



Office of General Services Procurement Services

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Contract Award Notification

Title	: Group 05500 – Fuel Oil, Heating (Grades #2, Kerosene and Bioheating Fuel) (Statewide) Classification Code(s): 15
Award Number	: 23417 (Replaces Award 23287)
Contract Period	: December 01, 2025 – November 30, 2027
Bid Opening Date	: August 28, 2025 (Revised December 4, 2025)
Date of Issue	: December 01, 2025
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Joan Balinda Title : Contract Management Specialist Phone : 518-486-1258 E-mail : Joan.Balinda@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

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

Description

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

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

PR # 23417

(continued)

NOTE: See individual contract items to determine actual awardees.

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70891 SB	Buell Fuel, LLC 2676 State Route 12B Deansboro, NY 13328	Garth Curtis Director Phone: 315-841-3000 Email: garth@buellfuel.com Customer Services Contact for NYS Contract Orders (Mon-Fri 7:30am-5:00pm): Renee Anthony Operations Manager Phone: 315-841-3000 Email: renee@buellfuel.com Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: Garth Curtis Director Phone: 315-841-9008 Email: garth@buellfuel.com	760826999	100009690
PC70893	HOP Energy, LLC dba KoscoHeritage 625 Sawkill Rd Kingston, NY 12401	Anne Larkin-Ede Admin Manager Phone: 845-336-2000 x1205 Email: aede@Hopenergy.com Customer Services Contact for NYS Contract Orders (Mon-Fri 8:00am-4pm): Customer Services Phone: 845-336-2000 Email: NYSTATEBIDORDERS@Hopenergy.com Contact for After Hours, Weekend, Holiday, or NYS Declared Emergency: Ron Mustello Phone: 845-656-9595 Email: Rmustello@Hopenergy.com	061434797	1100232871
PC70894	Mirabito Holdings Inc. d/b/a Mirabito Energy Products The Metrocenter – 49 Court St. PO Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Supply Administrator Phone: 607-352-2958 Toll-Free Phone: 800-934-9480 Email: joe.desti@mirabito.com Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm): Customer Services Phone: 607-352-2800 Toll-Free Phone: 800-934-9480 Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: George Mister Phone: 607-352-2811 Email: george.mister@mirabito.com Toll-Free Phone: 800-934-9480 Phil Mirabito Phone: 607-352-2941	150552668	100007358

Contract #	Contractor & Address	Contact Information	FEIN Number	NYS Vendor ID#
PC70895 <u>Disregarded Entity</u>	Sprague Operating Resources LLC* 185 International Dr. Portsmouth, NH 03801	Jeanette Finley Phone: 914-328-6730 Toll-Free Phone: 877-689-1880 Email: contractdesk@spragueenergy.com Customer Service Contact for NYS Contract Orders (24/7): Customer Service Care Team Toll-Free Phone: 800-880-6037 Email: orders@spragueenergy.com Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: Barry Panicola Phone: 516-622-7091 Email: contractmgmt@spragueenergy.com	020415440	100005203

* Sprague Operating Resources LLC is a disregarded entity of Parent/Owner, Hartree Partners LP. Hartree Partners LP's Employer Identification Number is 133937429. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sprague Operating Resources LLC is the entity who holds Contract PC70895 and is fully responsible for the performance of duties under Contract PC70895. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

PC70896 <u>Disregarded Entity</u>	Sunoco, LLC* 3805 West Chester Pike Newtown Square, PA 19073	Mike Reo Specialist Phone: 215-977-6137 Email: mike.reo@sunoco.com Brad Stamper Specialist Phone: 610-833-3774 Email: brady.stamper@sunoco.com Customer Services Contact for NYS Contract Orders (Mon-Fri 8am-5pm): Domenic Puglia Associate Specialist - Unbranded Sales Email: govorders@sunoco.com Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency: Alan Montoya Rivas Associate Specialist - Supply & Dispatch Phone: 260-324-7921 Charles Hunt Phone: 260-324-7921 Email: charles.hunt@sunoco.com	464151222	1100195900
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* Sunoco, LLC is a disregarded entity of Parent/Owner, Sunoco LP. Sunoco LP's Employer Identification Number is 300740483. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sunoco, LLC is the entity who holds Contract PC70896 and is fully responsible for the performance of duties under Contract PC70896. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

<p>PC70897</p>	<p>United Metro Energy Corporation 500 Kingsland Ave. Brooklyn, NY 11222</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 7am-6pm:</p> <p>Contacts for After Hours, Weekend, Holiday, or NYS Declared Emergency:</p>	<p>Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com</p> <p>Customer Service Phone: 718-383-1400 Email: orders@umecny.com</p> <p>Cristina Rodelo Bid Analyst Phone: 929-271-5079 Email: cristinarodelo@umecny.com</p> <p>Joseph Colonel Phone: 914-575-1604</p> <p>Scott Alnwick Phone: 646-739-3004 Email: Scottalnwick@umecny.com</p>	<p>462112871</p>	<p>1100082712</p>
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Cash Discount, If Shown, should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Awards

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

Item #	County	Fuel Type	Contractor
1	Albany	2-TW B10	Buell Fuel, LLC
2	Albany	2-TW B20	Buell Fuel, LLC
3	Albany	2-MT B10	Buell Fuel, LLC
4	Albany	2-MT B20	Buell Fuel, LLC
5	Albany	KERO (Heating)	Buell Fuel, LLC
6	Bronx	2-MT B10	United Metro Energy Corporation
7	Broome	2-TW B10	Buell Fuel, LLC
8	Broome	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
9	Broome	KERO (Heating)	Buell Fuel, LLC
10	Cayuga	2-TW B10	Buell Fuel, LLC
11	Cayuga	2-TW B20	Buell Fuel, LLC
12	Cayuga	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
13	Chemung	2-TW B10	Buell Fuel, LLC
14	Chemung	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
15	Chemung	KERO (Heating)	Buell Fuel, LLC
16	Chenango	2-TW B10	Buell Fuel, LLC
17	Clinton	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
18	Clinton	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
19	Clinton	2-MT B10	Buell Fuel, LLC
20	Clinton	2-MT B20	Buell Fuel, LLC
21	Clinton	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
22	Columbia	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
23	Columbia	2-TW B20	Buell Fuel, LLC
24	Columbia	2-MT B10	Buell Fuel, LLC
25	Columbia	2-MT B20	Buell Fuel, LLC
26	Columbia	KERO (Heating)	Buell Fuel, LLC
27	Cortland	2-TW B10	Buell Fuel, LLC
28	Delaware	2-TW B10	Buell Fuel, LLC
29	Delaware	2-TW B20	Buell Fuel, LLC
30	Delaware	2-MT B10	Buell Fuel, LLC
31	Delaware	2-MT B20	Buell Fuel, LLC
32	Delaware	KERO (Heating)	Buell Fuel, LLC
33	Dutchess	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
34	Dutchess	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
35	Dutchess	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
36	Erie	2-TW B10	Buell Fuel, LLC
37	Erie	2-MT B10	Sunoco, LLC
38	Essex	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
39	Essex	2-MT B10	Buell Fuel, LLC

40	Essex	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
41	Franklin	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
42	Franklin	2-MT B10	Buell Fuel, LLC
43	Franklin	2-MT B20	Buell Fuel, LLC
44	Franklin	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
45	Fulton	2-TW B10	Buell Fuel, LLC
46	Greene	2-TW B10	HOP Energy dba KoscoHeritage
47	Greene	2-TW B20	Buell Fuel, LLC
48	Greene	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
49	Greene	KERO (Heating)	Buell Fuel, LLC
50	Hamilton	2-TW B10	Buell Fuel, LLC
51	Hamilton	2-MT B10	Buell Fuel, LLC
52	Herkimer	2-TW B10	Buell Fuel, LLC
53	Herkimer	2-TW B20	Buell Fuel, LLC
54	Herkimer	2-MT B20	Buell Fuel, LLC
55	Herkimer	KERO (Heating)	Buell Fuel, LLC
56	Jefferson	2-TW B10	Buell Fuel, LLC
57	Jefferson	2-TW B20	Buell Fuel, LLC
58	Jefferson	2-MT B10	Buell Fuel, LLC
59	Jefferson	2-MT B20	Buell Fuel, LLC
60	Jefferson	KERO (Heating)	Buell Fuel, LLC
61	Kings	2-TW B10	Sprague Operating Resources LLC
62	Kings	2-MT B10	Sprague Operating Resources LLC
63	Kings	KERO (Heating)	Sprague Operating Resources LLC
64	Lewis	2-TW B10	Buell Fuel, LLC
65	Livingston	2-TW B10	Buell Fuel, LLC
66	Madison	2-TW B10	Buell Fuel, LLC
67	Madison	KERO (Heating)	Buell Fuel, LLC
68	Monroe	2-TW B10	Buell Fuel, LLC
69	Monroe	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
70	Montgomery	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
71	Montgomery	2-TW B20	Buell Fuel, LLC
72	Montgomery	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
73	Nassau	2-TW B10	Sprague Operating Resources LLC
74	Nassau	2-TW B20	Sprague Operating Resources LLC
75	Nassau	2-MT B10	Sprague Operating Resources LLC
76	Nassau	2-MT B20	Sprague Operating Resources LLC
77	New York	2-MT B10	Sprague Operating Resources LLC
78	Niagara	2-TW B10	NO AWARD
79	Oneida	2-TW B10	Buell Fuel, LLC
80	Oneida	2-TW B20	Buell Fuel, LLC
81	Oneida	2-MT B10	Buell Fuel, LLC
82	Oneida	KERO (Heating)	Buell Fuel, LLC
83	Onondaga	2-TW B10	Buell Fuel, LLC

84	Orange	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
85	Orange	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
86	Orange	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
87	Orange	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
88	Orleans	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
89	Orleans	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
90	Oswego	2-TW B10	Buell Fuel, LLC
91	Oswego	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
92	Otsego	2-TW B10	Buell Fuel, LLC
93	Otsego	2-MT B10	Buell Fuel, LLC
94	Otsego	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
95	Putnam	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
96	Putnam	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
97	Putnam	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
98	Queens	2-TW B10	United Metro Energy Corporation
99	Queens	2-MT B10	Sprague Operating Resources LLC
100	Rensselaer	2-TW B10	Buell Fuel, LLC
101	Rensselaer	2-TW B20	Buell Fuel, LLC
102	Rensselaer	KERO (Heating)	Buell Fuel, LLC
103	Richmond	2-TW B10	Sprague Operating Resources LLC
104	Richmond	2-MT B10	Sprague Operating Resources LLC
105	Rockland	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
106	Rockland	2-TW B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
107	Rockland	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
108	Rockland	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
109	Saratoga	2-TW B10	Buell Fuel, LLC
110	Saratoga	2-TW B20	Buell Fuel, LLC
111	Saratoga	2-MT B10	Buell Fuel, LLC
112	Saratoga	2-MT B20	Buell Fuel, LLC
113	Saratoga	KERO (Heating)	Buell Fuel, LLC
114	Schenectady	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
115	Schenectady	2-TW B20	Buell Fuel, LLC
116	Schenectady	2-MT B20	Buell Fuel, LLC
117	Schenectady	KERO (Heating)	Buell Fuel, LLC
118	Schoharie	2-TW B10	Buell Fuel, LLC
119	Schoharie	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
120	Schoharie	KERO (Heating)	Buell Fuel, LLC
121	Seneca	2-TW B10	Buell Fuel, LLC
122	Seneca	2-TW B20	Buell Fuel, LLC
123	Seneca	2-MT B20	Buell Fuel, LLC
124	Seneca	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
125	Steuben	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
126	St Lawrence	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
127	St Lawrence	2-MT B10	Buell Fuel, LLC

128	St Lawrence	2-MT B20	Buell Fuel, LLC
129	St Lawrence	KERO (Heating)	Buell Fuel, LLC
130	Suffolk	2-TW B10	Sprague Operating Resources LLC
131	Suffolk	2-TW B20	Sprague Operating Resources LLC
132	Suffolk	2-MT B10	Sprague Operating Resources LLC
133	Suffolk	2-MT B20	United Metro Energy Corporation
134	Sullivan	2-TW B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
135	Sullivan	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
136	Sullivan	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
137	Tioga	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
138	Tompkins	2-TW B10	Buell Fuel, LLC
139	Ulster	2-TW B10	HOP Energy dba KoscoHeritage
140	Ulster	2-TW B20	Sprague Operating Resources LLC
141	Ulster	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
142	Ulster	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
143	Warren	2-TW B10	Buell Fuel, LLC
144	Warren	2-TW B20	Buell Fuel, LLC
145	Warren	2-MT B10	Buell Fuel, LLC
146	Warren	KERO (Heating)	Buell Fuel, LLC
147	Washington	2-TW B10	Buell Fuel, LLC
148	Washington	2-TW B20	Buell Fuel, LLC
149	Washington	2-MT B10	Buell Fuel, LLC
150	Washington	KERO (Heating)	Buell Fuel, LLC
151	Wayne	KERO (Heating)	Buell Fuel, LLC
152	Westchester	2-TW B10	Sprague Operating Resources LLC
153	Westchester	2-TW B20	Sprague Operating Resources LLC
154	Westchester	2-MT B10	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
155	Westchester	2-MT B20	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
156	Westchester	KERO (Heating)	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products
157	Yates	2-TW B10	Buell Fuel, LLC

Local Laws and/or Mandates

The State makes no guarantee that the filed requirements submitted by Authorized Users are in compliance with any applicable local laws or mandates regarding fuel types, such as the New York City Biodiesel Mandate.

During the term of this Contract, Authorized Users and Contractor will share responsibility for ensuring and maintaining compliance with any applicable local laws or mandates regarding fuel types.

Fill and Vent Requirements

Authorized Users must ensure that fill and vent equipment adequately meet NYS Standards. Contractor has the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

Contractor's delivery trucks MUST BE EQUIPPED WITH METERS, except for 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 able to make bulk deliveries within forty-eight (48) hours after receipt of order.

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

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

Authorized Users are responsible for making certain that the Delivery site is made ready for proper Delivery by the Contractor. Failure of the Authorized User to make appropriate arrangements preventing 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 for that particular trip. Authorized Users should also make certain that receiving personnel are available at time of Delivery.

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

Topping Off Tanks

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

Contractor must maintain service facilities and have trained personnel qualified to service the Product furnished at the using Authorized User within 48 hours.

Winter Blend Requirements

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

Environment Reporting Requirements

Certain customers using the State fuel oil contract must provide reports regarding the emissions from their fuel oil heating plants. At the customers' request, the Contractor will be required to provide written documentation for each Delivery to prove that the fuel delivered is in compliance with EPA standards in effect for the type of fuel delivered to the customer under the State fuel oil contract. OGS Procurement

Services has provided a fuel Supplier Certificate (see Section 3.2), which can be used for this purpose. Contractors can use another form of reporting (such as Bill of Lading/Delivery Ticket) providing the following information is included:

FOR DISTILLATE OIL:

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

Biodiesel Usage Considerations

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

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

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

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

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

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

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

FURTHER INFORMATION: Additional information regarding Biodiesel can also be obtained from Clean Fuels Alliance America at (800) 841-5849 or at their website at: <https://cleanfuels.org/faq/>

Price

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

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

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

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

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

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

Any special allowances were not included in the Bid price, as they could be considered in evaluating Bids. However, if the Contractor extends such 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.

Contract prices shall be firm except that price revisions will be permitted in accordance with Section 3.8, Price Adjustment/Revisions set forth in this Contract and with respect to certain taxes and duties as follows:

1. "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.
2. "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.
3. The Contract price shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B Section 8 "Taxes" included with this Contract.
4. The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

5. The price for fuel oil under this 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.

6. The price for fuel oil under this 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.

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

OPIS Posting Locations

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

For Biodiesel, No. 2 oil and Kerosene, a fixed OPIS Posting Location has been established for each county. The fixed OPIS Posting Locations are set forth in the table below and in Attachment 1 – Pricing. Prices posted are Rack prices.

For Biodiesel and No. 2 oil

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

**For Biodiesel and No. 2 oil the Posting Location will be Newark.*

For Kerosene

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

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

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

Should postings differ from current description and/or format, a posting determined by the Commissioner in his/her sole discretion to be most reflective of market conditions will be used.

To follow are three historic examples that have occurred.

Example 1 from April 2016

Please be advised that as of April 22, 2016, the weekly fuel price adjustments for Buffalo Kerosene will be based solely on the low posting published in OPIS's Oil Price Daily, as was the basis of the original bid (June 19, 2014) and award (November 20, 2014), due to inconsistent reporting of both a high and a low Posted Price.

Example 2 from February 2016

Please be advised that as of January 29, 2016, the weekly fuel price adjustments for Utica Kerosene will be based solely on the low posting published in OPIS's Oil Price Daily, as was the basis of the original Bid (June 19, 2014) and award (November 20, 2014), due to inconsistent reporting of both a high and a low Posted Price.

Example 3 from March 2022

As per the terms and conditions of the Contract (Section 3.7.2 *Calculation Change or Substitution*), please be advised that as of March 11, 2022, the weekly fuel price adjustments for Soybean Oil will be based on 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.

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 Contractor shall use the reference as designated in Attachment 1 - Pricing on a per Item basis. The Contractor is restricted to the postings as indicated in Attachment 1 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 February 27, 2025, 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 Contract, for each reference. The term "Posting Day" or "Posted Price" as used throughout the Contract and any resulting Contract refers to the actual day the prices are posted.

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

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

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

- (1) Price increases are limited to changes in the OPIS Posting Location as listed in Section 3.7 – OPIS Posting Locations. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period.
- (2) Price adjustments will continue using the same method if the Contract is extended or renewed.
- (3) The Contract price and any adjustments will only be carried out to four (4) decimal places (priced in dollars per gallon).

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

NYS DOL Prevailing Wage Rates – Public Works and Building Services Contracts

The work performed under the Contract may be 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*.

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, rejection of a Contractor's response to an Authorized User, or suspension or termination of Contract.

IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each project from This Award where prevailing wage rates apply. The requested PRC number MUST be noted on all Purchase Orders issued for purchases from this Contract.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:
[NYS DOL - Prevailing Wage](#)

For Prevailing Wage Updates, use the following DOL link:
[NYS DOL - Prevailing Wage](#)

Links to schedule updates appear in the table at the bottom of the web page.

The following also applies to this Contract.

- A. **Living Wage.** An Authorized User subject to a local law establishing a “living wage,” such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) is less than the local law “living wage,” then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS contract.

Ordering

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

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

Purchasing Card Orders

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

Contractor shall indicate if they will accept the New York State Procurement Card. For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

Minimum Order

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

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

Determination for total gross tank capacity shall include all manifolded tanks. All locations granted a request from the Contractor for “automatic replenishment” per Section 3.17, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on “automatic replenishment.”

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

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

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

Invoicing and Payment

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

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

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

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

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 forty-eight (48) hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be an after-hours or weekend emergency or should Authorized User 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 Authorized User.

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

run out is imminent before the next normal Delivery day. Delivery of heating oil should give first priority to "Human Needs Customers".

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

Authorized Users shall be responsible for ensuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate Delivery arrangements, which prevents the Delivery of product upon Contractor's arrival at Delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted Delivery prior to charging for any future Delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent Delivery attempt and provide supporting documentation that substantiates the direct cost for the failed Delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent Delivery attempts, prior to the Contractor making the subsequent Delivery. At no time should a charge be applied to an Authorized User for an attempted Delivery that failed at no fault of their own.

Method of Delivery

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

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

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

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

Automatic Replenishment

Requests for automatic replenishment are preferred in WRITING from an Authorized User but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 375 gallons. Automatic replenishment for tank capacities less than 375 gallons will be at the Contractor's option and may be subject to a minimum order charge (see Section 3.13, Minimum Order). Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of Biodiesel and Kerosene, as the case may be using the "degree day" or equivalent method and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to ensure an adequate supply at all times. A "degree day" compares the mean (the average of the high and low) outdoor temperatures recorded for a location to a standard temperature, usually 65° Fahrenheit (F) in the United States.

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

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

Delivery Schedules

The Delivery schedules are based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL226, 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. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedules. The Delivery Schedules are attachments in this Contract, and any updates, (if any) are available on the OGS website.

Contractor shall be obligated to Deliver under this Contract to any State Agency which places a Purchase Order under this 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 Solicitation's Bid, shall be eligible to receive Deliveries and/or be added to the Delivery Schedule at a Contractor's option. This being done upon placement of a valid Purchase Order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. The Contractor must notify OGS of any new business created from a political subdivision or non-State entity's request for Delivery so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractor to notify both Authorized User and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first Delivery. See Section 3.38, New Accounts of this Contract.

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

Filed requirements and Delivery Schedules may be updated by OGS for any mutually agreed upon extension.

On occasion entities may appear on the wrong Delivery Schedule as entities self-report. For example, a non-State entity may appear on the State Agencies schedule on occasion or vice versa. OGS does review and seek clarification of information on the Delivery Schedules but may not catch all errors.

Extension of Use

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in this Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

New Accounts

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

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

Guarantee

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on in connection with, or occasioned by, or resulting from the

furnishing and delivering of fuel under the resultant Contract and shall be liable for any damages for which he or his employees are responsible.

This liability includes but is not limited to oil spills occurring during Delivery. The Contractor shall provide constant surveillance during Delivery by having a person in attendance at all times at the point of transfer. Oil spills of any size shall be immediately reported to the Authorized User Business Office to effect contact with a representative of the Department of Environmental Conservation. More information can be viewed here:

<http://www.dec.ny.gov/chemical/8428.html>

A call can be placed twenty-four hours a day with the New York State Oil Spill Hotline at 1-800-457-7362.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

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

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