



**Office of General Services  
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contract Award Notification

<b>Title:</b>	<b>Group 05500 – Fuel Oil, Heating (Grades #2, #4, #6 Kerosene and Bioheating Fuel) (Statewide)</b> Classification Code(s): 15 Fuels & Lubricants
<b>Award Number:</b>	<b><u>23091</u></b> (Replaces Awards 22779 & 23007)
<b>Contract Period:</b>	<b>August 31, 2018 – September 1, 2022</b>
<b>Bid Opening Date:</b>	<b>February 14, 2018</b>
<b>Date of Issue:</b>	<b>July 6, 2018 (Revised September 27, 2021)</b>
<b>Specification Reference:</b>	<b>As Incorporated Herein</b>
<b>Contractor Information:</b>	<b>Appears on Page 2 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Christopher Martinez Title : Contract Management Specialist Phone : 518-473-7790 E-mail : Christopher.Martinez@ogs.ny.gov	<b>Procurement Services Customer Services</b>  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 Authorized Users with a means of acquiring various grades of Fuel Oil, Heating (Grade #2, #4, #6, Kerosene, and Biodiesel) for use at State and Non-State Agencies throughout New York State. 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. For current pricing please go to the Pricing Information link on the Award page. For links to the current Prices, Contractor Contact Information and Contract Terms, please see the Awards page located at: [https://www.ogs.ny.gov/purchase/spg/lists/gp\\_055.asp](https://www.ogs.ny.gov/purchase/spg/lists/gp_055.asp)

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters **SB** listed under the Contract Number indicate the contractor is a NYS small business.  
 The letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**PCARD** indicates if the Contractor accepts the New York State Procurement Card (NYS PCARD) for orders. If not indicated, then the Contractor **does not** accept the NYS PCARD for Fuel Oil purchases.

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<b>PC68096</b> <b><u>SB</u></b>	Adirondack Energy Products, Inc. 17 Junction Rd. Malone, NY 12953  Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):  Contact for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Ed Lockwood Director of Operations Phone: 518-483-3835 Toll-Free Phone: 1-800-211-0779 Email: ed@adirondackenergy.com  Nathan Monette Phone: 518-483-3835 Toll-Free Phone: 1-800-211-0779 Email: nate@adirondackenergy.com  Phone: 518-404-0682 Email: sean@adirondackenergy.com	<b>141719550</b>	<b>1000007084</b>
<b>PC68097</b> <b><u>SB</u></b> <b><u>PCARD*</u></b>  <b><u>*P Card purchases are limited to no larger than \$4,000</u></b>	Buell Fuel, LLC 2676 State Route 12B Deansboro, NY 13328  Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-4:30pm):  Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Garth Curtis Bid and Supply Manager Phone: 315-841-9008 Email: garth@buellfuel.com  Faith Gaudin Phone: 315-841-3000 Email: faith@buellfuel.com  Garth Curtis Phone: 315-841-9008 Email: garth@buellfuel.com  Michael Buell Phone: 315-841-3000 Email: mb@buellfuel.com	<b>760826999</b>	<b>1000009690</b>

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<b>PC68743</b>	<p>HOP Energy, LLC 4 West Red Oak Lane White Plains, NY 10604</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-4pm):</p> <p>Contact or Escalating Contract Orders:</p> <p>Contact for After Hours, Weekend, or Holiday Emergency:</p> <p>Contacts for NYS Declared Emergencies:</p>	<p>Anne Larkin-Ede Contract Specialist Phone: 845-336-2000 x1205 Email: Aede@Hopenergy.com</p> <p>Larry Bigelow Phone: 845-336-2000 x 1209 Email: Lbigelow@Hopenergy.com</p> <p>John Ringel Phone: 845-336-2000 x1202 Email: Jringel@Hopenergy.com</p> <p>KoscoHeritage Answering Service Phone: 845-336-2000</p> <p>John Ringel Phone: 845-336-2000 x1202 Email: Jringel@Hopenergy.com</p> <p>Pat Garraghan Phone: 914-466-8119 Toll-Free Phone: 1-800-451-3835 Email: Pgarraghan@Hopeneergy.com</p>	<b>061434797</b>	<b>1100232871</b>
<b>PC68099 PCARD</b>	<p>Main Brothers Oil Co. d/b/a Main Care Energy 1 Booth Ln. Albany, NY 12205</p> <p>Customer Service Contact for NYS Contract Orders (24/7):</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:</p>	<p>Marcia Booth Vice President Phone: 518-438-7856 Toll-Free Phone: 1-800-542-5552 Email: mbooth@maincareenergy.com</p> <p>Customer Service Phone: 518-438-7856 Toll-Free Phone: 1-800-542-5552 Email: customercare@maincareenergy.com</p> <p>David Borger Email: dborger@maincareenergy.com</p> <p>Marcia Booth Phone: 518-438-7856 Toll-Free Phone: 1-800-542-5552 Email: mbooth@maincareenergy.com</p>	<b>146024844</b>	<b>1000007301</b>

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<b>PC68100</b>	<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: 1-800-934-9480 Email: joe.desti@mirabito.com</p> <p>Customer Services Phone: 607-352-2800 Toll-Free Phone: 1-800-934-9480</p> <p>Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 1-800-934-9480 Email: jason.mirabito@mirabito.com</p> <p>Gene Fuller Phone: 607-561-2735 Toll-Free Phone: 1-800-934-9480 Email: gene.fuller@mirabito.com</p> <p>Jason Mirabito Phone: 607-352-2930 Toll-Free Phone: 1-800-934-9480 Email: jason.mirabito@mirabito.com</p>	<b>150552668</b>	<b>1000007358</b>
<b>PC68101</b>	<p>Morgan Fuel and Heating Co. Inc. d/b/a Bottini Fuel 2785 West Main St. Wappingers Falls, NY 12590</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-5pm):</p> <p>Contact for After Hours, Weekend, or Holiday Emergency:</p> <p>Contacts for NYS Declared Emergencies:</p>	<p>Dana L. Capuano Sales Executive Phone: 845-297-5580 x1308 Email: capuanod@bottinifuel.com</p> <p>Dan Brosnan Phone: 845-297-5580 x1301 Email: brosnand@bottinifuel.com</p> <p>Dave Wood Phone: 914-474-1466 Email: woodd@bottinifuel.com</p> <p>Dan Brosnan Phone: 845-297-5580 x1301 Email: brosnand@bottinifuel.com</p> <p>Dana L. Capuano Phone: 845-297-5580 x1308 Email: capuanod@bottinifuel.com</p>	<b>141420673</b>	<b>1000006688</b>

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<b>PC68102</b> <b><u>SB</u></b>	MX Petroleum Corp. 22 Center St. Massena, NY 13662  Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):  Contact or Escalating Contract Orders:  Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Jeanine Caron Controller Phone: 315-769-9500 Toll-Free Phone: 1-800-840-0645 Email: j.caron@mxfuels.com  Jacq Poirier Phone: 518-483-0317 Toll-Free Phone: 1-888-828-4645 Email: j.poirier@mxfuels.com  Gus Miller Phone: 315-769-9500 Toll-Free Phone: 1-800-840-0645 Email: g.miller@mxfuels.com  Mickey Miller Phone: 315-769-9500 Toll-Free Phone: 1-800-840-0645 Email: m.miller@mxfuels.com  Gus Miller Email: g.miller@mxfuels.com  <b><u>The contract with MX Petroleum Corp. expired on August 30<sup>th</sup>, 2020.</u></b>	<b>161352970</b>	<b>1000015801</b>
<b>PC68103</b>	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804  Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:	Gayle Newton Contract Sales Manager Toll-Free Phone: 1-800-348-3705 Option 4 Email: Gnewton@petroleumtraders.com  Emergency Dispatch Toll-Free Phone: 1-800-348-3705 Option 1 Email: dispatch@petroleumtraders.com	<b>351462227</b>	<b>1000055839</b>

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<b>PC68104</b>	<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>Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll-Free Phone: 1-800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Customer Service Care Team Toll-Free Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p>Taylor Hudson Phone: 603-430-5397 Toll-Free Phone: 1-800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola Phone: 516-622-7091 Email: bpanicola@spragueenergy.com</p>	<b>020415440</b>	<b>100005203</b>
<b>PC68204</b>	<p>Sunoco, LLC 3801 West Chester Pike Newtown Square, PA 19703</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:</p>	<p>Scott Messmer Phone: 585-537-3772 Email Scott.Messmer@sunoco.com</p> <p>Customer Services Phone: 800-964-6321 Option 2 Email: customersolutions.mailbox@sunoco.com</p> <p>Central Dispatch Phone: 800-955-5992 Email: SunocoWholesaleDispatch@sunoco.com</p>	464151222	1100195900

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
<p><b>PC68105</b></p>	<p>Superior Plus Energy Services d/b/a Griffith Energy 1870 S Winton Rd. Suite 200 Rochester, NY 14414</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency</p>	<p>Dean Crocker Phone: 585-783-2646 Email: dcrocker@superiorplusenergy.com</p> <p>Ordering: 1-844-892-3952</p> <p>Customer Services Phone: 1-844-892-3952 Email: dispatch@griffithenergy.com</p> <p>Central Dispatch Phone: 1-844-892-3952 Email: dispatch@griffithenergy.com</p> <p>Adam Moosbrugger Phone: 585-783-2636 Email: amoosbrugger@superiorplusenergy.com</p> <p><b><u>The contract with Superior Plus Energy Services expired on August 30<sup>th</sup>, 2020.</u></b></p>	<p><b>160736353</b></p>	<p><b>100007474</b></p>
<p><b>PC68106</b></p>	<p>United Metro Energy Corp. 500 Kingsland Ave. Brooklyn, NY 11222</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 7am-11pm, Sat-Sun 8am-5pm):</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:</p>	<p><b>Cristina Rodelo</b> Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com</p> <p>Edward Abreu Phone: 718-389-5800 x152 Email: edwardabreu@umecny.com</p> <p>Phone: 718-383-1400 Email: orders@umecny.com</p> <p><b>Cristina Rodelo</b> Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com</p> <p>Joseph Colonel Phone: 347-585-2482 Email: josephcolonel@umecny.com</p>	<p><b>462112871</b></p>	<p><b>1100082712</b></p>

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 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).

**EMERGENCY DELIVERY PROVISION**

In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the contractor for any county in which the emergency or disaster is officially declared shall be prepared to provide continuous twenty-four-hour (24) service as directed by the State. For the purpose of maintaining necessary communications and services, the contractor shall designate a primary and, if available, a secondary contact person or title. The contractor guarantees that the persons so designated will be available throughout the emergency.



## **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. Authorized Users shall not be required to provide credit references.

## **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, 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' Customer Services at (518) 474-6717.

## **CONTRACT INVOICING AND PAYMENTS**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, §45, *Contract Invoicing*.

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order. 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 than reflect the day of the order.

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
- 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 (if applicable)

The New York State Business Services Center (BSC) is responsible for issuing purchase orders and processing payments on behalf of New York State agencies through the Statewide Financial System (SFS) which includes a vendor self-service portal that allows vendor to access information on payments.

All vendors should consider signing up for electronic payments with OSC to ensure that once your invoice is processed by the BSC, funds are transferred to your account quickly and securely. More information on electronic payments is available on the OSC website, [www.osc.state.ny.us](http://www.osc.state.ny.us).

When possible, Contractors should submit a PDF version of the invoice via email to: [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov). The subject line should include the invoice number, name of agency being billed and the Unit ID if applicable. If sending electronically, please do not send a paper copy of the invoices as this can cause duplication which may slow down the payment process.

If submitting a paper copy of the invoice, please send to:

**Name of Agency indicated on PO**

**Unit ID (if applicable):**

C/o NYS OGS BSC Accounts Payable  
Building 5, 5<sup>th</sup> Floor  
1220 Washington Avenue  
Albany, NY 12226-1900

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 Appendix B, OGS General Specifications, § 45, *Contract Invoicing*.

**BILLING/ORDERING SYSTEMS**

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.

**DISCREPANCIES**

The Contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five (5) business days from notification.

**SHIPPING CHARGES**

Prices for all Items include all customs duties and charges for delivery, and are net FOB destination for delivery to any location designated by the Authorized User within a given County in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

**ESTIMATED QUANTITIES**

By providing an estimate to OGS for a location, the Authorized User has agreed to purchase all of the Authorized User's needed and required bulk delivery of Fuel Oil (Heating, Grades #2, #4, #6, Kerosene and Biodiesel) for that location, under the terms of this IFB and any resulting Contract for the duration of the awarded Contracts. However, each Contract awarded under this IFB shall be for the quantities or dollar values actually ordered during the Contract period. The individual value of each Contract is indeterminate. OGS makes no guarantee as to how much fuel will actually be ordered and/or delivered. See Appendix B, General Specifications § 28, Estimated/Specific Quantity Contracts and § 25, Participation in Centralized Contracts.

**Awards by County and item type – The prices listed below are the BID Prices NOT the SELL Prices. For current pricing, please go to the Pricing Information Link on the Awards page.**

**ITEMS IN RED ARE UNAVAILABLE AS OF AUGUST 30, 2020.**

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Albany	2-MT	Sprague Operating Resources LLC	\$1.8820
Albany	2-MT (0.0015%) B5	Sprague Operating Resources LLC	\$1.8766
Albany	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.8966
Albany	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1207
Albany	2-TW B5	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.1452
Albany	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.1375
Albany	KERO (Heating)	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4071
Allegany	2-MT	Sunoco, LLC	\$1.8749
Allegany	2-TW	No Award	
Bronx	2-MT	Sprague Operating Resources LLC	\$1.8286
Bronx	2-MT B5	Sprague Operating Resources LLC	\$1.8660
Bronx	2-TW	United Metro Energy Corp	1.9697
Bronx	4-MT (0.15%) B2	United Metro Energy Corp	1.7633
Broome	2-MT	Sunoco, LLC	\$1.8519
Broome	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0249
Broome	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.2289
Broome	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.4594
Cattaraugus	2-MT	Sunoco, LLC	\$1.8501
Cayuga	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.2268
Cayuga	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1054
Cayuga	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5228
Chautauqua	2-MT	Sunoco, LLC	\$1.8535
Chautauqua	2-TW	No Award	
Chemung	2-MT	Sunoco, LLC	\$1.8646
Chemung	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$1.8599
Chenango	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.2185

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Chenango	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6727
Clinton	2-MT	Sprague Operating Resources LLC	\$1.9691
Clinton	2-MT B2	Adirondack Energy Products	\$2.0722
Clinton	2-TW	Sprague Operating Resources LLC	\$2.0985
Clinton	2-TW B2	Adirondack Energy Products	\$2.6922
Clinton	KERO (Heating)	Adirondack Energy Products	\$2.5492
Columbia	2-MT	HOP Energy, LLC	\$1.9598
Columbia	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9765
Columbia	KERO (Heating)	Morgan Fuel and Heating Co. Inc. d/b/a Bottini Fuel	\$2.3940
Cortland	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0820
Delaware	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$1.9337
Delaware	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1517
Delaware	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.3883
Dutchess	2-MT	HOP Energy, LLC	\$1.9198
Dutchess	2-TW	HOP Energy, LLC	\$1.9848
Dutchess	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6156
Dutchess	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6369
Dutchess	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.1742
Erie	2-MT	Sunoco, LLC	\$1.8499
Erie	2-TW	No Award	
Essex	2-MT	Sunoco, LLC	\$1.9162
Essex	2-MT B2	Adirondack Energy Products	\$2.1692
Essex	2-TW	Sprague Operating Resources LLC	\$2.1489
Essex	2-TW B2	Adirondack Energy Products	\$2.6422
Essex	KERO (Heating)	Adirondack Energy Products	\$2.5672
Franklin	2-MT	Sunoco, LLC	\$1.8886
Franklin	2-TW	Adirondack Energy Products	\$2.1462
Franklin	2-TW B2	Adirondack Energy Products	\$2.6422
Franklin	KERO (Heating)	Adirondack Energy Products	\$2.4922
Fulton	2-MT	Sunoco, LLC	\$1.8852
Fulton	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1275

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Fulton	4-MT (0.5%)	Sprague Operating Resources LLC	\$2.3394
Fulton	KERO (Heating)	No Award	
Genesee	2-TW	No Award	
Greene	2-MT	Sprague Operating Resources LLC	\$1.9257
Greene	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9765
Greene	2-TW B2	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4681
Greene	2-TW B5	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4894
Greene	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.1375
Hamilton	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.3503
Hamilton	2-MT	No Award	
Hamilton	KERO (Heating)	No Award	
Herkimer	2-MT	Sunoco, LLC	\$1.8942
Herkimer	2-TW	Buell Fuel, LLC	\$2.0754
Herkimer	KERO (Heating)	Buell Fuel, LLC	\$2.4499
Jefferson	2-MT	Sunoco, LLC	\$1.8847
Jefferson	2-TW	No Award	
Jefferson	2-TW B2	No Award	
Jefferson	KERO (Heating)	MX Petroleum Corp.	\$2.6416
Kings	2-MT	Sprague Operating Resources LLC	\$1.8300
Kings	2-MT B2	Sprague Operating Resources LLC	\$1.8449
Kings	2-MT B5	Sprague Operating Resources LLC	\$1.8674
Kings	2-TW	United Metro Energy Corp	\$1.9697
Kings	2-TW B2	United Metro Energy Corp	\$1.9796
Kings	2-TW B5	United Metro Energy Corp	\$1.9971
Lewis	2-TW	No Award	
Lewis	KERO (Heating)	No Award	
Livingston	2-MT	Sunoco, LLC	\$1.8711
Livingston	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.0838
Livingston	2-MT B2	Sunoco, LLC	\$2.3500
Madison	2-TW	Buell Fuel, LLC	\$2.0429
Monroe	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.0202
Monroe	2-TW B5	Superior Plus Energy Services d/b/a Griffith Energy	\$2.3500
Montgomery	2-MT	Sunoco, LLC	\$1.8999

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Montgomery	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1687
Montgomery	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6425
Nassau	2-MT	Sprague Operating Resources LLC	\$1.8316
Nassau	2-MT B2	Sprague Operating Resources LLC	\$1.8465
Nassau	2-TW	United Metro Energy Corp	\$1.9597
Nassau	2-TW B2	United Metro Energy Corp	\$1.9696
Nassau	2-TW B5	United Metro Energy Corp	\$1.9871
New York	2-MT	Sprague Operating Resources LLC	\$1.8104
New York	2-MT B5	Sprague Operating Resources LLC	\$1.8478
New York	2-TW	United Metro Energy Corp	\$1.9697
New York	4-MT (0.15%) B2	United Metro Energy Corp	\$1.7633
Niagara	2-TW	No Award	
Oneida	2-MT	Sunoco, LLC	\$1.8931
Oneida	2-TW	Buell Fuel, LLC	\$1.9754
Oneida	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5510
Oneida	KERO (Heating)	Buell Fuel, LLC	\$2.3239
Onondaga	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0543
Onondaga	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5406
Ontario	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1852
Ontario	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.0999
Ontario	KERO (Heating)	No Award	
Orange	2-MT	HOP Energy, LLC	\$1.9248
Orange	2-MT B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.7581
Orange	2-TW	HOP Energy, LLC	\$1.9888
Orange	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6246
Orange	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6459
Orleans	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.1135
Orleans	KERO (Heating)	No Award	
Oswego	2-MT	Sunoco, LLC	\$1.8989
Oswego	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0544

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Oswego	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5405
Otsego	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$1.9277
Otsego	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.2061
Otsego	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5217
Otsego	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6171
Putnam	2-MT	Sprague Operating Resources LLC	\$1.9625
Putnam	2-TW	Sprague Operating Resources LLC	\$2.0069
Putnam	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6258
Putnam	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6471
Queens	2-MT B2	Sprague Operating Resources LLC	\$1.8480
Queens	2-TW B2	United Metro Energy Corp	\$1.9796
Queens	2-MT B5	Sprague Operating Resources LLC	\$1.8705
Rensselaer	2-MT	Sprague Operating Resources LLC	\$1.9127
Rensselaer	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9282
Rensselaer	KERO (Heating)	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4071
Rensselaer	2-TW B2	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.1232
Rensselaer	2-TW B5	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.1452
Richmond	2-MT	United Metro Energy Corp	\$1.9962
Richmond	2-MT B5	United Metro Energy Corp	\$2.0236
Richmond	2-MT B2	United Metro Energy Corp	\$2.0061
Richmond	2-TW	United Metro Energy Corp	\$2.0447
Richmond	2-TW B2	United Metro Energy Corp	\$2.0546
Richmond	2-TW B5	United Metro Energy Corp	\$2.0721
Rockland	2-MT	Petroleum Traders Corporation	\$1.9414
Rockland	2-MT B2	No Award	
Rockland	2-TW	Sprague Operating Resources LLC	\$2.0824
Rockland	2-TW B2	No Award	
Rockland	KERO (Heating)	No Award	
Saratoga	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$1.9079
Saratoga	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9306
Saratoga	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6007

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Saratoga	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6227
Saratoga	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.4262
Schenectady	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9282
Schoharie	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$1.9149
Schoharie	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1964
Schoharie	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5997
Schuyler	2-TW	No Award	
Seneca	2-MT	Sunoco, LLC	\$1.8699
Seneca	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.1388
Seneca	KERO (Heating)	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5465
St. Lawrence	2-MT	Sunoco, LLC	\$1.9136
St. Lawrence	2-MT (0.0015%) B5	Adirondack Energy Products	\$2.1992
St. Lawrence	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.2036
St. Lawrence	2-TW B2	Adirondack Energy Products	\$2.7422
St. Lawrence	KERO (Heating)	Adirondack Energy Products	\$2.5822
Steuben	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.2349
Suffolk	2-MT	United Metro Energy Corp	\$1.9707
Suffolk	2-MT (0.0015%) B5	United Metro Energy Corp	\$1.9981
Suffolk	2-MT B2	United Metro Energy Corp	\$1.9806
Suffolk	2-TW	United Metro Energy Corp	\$1.9907
Suffolk	2-TW B5	United Metro Energy Corp	\$2.0181
Suffolk	2-TW B2	United Metro Energy Corp	\$2.0006
Sullivan	2-MT	HOP Energy, LLC	\$1.9398
Sullivan	2-TW	HOP Energy, LLC	\$2.0142
Sullivan	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6459
Sullivan	KERO (Heating)	Morgan Fuel and Heating Co. Inc. d/b/a Bottini Fuel	\$2.4340
Tioga	2-MT	Sunoco, LLC	\$1.8699
Tioga	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0855



COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Tompkins	2-TW	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.0721
Ulster	2-MT	HOP Energy, LLC	\$1.9198
Ulster	2-MT (0.0015%) B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.5785
Ulster	2-TW B2	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6246
Ulster	2-TW	HOP Energy, LLC	\$1.9748
Ulster	2-TW B5	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$2.6459
Ulster	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.1668
Warren	2-MT	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9036
Warren	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9536
Warren	2-MT B2	Sprague Operating Resources LLC	\$1.9357
Warren	2-TW B2	No Award	
Warren	KERO (Heating)	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4771
Washington	2-MT	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9036
Washington	2-TW	Main Brothers Oil Co. d/b/a Main Care Energy	\$1.9536
Washington	2-TW B2	No Award	
Washington	6-MT (0.5%)	Sprague Operating Resources LLC	\$2.1607
Washington	KERO (Heating)	Main Brothers Oil Co. d/b/a Main Care Energy	\$2.4771
Wayne	2-TW	Superior Plus Energy Services d/b/a Griffith Energy	\$2.1773
Wayne	KERO (Heating)	Superior Plus Energy Services d/b/a Griffith Energy	\$2.8257
Westchester	2-MT	Sprague Operating Resources LLC	\$1.8602
Westchester	2-MT B2	Sprague Operating Resources LLC	\$1.8751
Westchester	2-MT B5	Sprague Operating Resources LLC	\$1.8976
Westchester	2-TW	Sprague Operating Resources LLC	\$1.8947
Westchester	2-TW B5	Sprague Operating Resources LLC	\$1.9321
Westchester	2-TW B2	Sprague Operating Resources LLC	\$1.9096
Westchester	KERO (Heating)	No Award	
Wyoming	2-TW	No Award	
Wyoming	KERO (Heating)	No Award	
Yates	2-TW	No Award	

## **PRICE**

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User **places the order**. 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.

Truck delivery ticket volumes and Contract 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 Contract User's measured volume, if available, will be used for invoice payment. Contract 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 IFB.

"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.

The price shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B Section 8 "Taxes" included with this Invitation for Bids.

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

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.

## **PRICE REVISIONS FOR STANDARD GRADES**

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

Revisions (increases or decreases) to the original contract price shall be based on prices posted in the OPIS Oil Price Daily. Contractor shall use the reference (as described in §2.24, OPIS Posting Locations, on a per Item basis). Contractors are restricted to the postings as indicated in §2.24, OPIS Posting Locations ONLY. Selection of alternate listings will NOT be permitted.

Procurement Services will compute any price revisions by determining the difference between the posted OPIS low price on October 27, 2016 and the posted OPIS low price every Thursday during the contract period beginning with the OPIS Oil Price Daily on the first Thursday upon contract award. Applicable price changes will be effective as of the start of

business on Friday of the same week. If the OPIS Oil Price Daily is not posted on Friday, the previous business day's posting in which the specified prices are available will be utilized. Base prices are listed in the Invitation for Bids, for each reference. The term "Posting Day" as used throughout the Contract, refers to the actual day the prices are posted.

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 daily basis. The daily basis will utilize postings Monday through Friday with applicable price changes to be effective as of the start of business on the following day. Weekend prices will be based on Friday's posting. The Friday posting will also stay in effect on Monday holidays. Prices in effect for mid-week or Friday holidays will be the same as for the preceding day.

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

- (1) Price increases are limited to changes in the OPIS Posting Location as listed in §2.24. 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 10 days written notice mailed to the Contractor to terminate any Contract resulting from the IFB. 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, NYS Procurement.
- (3) Price adjustments will continue using the same method if the contract is extended.
- (4) The contract price and any adjustments will only be carried out to four (4) decimal places.

#### **PRICE REVISIONS FOR BIODIESEL BLEND**

Fuels #2, #2 NYC B2, #4 NYC B2, #6 NYC B2, Kerosene, #4 (.5%), and #6 (.5%)

The low prices shown in the OPIS Oil Price Daily postings will be used to compute price revisions during the contract period.

No. 2 NYC B2 Revisions (increases or decreases) to the original contract price shall be based on prices posted in the OPIS Oil Price Daily NY Tank Car Reseller 2% Bio-blend every Thursday.

No. 4 & 6 NYC B2 Revisions (increases or decreases) to the original contract price shall be based on prices posted in the OPIS Oil Price Daily NY Barge Reseller 2% Bio-blend every Thursday.

Fuels #2 B2 and #2 B5

The B2 Bioheating fuel pricing shall be based on 98% of the OPIS Oil Price Daily No.2 Oil. as designated in §2.26 "OPIS Posting Location" of the Invitation for Bids plus 2% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's published Price.

The B5 Bioheating fuel pricing shall be based on 95% of the OPIS Oil Price Daily No. 2 Oil average as described in §2.26 "OPIS Posting Location" plus 5% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's published Price.

The Wall Street Journal settlement price of October 27, 2016 for Soybean Oil is \$.3535/lb. Using this price and the multiplier of 7.6465 to convert lbs. to gallons creates a price of \$2.7030/gal for Soybean Oil.

Follow these steps to compute No. 2B2 & 2B5 price change using Albany Posting Location:

#### **EXAMPLE**

1. Convert Soybean Oil price from lbs. to gallons using the multiplier of 7.6465 (Wall Street Journal's Wednesday's settlement price)

2. Calculate 2% / 5% of converted weekly Soybean Oil price per gallon
3. Calculate 98% / 95% of the No. 2 fuel oil average posted price specific to fuel type (OPIS Oil Price Daily Thursday's posting)
4. Add Soybean Oil price to Fuel Oil price
5. Add/Subtract total from base price (see Section 7.21 of the IFB) Based on a + or – figure
6. Add this adjustment to your initial bid price each week
7. These prices become effective on Friday of each week for the entire contract

## **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, but the time shall never exceed 24 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, 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. Authorized User is responsible to ensure sufficient tank capacity is available for the minimum required delivery for a Motor Transport order (i.e. 5,500 gallons). Failure of the Authorized User to make appropriate delivery arrangements, including tank capacity for MT, 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 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.

The Contractor guarantees that the product supplied will meet or exceed the minimum specifications listed in Section 3 – Fuel Specifications and Section 8 – Biodiesel Fuel Specifications

## **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 at one time into one storage tank, capacity of which exceeds 5,500 gallons.

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

No. 2 fuel oil Tank Wagon deliveries shall be delivered by tank wagons used exclusively for transporting No. 2 including bio-fuels.

## DELIVERY SCHEDULES

The contracts issued as a result of the Invitation for Bids are extended to Political Subdivisions and others authorized by law as well as State agencies. The delivery schedules (based on Requirement Letter RL198) are available as a guide to indicate proposed delivery points and estimated annual requirements. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the delivery schedule. The latest electronic version of the Delivery Schedule is available Awards page.

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 Contractor's option. This being done upon placement of a valid purchase order to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business and OGS Procurement Services may make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify OGS of any locations not identified on the Delivery Schedule within 30 days after the first delivery.

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 schedule. Note that on occasion entities may appear on the wrong delivery schedule as entities self-report. For example, a non-State entity may appear on the Agency schedule on occasion or vice versa. OGS does review and seek clarification of information on the delivery schedules but does not catch all errors.

## PREVAILING WAGE

### 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. 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 # 2017901016**

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

<http://www.labor.ny.gov/workerprotection/publicwork/PWCcontents.shtml>

**IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.**

## MINIMUM ORDER SIZE

Minimum delivery shall be 150 gallons to each tank at 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" per section 8.3, 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.

**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 (see clause 7.16). Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of fuel oil, Kerosene, or No. 2, including bio-fuels, 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 insure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User and provided written notification back to the Authorized User for automatic replenishment, 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, 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.

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5500
15%	5,500 and over

**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 days 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 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 twenty-four (24) 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).

Normal deliveries are considered to be Monday through Friday. Saturday/Sunday deliveries are to be made in accordance with Clause 32 of Appendix B – Weekend and Holiday Deliveries.

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 insure compliance by supplier with these specification requirements.

## FUEL SUPPLIER CERTIFICATE

This form may be used to supply reports to State Contract Users requesting documentation of fuel sulfur content, as may be required under State and/or Federal Environmental Laws. When requested, this form should be supplied to the facility with each delivery or billing (As previously arranged with each facility)

1)	Date of Delivery		
	Delivery Location / Account #		
	Supplier Name		
	Address		
	City, State		
	County		

2) Type of Fuel Delivered with **MAXIMUM** percent sulfur *(Please check one)*

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> #2 (.0015%)    | <input type="checkbox"/> #4 (0.15%)                                     | <input type="checkbox"/> #6 (0.3%) NYC B2 |
| <input type="checkbox"/> #2 B2 (.0015%) | <input type="checkbox"/> #4 (0.5%)                                      | <input type="checkbox"/> #6 (0.3%)        |
| <input type="checkbox"/> #2 B5 (.0015%) |   | <input type="checkbox"/> #6 (0.5%)        |
| <input type="checkbox"/> NYC (0.30)     | <input type="checkbox"/> Nassau, Rockland & Westchester Counties (0.37) |   |

Is this a Biofuel Blend?  YES  NO

**MINIMUM** BTU Value per fuel type is as follows unless otherwise specified:

#2 fuel oil minimum BTU value per gallon is 139,000

#4 fuel oil minimum BTU value per gallon is 141,000

#6 fuel oil minimum BTU value per gallon is 143,000

(Items 3, 4, & 5 must be completed only if referring to a residual oil)

3) Actual Sulfur Content: \_\_\_\_\_ %

4) Test Method \_\_\_\_\_

5) Location of oil when sampled for testing \_\_\_\_\_  
*Indicate whether the oil was sampled as delivered or whether the sample was drawn from oil in storage at the oil supplier's or oil refiner's facility, or other location;*

6) We certify that the fuel supplied complies with the D396 (or latest revision) - Standard Specification for Fuel Oils.

\_\_\_\_\_  
*Signature*

NYS Procurement Services  
 Group 05500  
 Fuel Oil, Heating



**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 via e-mail to: [OGS.sm.ps\\_CM\\_FleetFuelRoads@ogs.ny.gov](mailto:OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov) or mail to:**

NYS Office of General Services  
Procurement Services  
Christopher Martinez, 38th Floor  
Corning Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*