



# Contract Award Notification

<b>Title</b>	<b>: Group 05600 Gasoline &amp; E-85 (Statewide)</b>
	<b>Classification Code(s): 15 Fuels &amp; Lubricants</b>
<b>Award Numbers</b>	<b>: <a href="#">22782</a> (Replaces Award 22683)</b>
<b>Contract Period</b>	<b>: December 19, 2014 – December 18, 2018</b>
<b>Bid Opening Date</b>	<b>: September 24, 2014</b>
<b>Date of Issue</b>	<b>: December 19, 2014 (Revised November 29, 2016)</b>
<b>Specification Reference</b>	<b>: As Incorporated Herein</b>
<b>Contractor Information</b>	<b>: Appears on Page 2 of this Award</b>

## Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 Fax : 518-486-8676 E-mail : <a href="mailto:Bryant.kirk@ogs.ny.gov">Bryant.kirk@ogs.ny.gov</a>	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

## Description

The purpose of these Awards is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to Authorized Users storage facility for use in the Authorized Users own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.

The pricing included in this document is the pricing bid by the contractors. For current pricing please go to the Pricing Information link on the Award page.

**For links to the current Prices, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the OGS website at: <http://www.ogs.ny.gov/purchase/snt/awardnotes/0560022782can.htm>**

**AWARDED CONTRACTORS:**

<b>OGS CONTRACT NUMBER</b>	<b>CONTRACTOR INFORMATION</b>	
PC66690	<p>GLOBAL MONTELLO GROUP CORP. 800 SOUTH ST. WALTHAM, MA 02454</p> <p>Fed ID #: 043443028 NYS Vendor ID #: 1100005467</p>	<p>Christina Fortin Katie Doherty Steve Marcello 1-800-826-5686 781-398-4003 E-mail: <a href="mailto:bids@globalp.com">bids@globalp.com</a></p> <p><b><u>Ordering Email Address:</u></b> <a href="mailto:smartbuydispatch@globalp.com">smartbuydispatch@globalp.com</a></p> <p>Fax #: 781-398-9213 Web Site: <a href="http://www.globalp.com">www.globalp.com</a></p>
PC66691	<p>MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LN. ALBANY, NY 12211</p> <p>Fed ID #: 146024844 NYS Vendor ID #: 1000007301</p>	<p>David Borger 800-542-5552 518-438-7856 Fax #: 518-438-5991 E-mail: <a href="mailto:dborger@maincareenergy.com">dborger@maincareenergy.com</a> Web Site: <a href="http://www.maincareenergy.com">www.maincareenergy.com</a></p>
PC66692	<p>MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER PO BOX 5306 49 COURT ST. BINGHAMTON, NY 13902</p> <p>Fed ID #: 150552668 NYS Vendor ID #: 1000007358</p>	<p>Joe D'Esti 800-934-9480 607-352-2958 Fax #: 607-584-5133 E-mail: <a href="mailto:joseph.desti@mirabito.com">joseph.desti@mirabito.com</a> Web Site: <a href="http://www.mirabito.com">www.mirabito.com</a></p>
PC66693 SB	<p>MX PETROLEUM CORP 84 CENTER ST. MASSENA, NY 13662</p> <p>Fed ID #: 161352970 NYS Vendor ID #: 1000015801</p>	<p>John Baird 800-840-0645 315-769-9500 Fax #: 315-764-9934 E-mail: <a href="mailto:jbaird@mxfuels.com">jbaird@mxfuels.com</a> Web Site: <a href="http://www.mxfuels.com">www.mxfuels.com</a></p>
PC66694	<p>NOCO ENERGY CORP. 2440 SHERIDAN DR. TONAWANDA, NY 14150</p> <p>Fed ID #: 160727383 NYS Vendor ID #: 1000007468</p>	<p>Tom Spitznogle 800-601-6626 Fax #: 716-874-7032 E-mail: <a href="mailto:TSpitznogle@noco.com">TSpitznogle@noco.com</a> Web Site: <a href="http://www.noco.com">www.noco.com</a></p>

**For links to the current Prices, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the OGS website at: <http://www.ogs.ny.gov/purchase/snt/awardnotes/0560022782can.htm>**

AWARDED CONTRACTORS: (Cont'd)

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
PC66695	SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DR. PORTSMOUTH, NH 03801  Fed ID #: 020415440 NYS Vendor ID #: 1000005203	Customer Care Team 800-225-1560 914-328-6710 For Orders: 800-880-6037 Fax #: 914-517-2640 E-mail: <a href="mailto:customercareteam@spragueenergy.com">customercareteam@spragueenergy.com</a> For Orders: <a href="mailto:orders@spragueenergy.com">orders@spragueenergy.com</a> Web Site: <a href="http://www.spragueenergy.com">www.spragueenergy.com</a>
PC66696	SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY 1870 WINTON RD. S ROCHESTER, NY 14618  Fed ID #: 160736353 NYS Vendor ID #: 1000007474	Dawn Lapierre 800-724-2552 Fax #: 877-776-9358 E-mail: <a href="mailto:dawn.lapierre@superiorpropane.com">dawn.lapierre@superiorpropane.com</a> Web Site: <a href="http://www.griffithenergy.com">www.griffithenergy.com</a>
PC66697 SB	ULTRA POWER CORP 85 KAUFMAN RD. MONTICELLO, NY 12701  Fed ID #: 141576983 NYS Vendor ID #: 1000006842	Peggy Galligan 845-794-4200 Fax #: 845-794-5666 E-mail: <a href="mailto:upc@bestweb.net">upc@bestweb.net</a>

## AWARDS BY COUNTY:

Albany*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,285,489	\$2.7985	\$0.00	Global Montello
Flex Fuel (E-85)	54,000	\$2.8232	\$0.00	
Gas Premium	6,000	\$2.9697	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,285,489	\$2.7935	\$0.00	Global Montello
Flex Fuel (E-85)	54,000	\$2.8182	\$0.00	
Gas Premium	6,000	\$2.9647	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,285,489	\$2.7920	\$0.00	Global Montello
Flex Fuel (E-85)	54,000	\$2.8167	\$0.00	
Gas Premium	6,000	\$2.9632	\$0.00	

Allegany

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	112,504	\$2.8278	\$0.00	Superior Plus
Gas Mid	5,000	\$2.9030	\$0.00	

Bronx

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	35,000	\$2.8607	\$0.00	Sprague

Broome

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	796,297	\$2.9615	\$0.05	Mirabito Holdings
Gas Mid	3,000	\$3.1367	\$0.05	

Cattaraugus

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	485,657	\$2.8022	\$0.00	NOCO Energy
Gas Mid	55,000	\$2.9024	\$0.00	

AWARDS BY COUNTY: (Cont'd)

Cattaraugus (After December 19, 2015)

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	485,657	\$2.8002	\$0.00	NOCO Energy
Gas Mid	55,000	\$2.9004	\$0.00	

Cayuga

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	121,835	\$2.8928	\$0.00	Superior Plus

Chautauqua

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	490,731	\$2.8022	\$0.00	NOCO Energy
Gas Mid	11,000	\$2.9024	\$0.00	

Chautauqua (After December 19, 2015)

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	490,731	\$2.8002	\$0.00	NOCO Energy
Gas Mid	11,000	\$2.9004	\$0.00	

Chemung

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	199,781	\$2.9728	\$0.00	Superior Plus
Gas Mid	42,500	\$3.0480	\$0.00	
Gas Premium	29,000	\$3.1608	\$0.00	

Chenango

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	94,041	\$3.0690	\$0.05	Mirabito Holdings
Flex Fuel (E85)	15,000	NO AWARD		

## AWARDS BY COUNTY: (Cont'd)

Clinton

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	266,785	\$2.9700	\$0.12	MX Petroleum
Gas Mid	40,000	\$3.0500	\$0.12	

Clinton (After December 19, 2015)

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	266,785	\$2.9675	\$0.12	MX Petroleum
Gas Mid	40,000	\$3.0475	\$0.12	

Columbia*Current*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	132,802	\$2.8843	\$0.00	Main Brothers
Flex Fuel (E85)	20,000	\$2.4670	\$0.00	

*Effective December 19, 2016*

Gas Reg	132,802	\$2.8823	\$0.00	Main Brothers
Flex Fuel (E85)	20,000	\$2.4650	\$0.00	

Cortland

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	67,975	\$2.9728	\$0.00	Superior Plus
Gas Premium	5,000	\$3.1608	\$0.00	

Delaware

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	257,053	\$3.0468	\$0.05	Mirabito Holdings

**Dutchess***Original Award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	492,399	\$ 2.8917	\$0.00	Global Montello
Gas Mid	2,500	\$ 2.9805	\$0.00	
OPRG (E) Gas Mid	5,000	\$ 2.9722	\$0.00	
OPRG (E) Gas PR	42,000	\$ 3.1163	\$0.00	
Flex Fuel (E-85)	10,000	\$ 2.8152	\$0.00	
OPRG ( E) Gas RE	321,658	\$ 2.9467	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	492,399	\$ 2.8867	\$0.00	Global Montello
Gas Mid	2,500	\$ 2.9755	\$0.00	
OPRG (E) Gas Mid	5,000	\$ 2.9672	\$0.00	
OPRG (E) Gas PR	42,000	\$ 3.1113	\$0.00	
Flex Fuel (E-85)	10,000	\$ 2.8102	\$0.00	
OPRG ( E) Gas RE	321,658	\$ 2.9417	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	492,399	\$2.8852	\$0.00	Global Montello
Gas Mid	2,500	\$2.9740	\$0.00	
<i>Gas Premium*</i>	3,000	\$2.4140	\$0.00	
OPRG (E) Gas Mid	5,000	\$2.9657	\$0.00	
OPRG (E) Gas PR	42,000	\$3.1098	\$0.00	
Flex Fuel (E-85)	10,000	\$2.8087	\$0.00	
OPRG ( E) Gas RE	321,658	\$2.9402	\$0.00	

*\*Item was offered via IFB 22951, however contract number PC66690 has been amended to include this item on this award.*

**Erie**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,809,855	\$2.7702	\$ 0.01	NOCO Energy
Gas Mid	94,000	\$2.8654	\$ 0.01	
Flex Fuel (E-85)	20,000	\$3.0429	\$ 0.00	
Gas Premium	132,000	\$2.9782	\$ 0.01	

**Erie (After December 19, 2015)**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,809,855	\$2.7682	\$ 0.01	NOCO Energy
Gas Mid	94,000	\$2.8634	\$ 0.01	
Flex Fuel (E-85)	20,000	\$3.0409	\$ 0.00	
Gas Premium	132,000	\$2.9762	\$ 0.01	

## AWARDS BY COUNTY: (Cont'd)

Essex

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	108,065	\$2.9378	\$ 0.00	Superior Plus
Gas Mid	161,000	\$3.0130	\$ 0.00	

Franklin

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	249,335	\$2.9480	\$0.12	MX Petroleum

Franklin (After December 19, 2015)

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	249,335	\$2.9465	\$0.12	MX Petroleum

Fulton

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	13,100	\$3.0028	\$0.00	Superior Plus
Gas Mid	14,000	\$3.0780	\$0.00	

Genesee

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	95,121	\$2.8478	\$0.00	Superior Plus

Greene*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	155,588	\$2.8490	\$0.00	Global Montello
Gas Premium	2,200	\$3.0202	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	155,588	\$2.8440	\$0.00	Global Montello
Gas Premium	2,200	\$3.0152	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	155,588	\$2.8425	\$0.00	Global Montello
Gas Premium	2,200	\$3.0137	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Hamilton

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
NO AWARD				

Herkimer

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	154,437	\$2.9978	\$0.00	Superior Plus
Gas Mid	2,000	\$3.0730	\$0.00	
Gas Premium	19,500	\$3.1858	\$0.00	

Jefferson

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	417,982	\$2.9628	\$0.00	Superior Plus
Gas Mid	10,000	\$3.0380	\$0.00	

Kings

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	19,000	\$2.9417	\$0.00	Sprague
OPRG (E) Gas RE	120,000	\$2.8562	\$0.00	

Lewis

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	121,750	\$3.0428	\$0.00	Superior Plus

Livingston

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	196,202	\$2.8178	\$0.00	Superior Plus
Gas Mid	186,000	\$2.9330	\$0.00	
Gas Premium	1,480	\$3.0458	\$0.00	

Madison

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	141,747	\$2.9228	\$0.00	Superior Plus
Gas Mid	40,000	\$2.9980	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Monroe

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,991,742	\$2.7778	\$0.00	Superior Plus
Gas Mid	473,000	\$2.8880	\$0.00	
Flex Fuel (E-85)	12,000	\$2.5955	\$0.00	
Gas Premium	133,000	\$3.0008	\$0.00	

Montgomery*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	121,165	\$2.8785	\$0.00	Global Montello
Gas Mid	17,000	\$2.9375	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	121,165	\$2.8735	\$0.00	Global Montello
Gas Mid	17,000	\$2.9325	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	121,165	\$2.8720	\$0.00	Global Montello
Gas Mid	17,000	\$2.9310	\$0.00	

Nassau

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas RE	1,153,429	\$2.8041	\$0.00	Sprague
OPRG (E) Gas Mid	122,300	\$2.8888	\$0.00	
OPRG (E) Gas PR	399,000	\$2.8946	\$0.00	

New York

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	27,000	\$2.9419	\$0.00	Sprague

Niagara

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	488,287	\$2.7722	\$0.00	NOCO Energy
Gas Mid	23,000	\$2.8674	\$0.00	
Gas Premium	10,300	\$2.9802	\$0.00	

AWARDS BY COUNTY: (Cont'd)

Niagara (Cont'd)

Effective December 19, 2015

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	488,287	\$2.7702	\$0.00	NOCO Energy
Gas Mid	23,000	\$2.8654	\$0.00	
Gas Premium	10,300	\$2.9782	\$0.00	

Oneida

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	597,162	\$2.8628	\$0.00	Superior Plus
Gas Mid	60,400	\$2.9380	\$0.00	
Flex Fuel (E-85)	3,400	\$2.7655	\$0.00	

Onondaga

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	418,420	\$2.8028	\$0.00	Superior Plus
Flex Fuel (E-85)	15,000	\$2.7655	\$0.00	

Ontario

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,455,107	\$2.8322	\$ 0.01	NOCO Energy
Gas Mid	56,000	\$2.9674	\$0.00	
Gas Premium	25,000	\$3.1493	\$0.00	

Effective December 19, 2015

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	1,455,107	\$2.8302	\$ 0.01	NOCO Energy
Gas Mid	56,000	\$2.9654	\$0.00	
Gas Premium	25,000	\$3.1473	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Orange  
*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	40,000	\$2.8152	\$0.00	Global Montello
OPRG (E) Gas Mid	73,000	\$2.9988	\$0.00	
OPRG (E) Gas PR	97,000	\$3.1163	\$0.00	
OPRG (E) Gas RE	856,565	\$2.8667	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	40,000	\$2.8102	\$0.00	Global Montello
OPRG (E) Gas Mid	73,000	\$2.9938	\$0.00	
OPRG (E) Gas PR	97,000	\$3.1113	\$0.00	
OPRG (E) Gas RE	856,565	\$2.8617	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	40,000	\$2.8087	\$0.00	Global Montello
OPRG (E) Gas Mid	73,000	\$2.9923	\$0.00	
OPRG (E) Gas PR	97,000	\$3.1098	\$0.00	
OPRG (E) Gas RE	856,565	\$2.8602	\$0.00	

Orleans

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	266,964	\$2.8022	\$0.00	NOCO Energy
Gas Mid	12,000	\$2.9624	\$0.00	
Gas Premium	6,000	\$3.1302	\$0.00	

*After December 19, 2015*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	266,964	\$2.8002	\$0.00	NOCO Energy
Gas Mid	12,000	\$2.9604	\$0.00	
Gas Premium	6,000	\$3.1282	\$0.00	

Oswego

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	203,880	\$2.9628	\$0.00	Superior Plus
Gas Mid	55,000	\$3.0380	\$0.00	
Flex Fuel (E-85)	9,750	\$2.7655	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Otsego

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	246,038	\$3.0598	\$0.05	Mirabito Holdings

Putnam*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	20,000	\$3.0063	\$0.00	Global Montello
OPRG (E) Gas RE	149,610	\$2.8567	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas Mid*	10,400	\$2.1666	\$0.00	Global Montello
OPRG (E) Gas PR	20,000	\$3.0013	\$0.00	
OPRG (E) Gas RE	149,610	\$2.8517	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas Mid*	10,400	\$2.1651	\$0.00	Global Montello
OPRG (E) Gas PR	20,000	\$2.9998	\$0.00	
OPRG (E) Gas RE	149,610	\$2.8502	\$0.00	

\* Item was offered via IFB 22951, however contract number PC66690 has been amended to include this item on this award.

Queens

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas Mid	13,500	\$2.9227	\$0.00	Sprague
OPRG (E) Gas PR	35,000	\$2.9335	\$0.00	
OPRG (E) Gas RE	100,000	\$2.8480	\$0.00	

Rensselaer*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	270,817	\$2.8015	\$0.00	Global Montello
Gas Mid	23,000	\$2.9155	\$0.00	
Flex Fuel (E-85)	11,000	\$2.8212	\$0.00	
Gas Premium	450,000	\$3.0177	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	270,817	\$2.7965	\$0.00	Global Montello
Gas Mid	23,000	\$2.9105	\$0.00	
Flex Fuel (E-85)	11,000	\$2.8162	\$0.00	
Gas Premium	450,000	\$3.0127	\$0.00	

**Rensselaer (Cont'd)***Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	270,817	\$2.7950	\$0.00	Global Montello
Gas Mid	23,000	\$2.9090	\$0.00	
Flex Fuel (E-85)	11,000	\$2.8147	\$0.00	
Gas Premium	450,000	\$3.0112	\$0.00	

**Rockland***Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	148,035	\$3.0013	\$0.00	Global Montello
OPRG (E) Gas RE	1,006,040	\$2.8417	\$0.00	
OPRG ( E) Gas Mid	70,000	\$2.8938	\$0.00	
Flex Fuel (E-85)	12,000	\$2.7152	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	148,035	\$2.9963	\$0.00	Global Montello
OPRG (E) Gas RE	1,006,040	\$2.8367	\$0.00	
OPRG ( E) Gas Mid	70,000	\$2.8888	\$0.00	
Flex Fuel (E-85)	12,000	\$2.7102	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Gas PR	148,035	\$2.9948	\$0.00	Global Montello
OPRG (E) Gas RE	1,006,040	\$2.8352	\$0.00	
OPRG ( E) Gas Mid	70,000	\$2.8873	\$0.00	
Flex Fuel (E-85)	12,000	\$2.7087	\$0.00	

**St Lawrence**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	232,926	\$2.9928	\$0.00	Superior Plus
Flex Fuel (E-85)	9,700	\$2.7955	\$0.00	

**Saratoga***Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	603,209	\$2.8120	\$0.00	Global Montello
Gas Mid	122,200	\$2.9410	\$0.00	
Gas Premium	25,000	\$3.0532	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	603,209	\$2.8070	\$0.00	Global Montello
Gas Mid	122,200	\$2.9360	\$0.00	
Gas Premium	25,000	\$3.0482	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	603,209	\$2.8055	\$0.00	Global Montello
Gas Mid	122,200	\$2.9345	\$0.00	
Gas Premium	25,000	\$3.0467	\$0.00	

**Schenectady**  
*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	419,172	\$2.8070	\$0.00	Global Montello
Gas Mid	101,000	\$2.9010	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	419,172	\$2.8020	\$0.00	Global Montello
Gas Mid	101,000	\$2.8960	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	419,172	\$2.8005	\$0.00	Global Montello
Gas Mid	101,000	\$2.8945	\$0.00	

**Schoharie**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	80,188	\$2.9054	\$0.00	Main Brothers

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	80,188	\$2.9028	\$0.00	Main Brothers

**Schuyler**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	108,922	\$3.0028	\$0.00	Superior Plus

**Seneca**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	98,877	\$2.9578	\$0.00	Superior Plus
Gas Mid	110,000	\$3.0330	\$0.00	
Flex Fuel (E-85)	1,000	\$2.7655	\$0.00	
Gas Premium	1,600	\$3.1458	\$0.00	

**Steuben**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	233,671	\$2.9728	\$0.00	Superior Plus
Gas Mid	310,108	\$3.0480	\$0.00	
Gas Premium	5,000	\$3.1608	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Suffolk

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	78,000	\$3.0528	\$0.00	Sprague
OPRG (E) Gas RE	4,680,208	\$2.8089	\$0.00	
OPRG (E) Gas PR	612,604	\$2.8944	\$0.00	
OPRG ( E) Gas Mid	145,000	\$2.8836	\$0.00	

Sullivan

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	291,409	\$2.8692	\$0.00	Ultra Power

Sullivan (After December 19, 2015)

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	291,409	\$2.8667	\$0.00	Ultra Power

Tioga

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	51,696	\$3.0128	\$0.00	Superior Plus
Gas Mid	6,000	\$3.0880	\$0.00	

Tompkins

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	412,570	\$2.9678	\$0.00	Superior Plus
Gas Mid	10,500	\$3.0430	\$0.00	

Ulster*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	353,520	\$2.8615	\$0.00	Global Montello
Gas Mid	63,000	\$2.9405	\$0.00	
Gas Premium	81,000	\$3.0527	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	353,520	\$2.8565	\$0.00	Global Montello
Gas Mid	63,000	\$2.9355	\$0.00	
Gas Premium	81,000	\$3.0477	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	353,520	\$2.8550	\$0.00	Global Montello
Gas Mid	63,000	\$2.9340	\$0.00	
Gas Premium	81,000	\$3.0462	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

Warren  
*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	458,023	\$2.8510	\$0.00	Global Montello
Gas Mid	34,000	\$2.9500	\$0.00	
Gas Premium	37,500	\$3.0622	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	458,023	\$2.8460	\$0.00	Global Montello
Gas Mid	34,000	\$2.9450	\$0.00	
Gas Premium	37,500	\$3.0572	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	458,023	\$2.8445	\$0.00	Global Montello
Gas Mid	34,000	\$2.9435	\$0.00	
Gas Premium	37,500	\$3.0557	\$0.00	

Washington*Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	395,941	\$2.8630	\$0.00	Global Montello
Gas Mid	6,500	\$2.9770	\$0.00	
Gas Premium	3,000	\$3.0892	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	395,941	\$2.8580	\$0.00	Global Montello
Gas Mid	6,500	\$2.9720	\$0.00	
Gas Premium	3,000	\$3.0842	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	395,941	\$2.8565	\$0.00	Global Montello
Gas Mid	6,500	\$2.9705	\$0.00	
Gas Premium	3,000	\$3.0827	\$0.00	

Wayne

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	307,955	\$2.9028	\$0.00	Superior Plus
Gas Mid	92,200	\$2.9780	\$0.00	

## AWARDS BY COUNTY: (Cont'd)

**Westchester***Original award*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	108,579	\$2.6102	\$0.00	Global Montello
OPRG(E) Gas Mid	321,000	\$2.8888	\$0.00	
OPRG(E) Gas PR	875,900	\$2.9863	\$0.00	
OPRG(E) Gas RE	2,451,774	\$2.8292	\$0.00	

*Effective December 19, 2015 thru December 18, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	108,579	\$2.6052	\$0.00	Global Montello
OPRG(E) Gas Mid	321,000	\$2.8838	\$0.00	
OPRG(E) Gas PR	875,900	\$2.9813	\$0.00	
OPRG(E) Gas RE	2,451,774	\$2.8242	\$0.00	

*Effective December 19, 2016*

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E-85)	108,579	\$2.6037	\$0.00	Global Montello
OPRG(E) Gas Mid	321,000	\$2.8823	\$0.00	
OPRG(E) Gas PR	875,900	\$2.9798	\$0.00	
OPRG(E) Gas RE	2,451,774	\$2.8227	\$0.00	

**Wyoming**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	80,437	\$2.8122	\$0.00	NOCO Energy

**Wyoming (After December 19, 2015)**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	80,437	\$2.8102	\$0.00	NOCO Energy

**Yates**

Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Gas Reg	75,351	\$3.0128	\$0.00	Superior Plus
Gas Mid	1,000	\$3.0880	\$0.00	

TRADE NAME OF GASOLINE AND E-85

Contractor	Trade Name
Global Montello Group Corp.	Phillips66, BP, Hess
Main Brothers Oil Co., Inc. (d/b/a Main Care Energy)	Sprague
Mirabito Holdings, Inc. (d/b/a Mirabito Energy Products)	Citgo Petroleum
MX Petroleum Corp.	Valero
NOCO Energy Corp.	
Sprague Operating Resources LLC	Sprague
Superior Plus Energy Services Inc. (d/b/a Griffith Energy)	E-85: Eco-Energy
Ultra Power Corp	Citgo Petroleum, Gulf Oil, Global Oil, Valero Inc.

GUARANTEED DELIVERY

Contractor	Guaranteed Delivery (Days A/R/O)
Global Montello Group Corp.	2
Main Brothers Oil Co., Inc. (d/b/a Main Care Energy)	2
Mirabito Holdings, Inc. (d/b/a Mirabito Energy Products)	1.5
MX Petroleum Corp.	1
NOCO Energy Corp.	1 – 1.5
Sprague Operating Resources LLC	2
Superior Plus Energy Services Inc. (d/b/a Griffith Energy)	2
Ultra Power Corp	2

## EMERGENCY DELIVERY PROVISION:

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

## GLOBAL MONTELLO GROUP CORP.

Terminal Address	Contact Person(s)	Title	Contact Info
New York Harbor	Dispatch Department	Dispatch Personnel	1-800-826-5686 Fax #: (617) 660-1141 Cell: (781) 398-4206 Email: oildelivery@globalp.com
	<b>Backup Contact Person(s)</b>	<b>Title</b>	<b>Contact Info</b>
	Curtis LeColst	Dispatch Manager	781-398-4206 Email: clecolst@globalp.com

## MAIN BROTHERS OIL CO. INC. D/B/A MAIN CARE ENERGY

Terminal Address	Contact Person(s)	Title	Contact Info
New Jersey	David Borger	Operations Manager	(518) 438-7586 Fax #: (518) 438-5991 Email: dborger@mincareenergy.com

## MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS

Terminal Address	Contact Person(s)	Title	Contact Info
Lake Charles, LA	Matt Meehan	VP Home Comfort Division	(607) 352-2888 Fax #: (607) 584-5133 Email: matt.meehan@mirabito.com

## MX PETROLEUM CORP.

Terminal Address	Contact Person(s)	Title	Contact Info
Quebec, Canada	John Baird	VP	(315) 769-9500 Fax #: (315) 764-9934 Cell: (613) 330-2475 Email: j.baird@mxfuels.com

## EMERGENCY DELIVERY PROVISION: (Cont'd)

## NOCO ENERGY CORP.

Terminal Address	Contact Person(s)	Title	Contact Info
Pennsylvania Ontario, Canada	Kevin Galas	Manager of Fleet Operations	(716) 504-3308 Fax #: (716) 504-3300 Cell: (716) 435-7309 Email: Kgalas@NOCO.com
	Marianne McPherson	Fuel Dispatching Supervisor	(716) 504-3311 Fax #: (716) 504-3300 Cell: (716) 695-5599 Email: McPherson@NOCO.com

## SPRAGUE OPERATING RESOURCES LLC

Terminal Address	Contact Person(s)	Title	Contact Info
Various	Burr J. Mosher III	Director	914-328-6726 Fax #: (914) 328-6711 Email: bmosher@spragueenergy.com
	Barry Panicola	Director	(516) 622-7091 Fax #: (516) 371-3989 Email: bpanicola@spragueenergy.com

## SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY

Terminal Address	Contact Person(s)	Title	Contact Info
Canada Pennsylvania Delaware	Teri Payne	Marketing Manager	1-800-724-2552 Fax #: 877-776-9358 Cell: 1-800-955-5992 Email: tpayne@griffithenergy.com

## ULTRA POWER CORP.

Terminal Address	Contact Person(s)	Title	Contact Info
	Peggy Galligan Laura Mure	Dispatchers	(845) 794-4200 Fax #: (845) 794-5666 Email: upc@bestweb.net

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT 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 THE NEW YORK STATE PROCUREMENT.

**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:**

The New York State Procurement 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).

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:**

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

**DISPUTE RESOLUTION POLICY**

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations, contract awards and contract administration. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services's Dispute Resolution Procedures for Vendors may be obtained through the OGS website (<http://ogs.ny.gov/BU/PC/BizInfo.asp>), (click on Dispute Resolution Procedures).

**PRICE**

Prices quoted are net per gallon, F.O.B. agency storage tanks, including all applicable customs, duties, taxes, including LUST, license fees and surcharges, and as designated by the ordering Authorized User.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated on the cover of this award.

Any special allowances should not be included in the bid price as they cannot be considered in evaluating bids. However, if the bidder 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 under similar contractual terms and conditions.

Prices shall be firm except that price revisions shall be permitted in accordance with the PRICE REVISIONS clause 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 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.

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**"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 prices shall include all applicable customs, duties, taxes, license fees and surcharges at stated in Appendix B under section 11.

**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 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 scheduled price revision.

The price for gasoline 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 contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes that the Contractor is required to pay or bear the burden of or does not obtain a refund of through the Contractor's fault or negligence.

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 gasoline.

#### PRICE REVISIONS

Bid prices shall be firm except that price revisions will be permitted in accordance with the following procedure:

Revisions to the original contract price shall be based on prices published in the OIL PRICE INFORMATION SERVICE (OPIS) under the heading In Cash Markets, weekly average Spot report under "Linden Weekly Average" for all types of conventional unleaded gasoline, "N.Y. Harbor Spot Barge Weekly Average" for RBOB and Pre RBOB, and Ethanol Spot Market Prices (New York) for ethanol.

The weekly average of the daily high and low prices shown in the publication for each of the three conventional unleaded gasoline fuel types, RBOB, PreRBOB and Ethanol will be used to compute price revisions during the contract period. Procurement Services will compute any price revisions by determining the difference between the weekly average of the daily high and low prices (base prices) for the "N.Y. Harbor Spot Barge Weekly Average" published on August 18, 2014 and the weekly average of the daily high and low prices for both the "Linden Weekly Average" (for conventional unleaded gasoline) and "N.Y. Harbor Spot Barge Weekly Average" (for RBOB and Pre RBOB) published on Monday every week during the contract period beginning with the publication on December 22, 2014 or the publication immediately following the start date of the contract, whichever occurs first. This differential (adjustment) + or - will be added to the base bid prices. Applicable price changes will be effective as of the start of business on the Friday immediately preceding the day of publication. Generally, the weekly average published in OPIS represents a 5-day average of high and low prices; however, as holidays occur which would eliminate a given daily range of prices, the weekly average may represent less than a 5-day average. Regardless of the number of days represented in the weekly average, the published weekly average will be utilized as the basis for price revisions. Final price shall be calculated by applying the above stated price revision to the base bid price.

The State reserves the right to change to a daily, bi-weekly or monthly schedule in price revisions if the market conditions so warrant.

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

Corrections to posted prices previously published will be considered when caused by a typographical or clerical error on the part of said publisher.

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

- (1) Price increases are limited to changes in pre-selected postings as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of where such cost increases are attributable, will not be allowed during the contract period.
- (2) Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State or result in prices which are not truly reflective of current market conditions and are deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part it shall immediately notify the State of such in order that the State may take appropriate action. Such notification shall be in writing and shall be addressed to the Office of General Services, Procurement Services.
- (3) The federal government has determined that gasoline sold in certain counties: Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester [in the New York City Consolidated Metropolitan Statistical Area (CMSA)], and Dutchess County as an "opt-in," are subject to regulations mandating the use of OPRG(E) gasoline year round. Recognizing that pricing differentials occur on a regular basis, the State will incorporate the following methodology in the determination of the weekly price revision.

**EXAMPLE: METHODOLOGY FOR RBOB AND ETHANOL ADJUSTMENTS (OPRG(E) UNLEADED FUEL TYPES)**

Posted Date: August 18, 2014

$$\begin{aligned} \text{RBOB x .90 + Ethanol x .10} &= \text{Blended Average} \\ (2.7620 \times .90) + (2.2650 \times .10) &= \text{Blended Average} \\ 2.4858 + .2265 &= 2.7123 \end{aligned}$$

Posted Date: (Hypothetical) December 22, 2014

$$\begin{aligned} \text{RBOB x .90 + Ethanol x .10} &= \text{Blended Average} \\ (2.7820 \times .90) + (2.9063 \times .10) &= \text{Blended Average} \\ 2.9650 + .2906 &= 3.2556 \end{aligned}$$

**ADJUSTMENT CALCULATION**

$$\begin{aligned} \text{December 22, 2014 Blended Average} &\pm \text{August 4, 2014 Base Blended Average} = \\ \text{Adjustment} \\ 3.2556 - 2.7123 &= +.5433* \end{aligned}$$

\*This figure being a positive number will be added to the base bid price. If the figure is a negative number it would be subtracted from the base bid price. For the OGS web based posted pricing this adjustment will be added or subtracted to the base bid price.

**NOTE: All figures are truncated to four (4) decimal places in dollars.**

**EXAMPLE: METHODOLOGY FOR E-85 ADJUSTMENTS**

Posted Date: August 18, 2014

$$\begin{aligned} \text{RBOB x .15 + Ethanol x .85} &= \text{Blended Average} \\ (2.7620 \times .15) + (2.2650 \times .85) &= \text{Blended Average} \\ .4143 + 1.9252 &= 2.3395 \end{aligned}$$

Posted Date: (Hypothetical) December 22, 2014  
RBOB x .15 + Ethanol x .85 = Blended Average  
(3.2944 x .15) + (2.9063 x .85) = Blended Average  
.4942 + 2.4704 = 2.9646

#### ADJUSTMENT CALCULATION

December 22, 2014 Blended Average ± August 18, 2014 Base Blended Average = Adjustment  
2.9646 – 2.3425 = +.6221\*

\*This figure being a positive number will be added to the base bid price. If the figure is a negative number it would be subtracted from the base bid price. For the OGS web based posted pricing this adjustment will be added or subtracted to the base bid price.

**NOTE: All figures are truncated to four (4) decimal places in dollars.**

#### METHOD OF PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B – 49. Contract Invoicing

#### BILLING/ORDERING SYSTEMS

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

#### NEW ACCOUNTS

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

#### EXTENSION OF USE

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting 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.

#### 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, §39, *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 Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Customer Services at 518-474-6717.

## DELIVERY

After receipt of a purchase order from an Authorized User, delivery shall be expressed by Contractor in number of calendar days required to make delivery. Product is required as soon as possible. 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 in the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS NYS Procurement. Upon mutual agreement, delivery locations may be expanded per the *Extension of Use* clause herein.

## ESTIMATED QUANTITIES

All dollar values and/or quantities quoted are based on the Authorized User's estimated use for a 12 month volume. The estimates by Fuel Type and County are specified in Attachment 1 – Price Pages. The filed requirements by Authorized User are detailed in Delivery Schedules which are available upon request.

By providing an estimate to OGS, the Authorized User has agreed to purchase all of the Authorized User's needed and required bulk delivery gasoline and E-85 under this Contract for the duration of the Contract period. However, each Contract shall be for the quantities or dollar values actually ordered during the Contract period. The individual value of each Contract is indeterminate. OGS makes no guarantee as to how much fuel will actually be ordered and/or delivered. See Appendix B, OGS General Specifications, § 30, *Estimated/Specific Quantity Contracts* and § 27, *Participation in Centralized Contracts*.

## DELIVERY SCHEDULES

In accordance with the "*Non-State Agencies Participation in Centralized Contracts*" and "*Extension of Use*" clauses herein, this Contract is extended to local governments, political subdivisions and others authorized by law as well as State agencies. The Delivery Schedules (based on Requirement Letter RL181) are available as a guide to indicate proposed delivery points and estimated annual requirements. Delivery Schedules may be revised or clarified as necessary. Any specific questions regarding the site conditions should be directed to the end-user at the telephone number shown on the Delivery Schedule. The Delivery Schedules are available upon request.

Contractors shall be obligated to deliver under the Contract to any State agency which places a purchase order under the 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 opening shall be eligible to receive deliveries at Contractor's option only, upon placement of a valid purchase order to the Contractor's address as indicated in the award.

Contracts created by OGS in response to receipt of Filed Requirements are considered to be binding. At Contractor's request, Contractor will be advised in writing regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear on the Delivery Schedule

## SHIPPING CHARGES

Prices bid for all Lots and Regions shall include all customs duties and charges for delivery, and be net F.O.B. destination for delivery to any location designated by the Authorized User within a given County or Region in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the Extension of Use clause herein.

## CONTRACT PERIOD AND RENEWALS

This Contract shall commence after receipt of all necessary approvals, and shall become effective upon mailing of a final executed Contract by OGS in accordance with Appendix B § 26(i), *Contract Creation/Execution*. The Contract shall be in effect for a term of one (1) year.

If mutually agreed between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to two (2) additional one (1) year periods.

In the event a replacement contract has not been issued, this Contract may be extended unilaterally by the State for an additional period of up to three months upon notice to the Contractor, with the same terms and conditions as the original Contract, including but not limited to prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to six months in lieu of three months. However, this extension terminates should the replacement contract be issued in the interim.

Authorized Users may engage the Contractor for services pursuant to this Contract at any time during the term of the Contract. If at any time the Contract is cancelled, terminated or expires, the Contractor has the affirmative obligation to extend appropriate and reasonable cooperation to assure the orderly transition of Contract services to the subsequent contractor.

#### SHORT TERM EXTENSION

In the event a replacement contract has not been issued, this Contract may be extended unilaterally by the State for an additional period of up to three months upon notice to the Contractor with the same terms and conditions as the original Contract including but not limited to prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to six months in lieu of three months. However, this extension terminates should the replacement contract be issued in the interim.

#### GUARANTEE

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under the 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. Fuel spills of any size shall be immediately reported to the agency 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.

#### EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to a contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

In any emergency, Contractor shall be prepared to provide continuous twenty-four hour service as directed by the State. For the purpose of maintaining necessary communications and services, Contractor has designated a primary and, if available, a secondary contact person or title. The Contractor guarantees that the persons so designated will be available throughout the emergency.

#### ENGINEERING SERVICE

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's fuel in State equipment. This engineering service will include but not be limited to fuel related engine problems in the Authorized User's equipment.

**FILL AND VENT REQUIREMENTS/VAPOR RECOVERY SYSTEMS**

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.

The purchaser shall be responsible for having the proper fuel transfer vapor recovery system(s) operating on their storage tank in accordance with 6NYCRR Subpart 230. The transfers include delivery tank(er) to purchaser storage tank (Stage I) and purchaser storage tank to vehicle tank (Stage II) systems.

The Contractor shall properly use and operate fuel vapor recovery system and equipment whenever it is present on a purchaser's tank. The Contractor must utilize the equipment if present regardless of whether regulations required it due to location and throughput thresholds.

NYSDOT supports the collection of vapors during transfer to prevent emissions and the use of controls whenever present. The Fire Code of New York State at Section 2205.1.3 requires that where tanks are equipped with any type of vapor recovery system, all connections required for the safe and proper functioning of the particular vapor recovery process shall be made.

**PETROLEUM TRANSFER REQUIREMENTS**

It is the responsibility of the Contractor to conduct deliveries in accordance with petroleum bulk storage (PBS) regulations including but not limited to 6 NYCRR part 613.3 a. An additional clarification is needed to specifically note that this will require compliance with unloading/loading provisions of the U.S. Hazardous Material Transportation Standards at 49 CFR part 177.843 as well as the obligation to report spills to the NYSDEC spills hotline and other provisions of the PBS regulation.

The requirements of 49 CFR Part 177.843 specify that the transporter must ensure that the cargo tank truck is attended at all times during unloading by a "qualified person." A person is "qualified" if he/she has been made aware of the nature of the hazardous material which is to be loaded or unloaded, he/she has been instructed on the procedures to be followed in emergencies, he/she is authorized to move the tank truck, and has the means to do so. The transporter qualified person is considered to be attending the unloading operations if, throughout the process, he/she is alert and is within 25 feet of the tank truck and must have an unobstructed view of the tank truck and delivery hose to the maximum extent practicable during the unloading operation.

NOTE: Bidder's delivery trucks WILL BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and Number of Gallons Delivered. Agencies may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.

Supplementing Articles 33 and 34 of Appendix B, General Specifications for Procurement Contracts, orders will call for delivery within a specified number of days after date of order. As much time as possible will be allowed the Contractor (with consideration for the stipulated guaranteed delivery) for making deliveries; however, the Contractor shall be in a position to make bulk deliveries within 24 hours after receipt of order, especially in emergency situations.

Normal deliveries are considered to be Monday through Friday. Saturday/Sunday deliveries are to be made on an emergency basis (and not a regular basis) ONLY.

Contractor's fuel delivery trucks will be equipped with tight fill connections for those facilities with compatible appurtenances. On any tanks installed through the OGS Tank Modification Program, a 2 inch dry disconnect female fitting shall be required for the Contractor to connect to the fill port.

Deliveries will be made in accordance with petroleum bulk storage regulations including but not limited to 6 NYCRR Part 613.3a or latest revisions thereof.

Agencies shall be responsible to insure that tanks are accessible by the Contractor, and it is strongly advised that an agency representative be present during the delivery.

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 are responsible for the implementation of monitoring programs to insure compliance by gasoline suppliers with the specification requirements as outlined herein and in CL-782 dated March 29, 2013.

#### MINIMUM ORDER SIZE

Minimum delivery shall be not less than 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule.

Purchases of less than the minimum order size qualify for contract pricing at Contractor's discretion, including tank top-offs for tank testing. However, in no case shall pricing exceed Contractor's normal retail pricing for purchase of less than 500 gallons, regardless of delivery circumstances.

#### AUTOMATIC REPLENISHMENT

After having received a written request from the purchaser for "automatic replenishment" the Contractor will comply at its option and shall notify agency accordingly.

#### UNANTICIPATED EXCESSIVE PURCHASE:

The State reserves the right to negotiate lower pricing, or to advertise for bids any unanticipated excessive purchase. For purposes of this Contract, an "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than \$50,000.

#### TOPPING OFF TANKS

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

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

#### CONVENTIONAL GASOLINE:

Shall be any gasoline which has not been certified under 40 CFR, section 80.40.

#### NOTE: MAY CONTAIN UP TO 10% ETHANOL

#### E-85:

A blend of 85% ethanol and 15% conventional regular unleaded gasoline by volume.

#### OXYGENATED REFORMULATED GASOLINE OPRG(E):

shall be a blend consisting of gasoline-alcohol, in a reformulated gasoline which is intended for use in an Oxygenated fuels Program Reformulated Gasoline control area during a program control period (i.e., 6NYCRR225.-3.4, Table 1 on page 140.2m CN 8-31-93, or latest revision thereof).

#### OCTANE REQUIREMENTS – UNLEADED FORMULA [CONVENTIONAL, OPRG(E) & E-85 TYPES]

The Octanes specified herein shall be provided throughout the calendar year regardless of monthly climate changes and shall be determined by: (RON + MON)/2

Engine grade/application requirement	MON(minimum)	(RON + MON)/2 (minimum)
Regular grade unleaded gasoline (REG)	82	87
Mid-range grade unleaded gasoline (MID)	82	89
Premium grade unleaded gasoline (PREM)	82	91
E-85		96

## GASOLINE VOLATILITY CLASS [CONVENTIONAL &amp; OPRG(E) TYPES]

All gasoline shall comply with Federal regulation, U.S. EPA, Clean Air Act (CAA) - 1990, Title 40 of Code of Federal Regulations (40CFR) and New York State regulations [6NYCRR, Subpart 225-3.3] for Reid Vapor Pressure and Volatility Class [as defined under ASTM D4814-11b, Tables 1 & 2 and Seasonal Volatility Classes, as per Table 4], or latest amendment thereof, at its seasonal time of delivery.

## REQUIREMENTS – GASOLINE, UNLEADED FORMULA [CONVENTIONAL &amp; OPRG(E) TYPES]

All fuel supplied under this Contract shall be provided in full accordance with New York Code of Rules and Regulations (NYCRR), Title 6 Environmental Conservation Law, Chapter III Air Resources, Subchapter A, Part 225, (Statutory Authority: New York State Law, Article 19, Title 3, Section 19-0301, NYS Dept. of Environmental Conservation); Ag. & Mrkts., 1NYCRR, Part 224; and meet/exceed the requirements of Title 40 of the Code of Federal Regulations (40 CFR) sections 40CFR52 through 40CFR86. **This requirement includes the providing of appropriate records at the time of gasoline delivery.**

Contractors must keep all records pertaining to this Contract, including delivery tickets, purchase orders etc., for the year of the transaction and for six years thereafter. Vendors must also provide a copy of the written certifications to the agency representative at the time of order or purchase for Reid Vapor pressure, fuel content. Volatility classes as defined under ASTM-D4814-11b, Tables 1, 2, and 4, or latest revision thereof, and quality, etc. which they must receive from their refiner or distributor pursuant to 1 NYCRR Part 224.

## LIMITS – UNLEADED GASOLINE (ALL TYPES)

The maximum ethanol content shall be ten (10%) percent by volume [equivalent to three and seven tenths (3.7%) percent oxygen by weight]. To be considered for a one (1 psi) pound per square inch increase in Reid vapor pressure, the gasoline/s must have a nine (9%) to ten (10%) percent ethanol content by volume and the Contractor must provide copies of the State, NYS/DEC, approval/s when the State's requirement is stricter.

## GENERAL REQUIREMENTS – UNLEADED GASOLINE [OPRG(E)]

OPRG(E) gasolines shall be manufactured by EPA registered producer or supplied via a registered importer. Additionally, all OPRG(E) gasoline supplied under this Contract shall be certified under 40 CFR section 80.40 to meet the standards and requirements prescribed within section 80.41. Additive packages for OPRG(E) gasoline shall comply with the standards and be certified on a standalone basis.

Contractor shall provide documentation confirming registration and certification details for each OPRG(E) gasoline at the bid opening, or as the registered, certified, fuels become available within EPA guidelines.

In the event the EPA registration & certification program (final rule) is in place and a Contractor cannot document registration & certification requirements, then the State reserves the right to consider the next ranking bidder qualified to supply the OPRG(E) type for period of supply that is required. When an existing certification is found by EPA to be non-conforming product, then the EPA reserves the right to revoke that certification. If a certification is revoked, the Contractor shall immediately discontinue use of that OPRG(E) gasoline and notify the NYS OGS purchasing officer. Documentation for a replacement formulation shall also be provided to OGS. If certification is not provided, OGS will act to ensure a replacement formulation via another Contractor.

Additionally, where a Contractor is supplying only OPRG(E) gasoline for an area which is designated as requiring only conventional gasoline, the State reserves the right to consider the next ranked bidder that is qualified/offering to supply the conventional gasoline to that area for the balance of the period of supply that is required.

## REFORMULATED GASOLINE – OPRG TYPE FOR THE NYC-CMSA REQUIREMENTS

## GASOLINE, OPRG TYPE REFORMULATED (ALCOHOL/ETHER/OXYGENATED BLENDS):

This section of the detailed specification shall describe the Oxygenated fuels Program Reformulated (OPRG) Gasolines including the following: gasoline-alcohol, gasoline-ether, and gasoline-oxygenate blend(s) (of) fuel(s), or combination blends thereof which are formulated for use in the New York City CMSA, or other

designated [severe non-attainment] MSA's (if any). These blends SHALL NOT be supplied or offered for the conventional or reformulated gasoline specified elsewhere herein, except as superseded by Federal & State regulation. Its use shall be limited to the counties specified hereinafter. ASTM Test Method D4815-09 or latest revision thereof shall be used to determine ether and oxygenate content of the fuel, until it is replaced or updated by the U.S. EPA test method (i.e., final rule action).

Alcohol-ether-blend/oxygenated OPRG gasoline shall meet or exceed the requirements stated previously herein for Conventional Unleaded Formula Gasoline and its own specific requirements as stated hereinafter.

It is noted that availability may be limited at the time of bid opening. Therefore, the Contract shall be for conventional unleaded gasoline. The quantities of conventional gasoline will be reduced proportionally in the controlled areas (counties) for the months stated elsewhere herein. However, the State reserves the right to adjust quantities and negotiate pricing for these blends as they become available in those counties (or others).

#### CONTROL/DISTRIBUTION AREAS – NYC CMSA REQUIREMENTS

Per Federal and State regulation, oxygenated (OPRG) gasoline shall be provided in the New York City Consolidated Metropolitan Statistical Area (New York City CMSA), if applicable.

These control/distribution areas shall include the following counties: New York City CMSA:

Bronx	Kings	Nassau	New York
Orange	Putnam	Queens	Richmond
Rockland	Suffolk	Westchester	

The control/distribution areas serviced by this Contract shall be amended as required to comply with the latest revisions of Federal regulation, U.S. EPA, Clean Air Act (CAA) - 1990, Title 40 of Code of Federal Regulations (40CFR) and State regulation, NYCRR, Title 6, Chapter III, Subchapter A, Part 225; and Ag. & Mrkts., 1 NYCRR, Part 224.

#### OPRG(E) TYPE GASOLINE, FOR THE OZONE NON-ATTAINMENT AREAS

##### TERMINOLOGY, GASOLINE, OPRG(E) TYPE

Product provided shall be in accordance with ASTM D4814-09 Section 3 (Terminology), ASTM D4815-09 (when applicable), and as specified herein.

##### REQUIREMENTS, GASOLINE, TYPE REFORMULATED

This section of the detailed specification shall describe the OPRG(E) Gasolines which shall meet the emissions reduction for 2000 and beyond using the applicable formula standard/s stated in 40 CFR section 80.41.

OPRG(E) gasoline shall meet or exceed the requirements stated previously herein for Conventional & OPRG(E) Unleaded Gasoline and its own specific requirements as stated hereinafter.

However, the State reserves the right to adjust quantities and establish (adjust via contractual terms elsewhere herein) the pricing for these blends as they become available in the specified counties (or others).

The control/distribution areas serviced by this Contract shall be amended as required to comply with the latest revision of Federal regulation, U.S. EPA, Clean Air Act (CAA) - 1990, Title 40 of Code of Federal Regulations (40CFR), Part 80 Regulation of Fuels & Fuel Additives, Standards for OPRG(E) & Conventional Gasoline, (Final Rule), or latest amendment thereof; and State regulations: Title 6, NYCRR, Chapter III, Subchapter A, Part 225; and Ag. & Mrkts., 1 NYCRR, Part 224.

## REQUIREMENTS FOR STORAGE, TRANSFER &amp; WHOLESALE PURCHASER – CONSUMER POSTING

**TANKS/STORAGE, GASOLINE-ALCOHOL BLEND**

The storage tank(s) for gasoline-alcohol blend fuel shall be clean the first time this blend of fuel is placed in the tank. The tank shall be new or cleaned [all water and precipitated-accumulated material (i.e., dyes, lacquers, varnishes, gums, etc.) shall be removed from the tank]. This tank cleaning shall be provided in full compliance with 1NYCRR, Subpart 224.8.

**LABELS**

The Contractor shall provide fuel content labels/signs for each pumping station. These labels shall identify significant amounts of alcohols in the fuel and satisfy the requirements of 1NYCRR, Part 224 and 6NYCRR, Part 225. An environmental awareness decal/label shall be provided and displayed on each affected pump.

**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: \_\_\_\_\_

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E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS Procurement Services  
Customer Services, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*