



Contract Award Notification

Title	: Group 05500 – Fuel Oil, Heating (Grades #2, #6 Kerosene and Bioheating Fuel) (Statewide) Classification Code(s): 15
Award Number	: 23287 (Replaces Awards 23091 & 23274)
Contract Period	: December 1, 2023 – August 31, 2025
Bid Opening Date	: May 24, 2023
Date of Issue	: November 17, 2023 (Revised November 27, 2023)
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 E-mail : Bryant.kirk@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The purpose of this Award is to provide State and Non-state agencies with a means of acquiring various grades of Fuel Oil, e.g., Heating (Grades #2, Kerosene, and biodiesel) for use. The product shall be Contractor furnished, delivered, and unloaded as specified herein. The pricing included in this document is the pricing bid by the contractors.

This Award has 15% MBE, 15% WBE and 0% SDVOB goal requirements.

PR # 23287

(continued)

NOTE: See individual contract items to determine actual awardees.

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70300 <u>SB</u>	Buell Fuel, LLC 2676 State Route 12B Deansboro, NY 13328	Garth Curtis Bid and Supply Manager Phone: 315-841-3000 Email: garth@buellfuel.com Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-5:00pm): Customer Service Phone: 315-841-3000 Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: Garth Curtis Phone: 315-841-9008 Email: garth@buellfuel.com	760826999	100009690
PC70301	Global Montello Group Corp 800 South Street Waltham, MA 02454	Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com Customer Service Contact for NYS Contract Orders during Normal Business Hours: 24/7/365 Dispatch Department Dispatch Personnel Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com Contact for After Hours, Weekend/Holidays, or <u>NYS Declared Emergency</u> : Dispatch Department Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com	043443028	1100005467
PC70302	HOP Energy, LLC dba KoscoHeritage 625 Sawkill Rd Kingston, NY 12401	Anne Larkin-Ede Contract Specialist Phone: 845-336-2000 x1205 Email: Aede@Hopenergy.com Customer Services Contact for NYS Contract Orders (Mon-Fri 8:00am-4pm): Customer Services Phone: 845-336-2000 Email: Nysbidorders@hopenergy.com Contact or Escalating Contract Orders: Kathy Duncan Phone: 845-336-2000 x1214 Email: kduncan@Hopenergy.com Contact for After Hours, Weekend, or Holiday Emergency: KoscoHeritage Answering Service Phone: 845-336-2000 Contacts for NYS Declared Emergencies: Ron Mustello Phone: 845-656-9595 Email: Rmustello@Hopenergy.com	061434797	1100232871

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Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70303	<p>Mirabito Holdings Inc. d/b/a Mirabito Energy Products The Metrocenter – 49 Court St. PO Box 5306 Binghamton, NY 13902</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</p> <p>Contact or Escalating Contract Orders:</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:</p>	<p>Joe D’Esti Pricing and Supply Administrator Phone: 607-352-2958 Toll-Free Phone: 800-934-9480 Email: joe.desti@mirabito.com</p> <p>Customer Services Phone: 607-352-2800 Toll-Free Phone: 800-934-9480</p> <p>Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 1-800-934-9480 Email: jason.mirabito@mirabito.com</p> <p>George Mister Phone: 607-352-2811 Toll-Free Phone: 800-934-9480 Email: George.mister@mirabito.com</p> <p>Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 800-934-9480 Email: jason.mirabito@mirabito.com</p>	150552668	1000007358
PC70304 Disregarded Entity	<p>Sprague Operating Resources LLC* 185 International Dr. Portsmouth, NH 03801</p> <p>Customer Service Contact for NYS Contract Orders (24/7):</p> <p>Contacts for NYS Declared Emergencies:</p>	<p>Jeanette Finley Phone: 914-328-6730 Toll-Free Phone: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p>Customer Service Care Team Toll-Free Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p>Barry Panicola Phone: 516-622-7091 Email: contractmgmt@spragueenergy.com</p>	020415440	1000005203

* Sprague Operating Resources LLC is a disregarded entity of Parent/Owner, Hartree Partners LP. Hartree Partners LP’s Employer Identification Number is 133937429. The Parent/Owner’s Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sprague Operating Resources LLC is the entity who holds Contract PC70304 and is fully responsible for the performance of duties under Contract PC70304. As stated above, it is the Parent/Owner’s Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

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Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70305 <u>Disregarded Entity</u>	Sunoco, LLC* 3801 West Chester Pike Newtown Square, PA 19703	Government Contract Team Phone: 260-423-4477 Email: govorders@gladieuxenergy.com Mathew Scheiber Phone: 260-324-7925 Email: mathew.scheiber@sunoco.com Charles Hunt Phone: 260-324-7921 Email: charles.hunt@sunoco.com	464151222	1100195900
* Sunoco, LLC is a disregarded entity of Parent/Owner, Sunoco LP. Sunoco LP's Employer Identification Number is 300740483. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sunoco, LLC is the entity who holds Contract PC70305 and is fully responsible for the performance of duties under Contract PC70305. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.				
PC70306	United Metro Energy Corporation 500 Kingsland Ave. Brooklyn, NY 11222	Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com Customer Service Phone: 718-383-1400 Email: orders@umecny.com Escalating Contract Orders: Edward Abreu Phone: 718-383-1400 Email: edwardabreu@umecny.com Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com Joseph Colonel Phone: 914-575-1604 Email: josephcolonel@umecny.com	462112871	1100082712

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Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 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:

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 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).

Scope

The purpose of this Contract is to provide Authorized Users with a means of acquiring various grades of Fuel Oil, e.g., Heating (Grades #2, #6, Kerosene, and biodiesel) by bulk delivery to Authorized Users' storage facility for use by Authorized Users. The product shall be Contractor furnished, delivered and unloaded as specified herein.

This Contract is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for various types of Fuel Oil, e.g., Heating (Grades #2, #6, Kerosene, and biodiesel) as specified herein for all Authorized Users eligible to purchase through this Contract.

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The resulting Commodities contracts under this Award will be centralized contracts based on filed requirements. This is a statewide Contract. The State awarded contracts by item within a County on the basis of lowest price to responsive and responsible Bidders, who are able to meet the terms and conditions of this Contract. The Contractors are awarded contracts for approximately a two-year term, with renewal options, as further described herein. There are MWBE overall Goals of 30%, but there are no SDVOB goals.

There shall be no blending of other than pure distillates or unused residual fuel oils for product provided via this contract.

This Contract makes one (1) award each in the following fuel types for the following Counties:

Item Number	County	Fuel Type	Contractor
1	Albany	2-TW B5	Global Montello Group Corp
2	Albany	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
3	Albany	2-MT B5	Sunoco, LLC
4	Albany	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
5	Albany	6-MT (0.5%) B5	Sprague Operating Resources LLC
6	Albany	KERO (Heating)	Sunoco, LLC
7	Bronx	2-TW B5	Sprague Operating Resources LLC
8	Bronx	2-MT B5	United Metro Energy Corp
9	Broome	2-TW B5	Buell Fuel, LLC
10	Broome	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
11	Broome	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
12	Broome	KERO (Heating)	Sunoco, LLC
13	Cayuga	KERO (Heating)	Sunoco, LLC
14	Chemung	2-TW B5	Sunoco, LLC
15	Chemung	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
16	Chemung	KERO (Heating)	Sunoco, LLC
17	Chenango	2-TW B5	Buell Fuel, LLC
18	Clinton	2-TW B5	Sunoco, LLC
19	Clinton	2-TW B10	Sunoco, LLC
20	Clinton	2-TW B20	Sunoco, LLC

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21	Clinton	2-MT B5	Sunoco, LLC
22	Clinton	2-MT B10	Sunoco, LLC
23	Clinton	KERO (Heating)	Sunoco, LLC
24	Columbia	2-TW B5	Hop Energy LLC dba KoscoHeritage
25	Columbia	2-MT B5	Sunoco, LLC
26	Columbia	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
27	Columbia	KERO (Heating)	Sunoco, LLC
28	Cortland	2-TW B5	Buell Fuel, LLC
29	Delaware	2-TW B5	Buell Fuel, LLC
30	Delaware	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
31	Delaware	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
32	Delaware	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
33	Delaware	KERO (Heating)	Sunoco, LLC
34	Dutchess	2-TW B5	Hop Energy LLC dba KoscoHeritage
35	Dutchess	2-MT B5	Sprague Operating Resources LLC
36	Dutchess	KERO (Heating)	Sunoco, LLC
37	Erie	2-TW B5	Sunoco, LLC
38	Erie	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
39	Erie	KERO (Heating)	Sunoco, LLC
40	Essex	2-TW B5	Sunoco, LLC
41	Essex	2-TW B10	Sunoco, LLC
42	Essex	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
43	Essex	KERO (Heating)	Sunoco, LLC
44	Franklin	2-TW B5	Sunoco, LLC
45	Franklin	2-MT B5	Sunoco, LLC
46	Franklin	2-MT B10	Sunoco, LLC
47	Franklin	2-MT B20	Global Montello Group Corp
48	Franklin	KERO (Heating)	Sunoco, LLC
49	Greene	2-TW B5	Sunoco, LLC

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50	Greene	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
51	Hamilton	2-TW B5	Buell Fuel, LLC
52	Hamilton	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
53	Hamilton	KERO (Heating)	Sunoco, LLC
54	Herkimer	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
55	Jefferson	2-TW B5	Sunoco, LLC
56	Jefferson	2-TW B10	Sunoco, LLC
57	Jefferson	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
58	Jefferson	KERO (Heating)	Sunoco, LLC
59	Kings	2-TW B5	United Metro Energy Corp
60	Kings	2-TW B20	Sprague Operating Resources LLC
61	Kings	2-MT B5	United Metro Energy Corp
62	Lewis	2-TW B5	Buell Fuel, LLC
63	Livingston	2-TW B5	Sunoco, LLC
64	Madison	2-TW B5	Buell Fuel, LLC
65	Madison	KERO (Heating)	Buell Fuel, LLC
66	Monroe	2-TW B10	Sunoco, LLC
67	Monroe	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
68	Montgomery	2-TW B5	Buell Fuel, LLC
69	Nassau	2-TW B5	United Metro Energy Corp
70	Nassau	2-TW B10	Sunoco, LLC
71	Nassau	2-TW B20	Sunoco, LLC
72	Nassau	2-MT B5	United Metro Energy Corp
73	New York	2-TW B5	United Metro Energy Corp
74	New York	2-MT B5	United Metro Energy Corp
75	Oneida	2-TW B5	Buell Fuel, LLC
76	Oneida	2-TW B10	Buell Fuel, LLC
77	Oneida	2-TW B20	Buell Fuel, LLC
78	Oneida	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
79	Oneida	KERO (Heating)	Buell Fuel, LLC
80	Onondaga	2-TW B5	Buell Fuel, LLC
81	Onondaga	KERO (Heating)	Buell Fuel, LLC

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82	Orange	2-TW B5	Hop Energy LLC dba KoscoHeritage
83	Orange	2-TW B20	Sprague Operating Resources LLC
84	Orange	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
85	Orange	KERO (Heating)	Sunoco, LLC
86	Orleans	2-TW B5	Sunoco, LLC
87	Orleans	2-TW B10	Sunoco, LLC
88	Orleans	KERO (Heating)	Sunoco, LLC
89	Otsego	2-TW B5	Buell Fuel, LLC
90	Otsego	2-MT B5	Sunoco, LLC
91	Otsego	KERO (Heating)	Sunoco, LLC
92	Putnam	2-TW B5	Sprague Operating Resources LLC
93	Putnam	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
94	Queens	2-MT B5	United Metro Energy Corp
95	Rensselaer	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
96	Rensselaer	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
97	Rensselaer	KERO (Heating)	Sunoco, LLC
98	Richmond	2-TW B5	Sunoco, LLC
99	Richmond	2-MT B5	Sunoco, LLC
100	Rockland	2-TW B5	Sunoco, LLC
101	Rockland	2-TW B10	Sunoco, LLC
102	Rockland	2-MT B5	Global Montello Group Corp
103	Rockland	KERO (Heating)	Sunoco, LLC
104	Saratoga	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
105	Saratoga	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
106	Saratoga	KERO (Heating)	Sunoco, LLC
107	Schenectady	2-TW B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
108	Schenectady	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products

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109	Schoharie	2-TW B5	Sunoco, LLC
110	Schoharie	2-TW B10	Sunoco, LLC
111	Schoharie	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
112	Schoharie	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
113	Schoharie	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
114	Schoharie	KERO (Heating)	Sunoco, LLC
115	Seneca	2-TW B5	Buell Fuel, LLC
116	Seneca	KERO (Heating)	Buell Fuel, LLC
117	St Lawrence	2-TW B5	Sunoco, LLC
118	St Lawrence	2-TW B10	Sunoco, LLC
119	St Lawrence	2-MT B5	Sunoco, LLC
120	St Lawrence	2-MT B10	Sunoco, LLC
121	St Lawrence	KERO (Heating)	Sunoco, LLC
122	Suffolk	2-TW B5	United Metro Energy Corp
123	Suffolk	2-MT B5	Sunoco, LLC
124	Sullivan	2-TW B5	Hop Energy LLC dba KoscoHeritage
125	Sullivan	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
126	Sullivan	KERO (Heating)	Sunoco, LLC
127	Tioga	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
128	Tompkins	2-TW B5	Buell Fuel, LLC
129	Ulster	2-TW B5	Hop Energy LLC dba KoscoHeritage
130	Ulster	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
131	Ulster	KERO (Heating)	Sunoco, LLC
132	Warren	2-TW B5	Sunoco, LLC
133	Warren	2-TW B10	Sunoco, LLC
134	Warren	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
135	Warren	KERO (Heating)	Sunoco, LLC
136	Washington	2-TW B5	Sunoco, LLC

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137	Washington	2-MT B5	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
138	Washington	KERO (Heating)	Sunoco, LLC
139	Westchester	2-TW B5	Sunoco, LLC
140	Westchester	2-TW B20	Sunoco, LLC
141	Westchester	2-MT B5	Sunoco, LLC
142	Westchester	2-MT B20	Global Montello Group Corp

Estimated Quantities

This Contract shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from the resulting Contract. These Authorized Users have agreed not to enter into any other contracts for Fuel Oil (Heating) they filed for during the resulting contract period and will purchase all their Fuel Oil (Heating) requirement needs from awarded contracts. See Delivery Clauses, of this Contract. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated quantity of this Contract, based on filed requirements from Authorized Users, is approximately 29,029,414 gallons annually for all items combined. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered, see Delivery Clauses.

Numerous factors could cause the actual quantities of Products purchased under a Contract to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract prior to the end of the term pursuant to the terms and conditions of the Contract. Appendix B, Section 43 (Termination) subparagraph (b) (For Convenience) is hereby deleted for purposes of this Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- In accordance with the *Delivery Schedules* clause, the Contractor(s) shall accept orders from and deliver to any State Agency placing an order through this contract even if the State Agency does not appear on the Delivery Schedule at the time of the bid opening and may accept orders for any non-State Agency or Political Subdivision not appearing on the Delivery Schedule at the time of the bid opening.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in the Solicitation.

Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

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“ASTM” The acronym, “ASTM” shall be used as a designation for the American Society for Testing and Materials. All ASTM references in the specification are understood to refer to the most recent edition of that specification/standard.

“Bid Deviation” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

“Bioblend” is a mixture of biodiesel with either #2 fuel oil or #6 fuel oil.

“Biodiesel (B100)” a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100 or 100% biodiesel fuel, as defined in ASTM D6751 or latest revision thereof. ASTM D6751 covers low sulfur biodiesel (B100) for use as a blend component with diesel or other fuel oils.

“Business Day” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“Delivery” shall be the act of taking an ordered product to a person or place. Refer to *Product Delivery* clause in this Solicitation.

“Human Needs Customer” High priority customer such as residences hospitals and nursing homes for which failure to get heating oil could be life threatening.

“IP” shall be used as a designation for the Institute of Petroleum.

“Item” shall mean a specific fuel type (column C of Attachment 1) in a specific county (column B of Attachment 1) with its own unique number assigned to it as listed in column A of Attachment 1.

“Kerosene” a thin oil distilled from petroleum or shale oil, used as a fuel for heating and cooking.

“May” denotes the permissive in a Contract clause or specification. “May” does not mean “required.” See also “Shall” and “Must.”

“MT” shall refer to delivery by Motor Transport. Minimum delivery of 5,500 gallons at one time into one or more storage tanks at one location (one delivery ID from the Delivery Schedule),

“Must” denotes the imperative in a Contract clause or specification. “Must” is synonymous with “required.” See also “Shall” and “May.”

“MWBE” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“No. 2 (#2)” The symbol No. 2 and/or #2 shall be used as a grade designation for distillate fuel oil meeting the requirements of ASTM D396.

“No. 6 (#6)” The symbol No. 6 and/or #6 shall be used as a grade designation for heavy residual fuels meeting the requirements of ASTM D396 used in industrial burners equipped for this viscosity range. Preheating is usually required for handling and proper atomization of this product.

“No. 2B5 (#2 B5)” The symbol No. 2B5 or #2 B5 shall be used as a grade designation for distillate fuel oil that is a mix of 95% petroleum and 5% soy-based product meeting the requirements of ASTM D396 or latest revision thereof (Fuel Oil).

“No. 2B10 (#2 B10)” The symbol No. 2B10 or #2 B10 shall be used as a grade designation for distillate fuel oil that is a mix of 90% #2 fuel and 10% B100 with the blended product meeting the requirements of ASTM D7467.

“No. 2B20 (#2 B20)” The symbol No. 2B20 or #2 B20 shall be used as a grade designation for distillate fuel oil that is a mix of 80% #2 fuel and 20% B100 with the blended product meeting the requirements of ASTM D7467.

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“No. 6 B5 (#6 B5)” The symbol No. 6B5 or #6 B5 shall be used as a grade designation for heavy residual fuels that is a mix of 95% #6 fuel and 5% B100 meeting ASTM D396.

“NYS Holidays” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

“NYS Vendor ID” is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“Posting Day” and “Posted Price” shall refer to the actual OPIS day the prices are posted.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPPro”) and Procurement Services Group (“PSG”).

“Prompt Delivery” shall refer to any delivery that is completed within the Contractor’s specified guaranteed delivery time.

“Prompt Will-call” shall refer to the time an Authorized User places an order.

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

“Shall” denotes the imperative in a Contract clause or specification. “Shall” is synonymous with “required”. See also “Must” and “May”.

“TW” shall refer to delivery by Tank Wagon of less than 5,500 gallons.

Appendices and Attachments

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (October 2019)

Appendix B – *General Specifications* (April 2016)

Appendix C – *Federal Funding Agency Mandatory Terms and Conditions*

ATTACHMENTS

Attachment 1 – Pricing

Attachment 2 – NYS Required Certifications

Attachment 3 – Encouraging Use of NYS Businesses

Attachment 4 – Insurance Requirements

Attachment 5 – Bidder Information Questionnaire

Attachment 6 – Bidder Submission Checklist

Attachment 7 – Bidder Questions Form

(continued)

Attachment 8 – Report of Contract Usage
Attachment 9 – Certification Under Executive Order No. 16
Attachment 10 – Delivery Schedule – State Agencies
Attachment 11 – Delivery Schedule – Non-State Agencies
Attachment 12 – Intent to Bid
Attachment 13 – Fuel Supplier Certificate

Conflict of Terms

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix C, Federal Emergency Management Agency Term and Conditions
4. Appendix B, General Specifications
5. Attachment 1 – Pricing;
6. Attachment 2 – NYS Required Certifications;
7. Attachment 3 – Encouraging Use of NYS Business;
8. Attachment 4 – Insurance Requirements;
9. Attachment 5 – Bidder Information Questionnaire;
10. Attachment 6 – Bidder Submission Checklist;
11. Attachment 7 – Bidder Questions Form;
12. Attachment 8 – Report of Contract Usage
13. Attachment 9 – Certification Under Executive Order No. 16;
14. Attachment 10 – Delivery Schedule – State Agencies;
15. Attachment 11 – Delivery Schedule – Political Subdivisions, Local Governments & Other Eligible Non-State Agencies;
16. Attachment 12 – Intent to Bid;
17. Attachment 13 – Fuel Supplier Certificate

Local Laws and/or Mandates

During the term of any contract resulting from this Solicitation, Authorized Users and Contractors will share responsibility for ensuring and maintaining compliance with any applicable local laws or mandates regarding fuel types.

Fill and Vent Requirements

Agencies must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

NOTE: Contractor's delivery trucks WILL BE EQUIPPED WITH METERS, with the exception of motor transports, to accurately measure quantities delivered. Metered deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered.

Supplementing Clauses 31 and 32 of Appendix B, General Specifications for Procurement Contracts, orders will call for delivery within a specified number of hours after date of order. As much time as possible will be allowed the Contractor for making deliveries; however, the Contractor shall be in a position to make bulk deliveries within forty-eight (48) hours after receipt of order.

Contractor must be prepared, at all times, to make prompt delivery as ordered. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Contractors must be prepared to deliver in a timely manner, on a one-time basis per Agency tank, that amount of fuel oil necessary to fill subject tanks for the purpose of tank testing conducted by OGS at various locations providing minimum order requirements are met. (See "MINIMUM ORDER SIZE" clause).

(continued)

Normal deliveries are considered to be Monday thru Friday. Saturday/Sunday deliveries are to be made on an emergency basis (and not a regular basis) ONLY, unless agreed upon by both Authorized User and Contractor.

Agencies are responsible for making certain that the delivery site is made ready for proper delivery by the Contractor. Failure of the agency to make appropriate arrangements preventing delivery of product upon Contractor's arrival at delivery site may result in a charge to the agency for the Contractor's transportation costs for that particular trip. Agencies should also make certain that receiving personnel are available at time of delivery.

Agencies should also refer to CL-804 dated July 7, 2014 as they are responsible for the implementation of monitoring programs to ensure compliance by supplier with these specification requirements. Circular Letters (CL) are found on the OGS website under Announcements.

Topping Off Tanks

Agency requests to top-off tanks for testing purposes must be honored as described elsewhere herein. The requesting agency may be required to sign a waiver of liability and responsibility on behalf of the Contractor.

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

Winter Blend Requirements

Contractors of bioblends, at their option, may provide a winter blend upon agency request. Invoice for winter blend will show separate pricing for bio-blends and kerosene as necessary. The price for bioblends, shall be the contract price and the price for kerosene but the kerosene shall be no greater than the contractor's prevailing price for kerosene (or, if applicable, contractor's awarded price for kerosene). Agencies shall obtain price quote for kerosene prior to ordering and the State reserves the right to determine if price is reasonable. If agreement on price cannot be obtained, agencies shall follow purchasing guidelines to purchase winter blend in the open market. If additives rather than kerosene are used to provide winter protection, the contractor is allowed to charge market price for additives, and as with kerosene, list price as a separate line item on invoice.

Environment Reporting Requirements

Certain customers using the State fuel oil contract must provide reports regarding the emissions from their fuel oil heating plants. At the customers' request, the contractor will be required to provide written documentation for each delivery to prove that the fuel delivered is in compliance with EPA standards in effect for the type of fuel delivered to the customer under the State fuel oil contract. OGS Procurement Services has provided a fuel supplier certificate (see Attachment 13), which can be used for this purpose. Contractors can use another form of reporting (such as Bill of Lading/Delivery Ticket) providing the following information is included:

FOR DISTILLATE OIL:

- 1) Supplier's name and address
- 2) The date/deliveries covered by the certificate
- 3) The type of fuel delivered
- 4) Sulfur content of the fuel
- 5) Heating value (BTU)
- 6) A signed statement that the fuel complies with ASTM D396-Standard Specifications for fuel oil or latest revision thereof
- 7) Location of the oil when tested
- 8) Test method used to determine the sulfur content of the oil

(continued)

Biodiesel Usage Considerations

There are many positive benefits attributed to the use of biodiesel as compared to normal solely petroleum-based fuel. The most mentioned are decreased emissions of various pollutants, reduced reliance on uncertain petro fuel sources, renewable fuel source and safety in handling. However, there are also a number of properties of biodiesel that potentially impact equipment, storage and OEM warranty coverage. These considerations are detailed below.

Fuel Filters: Fuel filters on the system should be checked frequently upon initial biodiesel blend use and changed as necessary. Biodiesel blends have excellent solvent properties and may affect cellulosic filters due to solubility of resin and binders used in those filters. Glass fiber-based filters manufactured without the use of binders are probably not affected.

Sediment: Use of No. 2 fuel can leave a deposit in the bottom of fueling lines, tanks, and delivery systems over time. The use of biodiesel blends can dissolve this sediment and result in the need to change filters more frequently when first using biodiesel blends until the whole system has been cleaned of the deposits left by the petroleum-based No. 2 fuel.

Solvent Properties: Biodiesel blends are an excellent solvent. They can, if left on a painted surface long enough, dissolve certain types of paints. Therefore, it is recommended to wipe any biodiesel blend spills from painted surfaces immediately. In addition, biodiesel blends can soften and degrade certain types of elastomers and natural rubbers over time. These materials may be used in fuel systems. OEM's of systems should be contacted for specific information and concerns in this area.

Spontaneous Combustion: Biodiesel is made from vegetable oils and/or animal fats which can oxidize and degrade over time. The oxidizing process can produce heat. In certain environments a pile of oil-soaked rags can become hot enough to result in a spontaneous fire. Biodiesel soaked rags should be stored in a safety can or dried individually to avoid the potential for spontaneous combustion.

Storage: All fuels have a shelf life. This is also true with biodiesel and biodiesel blends. Available data indicate that biodiesel blends should be used within six months of manufacture. Fuels determined to have a Total Acid Number (by ASTM D664 or latest revision thereof) of greater than 0.80 KOH/g are not recommended for use.

OEM Considerations: BEFORE deciding to use biodiesel, prospective users should make sure they have checked with the manufacturers of their equipment for considerations and concerns related to that usage.

FURTHER INFORMATION: Additional information regarding biodiesel can also be obtained from National Biodiesel Board at (800) 841-5849 or at their website at: <http://www.biodiesel.org/what-is-biodiesel/biodiesel-faq's>

Contract Term and Extensions

The Contract will be in effect for a term of up to two years. The Contract term shall commence after all necessary approvals or September 2, 2023 (the later of the two) and shall become effective upon the date of OSC approval of the final executed documents.

The awarded OGS Centralized Contracts shall have a co-terminus end date, notwithstanding non-renewals or contract cancellation. At the State's option, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

Short term Extension

(continued)

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 3 calendar months upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 6 calendar months in lieu of 3 calendar months. However, this extension automatically terminates should a replacement Contract be issued in the interim.

Price

Prices quoted shall be billed gross gallons, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes (e.g., Superfund), license and research fees (e.g., NORA), and surcharges. Bid prices must be expressed in U.S. currency and shall be submitted to four (4) decimal places (priced in dollars per gallon).

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 48 (forty-eight) hours. For example, the Authorized User orders 500 gallons of fuel oil on Wednesday, and requests that the delivery be made on the following Tuesday.

For situations where an Authorized User wants to place an order for an unusually large volume of fuel (e.g., 40,000 gallons or more than a truck load, or delivering over a period of time), the Contractor and Authorized User should contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price.

Truck delivery ticket volumes and Authorized User's gauged volumes must agree within a tolerance of 0.5% of the total delivered volume for delivery volumes greater than 500 gallons and up to 1% for delivery volumes less than or equal to 500 gallons. If the volume difference exceeds the tolerance level, the Authorized User's measured volume, if available, will be used for invoice payment. Authorized Users reserve the right to reject "rogue" trucks which have been identified as having repeated meter inaccuracies. Trucks without sealed and calibrated meters will not be permissible for deliveries.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in the Solicitation.

Prices shall be firm except that price revisions will be permitted in accordance with the PRICE REVISION CLAUSE set forth in this Contract and with respect to certain taxes and duties as follows:

"After-imposed tax" means any new or increased Federal, State and local excise tax or duty, except social security or other employment taxes, on fuel oil purchased under any contract to be awarded hereunder which the contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.

"After-relieved tax" means any amount of Federal, State and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract to be awarded hereunder which the contractor is not required to pay or bear the burden of, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.

Prices shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B Section 8 "Taxes" included with this Contract.

NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

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The price for fuel oil under any contract to be awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next schedule price revision.

The price for fuel oil under any contract to be awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized or by no later than the next scheduled price revision.

The contractor shall promptly notify the Procurement Services Contract Management Specialist of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price for fuel thirty days (30) prior to adding to invoices.

OPIS Posting Locations

The following OPIS Posting Locations have been established for purposes of this solicitation. Contractor’s pricing will be based on the established OPIS Posting Locations identified below.

For biodiesel and Kerosene, a fixed OPIS Posting Location has been established for each county. The fixed OPIS Posting Locations are set forth in the table below and in Attachment 1 – Pricing. Prices posted are Rack prices.

Albany	Buffalo	Long Island*	Newburgh	Syracuse	Utica
Albany**	Allegheny	Bronx	Columbia	Broome	Chenango
Clinton	Cattaraugus	Kings	Dutchess	Cayuga	Fulton
Delaware	Chautauqua	Nassau	Greene	Chemung	Hamilton
Essex	Erie	New York	Orange	Cortland	Herkimer
Franklin	Genesee	Queens	Putnam	Schuyler	Jefferson
Otsego	Livingston	Richmond	Rockland	Seneca	Lewis
Rensselaer	Monroe	Suffolk	Sullivan	Steuben	Madison
Saratoga	Niagara	Westchester	Ulster	Tioga	Montgomery
Schenectady	Ontario			Tompkins	Oneida
Schoharie	Orleans			Yates	Onondaga
St Lawrence	Wayne				Oswego
Warren	Wyoming				
Washington					

**For Kerosene the Posting Location will be Newark.*

***For #6 the Posting Location will be Boston 0.5%.*

Contractor’s pricing will be based on the established OPIS Posting Location designated in Attachment 1 – Pricing.

Price Adjustments/Revisions

Contract prices for fuel grades shall be firm except that price revisions will be permitted in accordance with the following procedures:

Price revisions (increases or decreases) to the original contract price shall be based on prices posted in the OPIS Oil Price Daily every Thursday.

The low price shown in the OPIS Oil Price Daily postings will be used to compute price revisions during the Contract period. Procurement Services will compute any price revisions by determining the difference between the Posted Price on February 23, 2023 and the Posted Price on every Thursday during the contract period beginning with the OPIS Oil Price Daily the Thursday immediately preceding

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the contract start date. If the OPIS Oil Price Daily is not posted on Thursday, the previous business day's posting in which the specified prices are available will be utilized. Base prices are listed in this Solicitation, for each reference. The term "Posting Day" or "Posted Price" as used throughout the Solicitation and any resulting Contract refers to the actual day the prices are posted.

Should postings become unavailable or differ from current descriptions and/or format, a posting determined, by the Commissioner, in his or her sole discretions, to be most reflective of market conditions will be used. Corrections to prices in the OPIS Oil Price Daily will be considered only when caused by a typographical or clerical error on the part of said service provider.

Should the weekly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide petroleum prices, the State reserves the right to increase the frequency of the price revisions to a basis that best reflects market conditions. For example, a possible basis could utilize Monday's Daily OPIS publication for Tuesday through Thursday prices and weekend prices would continue with Thursday's OPIS Daily publication for Friday through Monday.

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

- (1) Price increases are limited to changes in the OPIS Posting Location as listed in Section OPIS Posting Locations. 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) Price adjustments will continue using the same method if the contract is extended or renewed.
- (3) The contract price and any adjustments will only be carried out to four (4) decimal places (priced in dollars per gallon).

ALL FIGURES ARE TRUNACTED TO FOUR DECIMAL PLACES IN DOLLARS PER GALLON

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, General Specifications and see "WAGE AND HOUR PROVISIONS" in Appendix A clause 6. 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 # 2023900194**

For access to the Department of Labor (DOL) Public Works information including Prevailing Wage Schedule and updates, use the following link:

<https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtml>

Important Note: The above PRC number MUST be noted on all purchase orders issued for purchase from this contract.

Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

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All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

Purchasing Card Orders

If the Contractor accepts orders using the State’s Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

Minimum Order

Minimum delivery shall be 150 gallons to each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 150 gallons are at the Contractor’s option, except for tank top-offs for testing.

All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. The following tiered schedule may be utilized by the Contractor:

Determination for total gross tank capacity shall include all manifolded tanks. All locations granted a request from the Contractor for “automatic replenishment”, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on “automatic replenishment.”

Tank Capacity (in gallons)	Amount Delivered	Optional Surcharge
275 or more	Under 150 to 75	\$50.00
	Under 75	\$75.00
Tank Capacity (in gallons)	Amount Delivered	Optional Surcharge
Less than 275	Under 150 to 75	\$25.00
	Under 75	\$50.00

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

If delivering to same property, but to separate tanks, minimum delivery charge will only be applicable if total delivery to property is less than minimum order size.

Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number

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- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

Contractors and Authorized Users are expected to proactively work together to resolve invoicing issues in order to avoid delays in payment with the expectation that payment would be made in 45 days or less.

Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*.

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed forty-eight (48) hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be an after-hours or weekend emergency, or should agency run out of fuel oil 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.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to be Monday thru Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, unless mutually agreed between the Contractor and Authorized User, or if a run out is imminent before the next normal delivery day. Delivery of heating oil should give first priority to "human needs customers".

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. Per Appendix B, Section 48(a), (d) and (e), the Authorized User shall have the right to purchase sufficient heating fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for ensuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt and

(continued)

provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

Method of Delivery

TW: Delivery by tank wagon into storage tanks of less than 5,500 gallons at one time into one tank.

MT: Minimum delivery of 5,500 gallons to one or more tanks from one fixed location of the delivery vehicle.

All such deliveries shall first be recorded directly into the transporting vehicle.

Fuel oil tank wagon deliveries shall be delivered by tank wagons used exclusively for transporting No. 2 biofuels.

Automatic Replenishment

Requests for automatic replenishment are preferred in WRITING from an Authorized User but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 375 gallons. Automatic replenishment for tank capacities less than 375 gallons will be at the Contractor's option and may be subject to a minimum order charge. Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of biodiesel and kerosene, as the case may be using the "degree day" or equivalent method and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to ensure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, the Authorized User shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor. The Contractor shall permit another vendor to supply fuel oil into any Contractor-owned tank(s) if applicable and shall not hold the Authorized User or the other supplying source liable in any way for said delivery.

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5,500
15%	5,500 and over

Delivery Schedules

Contractors shall be obligated to deliver under the resulting 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 filed a requirement with OGS as of the date of the Bid, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at a Contractor's option. This being done upon placement of a valid purchase order (or other ordering mechanism between the contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' request for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Authorized User and OGS of any locations not identified on the Delivery Schedules within 30 days after the first delivery. See the "New Accounts" clause of this solicitation.

At any time during the contract, Contractors may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the delivery schedules.

(continued)

Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract 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.

New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Authorized User and OGS Procurement Services of any locations not originally on the Delivery Schedules, within thirty (30) days after the first delivery is made.

Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

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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 return via e-mail to OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Attn: Fuels Team
38th FL, Corning Tower, ESP
Albany, New York 12242