



Office of General Services Procurement Services

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

Contract Award Notification

Title	:	Group 05500 – Fuel Oil, Heating (Grades #2, #4, #6 Kerosene and Bioheating Fuel) (Statewide) Classification Code(s): 15 Fuels & Lubricants
Award Number	:	<u>23274</u> (Partially Replaces Award 23091)
Contract Period	:	December 2, 2022 – September 1, 2023
Bid Opening Date	:	October 13, 2022
Date of Issue	:	December 1, 2022
Specification Reference	:	As Incorporated In The Invitation for Bids
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.

For links to the current Prices, Contractor Contact Information and Contract Terms, please see the Awards page located at: <https://ogs.ny.gov/procurement/ogs-centralized-awards-list>.

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

PR # 23274

(continued)

NOTE: See individual contract items to determine actual awardees.

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC69851 SB <u>PCARD*</u> <u>*P Card purchases are limited to no larger than \$1,000</u>	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:	Julia Brouillette Contracts Manager Phone: 315-841-3000 Email: julia@buellfuel.com Customer Services Phone: 315-841-3000 Email: info@buellfuel.com Garth Curtis Director of Bids & Supply Phone: 315-841-3000 Cell: 315-404-3899 Email: garth@buellfuel.com Michael Buell Owner Phone: 315-841-3000 Cell: 315-941-9716 Email: mb@buellfuel.com	760826999	1000009690
PC69852	Global Montello Group Corp. 800 South Street Suite 500 Waltham, MA 02453 Customer Services Contact for NYS Contract Orders (Open 24 Hours Including Weekends & Holidays): Contacts for NYS Declared Emergency:	Bid Department Phone: 781-398-4004 Email: bids@globalp.com Dispatch Department Phone: 1-800-826-5686 Email: smartbuydispatch@globalp.com Dispatch Department Phone: 1-800-826-5686 Email: smartbuydispatch@globalp.com Mark Romaine Chief Operating Officer Phone: 781-398-4003 Email: MRomaine@globalp	043443028	1100005467

(continued)

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC69853	<p>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products The Metrocenter 49 Court Street P.O. Box 5306 Binghamton, NY 13902</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 8:00am - 5:00pm):</p> <p>Contacts for After Hours, Weekend, or Holiday:</p> <p>Contacts for NYS Declared Emergency:</p>	<p>Joe D'Esti Pricing and Bid 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>George Mister Director of Transportation Phone: 607-352-2811 Toll-Free Phone: 1-800-934-9480 Email: george.mister@mirabito.com</p> <p>George Mister Phone: 607-352-2811 Toll-Free Phone: 1-800-934-9480 Email: george.mister@mirabito.com</p> <p>Jason Mirabito Sr. V.P. Wholesale Fuels Phone: 607-352-2930 Toll-Free Phone: 1-800-934-9480 Email: jason.mirabito@mirabito.com</p>	150552668	1000007358
PC69854 <u>SB</u>	<p>MX Petroleum 22 Center Street Massena, NY 13662</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 8:00am - 5:00pm):</p> <p>Contacts for After Hours, Weekend, or Holiday:</p> <p>Contacts for NYS Declared Emergency:</p>	<p>Jeanine Caron VP of Finance Phone: 315-769-9500 Email: j.caron@mxfuels.com</p> <p>Jeanine Caron Phone: 315-769-9500 Email: j.caron@mxfuels.com</p> <p>Matt Bard Sales and Marketing Manager Phone: 315-769-9500 Email: m.bard@mxfuels.com</p> <p>Matt Bard Phone: 315-769-9500 Email: m.bard@mxfuels.com</p> <p>Jeanine Caron Phone: 315-769-9500 Email: j.caron@mxfuels.com</p>	161352970	1000015801

(continued)

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC69855	Sprague Operating Resources, LLC 185 International Drive Portsmouth, NH 03801	Jeanette Finley Bid & Contract Manager Phone: 914-328-6730 Toll-Free Phone: 877-689-1880 Email: contractdesk@spragueenergy.com Customer Care Team Phone: 800-880-6037 Email: orders@spragueenergy.com Customer Services Contact for NYS Contract Orders (24 Hours/day): Barry Panicola Managing Director Phone: 516-622-7091 Email: contractmgmt@spragueenergy.com Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: Anthony Guidice Director, Transportation Operations Phone: 516-250-0345 Email: newyorktransportation@spragueenergy.com	020415440	1000005203

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

(continued)

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).

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 contract user and OGS Procurement Services of any locations not originally on the Delivery Schedules, within thirty (30) days after the first delivery is made.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

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

(continued)

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)
- Customer Delivery Location ID number as shown on Delivery Schedule (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

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>.

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.

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).

ESTIMATED QUANTITIES

A Contract resulting from Invitation for Bids 23274 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. 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 Product Delivery and Method of Delivery clauses of this Solicitation. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices.

(continued)

Awards by County and Fuel Type – The prices listed below are the BID Prices NOT the SELL Prices.
For current pricing, please go to the OGS Fuels Pricing Page at the following address:
<https://online.ogs.ny.gov/purchase/FuelsPricingDefault.htm>

COUNTY	FUEL TYPE	CONTRACTOR	BID PRICE
Broome	2-MT	Buell Fuel, LLC	\$4.0215
Cattaraugus	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$6.0018
Clinton	KERO (Heating)	MX Petroleum	\$4.3989
Clinton	2-TW	MX Petroleum	\$4.2950
Clinton	2-TW B2	Sprague Operating Resources, LLC	\$4.7830
Erie	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$4.9568
Essex	KERO (Heating)	MX Petroleum	\$4.4289
Essex	2-MT	MX Petroleum	\$4.2250
Essex	2-TW B2	No Award	No Award
Franklin	2-TW	MX Petroleum	\$4.2950
Franklin	2-TW B2	Sprague Operating Resources, LLC	\$4.7830
Franklin	KERO (Heating)	MX Petroleum	\$4.3989
Franklin	2-MT	MX Petroleum	\$4.1950
Fulton	2-MT	Buell Fuel, LLC	\$4.0295
Herkimer	2-MT	Buell Fuel, LLC	\$4.0295
Jefferson	2-MT	Buell Fuel, LLC	\$4.0549
Livingston	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$4.5568
Montgomery	2-MT	Buell Fuel, LLC	\$4.0295
Oneida	2-MT	Buell Fuel, LLC	\$4.0119
Oswego	2-MT	Buell Fuel, LLC	\$4.0315
Rockland	2-TW	No Award	No Award
Rockland	2-MT	Global Montello Group Corp.	\$4.2287
St Lawrence	KERO (Heating)	MX Petroleum	\$4.3989
St Lawrence	2-MT	MX Petroleum	\$4.1950
Tioga	2-MT	Mirabito Holdings Inc. d/b/a Mirabito Energy Products	\$4.2350

(continued)

PRICE

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 24 (twenty-four) 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 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.

If the Contractor extends special allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase fuel oil under similar contractual terms and conditions.

Bid prices shall be firm except that price revisions will be permitted in accordance with the PRICE REVISION CLAUSE set forth in the IFB 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.

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

(continued)

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.

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 Bidder shall use the reference as designated in Attachment 1 - Pricing on a per item basis. Bidders are restricted to the postings as indicated in Attachment 1 of this solicitation ONLY. Selection of alternate listings will NOT be permitted.

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 August 25, 2022 and the Posted Price on every Thursday during the contract period beginning with the OPIS Oil Price Daily the Thursday immediately preceding 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. The same applies if OGS were to utilize a weekly pricing schedule. 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 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 any Contract awarded:

- (1) Price increases are limited to changes in the OPIS Posting Location as listed in Appendix 1. 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

(continued)

FUELS #2 B2 AND #2 B5

The B2 biodiesel pricing shall be based on 98% of the OPIS Oil Price Daily No. 2 Oil plus 2% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in USDA AMS 3511 report for each Thursday's published Price.

The B5 biodiesel pricing shall be based on 95% of the OPIS Oil Price Daily No. 2 Oil plus 5% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in USDA AMS 3511 report for each Thursday's published Price.

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

EXAMPLE

- Convert Soybean Oil price from lbs. to gallons using the multiplier of 7.6465 (using the simple average of the high and low asking price of soybean oil (region Illinois) found in the immediately preceding published Friday USDA AMS 3511 report Calculate 2% / 5% of converted weekly Soybean Oil price per gallon
- Calculate 98% / 95% of the No. 2 fuel oil average posted price specific to fuel type (OPIS Oil Price Daily Thursday's posting)
- Add Soybean Oil price to Fuel Oil price
- Add/Subtract total from base price (see Section 7.21 of the Solicitation) Based on a + or – figure
- Add this adjustment to your initial bid price each week
- 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. Every bid states what the maximum time a delivery will take from the moment of order, 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 insuring 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

(continued)

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.

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.

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

DELIVERY SCHEDULES

The delivery schedules are based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL204, and as subsequently updated and confirmed with Authorized Users as shown in Section 1.2 and Attachments 10 and 11. The delivery schedules are available as a guide to indicate proposed delivery points and estimated annual quantities. Bidders are advised that these delivery schedules may be revised up to the date of the Bid opening to accommodate the addition of delivery points and quantities. Bidders should therefore make note of the revisions. This information is available to clarify delivery conditions, where possible. 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 Delivery Schedules are attachments in this Solicitation, and any updates, (if any) are available upon direct request to OGS Procurement Services via the e-mail list under the designated contact on the front page of this solicitation.

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 (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 contract user and OGS of any locations not identified on the Delivery Schedule 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 schedule.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: 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 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.

(continued)

The applicable Prevailing Wage Rate Schedule for this project is PRC # 2022900866
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.shtm>

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

MINIMUM ORDER

The minimum order (delivery) for this Contract is 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" per section 6.14, 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 6.14). 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 biofuels, 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, 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

(continued)

tanks and to charge any increase in price paid over the current contract price to the account of the Contractor. The Contractor shall permit the other vendor to supply fuel oil into Contractor-owned tank(s), 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

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: Bidder'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 twenty-four (24) 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).

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. Circular Letters (CL) are found on the OGS website under Announcements.

(continued)

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*)

☐ #2 (.0015%)

☐ #2 B2 (.0015%)

☐ #2 B5 (.0015%)

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

(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

(continued)

**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 email 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 2nd Tower - Empire State Plaza
Albany, New York 12242

* * * * *

(continued)