEUM, FLAMMABLE USED AS A FUEL, CAN BE CONSUMED TO PRODUCE ENERGY. THIS CONTRACT IS FOR SERVICES FOR ONE OR MORE OF SIX (6) REGIONS TO INCLUDE ASSOCIATED AGENCIES AND POLITICAL SUBDIVISIONS LOCATED WITHIN OR COMPROMISING THESE REGIONS RESPECTIVELY.

SCOPE: THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, PERSONNEL AND EQUIPMENT FOR AUTOMATIC DELIVERY OF PROPANE GAS FOR A PERIOD OF THREE (3) YEARS BEGINNING ON THE DATE OF CONTRACT AWARD, TO THE COMPLETE SATISFACTION OF THIS SOLICITATION.

THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL TANKS NOT OWNED BY THE FACILITIES. THIS MAINTENANCE IS TO INCLUDE, BUT NOT LIMITED TO, LINES, TANKS, REGULATORS, VALVES, ETC. THE STATE RESERVES THE RIGHT TO ADD OR DELETE PROPANE AWARD, TO THE COMPLETE SATISFACTION OF THIS SOLICITATION.

THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL TANKS NOT OWNED BY THE FACILITIES. THIS MAINTENANCE IS TO INCLUDE, BUT NOT LIMITED TO, LINES, TANKS, REGULATORS, VALVES, ETC. THE STATE RESERVES THE RIGHT TO ADD OR DELETE PROPANE TANK LOCATIONS AND SERVICES AS NEEDED.

MAINTENANCE/REPAIRS: CONTRACTOR MUST BE ABLE

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### TERMS (cont'd):

TO ENSURE EMERGENCY RESPONSE TO THE STATE LOCATIONS AT ALL TIMES, INCLUDING AFTER HOURS AND WEEKENDS, BY QUALIFIED PERSONNEL WITHIN FOUR (4) HOURS FROM THE TIME THE REQUEST IS MADE BY THE STATE. ROUTINE REPAIRS WILL BE SCHEDULED DURING WORKING HOURS, (M-F 8 A.M. - 4 P.M.) WITH AT LEAST 24 HOURS' NOTICE IN ADVANCE. CONTRACTOR WILL BE REQUIRED TO GIVE THE STATE A NAME AND PHONE NUMBER OF A QUALIFIED PERSON WHO CAN BE REACHED AFTER HOURS AND ON WEEKENDS TO PROVIDE EMERGENCY REPAIRS OR DELIVERY OF PROPANE.

DELIVERY OF PROPANE: SINCE THE STATE IS REQUESTING AUTOMATIC DELIVERY THERE WILL BE NO SERVICE CHARGE TO THE STATE IF AN EMERGENCY DELIVERY OF PROPANE IS REQUIRED. HOWEVER, THE CONTRACTOR MUST BE ABLE TO INSURE THE EMERGENCY DELIVERY OF PROPANE WITHIN FOUR (4) HOURS FROM THE TIME THE REQUEST IS MADE. SHOULD AN AN AUTOMATIC DELIVERY NOT BE MADE AND THE STATE SHOULD RUN OUT OF PROPANE, THE STATE RESERVES THE RIGHT TO:

- 1.) REQUEST DELIVERY FROM ANOTHER FIRM IF THE CONTRACTOR IS UNABLE TO COMPLY WITH THE FOUR (4) HOUR EMERGENCY DELIVERY TIME.
- 2.) CHARGE THE CONTRACTOR THE ADDITIONAL COST (DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE CHARGED BY ANOTHER FIRM) FOR THE PROPANE IF IT MUST BE DELIVERED BY ANOTHER FIRM.

TANK REPLACEMENT: IN SOME CASES THE TANKS AT THE STATE LOCATIONS DO NOT BELONG TO STATE. THE CONTRACTOR IS RESPONSIBLE FOR THE RECOVERY AND TRANSFER OF PROPANE FROM EXISTING TANK TO THE NEW TANK IF THE TANK IS NOT OWNED BY THE FACILITY.

MARKET PRICE: THE SELLING PRICE FOR LIQUID PROPANE DELIVERED UNDER THE TERMS OF THE CONTRACT WILL BE DERIVED FROM THE BID PRICE BEING ADDED TO THE AVERAGE POSTED CLOSING PRICE OF PROPANE FOR THE MONT BELVIEU, TEXAS PIPELINE LISTED IN THE OPIS REPORT FOR THE WEEK THE DELIVERY IS MADE.

INVOICES: VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF

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### TERMS (cont'd):

PAYMENT. THIS PURCHASE IS FOR BULK PROPANE FOR STATEWIDE AGENCIES ACROSS THE STATE.

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### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

### ELECTRONIC TRANSACTION FEE:

SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT , FISCAL SERVICES DIVISION, , 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM027311/001IT821279 INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;

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**TERMS (cont'd):**

- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
  - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
  - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
  
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT
  - (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
  - (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND;
  
- (8) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	40503-507507	GL	.7300
PROPANE GAS BULK REGION 2: CAROLINE, KENT, TALBOT, CECIL, AND QUEEN ANNE'S			
0002	40503-507507	GL	.7100

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