



## Office of General Services Procurement Services

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

# Contract Award Notification Update

## Subject: Notice of Contract Renewal Expiration, Upcoming Replacement Award, & Contractor Information Update

**DATE:** March 10, 2021 **AWARD #:** [23092](#) **GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 16, 2021

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** PC68456 **CONTRACTOR:** Global Montello Group Corp.  
PC68462 United Metro Energy Corp.

Please be advised that United Metro Energy Corp's contract for the below referenced counties/fuels will expire on March 18, 2021.

The replacement award for the counties/fuels below is Award 23215, and is effective March 19, 2021 – December 16, 2021. Authorized Users are recommended to contact the Awarded Contractor for Award 23215, Global Montello Group Corp. prior to needing a delivery in order to facilitate the transition on the March 19, 2021 start date.

### EFFECTIVE 3/19/2021:

County	Fuel Type	Contractor
Bronx	OPRG(E) Gas Regular	Global Montello Group Corp.
Kings	OPRG(E) Gas Regular	
	OPRG(E) Gas Premium	
New York	OPRG(E) Gas Premium	
Queens	OPRG(E) Gas Regular	
	OPRG(E) Gas Mid Range	
	OPRG(E) Gas Premium	
Westchester	OPRG(E) Gas Regular	
	OPRG(E) Gas Mid Range	
	OPRG(E) Gas Premium	

A Contract Award Notification for Award 23215 will be available at the following address:  
<https://online.ogs.ny.gov/purchase/spg/awards/0560023215CAN.HTM>

(continued)

Please be advised that Global Montello Group Corp. has updated their contact information for Award 23092.

The revised information is as follows:

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC69331	Global Montello Group Corp. 800 South Street Waltham, MA 02454	<p><b>Mark Romaine</b>  <b>Chief Operating Officer</b>  Phone: 781-398-4003  Email: Bids@globalp.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b>  Dispatch Department  Toll Free: 800-826-5686  Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b>  Dispatch Department  Toll Free: 800-826-5686  Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b>  Dispatch Department  Toll Free: 800-826-5686  Email: smartbuydispatch@globalp.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b>  Mark Romaine  <b>Chief Operating Officer</b>  Phone: 781-398-4281  Email: MRomaine@globalp.com</p> <p>Kevin Bowe (Back-up)  Dispatch Manager  Phone: 781-398-4059  Email: kbowe@globalp.com</p> <p><b><u>Contact for Billing Issues:</u></b>  Bid Department  Phone: 781-398-4003  Email: bids@globalp.com</p>	043443028 1100005467

A revised Contract Award Notification incorporating these changes is available to view at the following address: <https://online.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>

All other terms and conditions for Award 23092 remain the same.



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# Contract Award Notification Update

## Subject: CONTRACTOR INFORMATION UPDATE

**DATE:** January 21, 2021 **AWARD #:** [23092](#) **GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Flex Fuel) (Statewide)

**CONTRACT PERIOD:** December 19, 2018 to August 16, 2021

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** PC68461 **CONTRACTOR:** Sunoco LLC

Please be advised that Sunoco, LLC has updated their contact information for the above referenced award. The revised information is as follows:

<b>PC68461</b>	<b>Sunoco LLC</b> 3801 West Chester Pike Newtown Square, PA 19073	<b>Scott Messmer</b> Phone: 585-537-3772 Email: <a href="mailto:Scott.Messmer@sunoco.com">Scott.Messmer@sunoco.com</a>  <b><u>Customer Service Contact for NYS Contract Orders:</u></b> Sunoco Dispatch Dispatch Group Toll-Free: 800-955-5992 E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a>  <b><u>Contact to Escalate Contract Orders:</u></b> Sunoco Wholesale Toll Free: 800-724-2552 Email: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a>  <b>Scott Messmer</b> Phone: 585-537-3772 Email: <a href="mailto:Scott.Messmer@sunoco.com">Scott.Messmer@sunoco.com</a>  <b>Dawn Kramer</b> Phone: 585-537-3777 Email: <a href="mailto:Dawn.Kramer@sunoco.com">Dawn.Kramer@sunoco.com</a>  <b><u>Contact for After Hours, Weekend, or Holiday Emergency:</u></b> Sunoco Wholesale Toll-Free: 800-955-5992 E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a>	46-4151222 1100195900
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		<p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Sunoco Dispatch Toll Free: 800-955-5992 E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a></p> <p>Sunoco Wholesale (Back-up) Toll Free: 800-724-2552 E-mail: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a></p> <p><b><u>Contact for Billing Issues:</u></b> Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-964-6321 option 2 E-mail: <a href="mailto:customersolutions.mailbox@sunoco.com">customersolutions.mailbox@sunoco.com</a></p> <p><b>Dawn Kramer</b> Phone: <a href="tel:585-537-3777">585-537-3777</a> Email: <a href="mailto:Dawn.Kramer@sunoco.com">Dawn.Kramer@sunoco.com</a></p>	
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A revised Contract Award Notification incorporating these changes is available to view at the following address:

<https://online.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>

All other terms and conditions of the contract remain the same.



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# Contract Award Notification Update

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## **Subject: Revision to Weekly Pricing List Dated 12/4/2020**

**DATE:** December 7, 2020

**AWARD #:** [23092](#)

**GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 16, 2021

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** All

**CONTRACTOR:** All

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The weekly pricing list dated 12/4/2020 for the Gasoline & E-85 contracts contained an error in the Linden Weekly Average Reg Unlead price calculations. The correct price is \$126.5850 cents per gallon.

The above-mentioned error was corrected, and the revised price list for 12/4/2020 – 12/10/2020 will be posted to the NYS OGS website at <http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



# Contract Award Notification Update

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## Subject: Contract Renewals, Extension, and Pricing Discounts

**DATE:** November 5, 2020

**AWARD #:** [23092](#) **GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 16, 2021

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

<b>CONTRACT NO.:</b>	PC68456	<b>CONTRACTOR:</b>	Global Montello Group Corp.
	PC68457		Mirabito Energy Products
	PC68458		MX Petroleum Corp.
	PC68459		NOCO Energy Corp.
	PC68460		Sprague Operating Resources LLC
	PC68461		Sunoco LLC
	PC68462		United Metro Energy Corp.

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Please be advised that in accordance with the CONTRACT TERM AND EXTENSIONS clause, the above-referenced awarded contractors for Gasoline and E-85 have renewed their contract through December 16, 2021, except Contract #PC68462 awarded to United Metro Energy Corp. In accordance with the SHORT TERM EXTENSION clause, Contract #PC68462 is unilaterally extended until March 18, 2021 or until a replacement contract is awarded.

Appendix A has been updated. Appendix A (dated October 2019) is included with the contractors renewal agreement and can be viewed on OGS's website.

A revised Contract Award Notification incorporating these changes is available to view at the following address:

<https://online.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>

Please be advised Global Montello Group Corp has offered reduced pricing in the following counties: Albany, Columbia, Dutchess, Fulton, Greene, Montgomery, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, and Washington.

The reduced pricing is effective December 18, 2020.

All other terms and conditions remain the same.



# Contract Award Notification Update

## Subject: Revision to Weekly Pricing List Dated 3/20/2020

**DATE:** March 30, 2020

**AWARD #:** [23092](#)

**GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 17, 2020

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** PC68456  
PC68460  
PC68461  
PC68462

**CONTRACTOR:** Global Montello Group Corp.  
Sprague Operating Resources LLC  
Sunoco LLC  
United Metro Energy Corp.

Due to a pricing revision in the OPIS Weekly Publication, the weekly pricing list dated 3/20/2020 for Gasoline & E-85 contracts is revised from the original posting. The Spot Market New York Ethanol price of \$1.1370 is revised to \$1.1310. The correction only applies to Flex Fuel (E-85) and all OPRG(E) fuel types. It is expected that Contract Users and Contractors will work on corrected invoices and credits as applicable.

The revised calculated pricing for each of the affected counties and price types is as follows:

County	Fuel Type	Original Price	Revised Price	Contractor
Albany	Flex Fuel (E-85)	\$ 1.3260	\$ 1.3209	Global Montello
Allegany	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Bronx	OPRG (E) Gas Regular	\$ 0.8702	\$ 0.8696	United Metro
Cattaraugus	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Chautauqua	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Chemung	Flex Fuel (E-85)	\$ 2.0719	\$ 2.0668	Sunoco LLC
Dutchess	OPRG (E) Gas Regular	\$ 0.9675	\$ 0.9669	Global Montello
Dutchess	OPRG (E) Gas Mid Range	\$ 1.0144	\$ 1.0138	Global Montello
Dutchess	OPRG (E) Gas Premium	\$ 1.1051	\$ 1.1045	Global Montello
Erie	Flex Fuel (E-85)	\$ 1.7719	\$ 1.7668	Sunoco LLC
Franklin	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Kings	OPRG (E) Gas Regular	\$ 0.8186	\$ 0.8180	United Metro
Kings	OPRG (E) Gas Premium	\$ 0.8803	\$ 0.8797	United Metro
Madison	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Monroe	Flex Fuel (E-85)	\$ 1.6719	\$ 1.6668	Sunoco LLC
Nassau	OPRG (E) Gas Regular	\$ 0.7816	\$ 0.7810	Sprague Operating Resources
Nassau	OPRG (E) Gas Mid Range	\$ 0.8486	\$ 0.8480	Sprague Operating Resources
Nassau	OPRG (E) Gas Premium	\$ 0.9157	\$ 0.9151	Sprague Operating Resources
Nassau	Flex Fuel (E-85)	\$ 1.2606	\$ 1.2555	Sprague Operating Resources

New York	OPRG (E) Gas Regular	\$ 0.7845	\$ 0.7839	United Metro
New York	OPRG (E) Gas Premium	\$ 0.8954	\$ 0.8948	United Metro
Oneida	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Onondaga	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Orange	OPRG (E) Gas Regular	\$ 0.9598	\$ 0.9592	Global Montello
Orange	OPRG (E) Gas Mid Range	\$ 1.0167	\$ 1.0161	Global Montello
Orange	OPRG (E) Gas Premium	\$ 1.0674	\$ 1.0668	Global Montello
Orange	Flex Fuel (E-85)	\$ 1.3561	\$ 1.3510	Global Montello
Orleans	Flex Fuel (E-85)	\$ 2.0719	\$ 2.0668	Sunoco LLC
Oswego	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Putnam	OPRG (E) Gas Regular	\$ 0.9044	\$ 0.9038	Global Montello
Putnam	OPRG (E) Gas Mid Range	\$ 0.9613	\$ 0.9607	Global Montello
Putnam	OPRG (E) Gas Premium	\$ 1.0520	\$ 1.0514	Global Montello
Queens	OPRG (E) Gas Regular	\$ 0.7835	\$ 0.7829	United Metro
Queens	OPRG (E) Gas Mid Range	\$ 0.7918	\$ 0.7912	United Metro
Queens	OPRG (E) Gas Premium	\$ 0.8578	\$ 0.8572	United Metro
Rensselaer	Flex Fuel (E-85)	\$ 1.3239	\$ 1.3188	Global Montello
Rockland	OPRG (E) Gas Regular	\$ 0.8991	\$ 0.8985	Global Montello
Rockland	OPRG (E) Gas Mid Range	\$ 0.9460	\$ 0.9454	Global Montello
Rockland	OPRG (E) Gas Premium	\$ 1.0367	\$ 1.0361	Global Montello
Rockland	Flex Fuel (E-85)	\$ 1.2954	\$ 1.2903	Global Montello
Seneca	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
St Lawrence	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Suffolk	OPRG (E) Gas Regular	\$ 0.7861	\$ 0.7855	Sprague Operating Resources
Suffolk	OPRG (E) Gas Mid Range	\$ 0.8532	\$ 0.8526	Sprague Operating Resources
Suffolk	OPRG (E) Gas Premium	\$ 0.9204	\$ 0.9198	Sprague Operating Resources
Suffolk	Flex Fuel (E-85)	\$ 1.1186	\$ 1.1135	Sprague Operating Resources
Wayne	Flex Fuel (E-85)	\$ 2.3219	\$ 2.3168	Sunoco LLC
Westchester	OPRG (E) Gas Regular	\$ 0.8223	\$ 0.8217	United Metro
Westchester	OPRG (E) Gas Mid Range	\$ 0.8303	\$ 0.8297	United Metro
Westchester	OPRG (E) Gas Premium	\$ 0.8988	\$ 0.8982	United Metro
Westchester	Flex Fuel (E-85)	\$ 1.1334	\$ 1.1283	Sprague Operating Resources

All other terms and conditions remain the same.





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# Contract Award Notification Update

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**Subject: Revision to Weekly Pricing List Dated 2/14/2020**

**DATE:** February 18, 2020

**AWARD #:** [23092](#)

**GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 17, 2020

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** All

**CONTRACTOR:** All

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The weekly pricing list dated 2/14/2020 for the Gasoline & E-85 contracts contained an error in the NY Harbor Barge PreRBOB price calculations. The correct price is \$167.1620 cents per gallon.

The above-mentioned error was corrected, and the revised price list for 2/14/2020 – 2/20/2020 will be posted to the NYS OGS website at <https://online.ogs.ny.gov/purchase/FuelsPricingDefault.htm>.

All other terms and conditions remain the same.



# Contract Award Notification Update

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## **Subject: Updates to Contractor Contact Information**

**DATE:** February 11, 2020

**AWARD #:** [23092](#)

**GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 17, 2020

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:** PC68461 **CONTRACTOR:** Sunoco LLC

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Please be advised that the following revision was made to the contractor information in the Contract Award Notification:

1. Updated Contact, phone number and email address:
  - Sean Grogan
  - Phone: 585-537-3784
  - Email [Sean.Grogan@sunoco.com](mailto:Sean.Grogan@sunoco.com)

The revised Contract Award Notification will be posted at:  
<https://online.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>

Please mark your records accordingly.

All other terms and conditions of the contract remain the same.



# Contract Award Notification Update

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**Subject:** Revised Contract Award Notification – Updates to Contractor Contact Information

**DATE:** December 19, 2018

**AWARD #:** [23092](#)

**GROUP #:** 05600

**AWARD DESCRIPTION:** Gasoline & E-85 (Statewide)

**CONTRACT PERIOD:** December 19, 2018 – December 17, 2020

**CONTACT:** Bryant Kirk | 518-402-3021 | [bryant.kirk@ogs.ny.gov](mailto:bryant.kirk@ogs.ny.gov)

**CONTRACT NO.:**

**CONTRACTOR:**

PC68456

Global Montello Group Corp.

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Please be advised that the following revision was made to the contractor information in the Contract Award Notification:

1. Updated phone number and email address:
  - Global Montello Group Corp.

The revised Contract Award Notification will be posted at:  
<https://www.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>

Please mark your records accordingly.

All other terms and conditions of the contract remain the same.



# Contract Award Notification

<b>Title</b>	:	<b>Group 05600 – Gasoline &amp; E-85 (Statewide)</b> <b>Classification Code(s): 15</b>
<b>Award Number</b>	:	<b><u>23092</u></b> (Replaces Awards 22782 and 22951)
<b>Contract Period</b>	:	<b>December 19, 2018 – December 17, 2020</b>
<b>Bid Opening Date</b>	:	<b>September 19, 2018</b>
<b>Date of Issue</b>	:	<b>December 13, 2018</b>
<b>Specification Reference</b>	:	<b>As Incorporated Herein</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

## Address Inquiries To:

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

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

## Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.  
For current contract prices, please go to the Pricing Information link on the Award page.

**Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0560223092CAN.HTM>**

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

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC68456	<b>Global Montello Group Corp.</b> 800 South Street Waltham, MA 02454	<p>Kevin Young            V.P. Municipal and Commercial Bids            Phone: 781-398-4259            Email: kyoung@globalp.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b>            Kevin Young            V.P. Municipal and Commercial Bids            Phone: 781-398-4259            Email: kyoung@globalp.com</p> <p>Kevin Bowe (Back-up)            Dispatch Manager            Phone: 781-398-4059            Email: kbowe@globalp.com</p> <p><b><u>Contact for Billing Issues:</u></b>            Bid Department            Phone: 781-398-4003            Email: bids@globalp.com</p>	04-3443028 1100005467

PC68457	<b>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products</b> The Metrocenter – 49 Court Street, P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Email: joe.desti@mirabito.com  <b><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</u></b> Paul Gunther CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com  <b><u>Contact to Escalate Contract Orders:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Email: jason.mirabito@mirabito.com  <b><u>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</u></b> Gene Fuller Operations Manager Phone: 607-561-2735 Toll Free: 800-934-9480 Email: gene.fuller@mirabito.com  <b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Toll Free: 800-934-9480 Email: jason.mirabito@mirabito.com  <b><u>Contact for Billing Issues:</u></b> Paul Gunther (M-F, 8am-5pm) CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com	15-0552668 1000007358
PC68458  SB-47	<b>MX Petroleum Corp.</b> 22 Center Street Massena, NY 13662	Jeanine Caron Controller Phone: 315-769-9500 Email: j.caron@mxfuels.com  <b><u>Customer Service Contact for NYS Contract Orders:</u></b> Dispatcher (M-F, 830am-5pm) Phone: 315-769-9500 Toll Free: 800-840-0645 Website: mxfuels.com  <b><u>Contact to Escalate Contract Orders:</u></b> Gus Miller General Manager Phone: 315-769-9500	16-1352970 1000015801

		<p>Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b> Answer Service Dispatcher Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contacts for NYS Declared Emergencies or Disasters:</b> Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com</p> <p>Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com</p> <p><b>Contact for Billing Issues:</b> Jeanine Caron (M-F, 830am-5pm) Controller Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com</p>	
PC68459	<p><b>NOCO Energy Corp.</b> 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><b>Customer Service Contact for NYS Contract Orders (Mon-Fri 730am-500pm):</b> Customer Fuel Order Desk Fuel Order Consultant Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><b>Contact to Escalate Contract Orders:</b> Alice Lineberger Customer Service Manager Phone: 716-614-1148 / 716-341-9722 Email: alineberger@noco.com</p> <p><b>Contact for After Hours, Weekend, Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> Kevin Galas Transportation Director Phone: 716-504-3308 / 716-435-7309 Email: kgalas@noco.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Joe Gross</p>	<p>160727383 1000007468</p>

		<p>Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p> <p><b><u>Contact for Billing Issues:</u></b> Joe Gross (M-F, 730am-5pm) Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p>	
PC68460	<p><b>Sprague Operating Resources LLC</b> 185 International Drive Portsmouth, NH 03801</p>	<p>Jeanette Finley Manager, Bids &amp; Contracts Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b> Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Customer Care Team/Dispatch Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola (Back-up) Director, Transportation Phone: 516-622-7091 Toll Free: 800-225-1560 Email: newyorktransportationmanagement@spragueenergy.com</p> <p><b><u>Contact for Billing Issues:</u></b> Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com</p>	<p>02-0415440 1000005203</p>



PC68461	<b>Sunoco LLC</b> 3801 West Chester Pike Newtown Square, PA 19073	Teresa Payne Toll-Free: 800-724-2552 Email: Teresa.Payne@sunoco.com  <b>Customer Service Contact for NYS</b> <u><b>Contract Orders:</b></u> Sunoco Dispatch Dispatch Group Toll-Free: 800-724-2552 E-mail: superiordispatch@sunoco.com  <u><b>Contact to Escalate Contract Orders:</b></u> Sunoco Wholesale Toll Free: 800-724-2552 Email: wholesale@sunoco.com  <b>Contact for After Hours, Weekend, or</b> <u><b>Holiday Emergency:</b></u> Sunoco Wholesale Toll-Free: 800-724-2552 E-mail: wholesale@sunoco.com  <b>Contacts for NYS Declared Emergencies</b> <u><b>or Disasters:</b></u> Sunoco Dispatch Toll Free: 800-955-5992 E-mail: superiordispatch@sunoco.com  Sunoco Wholesale (Back-up) Toll Free: 800-724-2552 E-mail: wholesale@sunoco.com  <u><b>Contact for Billing Issues:</b></u> Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-724-2552 E-mail: wholesale@sunoco.com	46-4151222 1100195900
PC68462	<b>United Metro Energy Corp.</b> 500 Kingsland Ave. Brooklyn, NY 11222	Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com  <b>Customer Services Contact for NYS</b> <u><b>Contract Orders:</b></u> Edward Abreu (7am-7pm) Manager Customer Service Phone: 718-389-5800 x152 Email: edwardabreu@umecny.com  <b>Contact for After Hours, Weekend, and/or</b> <u><b>Holiday Emergency:</b></u> Scott Alnwick Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	46-2112871 1100082712

		<b>Contacts for NYS Declared Emergencies or Disasters:</b> Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com  Scott Alnwick (Back-up) Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	
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Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY 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.

## **AWARDS BY COUNTY**

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the “Pricing Information” link on the Award page.

<b>County</b>	<b>Fuel Type</b>	<b>Bid Price Per Gallon</b>	<b>Volume Discounts</b>	<b>Awarded Vendor</b>
<b>Albany</b>	Flex Fuel (E-85)	\$ 1.8374		Global Montello Group
<b>Albany</b>	Gas Regular	\$ 2.1418		Global Montello Group
<b>Albany</b>	Gas Mid Range	\$ 2.2106		Global Montello Group
<b>Albany</b>	Gas Premium	\$ 2.3493		Global Montello Group
<b>Allegany</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Allegany</b>	Gas Regular	\$ 2.6261	\$ 0.1000	Sunoco LLC
<b>Allegany</b>	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Bronx</b>	OPRG(E) Gas Regular	\$ 2.1799		United Metro Energy Corp.
<b>Broome</b>	Gas Regular	\$ 2.1761		Mirabito Energy Products
<b>Broome</b>	Gas Mid Range	\$ 2.2329		Mirabito Energy Products
<b>Cattaraugus</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Cattaraugus</b>	Gas Regular	\$ 2.2046		NOCO Energy Corp.
<b>Cattaraugus</b>	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
<b>Cayuga</b>	Gas Regular	\$ 2.5206		Mirabito Energy Products
<b>Chautauqua</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Chautauqua</b>	Gas Regular	\$ 2.2681		NOCO Energy Corp.
<b>Chautauqua</b>	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
<b>Chautauqua</b>	Gas Premium	\$ 2.4073		NOCO Energy Corp.
<b>Chemung</b>	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
<b>Chemung</b>	Gas Regular	\$ 2.3261		Sunoco LLC
<b>Chemung</b>	Gas Mid Range	\$ 2.6329		Sunoco LLC
<b>Chemung</b>	Gas Premium	\$ 2.7183		Sunoco LLC
<b>Chenango</b>	Gas Regular	\$ 2.5506		Mirabito Energy Products
<b>Clinton</b>	Gas Regular	\$ 2.2513	\$ 0.1200	MX Petroleum Corp.
<b>Clinton</b>	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
<b>Columbia</b>	Gas Regular	\$ 2.2542		Global Montello Group
<b>Cortland</b>	Gas Regular	\$ 2.5816		Mirabito Energy Products
<b>Cortland</b>	Gas Premium	\$ 2.7238		Mirabito Energy Products
<b>Delaware</b>	Gas Regular	\$ 2.5816		Mirabito Energy Products
<b>Dutchess</b>	OPRG(E) Gas Regular	\$ 2.2772		Global Montello Group
<b>Dutchess</b>	OPRG(E) Gas Premium	\$ 2.4109		Global Montello Group
<b>Dutchess</b>	OPRG(E) Gas Mid Range	\$ 2.3221		Global Montello Group
<b>Erie</b>	Flex Fuel (E-85)	\$ 2.2833		Sunoco LLC
<b>Erie</b>	Gas Regular	\$ 2.1261	\$ 0.0100	NOCO Energy Corp.
<b>Erie</b>	Gas Mid Range	\$ 2.3289		NOCO Energy Corp.
<b>Erie</b>	Gas Premium	\$ 2.4143		NOCO Energy Corp.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Essex	Gas Regular	\$ 2.2216	\$ 0.1200	MX Petroleum Corp.
Essex	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Franklin	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Franklin	Gas Regular	\$ 2.2303	\$ 0.1200	MX Petroleum Corp.
Fulton	Gas Regular	\$ 2.2253		Global Montello Group
Fulton	Gas Mid Range	\$ 2.2941		Global Montello Group
Fulton	Gas Premium	\$ 2.4328		Global Montello Group
Genesee	Gas Regular	\$ 2.3261	\$ 0.1000	Sunoco LLC
Greene	Gas Regular	\$ 2.2065		Global Montello Group
Hamilton	Gas Regular	\$ 2.4761		Sunoco LLC
Herkimer	Gas Regular	\$ 2.3761		Mirabito Energy Products
Herkimer	Gas Premium	\$ 2.5183		Mirabito Energy Products
Jefferson	Gas Regular	\$ 2.5011		Mirabito Energy Products
Jefferson	Gas Mid Range	\$ 2.5579		Mirabito Energy Products
Kings	OPRG(E) Gas Premium	\$ 2.1861		United Metro Energy Corp.
Kings	OPRG(E) Gas Regular	\$ 2.1283		United Metro Energy Corp.
Lewis	Gas Regular	\$ 2.6261		Sunoco LLC
Livingston	Gas Regular	\$ 2.3061		Mirabito Energy Products
Livingston	Gas Mid Range	\$ 2.4429		Mirabito Energy Products
Livingston	Gas Premium	\$ 2.5683		Mirabito Energy Products
Madison	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Madison	Gas Regular	\$ 2.3261	\$ 0.0500	Sunoco LLC
Madison	Gas Mid Range	\$ 2.6829	\$ 0.0500	Sunoco LLC
Monroe	Flex Fuel (E-85)	\$ 2.1833		Sunoco LLC
Monroe	Gas Regular	\$ 2.2011	\$ 0.0800	Sunoco LLC
Monroe	Gas Mid Range	\$ 2.3329	\$ 0.0800	Sunoco LLC
Monroe	Gas Premium	\$ 2.4183	\$ 0.0800	Sunoco LLC
Montgomery	Gas Regular	\$ 2.1939		Global Montello Group
Montgomery	Gas Mid Range	\$ 2.2627		Global Montello Group
Nassau	Flex Fuel (E-85)	\$ 1.7720		Sprague Operating Resources
Nassau	OPRG(E) Gas Regular	\$ 2.0913		Sprague Operating Resources
Nassau	OPRG(E) Gas Mid Range	\$ 2.1563		Sprague Operating Resources
Nassau	OPRG(E) Gas Premium	\$ 2.2215		Sprague Operating Resources
New York	OPRG(E) Gas Regular	\$ 2.0942		United Metro Energy Corp.
New York	OPRG(E) Gas Premium	\$ 2.2012		United Metro Energy Corp.
Niagara	Gas Regular	\$ 2.1596	\$ 0.0100	NOCO Energy Corp.
Niagara	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Niagara	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Oneida	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oneida	Gas Regular	\$ 2.5066		Mirabito Energy Products
Oneida	Gas Mid Range	\$ 2.5634		Mirabito Energy Products

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
<b>Onondaga</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Onondaga</b>	Gas Regular	\$ 2.5066		Mirabito Energy Products
<b>Ontario</b>	Gas Regular	\$ 2.1060		Sunoco LLC
<b>Ontario</b>	Gas Mid Range	\$ 2.3328		Sunoco LLC
<b>Ontario</b>	Gas Premium	\$ 2.4182		Sunoco LLC
<b>Orange</b>	Flex Fuel (E-85)	\$ 1.8675		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Mid Range	\$ 2.3244		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Premium	\$ 2.3732		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Regular	\$ 2.2695		Global Montello Group
<b>Orleans</b>	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
<b>Orleans</b>	Gas Regular	\$ 2.1911	\$ 0.0500	Sunoco LLC
<b>Orleans</b>	Gas Mid Range	\$ 2.3329	\$ 0.0500	Sunoco LLC
<b>Oswego</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Oswego</b>	Gas Regular	\$ 2.3761		Mirabito Energy Products
<b>Oswego</b>	Gas Mid Range	\$ 2.4329		Mirabito Energy Products
<b>Otsego</b>	Gas Regular	\$ 2.3751		Mirabito Energy Products
<b>Putnam</b>	OPRG(E) Gas Mid Range	\$ 2.2690		Global Montello Group
<b>Putnam</b>	OPRG(E) Gas Premium	\$ 2.3578		Global Montello Group
<b>Putnam</b>	OPRG(E) Gas Regular	\$ 2.2141		Global Montello Group
<b>Queens</b>	OPRG(E) Gas Mid Range	\$ 2.0995		United Metro Energy Corp.
<b>Queens</b>	OPRG(E) Gas Premium	\$ 2.1636		United Metro Energy Corp.
<b>Queens</b>	OPRG(E) Gas Regular	\$ 2.0932		United Metro Energy Corp.
<b>Rensselaer</b>	Flex Fuel (E-85)	\$ 1.8353		Global Montello Group
<b>Rensselaer</b>	Gas Regular	\$ 2.1397		Global Montello Group
<b>Rensselaer</b>	Gas Mid Range	\$ 2.2085		Global Montello Group
<b>Rockland</b>	Flex Fuel (E-85)	\$ 1.8068		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Mid Range	\$ 2.2537		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Premium	\$ 2.3425		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Regular	\$ 2.2088		Global Montello Group
<b>Saratoga</b>	Gas Regular	\$ 2.2019		Global Montello Group
<b>Saratoga</b>	Gas Mid Range	\$ 2.2707		Global Montello Group
<b>Saratoga</b>	Gas Premium	\$ 2.4094		Global Montello Group
<b>Schenectady</b>	Gas Regular	\$ 2.1749		Global Montello Group
<b>Schenectady</b>	Gas Mid Range	\$ 2.2237		Global Montello Group
<b>Schoharie</b>	Gas Regular	\$ 2.2075		Global Montello Group
<b>Schuyler</b>	Gas Regular	\$ 2.2511		Sunoco LLC
<b>Seneca</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Seneca</b>	Gas Regular	\$ 2.6260		Sunoco LLC
<b>Seneca</b>	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Seneca</b>	Gas Premium	\$ 2.7683		Sunoco LLC

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
St. Lawrence	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
St. Lawrence	Gas Regular	\$ 2.2766	\$ 0.1200	MX Petroleum Corp.
St. Lawrence	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Steuben	Gas Regular	\$ 2.3060		Sunoco LLC
Steuben	Gas Mid Range	\$ 2.3628		Sunoco LLC
Steuben	Gas Premium	\$ 2.3628		Sunoco LLC
Suffolk	Flex Fuel (E-85)	\$ 1.6300		Sprague Operating Resources
Suffolk	OPRG(E) Gas Mid Range	\$ 2.1609		Sprague Operating Resources
Suffolk	OPRG(E) Gas Premium	\$ 2.2262		Sprague Operating Resources
Suffolk	OPRG(E) Gas Regular	\$ 2.0958		Sprague Operating Resources
Sullivan	Gas Regular	\$ 2.1555		Global Montello Group
Tioga	Gas Regular	\$ 2.5316		Mirabito Energy Products
Tompkins	Gas Regular	\$ 2.3561		Sunoco LLC
Tompkins	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Ulster	Gas Regular	\$ 2.1971		Global Montello Group
Ulster	Gas Mid Range	\$ 2.2659		Global Montello Group
Ulster	Gas Premium	\$ 2.3646		Global Montello Group
Warren	Gas Regular	\$ 2.1872		Global Montello Group
Warren	Gas Mid Range	\$ 2.2560		Global Montello Group
Washington	Gas Regular	\$ 2.2161		Global Montello Group
Washington	Gas Mid Range	\$ 2.2849		Global Montello Group
Washington	Gas Premium	\$ 2.3936		Global Montello Group
Wayne	Flex Fuel (E-85)	\$ 2.8333	\$ 0.0500	Sunoco LLC
Wayne	Gas Regular	\$ 2.2961	\$ 0.0500	Sunoco LLC
Wayne	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Westchester	Flex Fuel (E-85)	\$ 1.6448		Sprague Operating Resources
Westchester	OPRG(E) Gas Mid Range	\$ 2.1380		United Metro Energy Corp.
Westchester	OPRG(E) Gas Premium	\$ 2.2046		United Metro Energy Corp.
Westchester	OPRG(E) Gas Regular	\$ 2.1320		United Metro Energy Corp.
Wyoming	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Yates	Gas Regular	\$ 2.2869		Sunoco LLC
Yates	Gas Mid Range	\$ 2.4589		Sunoco LLC

**NEW ACCOUNTS:**

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

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

**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).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**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 any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES:**

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the Contract period, and will purchase all their Gasoline and E-85 requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

**PRICE:**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

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

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of gasoline on Wednesday, and requests that the delivery be made on the following Tuesday.

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 this Contract.

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

**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).

**MINIMUM ORDER:**

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 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. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, 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".

<b>Tank Capacity (in gallons)</b>	<b>Amount Delivered (in gallons)</b>	<b>Optional Surcharge</b>
1000 or more	Under 500 to 250	\$50.00
	Under 250	\$75.00



Less than 1000	Under 500 to 250	\$25.00
	Under 250	\$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.

### **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.

### **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)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (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/content/vendor-information>.

### **SHIPPING CHARGES:**

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

**PRODUCT DELIVERY:**

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel 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. In addition to any available remedies per Appendix B, Section 48 Remedies for Breach, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Gasoline and E-85 on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor

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

**AUTOMATIC REPLENISHMENT:**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.

Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

The minimum order size of 500 gallons stipulated in Section MINIMUM ORDER shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the Contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

### **METHOD OF DELIVERY**

**TW:** Delivery by tank wagon into storage tanks of less than 5,500 gallons

**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.

### **DELIVERY SCHEDULES:**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL205, are available as a guide to indicate proposed delivery points and estimated annual quantities. Delivery schedules may be revised or clarified as necessary. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The delivery schedules are available on the OGS website.

Contractors shall be obligated to deliver under the resulting 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 bid opening for this award, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' requests for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Contract user and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See Section New Accounts.

At any time during the Contract term, Contractor 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.

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

### **FILL AND VENT REQUIREMENTS:**

Authorized Users 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.

Authorized Users should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

**PETROLEUM TRANSFER REQUIREMENTS:**

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

**PRODUCT RETURN AND EXCHANGES:**

In addition to the provisions of Appendix B, Sections 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

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

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

**ENGINEERING SERVICE:**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint 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 the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

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

Attn: Bryant Kirk  
NYS Office of General Services, Procurement Services  
Corning Tower, 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*



# Contract Award Notification

<b>Title</b>	<b>:</b>	<b>Group 05600 – Gasoline &amp; E-85 (Statewide)</b> <b>Classification Code(s): 15</b>
<b>Award Number</b>	<b>:</b>	<b><u>23092</u> (Replaces Awards 22782 and 22951)</b>
<b>Contract Period</b>	<b>:</b>	<b>December 19, 2018 – December 17, 2020</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>September 19, 2018</b>
<b>Date of Issue</b>	<b>:</b>	<b>December 13, 2018 (Revised February 11, 2020)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated Herein</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

## Address Inquiries To:

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

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

## Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.  
For current contract prices, please go to the Pricing Information link on the Award page.

**Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0560223092CAN.HTM>**

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

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC68456	<b>Global Montello Group Corp.</b> 800 South Street Waltham, MA 02454	<p>Kevin Young            V.P. Municipal and Commercial Bids            Phone: 781-398-4003            Email: Bids@globalp.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b>            Dispatch Department            Toll Free: 800-826-5686            Email: smartbuydispatch@globalp.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b>            Kevin Young            V.P. Municipal and Commercial Bids            Phone: 781-398-4259            Email: kyoung@globalp.com</p> <p>Kevin Bowe (Back-up)            Dispatch Manager            Phone: 781-398-4059            Email: kbowe@globalp.com</p> <p><b><u>Contact for Billing Issues:</u></b>            Bid Department            Phone: 781-398-4003            Email: bids@globalp.com</p>	04-3443028 1100005467

PC68457	<b>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products</b> The Metrocenter – 49 Court Street, P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Email: joe.desti@mirabito.com  <b><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</u></b> Paul Gunther CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com  <b><u>Contact to Escalate Contract Orders:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Email: jason.mirabito@mirabito.com  <b><u>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</u></b> Gene Fuller Operations Manager Phone: 607-561-2735 Toll Free: 800-934-9480 Email: gene.fuller@mirabito.com  <b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Toll Free: 800-934-9480 Email: jason.mirabito@mirabito.com  <b><u>Contact for Billing Issues:</u></b> Paul Gunther (M-F, 8am-5pm) CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com	15-0552668 1000007358
PC68458  SB-47	<b>MX Petroleum Corp.</b> 22 Center Street Massena, NY 13662	Jeanine Caron Controller Phone: 315-769-9500 Email: j.caron@mxfuels.com  <b><u>Customer Service Contact for NYS Contract Orders:</u></b> Dispatcher (M-F, 830am-5pm) Phone: 315-769-9500 Toll Free: 800-840-0645 Website: mxfuels.com  <b><u>Contact to Escalate Contract Orders:</u></b> Gus Miller General Manager Phone: 315-769-9500	16-1352970 1000015801



		<p>Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b> Answer Service Dispatcher Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contacts for NYS Declared Emergencies or Disasters:</b> Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com</p> <p>Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com</p> <p><b>Contact for Billing Issues:</b> Jeanine Caron (M-F, 830am-5pm) Controller Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com</p>	
PC68459	<p><b>NOCO Energy Corp.</b> 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><b>Customer Service Contact for NYS Contract Orders (Mon-Fri 730am-500pm):</b> Customer Fuel Order Desk Fuel Order Consultant Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><b>Contact to Escalate Contract Orders:</b> Alice Lineberger Customer Service Manager Phone: 716-614-1148 / 716-341-9722 Email: alineberger@noco.com</p> <p><b>Contact for After Hours, Weekend, Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> Kevin Galas Transportation Director Phone: 716-504-3308 / 716-435-7309 Email: kgalas@noco.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Joe Gross</p>	<p>160727383 1000007468</p>

		<p>Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p> <p><b><u>Contact for Billing Issues:</u></b> Joe Gross (M-F, 730am-5pm) Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p>	
PC68460	<p><b>Sprague Operating Resources LLC</b> 185 International Drive Portsmouth, NH 03801</p>	<p>Jeanette Finley Manager, Bids &amp; Contracts Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b> Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Customer Care Team/Dispatch Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola (Back-up) Director, Transportation Phone: 516-622-7091 Toll Free: 800-225-1560 Email: newyorktransportationmanagement@spragueenergy.com</p> <p><b><u>Contact for Billing Issues:</u></b> Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com</p>	<p>02-0415440 1000005203</p>

PC68461	<b>Sunoco LLC</b> 3801 West Chester Pike Newtown Square, PA 19073	<b>Sean Grogan</b> Phone: 585-537-3784 Email: <a href="mailto:Sean.Grogan@sunoco.com">Sean.Grogan@sunoco.com</a>  <b>Customer Service Contact for NYS</b> <u><b>Contract Orders:</b></u> Sunoco Dispatch Dispatch Group Toll-Free: 800-955-5992 E-mail: <a href="mailto:superiordispatch@sunoco.com">superiordispatch@sunoco.com</a>  <u><b>Contact to Escalate Contract Orders:</b></u> Sunoco Wholesale Toll Free: 800-724-2552 Email: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a>  <b>Contact for After Hours, Weekend, or</b> <b>Holiday Emergency:</b> Sunoco Wholesale Toll-Free: 800-955-5992 E-mail: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a>  <b>Contacts for NYS Declared Emergencies</b> <b>or Disasters:</b> Sunoco Dispatch Toll Free: 800-955-5992 E-mail: <a href="mailto:superiordispatch@sunoco.com">superiordispatch@sunoco.com</a>  Sunoco Wholesale (Back-up) Toll Free: 800-724-2552 E-mail: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a>  <u><b>Contact for Billing Issues:</b></u> Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-964-6321 option 2 E-mail: <a href="mailto:customersolutions.mailbox@sunoco.com">customersolutions.mailbox@sunoco.com</a>	46-4151222 1100195900
PC68462	<b>United Metro Energy Corp.</b> 500 Kingsland Ave. Brooklyn, NY 11222	Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: <a href="mailto:robertleavy@umecny.com">robertleavy@umecny.com</a>  <b>Customer Services Contact for NYS</b> <u><b>Contract Orders:</b></u> Edward Abreu (7am-7pm) Manager Customer Service Phone: 718-389-5800 x152 Email: <a href="mailto:edwardabreu@umecny.com">edwardabreu@umecny.com</a>  <b>Contact for After Hours, Weekend, and/or</b> <b>Holiday Emergency:</b> Scott Alnwick Transportation Manager Phone: 718-389-5800 x157 E-mail: <a href="mailto:scottalnwick@umecny.com">scottalnwick@umecny.com</a>	46-2112871 1100082712

		<b>Contacts for NYS Declared Emergencies or Disasters:</b> Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com  Scott Alnwick (Back-up) Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	
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Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY 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.

## **AWARDS BY COUNTY**

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the “Pricing Information” link on the Award page.

<b>County</b>	<b>Fuel Type</b>	<b>Bid Price Per Gallon</b>	<b>Volume Discounts</b>	<b>Awarded Vendor</b>
<b>Albany</b>	Flex Fuel (E-85)	\$ 1.8374		Global Montello Group
<b>Albany</b>	Gas Regular	\$ 2.1418		Global Montello Group
<b>Albany</b>	Gas Mid Range	\$ 2.2106		Global Montello Group
<b>Albany</b>	Gas Premium	\$ 2.3493		Global Montello Group
<b>Allegany</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Allegany</b>	Gas Regular	\$ 2.6261	\$ 0.1000	Sunoco LLC
<b>Allegany</b>	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Bronx</b>	OPRG(E) Gas Regular	\$ 2.1799		United Metro Energy Corp.
<b>Broome</b>	Gas Regular	\$ 2.1761		Mirabito Energy Products
<b>Broome</b>	Gas Mid Range	\$ 2.2329		Mirabito Energy Products
<b>Cattaraugus</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Cattaraugus</b>	Gas Regular	\$ 2.2046		NOCO Energy Corp.
<b>Cattaraugus</b>	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
<b>Cayuga</b>	Gas Regular	\$ 2.5206		Mirabito Energy Products
<b>Chautauqua</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Chautauqua</b>	Gas Regular	\$ 2.2681		NOCO Energy Corp.
<b>Chautauqua</b>	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
<b>Chautauqua</b>	Gas Premium	\$ 2.4073		NOCO Energy Corp.
<b>Chemung</b>	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
<b>Chemung</b>	Gas Regular	\$ 2.3261		Sunoco LLC
<b>Chemung</b>	Gas Mid Range	\$ 2.6329		Sunoco LLC
<b>Chemung</b>	Gas Premium	\$ 2.7183		Sunoco LLC
<b>Chenango</b>	Gas Regular	\$ 2.5506		Mirabito Energy Products
<b>Clinton</b>	Gas Regular	\$ 2.2513	\$ 0.1200	MX Petroleum Corp.
<b>Clinton</b>	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
<b>Columbia</b>	Gas Regular	\$ 2.2542		Global Montello Group
<b>Cortland</b>	Gas Regular	\$ 2.5816		Mirabito Energy Products
<b>Cortland</b>	Gas Premium	\$ 2.7238		Mirabito Energy Products
<b>Delaware</b>	Gas Regular	\$ 2.5816		Mirabito Energy Products
<b>Dutchess</b>	OPRG(E) Gas Regular	\$ 2.2772		Global Montello Group
<b>Dutchess</b>	OPRG(E) Gas Premium	\$ 2.4109		Global Montello Group
<b>Dutchess</b>	OPRG(E) Gas Mid Range	\$ 2.3221		Global Montello Group
<b>Erie</b>	Flex Fuel (E-85)	\$ 2.2833		Sunoco LLC
<b>Erie</b>	Gas Regular	\$ 2.1261	\$ 0.0100	NOCO Energy Corp.
<b>Erie</b>	Gas Mid Range	\$ 2.3289		NOCO Energy Corp.
<b>Erie</b>	Gas Premium	\$ 2.4143		NOCO Energy Corp.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Essex	Gas Regular	\$ 2.2216	\$ 0.1200	MX Petroleum Corp.
Essex	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Franklin	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Franklin	Gas Regular	\$ 2.2303	\$ 0.1200	MX Petroleum Corp.
Fulton	Gas Regular	\$ 2.2253		Global Montello Group
Fulton	Gas Mid Range	\$ 2.2941		Global Montello Group
Fulton	Gas Premium	\$ 2.4328		Global Montello Group
Genesee	Gas Regular	\$ 2.3261	\$ 0.1000	Sunoco LLC
Greene	Gas Regular	\$ 2.2065		Global Montello Group
Hamilton	Gas Regular	\$ 2.4761		Sunoco LLC
Herkimer	Gas Regular	\$ 2.3761		Mirabito Energy Products
Herkimer	Gas Premium	\$ 2.5183		Mirabito Energy Products
Jefferson	Gas Regular	\$ 2.5011		Mirabito Energy Products
Jefferson	Gas Mid Range	\$ 2.5579		Mirabito Energy Products
Kings	OPRG(E) Gas Premium	\$ 2.1861		United Metro Energy Corp.
Kings	OPRG(E) Gas Regular	\$ 2.1283		United Metro Energy Corp.
Lewis	Gas Regular	\$ 2.6261		Sunoco LLC
Livingston	Gas Regular	\$ 2.3061		Mirabito Energy Products
Livingston	Gas Mid Range	\$ 2.4429		Mirabito Energy Products
Livingston	Gas Premium	\$ 2.5683		Mirabito Energy Products
Madison	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Madison	Gas Regular	\$ 2.3261	\$ 0.0500	Sunoco LLC
Madison	Gas Mid Range	\$ 2.6829	\$ 0.0500	Sunoco LLC
Monroe	Flex Fuel (E-85)	\$ 2.1833		Sunoco LLC
Monroe	Gas Regular	\$ 2.2011	\$ 0.0800	Sunoco LLC
Monroe	Gas Mid Range	\$ 2.3329	\$ 0.0800	Sunoco LLC
Monroe	Gas Premium	\$ 2.4183	\$ 0.0800	Sunoco LLC
Montgomery	Gas Regular	\$ 2.1939		Global Montello Group
Montgomery	Gas Mid Range	\$ 2.2627		Global Montello Group
Nassau	Flex Fuel (E-85)	\$ 1.7720		Sprague Operating Resources
Nassau	OPRG(E) Gas Regular	\$ 2.0913		Sprague Operating Resources
Nassau	OPRG(E) Gas Mid Range	\$ 2.1563		Sprague Operating Resources
Nassau	OPRG(E) Gas Premium	\$ 2.2215		Sprague Operating Resources
New York	OPRG(E) Gas Regular	\$ 2.0942		United Metro Energy Corp.
New York	OPRG(E) Gas Premium	\$ 2.2012		United Metro Energy Corp.
Niagara	Gas Regular	\$ 2.1596	\$ 0.0100	NOCO Energy Corp.
Niagara	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Niagara	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Oneida	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oneida	Gas Regular	\$ 2.5066		Mirabito Energy Products
Oneida	Gas Mid Range	\$ 2.5634		Mirabito Energy Products

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
<b>Onondaga</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Onondaga</b>	Gas Regular	\$ 2.5066		Mirabito Energy Products
<b>Ontario</b>	Gas Regular	\$ 2.1060		Sunoco LLC
<b>Ontario</b>	Gas Mid Range	\$ 2.3328		Sunoco LLC
<b>Ontario</b>	Gas Premium	\$ 2.4182		Sunoco LLC
<b>Orange</b>	Flex Fuel (E-85)	\$ 1.8675		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Mid Range	\$ 2.3244		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Premium	\$ 2.3732		Global Montello Group
<b>Orange</b>	OPRG(E) Gas Regular	\$ 2.2695		Global Montello Group
<b>Orleans</b>	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
<b>Orleans</b>	Gas Regular	\$ 2.1911	\$ 0.0500	Sunoco LLC
<b>Orleans</b>	Gas Mid Range	\$ 2.3329	\$ 0.0500	Sunoco LLC
<b>Oswego</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Oswego</b>	Gas Regular	\$ 2.3761		Mirabito Energy Products
<b>Oswego</b>	Gas Mid Range	\$ 2.4329		Mirabito Energy Products
<b>Otsego</b>	Gas Regular	\$ 2.3751		Mirabito Energy Products
<b>Putnam</b>	OPRG(E) Gas Mid Range	\$ 2.2690		Global Montello Group
<b>Putnam</b>	OPRG(E) Gas Premium	\$ 2.3578		Global Montello Group
<b>Putnam</b>	OPRG(E) Gas Regular	\$ 2.2141		Global Montello Group
<b>Queens</b>	OPRG(E) Gas Mid Range	\$ 2.0995		United Metro Energy Corp.
<b>Queens</b>	OPRG(E) Gas Premium	\$ 2.1636		United Metro Energy Corp.
<b>Queens</b>	OPRG(E) Gas Regular	\$ 2.0932		United Metro Energy Corp.
<b>Rensselaer</b>	Flex Fuel (E-85)	\$ 1.8353		Global Montello Group
<b>Rensselaer</b>	Gas Regular	\$ 2.1397		Global Montello Group
<b>Rensselaer</b>	Gas Mid Range	\$ 2.2085		Global Montello Group
<b>Rockland</b>	Flex Fuel (E-85)	\$ 1.8068		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Mid Range	\$ 2.2537		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Premium	\$ 2.3425		Global Montello Group
<b>Rockland</b>	OPRG(E) Gas Regular	\$ 2.2088		Global Montello Group
<b>Saratoga</b>	Gas Regular	\$ 2.2019		Global Montello Group
<b>Saratoga</b>	Gas Mid Range	\$ 2.2707		Global Montello Group
<b>Saratoga</b>	Gas Premium	\$ 2.4094		Global Montello Group
<b>Schenectady</b>	Gas Regular	\$ 2.1749		Global Montello Group
<b>Schenectady</b>	Gas Mid Range	\$ 2.2237		Global Montello Group
<b>Schoharie</b>	Gas Regular	\$ 2.2075		Global Montello Group
<b>Schuyler</b>	Gas Regular	\$ 2.2511		Sunoco LLC
<b>Seneca</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Seneca</b>	Gas Regular	\$ 2.6260		Sunoco LLC
<b>Seneca</b>	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Seneca</b>	Gas Premium	\$ 2.7683		Sunoco LLC

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
St. Lawrence	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
St. Lawrence	Gas Regular	\$ 2.2766	\$ 0.1200	MX Petroleum Corp.
St. Lawrence	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Steuben	Gas Regular	\$ 2.3060		Sunoco LLC
Steuben	Gas Mid Range	\$ 2.3628		Sunoco LLC
Steuben	Gas Premium	\$ 2.3628		Sunoco LLC
Suffolk	Flex Fuel (E-85)	\$ 1.6300		Sprague Operating Resources
Suffolk	OPRG(E) Gas Mid Range	\$ 2.1609		Sprague Operating Resources
Suffolk	OPRG(E) Gas Premium	\$ 2.2262		Sprague Operating Resources
Suffolk	OPRG(E) Gas Regular	\$ 2.0958		Sprague Operating Resources
Sullivan	Gas Regular	\$ 2.1555		Global Montello Group
Tioga	Gas Regular	\$ 2.5316		Mirabito Energy Products
Tompkins	Gas Regular	\$ 2.3561		Sunoco LLC
Tompkins	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Ulster	Gas Regular	\$ 2.1971		Global Montello Group
Ulster	Gas Mid Range	\$ 2.2659		Global Montello Group
Ulster	Gas Premium	\$ 2.3646		Global Montello Group
Warren	Gas Regular	\$ 2.1872		Global Montello Group
Warren	Gas Mid Range	\$ 2.2560		Global Montello Group
Washington	Gas Regular	\$ 2.2161		Global Montello Group
Washington	Gas Mid Range	\$ 2.2849		Global Montello Group
Washington	Gas Premium	\$ 2.3936		Global Montello Group
Wayne	Flex Fuel (E-85)	\$ 2.8333	\$ 0.0500	Sunoco LLC
Wayne	Gas Regular	\$ 2.2961	\$ 0.0500	Sunoco LLC
Wayne	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Westchester	Flex Fuel (E-85)	\$ 1.6448		Sprague Operating Resources
Westchester	OPRG(E) Gas Mid Range	\$ 2.1380		United Metro Energy Corp.
Westchester	OPRG(E) Gas Premium	\$ 2.2046		United Metro Energy Corp.
Westchester	OPRG(E) Gas Regular	\$ 2.1320		United Metro Energy Corp.
Wyoming	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Yates	Gas Regular	\$ 2.2869		Sunoco LLC
Yates	Gas Mid Range	\$ 2.4589		Sunoco LLC

**NEW ACCOUNTS:**

All new accounts must follow the procedure outlined in the Delivery Schedules section of this award. Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractors to notify both contract user



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

**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).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**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 any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES:**

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the Contract period, and will purchase all their Gasoline and E-85 requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no

guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

### **PRICE:**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

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

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of gasoline on Wednesday, and requests that the delivery be made on the following Tuesday.

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 this Contract.

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

### **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).

### **MINIMUM ORDER:**

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 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. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, 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".

<b>Tank Capacity (in gallons)</b>	<b>Amount Delivered (in gallons)</b>	<b>Optional Surcharge</b>
1000 or more	Under 500 to 250	\$50.00

	Under 250	\$75.00
Less than 1000	Under 500 to 250	\$25.00
	Under 250	\$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.

### **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.

### **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)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (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/content/vendor-information>.

### **SHIPPING CHARGES:**

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

**PRODUCT DELIVERY:**

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel 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. In addition to any available remedies per Appendix B, Section 48 Remedies for Breach, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Gasoline and E-85 on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

**AUTOMATIC REPLENISHMENT:**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.

Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or

tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

The minimum order size of 500 gallons stipulated in Section MINIMUM ORDER shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the Contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

### **METHOD OF DELIVERY**

**TW:** Delivery by tank wagon into storage tanks of less than 5,500 gallons

**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.

### **DELIVERY SCHEDULES:**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL205, are available as a guide to indicate proposed delivery points and estimated annual quantities. Delivery schedules may be revised or clarified as necessary. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The delivery schedules are available on the OGS website.

Contractors shall be obligated to deliver under the resulting 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 bid opening for this award, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' requests for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Contract user and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See Section New Accounts.

At any time during the Contract term, Contractor 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.

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

### **FILL AND VENT REQUIREMENTS:**

Authorized Users 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.

Authorized Users should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

**PETROLEUM TRANSFER REQUIREMENTS:**

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

**PRODUCT RETURN AND EXCHANGES:**

In addition to the provisions of Appendix B, Sections 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

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

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

**ENGINEERING SERVICE:**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint 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 the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

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

Attn: Bryant Kirk  
NYS Office of General Services, Procurement Services  
Corning Tower, 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*



## Office of General Services Procurement Services

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

# Contract Award Notification

<b>Title</b>	:	<b>Group 05600 – Gasoline &amp; E-85 (Statewide)</b> <b>Classification Code(s): 15</b>
<b>Award Number</b>	:	<b>23092 (Replaces Awards 22782 and 22951)</b>
<b>Contract Period</b>	:	<b>December 19, 2018 – December 16, 2021</b>
<b>Bid Opening Date</b>	:	<b>September 19, 2018</b>
<b>Date of Issue</b>	:	<b>December 13, 2018 (Revised November 5, 2020)</b>
<b>Specification Reference</b>	:	<b>As Incorporated Herein</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

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

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

### Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.  
For current contract prices, please go to the Pricing Information link on the Award page.

**Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0560223092CAN.HTM>**

PR#23092



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

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC68456	<b>Global Montello Group Corp.</b> 800 South Street Waltham, MA 02454	Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4003 Email: Bids@globalp.com  <b>Customer Service Contact for NYS Contract Orders (24/7/365):</b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contact to Escalate Contract Orders:</b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contacts for NYS Declared Emergencies or Disasters:</b> Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4259 Email: kyoung@globalp.com  Kevin Bowe (Back-up) Dispatch Manager Phone: 781-398-4059 Email: kbowe@globalp.com  <b>Contact for Billing Issues:</b> Bid Department Phone: 781-398-4003 Email: bids@globalp.com	04-3443028 1100005467

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PC68457	<b>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products</b> The Metrocenter – 49 Court Street, P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Email: joe.desti@mirabito.com  <b><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</u></b> Paul Gunther CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com  <b><u>Contact to Escalate Contract Orders:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Email: jason.mirabito@mirabito.com  <b><u>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</u></b> Gene Fuller Operations Manager Phone: 607-561-2735 Toll Free: 800-934-9480 Email: gene.fuller@mirabito.com  <b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Toll Free: 800-934-9480 Email: jason.mirabito@mirabito.com  <b><u>Contact for Billing Issues:</u></b> Paul Gunther (M-F, 8am-5pm) CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com	15-0552668 1000007358
PC68458  SB-47	<b>MX Petroleum Corp.</b> 22 Center Street Massena, NY 13662	Jeanine Caron Controller Phone: 315-769-9500 Email: j.caron@mxfuels.com  <b><u>Customer Service Contact for NYS Contract Orders:</u></b> Dispatcher (M-F, 830am-5pm) Phone: 315-769-9500 Toll Free: 800-840-0645 Website: mxfuels.com  <b><u>Contact to Escalate Contract Orders:</u></b> Gus Miller General Manager Phone: 315-769-9500	16-1352970 1000015801

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		<p>Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b> Answer Service Dispatcher Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b>Contacts for NYS Declared Emergencies or Disasters:</b> Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com</p> <p>Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com</p> <p><b>Contact for Billing Issues:</b> Jeanine Caron (M-F, 830am-5pm) Controller Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com</p>	
PC68459	<p><b>NOCO Energy Corp.</b> 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><b>Customer Service Contact for NYS Contract Orders (Mon-Fri 730am-500pm):</b> Customer Fuel Order Desk Fuel Order Consultant Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><b>Contact to Escalate Contract Orders:</b> Alice Lineberger Customer Service Manager Phone: 716-614-1148 / 716-341-9722 Email: alineberger@noco.com</p> <p><b>Contact for After Hours, Weekend, Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> Kevin Galas Transportation Director Phone: 716-504-3308 / 716-435-7309 Email: kgalas@noco.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Joe Gross</p>	<p>160727383 1000007468</p>

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		<p>Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p> <p><b>Contact for Billing Issues:</b> Joe Gross (M-F, 730am-5pm) Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p>	
PC68460	<p><b>Sprague Operating Resources LLC</b> 185 International Drive Portsmouth, NH 03801</p>	<p>Jeanette Finley Manager, Bids &amp; Contracts Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p><b>Customer Service Contact for NYS Contract Orders (24/7/365):</b> Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b>Contact to Escalate Contract Orders:</b> Customer Care Team/Dispatch Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b>Contacts for NYS Declared Emergencies or Disasters:</b> Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola (Back-up) Director, Transportation Phone: 516-622-7091 Toll Free: 800-225-1560 Email: newyorktransportationmanagement@spragueenergy.com</p> <p><b>Contact for Billing Issues:</b> Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com</p>	<p>02-0415440 1000005203</p>

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PC68461	<b>Sunoco LLC</b> 3801 West Chester Pike Newtown Square, PA 19073	Sean Grogan Phone: 585-537-3784 Email: Sean.Grogan@sunoco.com  <b>Customer Service Contact for NYS</b> <u><b>Contract Orders:</b></u> Sunoco Dispatch Dispatch Group Toll-Free: 800-955-5992 E-mail: superiordispatch@sunoco.com  <u><b>Contact to Escalate Contract Orders:</b></u> Sunoco Wholesale Toll Free: 800-724-2552 Email: wholesale@sunoco.com  <u><b>Contact for After Hours, Weekend, or Holiday Emergency:</b></u> Sunoco Wholesale Toll-Free: 800-955-5992 E-mail: wholesale@sunoco.com  <u><b>Contacts for NYS Declared Emergencies or Disasters:</b></u> Sunoco Dispatch Toll Free: 800-955-5992 E-mail: superiordispatch@sunoco.com  Sunoco Wholesale (Back-up) Toll Free: 800-724-2552 E-mail: wholesale@sunoco.com  <u><b>Contact for Billing Issues:</b></u> Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-964-6321 option 2 E-mail: customersolutions.mailbox@sunoco.com	46-4151222 1100195900
PC68462	<b>United Metro Energy Corp.</b> 500 Kingsland Ave. Brooklyn, NY 11222  <b>The contract with United Metro Energy Corp. is unilaterally extended until March 18, 2021 or until a replacement award is executed.</b>	Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com  <b>Customer Services Contact for NYS</b> <u><b>Contract Orders:</b></u> Edward Abreu (7am-7pm) Manager Customer Service Phone: 718-389-5800 x152 Email: edwardabreu@umecny.com  <u><b>Contact for After Hours, Weekend, and/or Holiday Emergency:</b></u> Scott Alnwick Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	46-2112871 1100082712

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		<b>Contacts for NYS Declared Emergencies or Disasters:</b> Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com  Scott Alnwick (Back-up) Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	
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Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

**(See "Invoicing and Payment" in this document.)**

AGENCIES SHOULD NOTIFY 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.

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**ITEMS IN RED WILL NOT BE AVAILABLE AFTER MARCH 18, 2021, or until a new Award is issued.**

### **AWARDS BY COUNTY**

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the “Pricing Information” link on the Award page.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Albany	Flex Fuel (E-85)	\$ 1.8374		Global Montello Group
Albany	Gas Regular	\$ 2.1418		Global Montello Group
Albany	Gas Mid Range	\$ 2.2106		Global Montello Group
Albany	Gas Premium	\$ 2.3493		Global Montello Group
Allegany	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Allegany	Gas Regular	\$ 2.6261	\$ 0.1000	Sunoco LLC
Allegany	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Bronx</b>	<b>OPRG(E) Gas Regular</b>	<b>\$ 2.1799</b>		<b>United Metro Energy Corp.</b>
Broome	Gas Regular	\$ 2.1761		Mirabito Energy Products
Broome	Gas Mid Range	\$ 2.2329		Mirabito Energy Products
Cattaraugus	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Cattaraugus	Gas Regular	\$ 2.2046		NOCO Energy Corp.
Cattaraugus	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Cayuga	Gas Regular	\$ 2.5206		Mirabito Energy Products
Chautauqua	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Chautauqua	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Chautauqua	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Chautauqua	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Chemung	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Chemung	Gas Regular	\$ 2.3261		Sunoco LLC
Chemung	Gas Mid Range	\$ 2.6329		Sunoco LLC
Chemung	Gas Premium	\$ 2.7183		Sunoco LLC
Chenango	Gas Regular	\$ 2.5506		Mirabito Energy Products
Clinton	Gas Regular	\$ 2.2513	\$ 0.1200	MX Petroleum Corp.
Clinton	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Columbia	Gas Regular	\$ 2.2542		Global Montello Group
Cortland	Gas Regular	\$ 2.5816		Mirabito Energy Products
Cortland	Gas Premium	\$ 2.7238		Mirabito Energy Products
Delaware	Gas Regular	\$ 2.5816		Mirabito Energy Products
Dutchess	OPRG(E) Gas Regular	\$ 2.2772		Global Montello Group
Dutchess	OPRG(E) Gas Premium	\$ 2.4109		Global Montello Group
Dutchess	OPRG(E) Gas Mid Range	\$ 2.3221		Global Montello Group
Erie	Flex Fuel (E-85)	\$ 2.2833		Sunoco LLC
Erie	Gas Regular	\$ 2.1261	\$ 0.0100	NOCO Energy Corp.
Erie	Gas Mid Range	\$ 2.3289		NOCO Energy Corp.

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County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
<b>Erie</b>	Gas Premium	\$ 2.4143		NOCO Energy Corp.
<b>Essex</b>	Gas Regular	\$ 2.2216	\$ 0.1200	MX Petroleum Corp.
<b>Essex</b>	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
<b>Franklin</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Franklin</b>	Gas Regular	\$ 2.2303	\$ 0.1200	MX Petroleum Corp.
<b>Fulton</b>	Gas Regular	\$ 2.2253		Global Montello Group
<b>Fulton</b>	Gas Mid Range	\$ 2.2941		Global Montello Group
<b>Fulton</b>	Gas Premium	\$ 2.4328		Global Montello Group
<b>Genesee</b>	Gas Regular	\$ 2.3261	\$ 0.1000	Sunoco LLC
<b>Greene</b>	Gas Regular	\$ 2.2065		Global Montello Group
<b>Hamilton</b>	Gas Regular	\$ 2.4761		Sunoco LLC
<b>Herkimer</b>	Gas Regular	\$ 2.3761		Mirabito Energy Products
<b>Herkimer</b>	Gas Premium	\$ 2.5183		Mirabito Energy Products
<b>Jefferson</b>	Gas Regular	\$ 2.5011		Mirabito Energy Products
<b>Jefferson</b>	Gas Mid Range	\$ 2.5579		Mirabito Energy Products
<b>Kings</b>	OPRG(E) Gas Premium	\$ 2.1861		United Metro Energy Corp.
<b>Kings</b>	OPRG(E) Gas Regular	\$ 2.1283		United Metro Energy Corp.
<b>Lewis</b>	Gas Regular	\$ 2.6261		Sunoco LLC
<b>Livingston</b>	Gas Regular	\$ 2.3061		Mirabito Energy Products
<b>Livingston</b>	Gas Mid Range	\$ 2.4429		Mirabito Energy Products
<b>Livingston</b>	Gas Premium	\$ 2.5683		Mirabito Energy Products
<b>Madison</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Madison</b>	Gas Regular	\$ 2.3261	\$ 0.0500	Sunoco LLC
<b>Madison</b>	Gas Mid Range	\$ 2.6829	\$ 0.0500	Sunoco LLC
<b>Monroe</b>	Flex Fuel (E-85)	\$ 2.1833		Sunoco LLC
<b>Monroe</b>	Gas Regular	\$ 2.2011	\$ 0.0800	Sunoco LLC
<b>Monroe</b>	Gas Mid Range	\$ 2.3329	\$ 0.0800	Sunoco LLC
<b>Monroe</b>	Gas Premium	\$ 2.4183	\$ 0.0800	Sunoco LLC
<b>Montgomery</b>	Gas Regular	\$ 2.1939		Global Montello Group
<b>Montgomery</b>	Gas Mid Range	\$ 2.2627		Global Montello Group
<b>Nassau</b>	Flex Fuel (E-85)	\$ 1.7720		Sprague Operating Resources
<b>Nassau</b>	OPRG(E) Gas Regular	\$ 2.0913		Sprague Operating Resources
<b>Nassau</b>	OPRG(E) Gas Mid Range	\$ 2.1563		Sprague Operating Resources
<b>Nassau</b>	OPRG(E) Gas Premium	\$ 2.2215		Sprague Operating Resources
<b>New York</b>	OPRG(E) Gas Regular	\$ 2.0942		United Metro Energy Corp.
<b>New York</b>	OPRG(E) Gas Premium	\$ 2.2012		United Metro Energy Corp.
<b>Niagara</b>	Gas Regular	\$ 2.1596	\$ 0.0100	NOCO Energy Corp.
<b>Niagara</b>	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
<b>Niagara</b>	Gas Premium	\$ 2.4073		NOCO Energy Corp.
<b>Oneida</b>	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
<b>Oneida</b>	Gas Regular	\$ 2.5066		Mirabito Energy Products
<b>Oneida</b>	Gas Mid Range	\$ 2.5634		Mirabito Energy Products

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County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Onondaga	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Onondaga	Gas Regular	\$ 2.5066		Mirabito Energy Products
Ontario	Gas Regular	\$ 2.1060		Sunoco LLC
Ontario	Gas Mid Range	\$ 2.3328		Sunoco LLC
Ontario	Gas Premium	\$ 2.4182		Sunoco LLC
Orange	Flex Fuel (E-85)	\$ 1.8675		Global Montello Group
Orange	OPRG(E) Gas Mid Range	\$ 2.3244		Global Montello Group
Orange	OPRG(E) Gas Premium	\$ 2.3732		Global Montello Group
Orange	OPRG(E) Gas Regular	\$ 2.2695		Global Montello Group
Orleans	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Orleans	Gas Regular	\$ 2.1911	\$ 0.0500	Sunoco LLC
Orleans	Gas Mid Range	\$ 2.3329	\$ 0.0500	Sunoco LLC
Oswego	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oswego	Gas Regular	\$ 2.3761		Mirabito Energy Products
Oswego	Gas Mid Range	\$ 2.4329		Mirabito Energy Products
Otsego	Gas Regular	\$ 2.3751		Mirabito Energy Products
Putnam	OPRG(E) Gas Mid Range	\$ 2.2690		Global Montello Group
Putnam	OPRG(E) Gas Premium	\$ 2.3578		Global Montello Group
Putnam	OPRG(E) Gas Regular	\$ 2.2141		Global Montello Group
Queens	OPRG(E) Gas Mid Range	\$ 2.0995		United Metro Energy Corp.
Queens	OPRG(E) Gas Premium	\$ 2.1636		United Metro Energy Corp.
Queens	OPRG(E) Gas Regular	\$ 2.0932		United Metro Energy Corp.
Rensselaer	Flex Fuel (E-85)	\$ 1.8353		Global Montello Group
Rensselaer	Gas Regular	\$ 2.1397		Global Montello Group
Rensselaer	Gas Mid Range	\$ 2.2085		Global Montello Group
Rockland	Flex Fuel (E-85)	\$ 1.8068		Global Montello Group
Rockland	OPRG(E) Gas Mid Range	\$ 2.2537		Global Montello Group
Rockland	OPRG(E) Gas Premium	\$ 2.3425		Global Montello Group
Rockland	OPRG(E) Gas Regular	\$ 2.2088		Global Montello Group
Saratoga	Gas Regular	\$ 2.2019		Global Montello Group
Saratoga	Gas Mid Range	\$ 2.2707		Global Montello Group
Saratoga	Gas Premium	\$ 2.4094		Global Montello Group
Schenectady	Gas Regular	\$ 2.1749		Global Montello Group
Schenectady	Gas Mid Range	\$ 2.2237		Global Montello Group
Schoharie	Gas Regular	\$ 2.2075		Global Montello Group
Schuyler	Gas Regular	\$ 2.2511		Sunoco LLC
Seneca	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Seneca	Gas Regular	\$ 2.6260		Sunoco LLC
Seneca	Gas Mid Range	\$ 2.6829		Sunoco LLC
Seneca	Gas Premium	\$ 2.7683		Sunoco LLC

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County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
St. Lawrence	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
St. Lawrence	Gas Regular	\$ 2.2766	\$ 0.1200	MX Petroleum Corp.
St. Lawrence	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Steuben	Gas Regular	\$ 2.3060		Sunoco LLC
Steuben	Gas Mid Range	\$ 2.3628		Sunoco LLC
Steuben	Gas Premium	\$ 2.3628		Sunoco LLC
Suffolk	Flex Fuel (E-85)	\$ 1.6300		Sprague Operating Resources
Suffolk	OPRG(E) Gas Mid Range	\$ 2.1609		Sprague Operating Resources
Suffolk	OPRG(E) Gas Premium	\$ 2.2262		Sprague Operating Resources
Suffolk	OPRG(E) Gas Regular	\$ 2.0958		Sprague Operating Resources
Sullivan	Gas Regular	\$ 2.1555		Global Montello Group
Tioga	Gas Regular	\$ 2.5316		Mirabito Energy Products
Tompkins	Gas Regular	\$ 2.3561		Sunoco LLC
Tompkins	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Ulster	Gas Regular	\$ 2.1971		Global Montello Group
Ulster	Gas Mid Range	\$ 2.2659		Global Montello Group
Ulster	Gas Premium	\$ 2.3646		Global Montello Group
Warren	Gas Regular	\$ 2.1872		Global Montello Group
Warren	Gas Mid Range	\$ 2.2560		Global Montello Group
Washington	Gas Regular	\$ 2.2161		Global Montello Group
Washington	Gas Mid Range	\$ 2.2849		Global Montello Group
Washington	Gas Premium	\$ 2.3936		Global Montello Group
Wayne	Flex Fuel (E-85)	\$ 2.8333	\$ 0.0500	Sunoco LLC
Wayne	Gas Regular	\$ 2.2961	\$ 0.0500	Sunoco LLC
Wayne	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Westchester	Flex Fuel (E-85)	\$ 1.6448		Sprague Operating Resources
Westchester	OPRG(E) Gas Mid Range	\$ 2.1380		United Metro Energy Corp.
Westchester	OPRG(E) Gas Premium	\$ 2.2046		United Metro Energy Corp.
Westchester	OPRG(E) Gas Regular	\$ 2.1320		United Metro Energy Corp.
Wyoming	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Yates	Gas Regular	\$ 2.2869		Sunoco LLC
Yates	Gas Mid Range	\$ 2.4589		Sunoco LLC

**NEW ACCOUNTS:**

All new accounts must follow the procedure outlined in the Delivery Schedules section of this award. Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractors to notify both contract user

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

**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).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**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 any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES:**

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the Contract period, and will purchase all their Gasoline and E-85 requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no

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guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

**PRICE:**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

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

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of gasoline on Wednesday, and requests that the delivery be made on the following Tuesday.

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 this Contract.

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

**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).

**MINIMUM ORDER:**

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 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. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, 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 (in gallons)	Optional Surcharge
1000 or more	Under 500 to 250	\$50.00
	Under 250	\$75.00
Less than 1000	Under 500 to 250	\$25.00
	Under 250	\$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.

### **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.

### **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)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (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/content/vendor-information>.

(continued)

**SHIPPING CHARGES:**

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

**PRODUCT DELIVERY:**

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel 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. In addition to any available remedies per Appendix B, Section 48 Remedies for Breach, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Gasoline and E-85 on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

**AUTOMATIC REPLENISHMENT:**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.

Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

(continued)

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

The minimum order size of 500 gallons stipulated in Section MINIMUM ORDER shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the Contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

#### **METHOD OF DELIVERY**

**TW:** Delivery by tank wagon into storage tanks of less than 5,500 gallons

**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.

#### **DELIVERY SCHEDULES:**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL205, are available as a guide to indicate proposed delivery points and estimated annual quantities. Delivery schedules may be revised or clarified as necessary. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The delivery schedules are available on the OGS website.

Contractors shall be obligated to deliver under the resulting 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 bid opening for this award, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' requests for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Contract user and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See Section New Accounts.

At any time during the Contract term, Contractor 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.

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

(continued)

**FILL AND VENT REQUIREMENTS:**

Authorized Users 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.

Authorized Users should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

**PETROLEUM TRANSFER REQUIREMENTS:**

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

**PRODUCT RETURN AND EXCHANGES:**

In addition to the provisions of Appendix B, Sections 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

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

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

**ENGINEERING SERVICE:**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint 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 the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.



**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

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

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

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

**CONTRACTOR**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (over)

**Agency:** \_\_\_\_\_ **Prepared by:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

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

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

**Please return this form via e-mail to** OGS.sm.ps\_CM\_FleetFuelRoads@ogs.ny.gov **or mail to:**

Attn: Bryant Kirk  
NYS Office of General Services, Procurement Services  
Corning Tower, 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

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## Office of General Services Procurement Services

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

# Contract Award Notification

<b>Title</b>	:	<b>Group 05600 – Gasoline &amp; E-85 (Statewide)</b> <b>Classification Code(s): 15</b>
<b>Award Number</b>	:	<b><u>23092</u></b> (Replaces Awards 22782 and 22951)
<b>Contract Period</b>	:	<b>December 19, 2018 – December 16, 2021</b>
<b>Bid Opening Date</b>	:	<b>September 19, 2018</b>
<b>Date of Issue</b>	:	<b>December 13, 2018</b> (Revised January 21, 2021)
<b>Specification Reference</b>	:	<b>As Incorporated Herein</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

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

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

### Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.  
For current contract prices, please go to the Pricing Information link on the Award page.

**Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://online.ogs.ny.gov/purchase/spg/awards/0560023092CAN.HTM>**

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

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC68456	Global Montello Group Corp. 800 South Street Waltham, MA 02454	<p>Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4003 Email: Bids@globalp.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4259 Email: kyoung@globalp.com</p> <p>Kevin Bowe (Back-up) Dispatch Manager Phone: 781-398-4059 Email: kbowe@globalp.com</p> <p><b><u>Contact for Billing Issues:</u></b> Bid Department Phone: 781-398-4003 Email: bids@globalp.com</p>	04-3443028 1100005467

PC68457	<b>Mirabito Holdings, Inc. d/b/a Mirabito Energy Products</b> The Metrocenter – 49 Court Street, P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Email: joe.desti@mirabito.com  <u><b>Customer Service Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</b></u> Paul Gunther CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com  <u><b>Contact to Escalate Contract Orders:</b></u> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Email: jason.mirabito@mirabito.com  <u><b>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</b></u> Gene Fuller Operations Manager Phone: 607-561-2735 Toll Free: 800-934-9480 Email: gene.fuller@mirabito.com  <u><b>Backup Contact for NYS Declared Emergencies or Disasters:</b></u> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Toll Free: 800-934-9480 Email: jason.mirabito@mirabito.com  <u><b>Contact for Billing Issues:</b></u> Paul Gunther (M-F, 8am-5pm) CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com	15-0552668 1000007358
PC68458  SB-47	<b>MX Petroleum Corp.</b> 22 Center Street Massena, NY 13662	Jeanine Caron Controller Phone: 315-769-9500 Email: j.caron@mxfuels.com  <u><b>Customer Service Contact for NYS Contract Orders:</b></u> Dispatcher (M-F, 830am-5pm) Phone: 315-769-9500 Toll Free: 800-840-0645 Website: mxfuels.com  <u><b>Contact to Escalate Contract Orders:</b></u> Gus Miller General Manager Phone: 315-769-9500	16-1352970 1000015801

		<p>Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Answer Service Dispatcher Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com</p> <p>Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com</p> <p><b><u>Contact for Billing Issues:</u></b> Jeanine Caron (M-F, 830am-5pm) Controller Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com</p>	
PC68459	<p><b>NOCO Energy Corp.</b> 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 730am-500pm):</u></b> Customer Fuel Order Desk Fuel Order Consultant Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Alice Lineberger Customer Service Manager Phone: 716-614-1148 / 716-341-9722 Email: alineberger@noco.com</p> <p><b><u>Contact for After Hours, Weekend, Holiday Emergency, and NYS Declared Emergencies or Disasters:</u></b> Kevin Galas Transportation Director Phone: 716-504-3308 / 716-435-7309 Email: kgalas@noco.com</p> <p><b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Joe Gross</p>	<p>160727383 1000007468</p>

		<p>Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p> <p><b><u>Contact for Billing Issues:</u></b> Joe Gross (M-F, 730am-5pm) Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p>	
PC68460	<p><b>Sprague Operating Resources LLC</b> 185 International Drive Portsmouth, NH 03801</p>	<p>Jeanette Finley Manager, Bids &amp; Contracts Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b> Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Customer Care Team/Dispatch Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola (Back-up) Director, Transportation Phone: 516-622-7091 Toll Free: 800-225-1560 Email: newyorktransportationmanagement@spragueenergy.com</p> <p><b><u>Contact for Billing Issues:</u></b> Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com</p>	<p>02-0415440 1000005203</p>

PC68461	<b>Sunoco LLC</b> 3801 West Chester Pike Newtown Square, PA 19073	<p> <b>Scott Messmer</b>  Phone: 585-537-3772  Email: <a href="mailto:Scott.Messmer@sunoco.com">Scott.Messmer@sunoco.com</a> </p> <p> <b><u>Customer Service Contact for NYS Contract Orders:</u></b>  Sunoco Dispatch  Dispatch Group  Toll-Free: 800-955-5992  E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a> </p> <p> <b><u>Contact to Escalate Contract Orders:</u></b>  Sunoco Wholesale  Toll Free: 800-724-2552  Email: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a> </p> <p> <b>Scott Messmer</b>  Phone: 585-537-3772  Email: <a href="mailto:Scott.Messmer@sunoco.com">Scott.Messmer@sunoco.com</a> </p> <p> <b>Dawn Kramer</b>  Phone: 585-537-3777  Email: <a href="mailto:Dawn.Kramer@sunoco.com">Dawn.Kramer@sunoco.com</a> </p> <p> <b><u>Contact for After Hours, Weekend, or Holiday Emergency:</u></b>  Sunoco Wholesale  Toll-Free: 800-955-5992  E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a> </p> <p> <b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b>  Sunoco Dispatch  Toll Free: 800-955-5992  E-mail: <a href="mailto:Sunocowsdispatch@sunoco.com">Sunocowsdispatch@sunoco.com</a> </p> <p> Sunoco Wholesale (Back-up)  Toll Free: 800-724-2552  E-mail: <a href="mailto:wholesale@sunoco.com">wholesale@sunoco.com</a> </p> <p> <b><u>Contact for Billing Issues:</u></b>  Sunoco Wholesale (M-F, 8am-5pm)  Toll Free: 800-964-6321 option 2  E-mail: <a href="mailto:customersolutions.mailbox@sunoco.com">customersolutions.mailbox@sunoco.com</a> </p> <p> <b>Dawn Kramer</b>  Phone: 585-537-3777  Email: <a href="mailto:Dawn.Kramer@sunoco.com">Dawn.Kramer@sunoco.com</a> </p>	46-4151222 1100195900
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PC68462	<p><b>United Metro Energy Corp.</b> 500 Kingsland Ave. Brooklyn, NY 11222</p> <p><b>The contract with United Metro Energy Corp. is unilaterally extended until March 18, 2021 or until a replacement award is executed.</b></p>	<p>Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com</p> <p><b><u>Customer Services Contact for NYS Contract Orders:</u></b> Edward Abreu (7am-7pm) Manager Customer Service Phone: 718-389-5800 x152 Email: edwardabreu@umecny.com</p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b> Scott Alnwick Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com</p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b> Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com</p> <p>Scott Alnwick (Back-up) Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com</p>	<p>46-2112871 1100082712</p>
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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 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).

**ITEMS IN RED WILL NOT BE AVAILABLE AFTER MARCH 18, 2021, or until a new Award is issued.**

## **AWARDS BY COUNTY**

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the “Pricing Information” link on the Award page.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Albany	Flex Fuel (E-85)	\$ 1.8374		Global Montello Group
Albany	Gas Regular	\$ 2.1418		Global Montello Group
Albany	Gas Mid Range	\$ 2.2106		Global Montello Group
Albany	Gas Premium	\$ 2.3493		Global Montello Group
Allegany	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Allegany	Gas Regular	\$ 2.6261	\$ 0.1000	Sunoco LLC
Allegany	Gas Mid Range	\$ 2.6829		Sunoco LLC
<b>Bronx</b>	<b>OPRG(E) Gas Regular</b>	<b>\$ 2.1799</b>		<b>United Metro Energy Corp.</b>
Broome	Gas Regular	\$ 2.1761		Mirabito Energy Products
Broome	Gas Mid Range	\$ 2.2329		Mirabito Energy Products
Cattaraugus	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Cattaraugus	Gas Regular	\$ 2.2046		NOCO Energy Corp.
Cattaraugus	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Cayuga	Gas Regular	\$ 2.5206		Mirabito Energy Products
Chautauqua	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Chautauqua	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Chautauqua	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Chautauqua	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Chemung	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Chemung	Gas Regular	\$ 2.3261		Sunoco LLC
Chemung	Gas Mid Range	\$ 2.6329		Sunoco LLC
Chemung	Gas Premium	\$ 2.7183		Sunoco LLC
Chenango	Gas Regular	\$ 2.5506		Mirabito Energy Products
Clinton	Gas Regular	\$ 2.2513	\$ 0.1200	MX Petroleum Corp.
Clinton	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Columbia	Gas Regular	\$ 2.2542		Global Montello Group
Cortland	Gas Regular	\$ 2.5816		Mirabito Energy Products
Cortland	Gas Premium	\$ 2.7238		Mirabito Energy Products
Delaware	Gas Regular	\$ 2.5816		Mirabito Energy Products
Dutchess	OPRG(E) Gas Regular	\$ 2.2772		Global Montello Group
Dutchess	OPRG(E) Gas Premium	\$ 2.4109		Global Montello Group
Dutchess	OPRG(E) Gas Mid Range	\$ 2.3221		Global Montello Group
Erie	Flex Fuel (E-85)	\$ 2.2833		Sunoco LLC
Erie	Gas Regular	\$ 2.1261	\$ 0.0100	NOCO Energy Corp.
Erie	Gas Mid Range	\$ 2.3289		NOCO Energy Corp.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Erie	Gas Premium	\$ 2.4143		NOCO Energy Corp.
Essex	Gas Regular	\$ 2.2216	\$ 0.1200	MX Petroleum Corp.
Essex	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Franklin	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Franklin	Gas Regular	\$ 2.2303	\$ 0.1200	MX Petroleum Corp.
Fulton	Gas Regular	\$ 2.2253		Global Montello Group
Fulton	Gas Mid Range	\$ 2.2941		Global Montello Group
Fulton	Gas Premium	\$ 2.4328		Global Montello Group
Genesee	Gas Regular	\$ 2.3261	\$ 0.1000	Sunoco LLC
Greene	Gas Regular	\$ 2.2065		Global Montello Group
Hamilton	Gas Regular	\$ 2.4761		Sunoco LLC
Herkimer	Gas Regular	\$ 2.3761		Mirabito Energy Products
Herkimer	Gas Premium	\$ 2.5183		Mirabito Energy Products
Jefferson	Gas Regular	\$ 2.5011		Mirabito Energy Products
Jefferson	Gas Mid Range	\$ 2.5579		Mirabito Energy Products
Kings	OPRG(E) Gas Premium	\$ 2.1861		United Metro Energy Corp.
Kings	OPRG(E) Gas Regular	\$ 2.1283		United Metro Energy Corp.
Lewis	Gas Regular	\$ 2.6261		Sunoco LLC
Livingston	Gas Regular	\$ 2.3061		Mirabito Energy Products
Livingston	Gas Mid Range	\$ 2.4429		Mirabito Energy Products
Livingston	Gas Premium	\$ 2.5683		Mirabito Energy Products
Madison	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Madison	Gas Regular	\$ 2.3261	\$ 0.0500	Sunoco LLC
Madison	Gas Mid Range	\$ 2.6829	\$ 0.0500	Sunoco LLC
Monroe	Flex Fuel (E-85)	\$ 2.1833		Sunoco LLC
Monroe	Gas Regular	\$ 2.2011	\$ 0.0800	Sunoco LLC
Monroe	Gas Mid Range	\$ 2.3329	\$ 0.0800	Sunoco LLC
Monroe	Gas Premium	\$ 2.4183	\$ 0.0800	Sunoco LLC
Montgomery	Gas Regular	\$ 2.1939		Global Montello Group
Montgomery	Gas Mid Range	\$ 2.2627		Global Montello Group
Nassau	Flex Fuel (E-85)	\$ 1.7720		Sprague Operating Resources
Nassau	OPRG(E) Gas Regular	\$ 2.0913		Sprague Operating Resources
Nassau	OPRG(E) Gas Mid Range	\$ 2.1563		Sprague Operating Resources
Nassau	OPRG(E) Gas Premium	\$ 2.2215		Sprague Operating Resources
New York	OPRG(E) Gas Regular	\$ 2.0942		United Metro Energy Corp.
New York	OPRG(E) Gas Premium	\$ 2.2012		United Metro Energy Corp.
Niagara	Gas Regular	\$ 2.1596	\$ 0.0100	NOCO Energy Corp.
Niagara	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Niagara	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Oneida	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oneida	Gas Regular	\$ 2.5066		Mirabito Energy Products
Oneida	Gas Mid Range	\$ 2.5634		Mirabito Energy Products

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Onondaga	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Onondaga	Gas Regular	\$ 2.5066		Mirabito Energy Products
Ontario	Gas Regular	\$ 2.1060		Sunoco LLC
Ontario	Gas Mid Range	\$ 2.3328		Sunoco LLC
Ontario	Gas Premium	\$ 2.4182		Sunoco LLC
Orange	Flex Fuel (E-85)	\$ 1.8675		Global Montello Group
Orange	OPRG(E) Gas Mid Range	\$ 2.3244		Global Montello Group
Orange	OPRG(E) Gas Premium	\$ 2.3732		Global Montello Group
Orange	OPRG(E) Gas Regular	\$ 2.2695		Global Montello Group
Orleans	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Orleans	Gas Regular	\$ 2.1911	\$ 0.0500	Sunoco LLC
Orleans	Gas Mid Range	\$ 2.3329	\$ 0.0500	Sunoco LLC
Oswego	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oswego	Gas Regular	\$ 2.3761		Mirabito Energy Products
Oswego	Gas Mid Range	\$ 2.4329		Mirabito Energy Products
Otsego	Gas Regular	\$ 2.3751		Mirabito Energy Products
Putnam	OPRG(E) Gas Mid Range	\$ 2.2690		Global Montello Group
Putnam	OPRG(E) Gas Premium	\$ 2.3578		Global Montello Group
Putnam	OPRG(E) Gas Regular	\$ 2.2141		Global Montello Group
Queens	OPRG(E) Gas Mid Range	\$ 2.0995		United Metro Energy Corp.
Queens	OPRG(E) Gas Premium	\$ 2.1636		United Metro Energy Corp.
Queens	OPRG(E) Gas Regular	\$ 2.0932		United Metro Energy Corp.
Rensselaer	Flex Fuel (E-85)	\$ 1.8353		Global Montello Group
Rensselaer	Gas Regular	\$ 2.1397		Global Montello Group
Rensselaer	Gas Mid Range	\$ 2.2085		Global Montello Group
Rockland	Flex Fuel (E-85)	\$ 1.8068		Global Montello Group
Rockland	OPRG(E) Gas Mid Range	\$ 2.2537		Global Montello Group
Rockland	OPRG(E) Gas Premium	\$ 2.3425		Global Montello Group
Rockland	OPRG(E) Gas Regular	\$ 2.2088		Global Montello Group
Saratoga	Gas Regular	\$ 2.2019		Global Montello Group
Saratoga	Gas Mid Range	\$ 2.2707		Global Montello Group
Saratoga	Gas Premium	\$ 2.4094		Global Montello Group
Schenectady	Gas Regular	\$ 2.1749		Global Montello Group
Schenectady	Gas Mid Range	\$ 2.2237		Global Montello Group
Schoharie	Gas Regular	\$ 2.2075		Global Montello Group
Schuyler	Gas Regular	\$ 2.2511		Sunoco LLC
Seneca	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Seneca	Gas Regular	\$ 2.6260		Sunoco LLC
Seneca	Gas Mid Range	\$ 2.6829		Sunoco LLC
Seneca	Gas Premium	\$ 2.7683		Sunoco LLC

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
St. Lawrence	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
St. Lawrence	Gas Regular	\$ 2.2766	\$ 0.1200	MX Petroleum Corp.
St. Lawrence	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Steuben	Gas Regular	\$ 2.3060		Sunoco LLC
Steuben	Gas Mid Range	\$ 2.3628		Sunoco LLC
Steuben	Gas Premium	\$ 2.3628		Sunoco LLC
Suffolk	Flex Fuel (E-85)	\$ 1.6300		Sprague Operating Resources
Suffolk	OPRG(E) Gas Mid Range	\$ 2.1609		Sprague Operating Resources
Suffolk	OPRG(E) Gas Premium	\$ 2.2262		Sprague Operating Resources
Suffolk	OPRG(E) Gas Regular	\$ 2.0958		Sprague Operating Resources
Sullivan	Gas Regular	\$ 2.1555		Global Montello Group
Tioga	Gas Regular	\$ 2.5316		Mirabito Energy Products
Tompkins	Gas Regular	\$ 2.3561		Sunoco LLC
Tompkins	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Ulster	Gas Regular	\$ 2.1971		Global Montello Group
Ulster	Gas Mid Range	\$ 2.2659		Global Montello Group
Ulster	Gas Premium	\$ 2.3646		Global Montello Group
Warren	Gas Regular	\$ 2.1872		Global Montello Group
Warren	Gas Mid Range	\$ 2.2560		Global Montello Group
Washington	Gas Regular	\$ 2.2161		Global Montello Group
Washington	Gas Mid Range	\$ 2.2849		Global Montello Group
Washington	Gas Premium	\$ 2.3936		Global Montello Group
Wayne	Flex Fuel (E-85)	\$ 2.8333	\$ 0.0500	Sunoco LLC
Wayne	Gas Regular	\$ 2.2961	\$ 0.0500	Sunoco LLC
Wayne	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Westchester	Flex Fuel (E-85)	\$ 1.6448		Sprague Operating Resources
Westchester	OPRG(E) Gas Mid Range	\$ 2.1380		United Metro Energy Corp.
Westchester	OPRG(E) Gas Premium	\$ 2.2046		United Metro Energy Corp.
Westchester	OPRG(E) Gas Regular	\$ 2.1320		United Metro Energy Corp.
Wyoming	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Yates	Gas Regular	\$ 2.2869		Sunoco LLC
Yates	Gas Mid Range	\$ 2.4589		Sunoco LLC

**NEW ACCOUNTS:**

All new accounts must follow the procedure outlined in the Delivery Schedules section of this award. Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractors to notify both contract user

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

**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).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**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 any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES:**

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the Contract period, and will purchase all their Gasoline and E-85 requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no

guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

### **PRICE:**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

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

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of gasoline on Wednesday, and requests that the delivery be made on the following Tuesday.

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 this Contract.

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

### **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).

### **MINIMUM ORDER:**

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 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. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, 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".

<b>Tank Capacity (in gallons)</b>	<b>Amount Delivered (in gallons)</b>	<b>Optional Surcharge</b>
1000 or more	Under 500 to 250	\$50.00



	Under 250	\$75.00
Less than 1000	Under 500 to 250	\$25.00
	Under 250	\$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.

### **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.

### **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)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (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/content/vendor-information>.

### **SHIPPING CHARGES:**

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

**PRODUCT DELIVERY:**

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel 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. In addition to any available remedies per Appendix B, Section 48 Remedies for Breach, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Gasoline and E-85 on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

**AUTOMATIC REPLENISHMENT:**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.

Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or

tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

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

The minimum order size of 500 gallons stipulated in Section MINIMUM ORDER shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the Contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

### **METHOD OF DELIVERY**

**TW:** Delivery by tank wagon into storage tanks of less than 5,500 gallons

**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.

### **DELIVERY SCHEDULES:**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL205, are available as a guide to indicate proposed delivery points and estimated annual quantities. Delivery schedules may be revised or clarified as necessary. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The delivery schedules are available on the OGS website.

Contractors shall be obligated to deliver under the resulting 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 bid opening for this award, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' requests for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Contract user and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See Section New Accounts.

At any time during the Contract term, Contractor 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.

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

### **FILL AND VENT REQUIREMENTS:**

Authorized Users 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.

Authorized Users should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

**PETROLEUM TRANSFER REQUIREMENTS:**

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

**PRODUCT RETURN AND EXCHANGES:**

In addition to the provisions of Appendix B, Sections 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

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

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

**ENGINEERING SERVICE:**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint 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 the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

**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 this form via e-mail to OGS.sm.ps\_CM\_FleetFuelRoads@ogs.ny.gov or mail to:**

Attn: Bryant Kirk  
NYS Office of General Services, Procurement Services  
Corning Tower, 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12242  
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