



Contract Award Notification Update

Subject: Update to Buell Fuel NYS Procurement Card Limit

DATE: January 30, 2019

AWARD #: [23094](#)

GROUP #: 05602

AWARD DESCRIPTION: Ultra Low Sulfur Diesel and Biodiesel Fuel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: August 31, 2018 – August 27, 2020

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.: PC68207 **CONTRACTOR:** Buell Fuel, LLC

Please be advised that Buell Fuel, LLC has imposed a limit of **\$4,000.00** on payments made using the NYS Procurement Card.

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

The revised Contract Award Notification will be posted at:
<https://www.ogs.ny.gov/purchase/spg/awards/0560223094CAN.HTM>



Contract Award Notification Update

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

DATE: October 4, 2018 AWARD #: [23094](#) GROUP #: 05602

AWARD DESCRIPTION: Ultra Low Sulfur Diesel and Biodiesel Fuel (On-Road Use Only) (Statewide)

CONTRACT PERIOD: August 31, 2018 – August 27, 2020

CONTACT: Elizabeth Gocs | 518-486-1821 | Elizabeth.Gocs@ogs.ny.gov

CONTRACT NO.:

CONTRACTOR:

PC68206	Adirondack Energy Products, Inc.
PC68207	Buell Fuel, LLC
PC68213	NOCO Energy Corp.
PC68214	Sprague Operating Resources LLC
PC68215	Superior Plus Energy Services Inc.
PC68216	United Metro Energy Corp.

Please be advised that the following revisions have been made to the contractor information in the Contract Award Notification:

1. Corrected legal business names and/or addresses:
 - Adirondack Energy Products, Inc.
 - Buell Fuel, LLC
 - NOCO Energy Corp.
 - Sprague Operating Resources LLC
 - United Metro Energy Corp.

2. Updated contact information and address:
 - Superior Plus Energy Services Inc.

The revised Contract Award Notification will be posted at:
<https://ogs.ny.gov/purchase/spg/awards/0560223094CAN.HTM>

Please mark your records accordingly.



Contract Award Notification

Title	: Group 05602 – Ultra Low Sulfur Diesel and Biodiesel Fuel (On-Road Use Only) (Statewide) Classification Code(s): 15
Award Number	: 23094 (Replaces Awards 22781 and 23005)
Contract Period	: August 31, 2018 – August 27, 2020 (with renewal options up to 3 years)
Bid Opening Date	: May 4, 2018
Date of Issue	: August 28, 2018
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Elizabeth Gocs Title : Contract Management Specialist Phone : 518-486-1821 E-mail : elizabeth.gocs@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

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

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various types of ultra low sulfur (ULS) diesel and biodiesel fuel for on-road use only. The product shall be Contractor furnished, delivered and unloaded at Authorized Users' designated delivery locations. The pricing included in this document is the pricing bid by the contractors. 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/0560223094CAN.HTM>

NOTE: See individual contract items to determine actual awardees.

CONTRACT NUMBER	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FED. ID. # / NYS VENDOR #
<p>PC68206 SB</p>	<p>Adirondack Energy Products 17 Junction Road Malone, NY 12953</p>	<p>Sean Burke V. P., Sales Phone: 518-483-3835 Toll Free: 800-211-0779 E-mail: sean@adirondackenergy.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm): Nathan Monette Phone: 518-483-3835 Toll Free: 800-211-0779 Email: nate@adirondackenergy.com</p> <p>Contact to Escalate Contract Orders: Ed Lockwood Phone: 518-483-3835 Toll Free: 800-211-0779 E-mail: ed@adirondackenergy.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: Emergency After Hours Phone: 518-404-0682 E-mail: sean@adirondackenergy.com</p>	<p>141719550 1000007084</p>
<p>PC68207 SB</p>	<p>Buel Fuell, LLC 2676 State Route 12B Deansboro, NY 13328</p> <p>Accepts NYS Purchasing Card for orders up to and including \$50,000</p>	<p>Garth Curtis Bid and Supply Manager Phone: 315-841-9008 Email: garth@bueulfuel.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 7:30am-4:30pm): Faith Gaudin Phone: 315-841-3000 Email: faith@bueulfuel.com</p> <p>Contact to Escalate Contract Orders: Garth Curtis Phone: 315-841-3000 Cell Phone: 315-404-3899 Email: garth@bueulfuel.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: Garth Curtis Phone: 315-841-3000 Cell Phone: 315-404-3899 Email: garth@bueulfuel.com</p>	<p>760826999 1000009690</p>

		<p>Backup Contact for NYS Declared Emergencies or Disasters: Michael Buell Phone: 315-841-3000 Cell Phone: 315-941-9716 Email: mb@buellfuel.com</p>	
<p>PC68208</p>	<p>Global Montello Group Corp. 800 South Street Waltham, MA 02454</p>	<p>Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com</p> <p>Customer Service Contact for NYS Contract Orders (24hours/7days a week): Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p>Contact to Escalate Contract Orders: Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency: Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p>Contact for NYS Declared Emergencies or Disasters: Kevin Young Phone: 781-398-4259 Email: kyoung@globalp.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Kevin Bowe Phone: 781-398-4059 Email: kbowe@globalp.com</p>	<p>043443028 1100005467</p>
<p>PC68209 SB</p>	<p>Goetz Energy Corporation dba Kurk Fuel Company 1319 Military Road Tonawanda, NY 14217</p>	<p>Michael Walters Sales Manager Phone: 716-824-1298 Email: mwalters@kurkfuel.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm): Michael Walters, Barb Bruss, Debi Clark, Sue Mule Phone: 716-824-1298 Email: mwalters@kurkfuel.com</p> <p>Contact to Escalate Contract Orders: Michael Walters Phone: 716-824-1298 Cell Phone: 716-867-9547 Email: mwalters@kurkfuel.com</p>	<p>160450990 1000007438</p>

		<p>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: Michael Walters Phone: 716-824-1298 Cell Phone: 716-867-9547 Email: mwalters@kurkfuel.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Michael Asher Phone: 716-824-1298 Cell Phone: 716-480-3316 Email: masher@goetzenergy.com</p>	
PC68210	<p>Main Brothers Oil Co., Inc. dba Main Care Energy 1 Booth Lane Albany, NY 12205</p> <p>Accepts NYS Purchasing Card for orders up to and including \$50,000, and limits the maximum purchase amount to \$15,000</p>	<p>Marcia Booth Vice President Phone: 518-438-7856 Toll-Free: 1-800-542-5552 Email: mbooth@maincareenergy.com</p> <p>Customer Service Contact for NYS Contract Orders (24 hours/7 days a week): Customer Service Phone: 800-542-5552 Toll-Free: 800-542-5552 Email: customercare@maincareenergy.com</p> <p>Contact to Escalate Contract Orders: David Borger Phone: 518-438-7856 Email: dborger@maincareenergy.com</p> <p>Contacts for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: David Borger Phone: 518-438-7856 Toll Free: 800-542-5552 Email: dborger@maincareenergy.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Marcia Booth Phone: 518-438-7856 Email: mbooth@maincareenergy.com</p>	146024844 1000007301
PC68211	<p>Mirabito Holdings, Inc. dba Mirabito Energy Products The Metrocenter – 49 Court Street PO Box 5306 Binghamton, NY 13902</p>	<p>Joe D’Esti Pricing and Bid Administrator Phone: 607-352-2958 Toll-Free: 800-934-9480 Email: joe.desti@mirabito.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm): Customer Services Phone: 607-352-2800 Toll-Free: 800-934-9480</p>	150552668 1000007358

		<p><u>Contact to Escalate Contract Orders:</u> Jason Mirabito Phone: 607-352-2930 Email: jason.mirabito@mirabito.com</p> <p><u>Contact for After Hours, Weekend, or Holiday Emergency:</u> Gene Fuller Phone: 607-561-2735 Toll-Free: 800-934-9480 E-mail: gene.fuller@mirabito.com</p> <p><u>Contact for NYS Declared Emergencies or Disasters:</u> Gene Fuller Phone: 607-561-2735 E-mail: gene.fuller@mirabito.com</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters:</u> Jason Mirabito Phone: 607-352-2930 E-mail: jason.mirabito@mirabito.com</p>	
<p>PC68213</p>	<p>NOCO Energy 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 7:30am -5pm):</u> Customer Fuel Order Desk Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><u>Contact to Escalate Contract Orders:</u> Alicia Lineberger Phone: 716-614-1148 Cell Phone: 716-341-9722 Email: alineberger@noco.com</p> <p><u>Contact for After Hours, Weekend, or Holiday Emergency:</u> Kevin Galas Phone: 716-435-7309 E-mail: kgalas@noco.com</p> <p><u>Contact for NYS Declared Emergencies or Disasters:</u> Kevin Galas Phone: 716-504-3308 Cell Phone: 716-435-7309 E-mail: kgalas@noco.com</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters:</u> Joe Gross Phone: 716-504-3308 Cell Phone: 716-435-7309 E-mail: kgalas@noco.com</p>	<p>160727383 1000007468</p>

<p>PC68214</p>	<p>Sprague Operating Resources 185 International Dr. Portsmouth, NH 03801</p>	<p>Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll-Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Customer Service Contact for NYS Contract Orders (24 hours/7 days a week): Customer Care Team Toll-Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p>Contact to Escalate Contract Orders: Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency: Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p>Contact for NYS Declared Emergencies or Disasters: Taylor Hudson Phone: 603-430-5397 Toll-Free Phone: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Barry Panicola Phone: 516-622-7091 Toll Free: 800-225-1560 Email: bpanicola@spragueenergy.com</p>	<p>020415440 1000005203</p>
<p>PC68215</p>	<p>Superior Plus Energy Services Inc. 1870 S Winton Rd. Suite 200 Rochester, NY 14414</p>	<p>James Devens Phone: 585-328-3930 Email: jdevens@superiorplusenergy.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm): Customer Service Manager Phone: 855-804-3835 Email: adam_moosbrugger@superiorpropane.com</p> <p>Contact to Escalate Contract Orders: Adam Moosbrugger Phone: 585-783-2636 Email: adam_moosbrugger@superiorpropane.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: Central Dispatch Phone: 800-955-5992 Email: dispatch@griffithenergy.com</p>	<p>160736353 1000007474</p>

		<p>Backup Contact for NYS Declared Emergencies or Disasters: James Devens Phone: 585-328-3930 Email: jdevens@superiorplusenergy.com</p>	
<p>PC68216</p>	<p>United Metro Energy Corp. 500 Kingsland Ave. Brooklyn, NY 11222</p>	<p>Robert Leavy VP of Energy Procurement & Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com</p> <p>Customer Services Contact for NYS Contract Orders (Mon-Fri 7:00am-11:00pm, Sat-Sun 8:00am-5:00pm): Edward Abreu Phone: 718-389-5800 x152 Email: edabreu@umecny.com</p> <p>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters: Robert Leavy Phone: 718-389-5800 x173 Cell Phone: 917-560-7506 Email: robertleavy@umecny.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Anthony Peretta Phone: 718-389-5800 x135 Cell Phone: 347-538-4796 Email: anthonyperetta@umecny.com</p>	<p>462112871 1100082712</p>

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.

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Albany	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Albany	ULSD 2D Premium	\$2.2675	\$2.5755	\$0.0000	Main Care Energy
Albany	ULSD 2D BIO (B5)	\$2.3438	\$2.6275	\$0.0000	Main Care Energy
Allegany	ULSD 2D Regular	\$2.3855	\$2.7773	\$0.0000	Mirabito Energy Products
Allegany	ULSD 2D Premium	\$2.4881	\$2.8799	\$0.0000	Mirabito Energy Products
Allegany	ULSD 2D BIO (B5)	\$2.4402	\$2.8205	\$0.0000	Mirabito Energy Products
Bronx	ULSD 2D BIO (B5)	\$2.3452	\$2.3552	\$0.0000	Sprague Operating Resources
Broome	ULSD 2D Regular	\$2.3893	\$2.7083	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D Premium	\$2.2719	\$2.5909	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Cattaraugus	ULSD 2D Regular	\$2.3988	\$2.7056	\$0.0850	NOCO Energy
Cattaraugus	ULSD 2D Premium	\$2.4288	\$2.7156	\$0.0500	NOCO Energy
Cattaraugus	ULSD 2D BIO (B5)	\$2.4503	\$2.5003	\$0.0000	NOCO Energy
Cayuga	ULSD 2D Regular	\$2.4369	\$2.7559	\$0.0000	Mirabito Energy Products
Cayuga	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Chautauqua	ULSD 2D Regular	\$2.3788	\$2.6906	\$0.0800	NOCO Energy
Chautauqua	ULSD 2D Premium	\$2.4138	\$2.7406	\$0.0000	NOCO Energy
Chautauqua	ULSD 2D BIO (B5)	\$2.4353	\$2.4853	\$0.0000	NOCO Energy
Chemung	ULSD 2D Regular	\$2.3389	\$2.5659	\$0.1000	Superior Plus Energy Services
Chemung	ULSD 2D Premium	\$2.3689	\$2.5659	\$0.1000	Superior Plus Energy Services
Chemung	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D Regular	\$2.2789	\$2.6160	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D BIO (B5)	\$2.7551	\$3.0809	\$0.0000	Mirabito Energy Products
Clinton	ULSD 2D Regular	\$2.3592	\$2.3382	\$0.0000	Adirondack Energy Products
Clinton	ULSD 2D BIO (B5)	\$2.9422	\$2.7502	\$0.0000	Adirondack Energy Products
Clinton	ULSD 2D BIO (B10)	\$3.0922	\$2.7472	\$0.0000	Adirondack Energy Products
Columbia	ULSD 2D Regular	\$2.2575	\$2.5970	\$0.0000	Main Care Energy
Columbia	ULSD 2D Premium	\$2.2714	\$2.6110	\$0.0000	Main Care Energy
Columbia	ULSD 2D BIO (B5)	\$2.4206	\$2.6630	\$0.0000	Main Care Energy

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Cortland	ULSD 2D Regular	\$2.4469	\$2.7659	\$0.0000	Mirabito Energy Products
Cortland	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D Regular	\$2.5251	\$2.9095	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D BIO (B5)	\$2.8088	\$3.1795	\$0.0000	Mirabito Energy Products
Dutchess	ULSD 2D Regular	\$2.2580	\$2.3688	\$0.0000	Global Montello Group
Dutchess	ULSD 2D Premium	\$2.2693	\$2.3688	\$0.0000	Global Montello Group
Dutchess	ULSD 2D BIO (B5)	\$2.8506	\$3.2650	\$0.0000	Mirabito Energy Products
Erie	ULSD 2D Regular	\$2.1433	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D Premium	\$2.1583	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D BIO (B5)	\$2.1887	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D BIO (B20)	\$2.2237	\$2.4477	\$0.0000	Goetz Energy
Essex	ULSD 2D Regular	\$2.5662	\$2.4492	\$0.0000	Adirondack Energy Products
Essex	ULSD 2D Premium	\$2.6222	\$2.5022	\$0.0000	Adirondack Energy Products
Essex	ULSD 2D BIO (B5)	\$3.0922	\$2.7472	\$0.0000	Adirondack Energy Products
Franklin	ULSD 2D Regular	\$2.4892	\$2.3992	\$0.0000	Adirondack Energy Products
Franklin	ULSD 2D BIO (B5)	\$2.8992	\$2.7282	\$0.0000	Adirondack Energy Products
Fulton	ULSD 2D Regular	\$2.3871	\$2.5967	\$0.0000	Global Montello Group
Fulton	ULSD 2D Premium	\$2.3985	\$2.5967	\$0.0000	Global Montello Group
Fulton	ULSD 2D BIO (B5)	\$2.5201	\$2.6289	\$0.0000	Main Care Energy
Genesee	ULSD 2D Regular	\$2.1721	\$2.5485	\$0.0000	Goetz Energy
Genesee	ULSD 2D BIO (B5)	\$2.2787	\$2.5485	\$0.0000	Goetz Energy
Greene	ULSD 2D Regular	\$2.2575	\$2.5970	\$0.0000	Main Care Energy
Greene	ULSD 2D BIO (B5)	\$2.4581	\$2.6630	\$0.0000	Main Care Energy
Hamilton	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Hamilton	ULSD 2D BIO (B5)	No Bid	No Bid	No Bid	No Bid
Herkimer	ULSD 2D Regular	\$2.3055	\$2.2550	\$0.0550	Buell Fuel
Herkimer	ULSD 2D Premium	\$2.3199	\$2.2600	\$0.0550	Buell Fuel
Herkimer	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D Regular	\$2.4010	\$2.7381	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D Premium	\$2.5114	\$2.8485	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D BIO (B5)	\$2.7558	\$3.0816	\$0.0000	Mirabito Energy Products
Kings	ULSD 2D Regular	\$2.5090	\$2.5190	\$0.0000	Sprague Operating Resources
Lewis	ULSD 2D Regular	\$2.3195	\$2.4659	\$0.0500	Buell Fuel
Lewis	ULSD 2D BIO (B5)	\$3.0051	\$3.3309	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Livingston	ULSD 2D Regular	\$2.2896	\$2.6814	\$0.0000	Mirabito Energy Products
Livingston	ULSD 2D Premium	\$2.3754	\$2.5631	\$0.0000	Goetz Energy
Livingston	ULSD 2D BIO (B5)	\$2.3635	\$2.5631	\$0.0000	Goetz Energy
Livingston	ULSD 2D BIO (B10)	\$2.3899	\$2.5631	\$0.0000	Goetz Energy
Madison	ULSD 2D Regular	\$2.3838	\$2.4099	\$0.1050	Buell Fuel
Madison	ULSD 2D Premium	\$2.4002	\$2.4695	\$0.0950	Buell Fuel
Madison	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Monroe	ULSD 2D Regular	\$2.2380	\$2.6071	\$0.0400	Superior Plus Energy Services
Monroe	ULSD 2D Premium	\$2.2680	\$2.6071	\$0.0400	Superior Plus Energy Services
Monroe	ULSD 2D BIO (B5)	\$2.3200	\$2.7003	\$0.0000	Mirabito Energy Products
Montgomery	ULSD 2D Regular	\$2.3389	\$2.4998	\$0.0325	Buell Fuel
Montgomery	ULSD 2D Premium	\$2.3771	\$2.5753	\$0.0000	Global Montello Group
Montgomery	ULSD 2D BIO (B5)	\$2.5201	\$2.6289	\$0.0000	Main Care Energy
Nassau	ULSD 2D Regular	\$2.2197	\$2.2297	\$0.0000	Sprague Operating Resources
Nassau	ULSD 2D Premium	\$2.2386	\$2.2650	\$0.0000	Global Montello Group
Nassau	ULSD 2D BIO (B5)	\$2.2841	\$2.2941	\$0.0000	Sprague Operating Resources
New York	ULSD 2D Regular	\$2.2592	\$2.5554	\$0.0000	United Metro Energy
New York	ULSD 2D Premium	\$2.2702	\$2.5554	\$0.0000	United Metro Energy
New York	ULSD 2D BIO (B5)	\$2.3482	\$2.3582	\$0.0000	Sprague Operating Resources
Niagara	ULSD 2D Regular	\$2.1433	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D Premium	\$2.1583	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D BIO (B5)	\$2.1887	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D BIO (B20)	\$2.2237	\$2.4472	\$0.0000	Goetz Energy
Oneida	ULSD 2D Regular	\$2.2859	\$2.2494	\$0.0500	Buell Fuel
Oneida	ULSD 2D Premium	\$2.3661	\$2.2821	\$0.0850	Buell Fuel
Oneida	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Oneida	ULSD 2D BIO (B20)	\$2.8893	\$3.1809	\$0.0000	Mirabito Energy Products
Onondaga	ULSD 2D Regular	\$2.3829	\$2.3720	\$0.0815	Buell Fuel
Onondaga	ULSD 2D Premium	\$2.3869	\$2.4798	\$0.0815	Buell Fuel
Onondaga	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Ontario	ULSD 2D Regular	\$2.2930	\$2.6071	\$0.0800	Superior Plus Energy Services
Ontario	ULSD 2D Premium	\$2.3230	\$2.6071	\$0.0800	Superior Plus Energy Services
Ontario	ULSD 2D BIO (B5)	\$2.3696	\$2.7499	\$0.0000	Mirabito Energy Products
Orange	ULSD 2D Regular	\$2.2603	\$2.3711	\$0.0000	Global Montello Group
Orange	ULSD 2D Premium	\$2.2716	\$2.3711	\$0.0000	Global Montello Group
Orange	ULSD 2D BIO (B5)	\$2.8006	\$3.2150	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Orleans	ULSD 2D Regular	\$2.1601	\$2.5365	\$0.0000	Goetz Energy
Orleans	ULSD 2D Premium	\$2.1751	\$2.5365	\$0.0000	Goetz Energy
Orleans	ULSD 2D BIO (B5)	\$2.2055	\$2.5365	\$0.0000	Goetz Energy
Oswego	ULSD 2D Regular	\$2.3092	\$2.2415	\$0.0750	Buell Fuel
Oswego	ULSD 2D Premium	\$2.3509	\$2.3004	\$0.0850	Buell Fuel
Oswego	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Otsego	ULSD 2D Regular	\$2.4793	\$2.8637	\$0.0000	Mirabito Energy Products
Otsego	ULSD 2D BIO (B5)	\$2.8088	\$3.1795	\$0.0000	Mirabito Energy Products
Putnam	ULSD 2D Regular	\$2.2649	\$2.4457	\$0.0000	Global Montello Group
Putnam	ULSD 2D Premium	\$2.2862	\$2.4457	\$0.0000	Global Montello Group
Putnam	ULSD 2D BIO (B5)	\$2.3390	\$2.3461	\$0.0000	Sprague Operating Resources
Queens	ULSD 2D Regular	\$2.2423	\$2.2523	\$0.0000	Sprague Operating Resources
Queens	ULSD 2D BIO (B20)	\$2.2456	\$2.2604	\$0.0000	Sprague Operating Resources
Rensselaer	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Rensselaer	ULSD 2D Premium	\$2.2675	\$2.5755	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D BIO (B5)	\$2.3438	\$2.6275	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D BIO (B10)	\$2.3576	\$2.6275	\$0.0000	Main Care Energy
Richmond	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Rockland	ULSD 2D Regular	\$2.2496	\$2.3604	\$0.0000	Global Montello Group
Rockland	ULSD 2D Premium	\$2.2609	\$2.3604	\$0.0000	Global Montello Group
Rockland	ULSD 2D BIO (B5)	\$2.3673	\$2.3859	\$0.0000	Sprague Operating Resources
Rockland	ULSD 2D BIO (B20)	\$2.4771	\$2.4884	\$0.0000	Sprague Operating Resources
Saratoga	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Saratoga	ULSD 2D Premium	\$2.3123	\$2.4970	\$0.0000	Global Montello Group
Saratoga	ULSD 2D BIO (B5)	\$2.4288	\$2.6275	\$0.0000	Main Care Energy
Schenectady	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Schenectady	ULSD 2D Premium	\$2.3303	\$2.5650	\$0.0000	Global Montello Group
Schenectady	ULSD 2D BIO (B5)	\$2.4351	\$2.8058	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D Regular	\$2.4224	\$2.8068	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D BIO (B5)	\$2.7088	\$3.0795	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D BIO (B20)	\$2.9503	\$3.2795	\$0.0000	Mirabito Energy Products
Schuyler	ULSD 2D Regular	\$2.2976	\$2.6166	\$0.0000	Mirabito Energy Products
Schuyler	ULSD 2D BIO (B5)	\$2.8763	\$3.1832	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Seneca	ULSD 2D Regular	\$2.4057	\$2.7247	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D Premium	\$2.5503	\$2.8693	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D BIO (B5)	\$2.8390	\$3.1459	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D BIO (B10)	\$2.9513	\$3.2459	\$0.0000	Mirabito Energy Products
St. Lawrence	ULSD 2D Regular	\$2.4392	\$2.3882	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D Premium	\$2.4952	\$2.4112	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B5)	\$2.9992	\$2.8282	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B10)	\$3.0522	\$2.8272	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B20)	\$3.0792	\$2.8392	\$0.0000	Adirondack Energy Products
Steuben	ULSD 2D Regular	\$2.3889	\$2.6459	\$0.1000	Superior Plus Energy Services
Steuben	ULSD 2D Premium	\$2.4189	\$2.6459	\$0.1000	Superior Plus Energy Services
Steuben	ULSD 2D BIO (B5)	\$2.4543	\$2.8459	\$0.0000	Mirabito Energy Products
Suffolk	ULSD 2D Regular	\$2.2299	\$2.2650	\$0.0000	Global Montello Group
Suffolk	ULSD 2D Premium	\$2.2386	\$2.2650	\$0.0000	Global Montello Group
Suffolk	ULSD 2D BIO (B5)	\$2.2748	\$2.2848	\$0.0000	Sprague Operating Resources
Suffolk	ULSD 2D BIO (B20)	\$2.2847	\$2.5433	\$0.0000	United Metro Energy
Sullivan	ULSD 2D Regular	\$2.2641	\$2.3649	\$0.0000	Global Montello Group
Sullivan	ULSD 2D Premium	\$2.2754	\$2.3649	\$0.0000	Global Montello Group
Sullivan	ULSD 2D BIO (B5)	\$2.6006	\$2.6850	\$0.0000	Main Care Energy
Sullivan	ULSD 2D BIO (B10)	\$3.0935	\$3.4650	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D Regular	\$2.3782	\$2.6972	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D BIO (B5)	\$2.8390	\$3.1459	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D Regular	\$2.5537	\$2.8727	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D Premium	\$2.4914	\$2.8104	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B5)	\$2.8890	\$3.1959	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B10)	\$2.9513	\$3.2459	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B20)	\$2.4758	\$2.7459	\$0.0000	Mirabito Energy Products
Ulster	ULSD 2D Regular	\$2.2857	\$2.3865	\$0.0000	Global Montello Group
Ulster	ULSD 2D Premium	\$2.2970	\$2.3865	\$0.0000	Global Montello Group
Ulster	ULSD 2D BIO (B5)	\$2.5606	\$2.6630	\$0.0000	Main Care Energy
Warren	ULSD 2D Regular	\$2.3511	\$2.5795	\$0.0000	Main Care Energy
Warren	ULSD 2D Premium	\$2.3650	\$2.5935	\$0.0000	Main Care Energy
Warren	ULSD 2D BIO (B5)	\$2.5755	\$2.6275	\$0.0000	Main Care Energy
Washington	ULSD 2D Regular	\$2.3021	\$2.5795	\$0.0000	Main Care Energy
Washington	ULSD 2D Premium	\$2.3160	\$2.5935	\$0.0000	Main Care Energy
Washington	ULSD 2D BIO (B5)	\$2.4738	\$2.6275	\$0.0000	Main Care Energy

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Wayne	ULSD 2D Regular	\$2.3130	\$2.6071	\$0.0000	Superior Plus Energy Services
Wayne	ULSD 2D Premium	\$2.3430	\$2.6071	\$0.0000	Superior Plus Energy Services
Wayne	ULSD 2D BIO (B5)	\$2.3796	\$2.7599	\$0.0000	Mirabito Energy Products
Westchester	ULSD 2D Regular	\$2.2561	\$2.3550	\$0.0000	Global Montello Group
Westchester	ULSD 2D Premium	\$2.2724	\$2.3550	\$0.0000	Global Montello Group
Westchester	ULSD 2D BIO (B5)	\$2.3306	\$2.3429	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D BIO (B10)	\$2.3384	\$2.3567	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D BIO (B20)	\$2.3428	\$2.3583	\$0.0000	Sprague Operating Resources
Wyoming	ULSD 2D Regular	\$2.3438	\$2.6806	\$0.0750	NOCO Energy
Wyoming	ULSD 2D BIO (B5)	\$2.3696	\$2.7499	\$0.0000	Mirabito Energy Products
Yates	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Yates	ULSD 2D BIO (B5)	No Bid	No Bid	No Bid	No Bid

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 ULS Diesel and Biodiesel that they filed for during the Contract period, and will purchase all their ULS Diesel and Biodiesel 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 diesel fuel on Wednesday, and requests that the delivery be made on the following Tuesday.

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

Truck delivery ticket volumes and Contract User's gauged volumes must agree within a tolerance of 0.5% of the total delivered volume for delivery volumes greater than 500 gallons and up to 1% for delivery volumes less than or equal to 500 gallons. If the volume difference exceeds the tolerance level, the Contract User's measured volume, if available, will be used for invoice payment. Contract Users reserve

the right to reject “rogue” trucks which have been identified as having repeated meter inaccuracies. Trucks without sealed and calibrated meters will not be permissible for deliveries.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in 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 250 gallons at each delivery location (site) as determined by the delivery schedule. Deliveries under 250 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):

Tank Capacity (in gallons)	Quantity Delivered (in gallons)	Optional Surcharge
500 or more	Under 250 to 150	\$50.00
	Under 150	\$75.00
Less than 500	Under 250 to 150	\$25.00
	Under 150	\$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.

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”.

PROCUREMENT CARD:

Contractor may accept the New York State Procurement Card for Contract purchases. For all Contract purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

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>.

In billing for winter mixes, invoices must include current Contract price for each grade, type of mixture furnished and computation of total price. Invoices should be formatted as per the example below:

EXAMPLE - Delivery of 4000 gallons of 2D/1D winter mix at a 1/1 ratio:

2,000 gals. × Adjusted 2D price = total cost of 2D product
+ 2,000 gals. × Adjusted 1D price = total cost of 1D product
Invoice Total (Total cost for delivery)

NOTE: If additives rather than kerosene is used to provide winter protection, the Contractor is allowed to charge market price for the additive, and as with kerosene, list the price as a separate line item on the invoice.

DISCREPANCIES:

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

SHIPPING CHARGES:

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

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. Per Appendix B, Section 48(a), (d), and (e), the Authorized User shall have the right to purchase sufficient diesel fuel on the open market to fill such tank or tanks, and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for insuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount 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, but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 500 gallons. Automatic replenishment for tank capacities less than 500 gallons will be at the Contractor's option and may be subject to a minimum order charge (see *Minimum Order* clause of this Contract). Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of ULS diesel and biodiesel, and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to insure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, the Authorized User shall have the right to purchase sufficient fuel on the open market from another vendor 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

DELIVERY SCHEDULES:

Contractors shall be obligated to deliver under the Contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under the contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS Procurement Services as of the date of the bid opening shall be eligible to receive deliveries at Contractor's option.

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 identified on the Delivery Schedules, within thirty (30) days after the first delivery is made. See the *New Accounts* clause.

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:

Agencies must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

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

NOTE: Contractor's delivery trucks MUST 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.

GUARANTEED ANALYSIS:

Contractor has provided a Guaranteed Analysis of ULS diesel and/or biodiesel fuel. If the Guarantee exceeds specifications, it will be considered the Contract standard.

PRODUCT RETURN AND EXCHANGES:

In addition to the provisions of Appendix B, *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 guaranteed delivery timeframes (regular or emergency or applicable) with 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 Oil 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 detach or photocopy this form & return via e-mail to OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES, 38th Floor
 Attn: Elizabeth Gocs
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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