

518-882-5445

**Propane4Less.com**  
Galway Co-op

## Invitation to Bid

To whom this may concern:

Galway Co-op/Propane4Less.com is a cooperative originally formed with 14 members in Galway, New York in May of 2006. Today we have over 1,900 members and cover 6 counties in the Capital Region of New York. We currently sign up between 6-18 members a day. We are seeking a propane and fuel oil partners to service future Co-op members in several counties west of Fulton and Montgomery Counties. As a propane or oil distributor you can expect fast growth that is unprecedented in the fuel supply industry.

Attached you will find a Bid Form. If you have any questions, feel free to call or email me directly.

Very truly yours,

Michael Casadei, Founder

PO Box 600  
Galway, New York 12074  
518 882-5445  
[www.Propane4Less.com](http://www.Propane4Less.com)

## Notice of Bid

### Galway Co-op/ Propane4Less.com Minimum Specifications for 2009-2014

#### PROPANE GAS

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GalwayCo-op.com/ Propane4Less.com (herein called the "Galway Co-op"), will receive bids for **PROPANE GAS** at PO Box 600 Galway New York until November 1, 2009 and then on December 12, 2009 at the steps of the County Office building, publicly opened and read aloud. Each bid must be submitted in a sealed envelope, addressed to Galway Co-op/ Propane4Lss.com PO Box 600 Galway, New York 12074. Each sealed envelope containing a bid must be plainly marked on the outside as **BID for PROPANE GAS**

All Bids must be made on the required Bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. All bids will have a signed Certificate of Non-Collusion form to be considered a formal bid. (Form attached) Galway Co-op/Propane4Less.com may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified for the opening of bids or authorized postponement thereof shall not be considered. Galway Co-op/ Propane4Less.com reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy them that the bidder is properly qualified to carry out the obligations of these specifications. Galway Co-op/ Propane4Less.com reserves the right to use other bidders if the low bidder does not or cannot provide the equipment contained in these specifications to the satisfaction of Galway Co-op/Propane4Less.com. Each bid must be submitted on the prescribed form. Proposals must be prepared in the following manner. **DO NOT REMOVE ANY PAGES** from the attached documents. These instructions refer to the Bid Proposal Division of these documents:

- A. Fill out completely each item of the Bid Proposal by inserting the prices both in figures and words; "no bid" may be used to complete an item.
- B. Compute and enter the Total Bid Price or Prices (if bids and alternative bids are requested) in figures.
- C. The Non-Collusive Bidding Certificate is included in the bid proposal. Sign the Certification, including address and placement of corporate seal, if a corporation.

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#### PROPANE GAS

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A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsible qualified bidder unless otherwise noted.

The contractor will indemnify, defend and hold harmless the Galway Co-op/Propane4Less.com, its agents and officers from and against any and all liabilities, claims, awards, damages, penalties, fines, expenditures, losses, costs, expenses or charges, including but not limited to, all

legal fees and expenses and all governmentally required or reasonable costs of investigation, monitoring, legal representation, remedial response, removal, restoration or permit acquisition, which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred by reason of the contractors breach of its agreements and covenants. The parties agree that in carrying out the terms of this Agreement that they shall not discriminate against any person due to such person's race, color, creed, physical disability, sex, marital status, sexual orientation or age and will abide by the applicable provisions of the Human Rights law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York or as subsequently amended. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to Galway Co-op/ Propane4Less.com PO Box 600 Galway, New York 12074 , and to be given consideration must be received at least five (5) working days prior to the date fixed for the bid opening. Any bidder taking exception to these specifications or requesting consideration of new or different products, materials, equipment or designs, must do so in writing, addressed to the same address, ten (10) working days prior to the scheduled bid opening. Failure of any bidder to receive any such addendum, interpretation or consideration shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. The bidder's attention is drawn to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction projects and/or the manufacture or fabrication of construction materials or equipment shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. All guarantees, warranties or service agreements by the manufacturer, fabricator, supplier or shipper shall be in writing and shall be provided with the bid.

#### **EXTENSION CLAUSE**

It is Galway Co-op/ Propane4Less.com's policy to bid all materials/services on a five year basis. Galway Co-op/ Propane4Less.com reserves the right to renew this agreement under the same terms and conditions as stated herein for a one (5) year period from the expiration date of the original bid, with a five (5) year maximum option to renew, and provided that such an extension is agreed to in writing by both parties 360 days before the end of the original contract.  
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#### **PROPANE GAS**

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By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting

**GALWAY CO-OP ADMINISTRATION FEE**

Supplier shall add to their commodity cost + delivered cost + margin determined by propane usage a ten cent (.10) Cooperative administration fee, separately set forth as an additional charge captioned Co-op Administration Fee. This fee will be remitted to Galway Co-op for each gallon delivered and paid in full by the member. Each month, by the 7<sup>th</sup> of the month in arrears, Supplier shall remit collected fee for the Galway Co-op, in a check made payable to Propane4Less.com., for gas that has been delivered and paid for in full. The Galway Co-op reserves the right to decrease, or increase the administration fee on any, or all members as described in this paragraph with 48 hour notice.

This proposal is signed by the bidder with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specification.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(print name)

(signature)

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_ Fed ID #: \_\_\_\_\_

Galway Co-op/ Propane4Less.com

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**PROPANE GAS**

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**Propane Gas shall have the following properties:**

Specific Gravity of Gas at 60° F 1.53

Specific Gravity of Liquid at 60° F 0.511

Boiling Point degrees F -44

BTU per Gallon- 91,500

BTU per Pound- 21,600

BTU per Cu. Ft. 2,530

Pounds per gallon 4.24

Cu. Ft. of Gas per gallon of liquid 36.2

Cu. Ft. of Gas per pound 8.5

Vapor Pressure, PSI at 70° F 122

Flammability Range in Air 2.4 to 9.5%

**Bid Price will include the following:**

1. Providing and delivering Propane Gas to the members of the Galway Co-op at their individual locations.
2. Providing, installing and maintaining proper storage tanks at the members locations of delivery.
3. Proper inspection of all piping, equipment, valves and connections owned by the bidder and Galway Co-op members which uses said propane and immediate notification of any condition

that is dangerous or hazardous. Supplier will immediately shut off the flow of gas to any defective part.

4. Supplier will be responsible for obtaining all permits required by law.

5. Supplier will be responsible for all rules, regulations and laws of the Federal Government and the State of New York regarding the storage, handling, shipping, transporting and installation of storage tanks.

6. Supplier will be completely responsible for maintaining their equipment, including but not limited to: piping, valves, connections, and fittings and will respond immediately to any notification of known or suspected leakage.

7. Supplier will furnish proof of insurance coverage on his equipment and materials as well as proof of Workers Compensation Insurance. Such certificates shall name the Galway Co-op as additional insured or certificate holder. Forms C-105.2, U-20.3, GSI-105.2 or SI-12 are the only forms that will be accepted as proof of Workers Compensation Insurance. In the event of alteration or cancellation, the bidder will notify the Galway Co-op in writing within five (5) days.

8. Supplier will offer to the following to Galway Co-op members at no additional charge:

- **Net 30** – If credit-approved, send Galway Co-op member a statement and they have 30 days from the date of delivery to send in payment.
- **Pre Buy** – Galway Co-op member determines the amount of propane needed (min. 400 gallons), and pays for it before it is delivered at a set price.
- **Credit Card Payment** – Suppliers Customer Service will take credit card information and set it up for recurring payment.
- **Automatic Bank Withdrawal** – Automatic payments through Galway Co-op members bank accounts.

**If approved for Net 30 Co-op members will be offered:**

- **Budget Billing** – Budget Billing by spreading out Galway Co-op members payments over 9 to 12 months.

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**PROPANE GAS**

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**BID SHEET**

**PROPANE GAS \$ per gallon effective on November 12, 2009**

Fluctuating bid price per gallon will be tied to average posting at Selkirk, NY from the weekly BPN Newsletter. Proof of change will be made available by supplier when change occurs or upon request from the Galway Co-op. Fluctuation price for the current bid will be based on the BPN Selkirk, NY average posting effective Monday of each week and remain in effect until the following Monday. Bid shall be based on the above posting on **Monday, December, 6, 2009** and will be received by the Galway Co-op no later than **10:00 am, Thursday, December 12, 2009**

**BID PRICES**

Bidders total delivery cost to the end user will be based on the average posting at Selkirk, NY plus: (Fill in blanks)

Each Members Yearly Usage in Gallons	Customer Owned Tank	Company Owned Tank
1 - 200 gal.	+\$ per gal.	+\$ per gal.
201 - 400 gal.	+\$ per gal.	+\$ per gal.
401 - 700 gal.	+\$ per gal.	+\$ per gal.
701 - 1500 gal.	+\$ per gal.	+\$ per gal.
1501 - 2999 gal.	+\$ per gal.	+\$ per gal.
3000 gal. +	+\$ per gal.	+\$ per gal.
10,000 gal +	+\$ per gal.	+\$ per gal.

Counties Supplier wishes to cover:

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Galway Co-op members estimated usage in year one is projected at 350,000 gallons  
 Galway Co-op members estimated usage in year two is projected at 1,500,000 gallons  
 Galway Co-op members estimated usage in year three is estimated at 1,500,000 gallons  
 Galway Co-op members estimated usage in year four is estimated at 2,000,000 gallons  
 Galway Co-op members estimated usage in year five is estimated at 2,500,000 gallons

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(print name)

(signature)

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_ Fed ID #: \_\_\_\_\_