

Office of General Services
 New York State Procurement (NYSPRO)
 Corning Tower Building, 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://nyspro.ogs.ny.gov>

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 05600 Gasoline and E-85 (Statewide) Classification Code(s): 15 Fuels & Lubricants
Award Number	:	<u>22683</u> (Replaces Award 22258)
Revised Contract Period:		September 20, 2013 – December 18, 2014
Bid Opening Date	:	July 9, 2013
Date of Issue	:	September 20, 2013 REVISED September 17, 2014
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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Description

<p>The purpose of this IFB and the resultant Contracts is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85. The product shall be Contractor furnished, delivered and unloaded as specified herein.</p>

For links to the current Prices, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the OGS website at: <http://www.ogs.ny.gov/purchase/snt/awardnotes/0560022683can.htm>

AWARDED CONTRACTORS:

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
PC66184	GLOBAL MONTELLO GROUP CORP. 800 SOUTH ST. WALTHAM, MA 02454 Fed ID #: 043443028 NYS Vendor ID #: 1100005467	Kevin Young 800-542-0778 Ext. 4259 781-398-4259 617-660-1100 E-mail: kyoung@globalp.com FAX NO.: 781-398-9213 Web Site: www.globalp.com
NOTE: Global will honor orders for less than minimum at fair market price.		
PC66185	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY PO BOX 11029 ALBANY, NY 11029 Fed ID #: 146024844 NYS Vendor ID #: 1000007301	David Borger 800-542-5552 Ext. 219 518-438-4195 Ext. 219 FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com
NOTE: Main Brothers will honor orders for less than minimum at fair market price.		
PC66186	MANSFIELD OIL COMPANY OF GAINESVILLE, INC. D/B/A MANSFIELD OIL COMPANY Fed ID #: 581091383 NYS Vendor ID #: 1000007790	Maria Halbert 800-255-6699 678-450-2381 FAX NO.: 678-450-2242 E-mail: govtops@mansfieldoil.com Web Site: www.masfieldoil.com
PC66187	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER PO BOX 5306 49 COURT STREET BINGHAMTON, NY 13902 Fed ID #: 150552668 NYS Vendor ID #: 1000007358	Jason Mirabito OR Gene Fuller 800-934-9480 607-352-2800 FAX NO.: 607-584-5134 E-mail: jason.mirabito@mirabito.com Web Site: www.mirabito.com
PC66188 SB	MX PETROLEUM CORP 84 Center Street Massena, NY 13662 Fed ID #: 161352970 NYS Vendor ID #: 1000015801	John Baird OR Mickey Miller 800-840-0645 315-769-9500 315-388-4313 FAX NO.: 315-764-9934 E-mail: jbaird@mxfuels.com Web Site: www.mxfuels.com
NOTE: MX Petroleum will honor orders for less than minimum at fair market price.		

AWARDED CONTRACTORS: (Cont'd)

PC66189	NOCO ENERGY CORP. 2440 SHERIDAN DRIVE TONAWANDA, NY 14150 Fed ID #: 160727383 NYS Vendor ID #: 1000007468	David Wentland Rosemary Suszynski 800-601-6626 716-614-1227 FAX NO.: 716-614-1276 Web Site: www.noco.com
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PC66190	SPRAGUE OPERATING RESOURCES LLC TWO INTERNATIONAL DRIVE SUITE 200 PORTSMOUTH, NH 03801 Fed ID #: 020415440 NYS Vendor ID #: 1000005203	Burr Mosher OR Customer Service 800-880-6037 914-328-6710 914-328-6700 FAX NOS.: 914-328-6701 OR 914-517-2640 E-mail: bmosher@spragueenergy.com custserv@spragueenergy.com Web Site: www.spragueenergy.com
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NOTE: Sprague Operating Resources will honor orders for less than minimum at fair market price.

PC66191	SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY 760 BROOKS AVENUE ROCHESTER, NY 14619 Fed ID #: 160736353 NYS Vendor ID #: 1000007474	Paul Tandlmayer 585-783-2674 800-724-2552 FAX NO.: 585-235-6572 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com
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NOTE: Superior Plus will honor orders for less than minimum at fair market price.

PC66192	UNITED METRO ENERGY CORP. 500 KINGSLAND AVENUE BROOKLYN, NY 11222 Fed ID #: 462112871 NYS Vendor ID #: 1100082712	Robert Leavy 718-383-1400 FAX NO.: 718-383-6586 E-mail: robertleavy@metroenergy.com Web Site: www.metroenergy.com
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NOTE: United Metro Energy Corp. will honor orders for less than minimum at fair market price.

PC66193 SB	VALLEY OIL CO. INC. 5848 RT. 94, BOX 430 CLAVERACK, NY 12513 Fed ID #: 141385018 NYS Vendor ID #: 1000006670	Russell Beck, Jr. 518-851-3291 FAX NO.: 518-851-3930 E-mail: info@valleyenergy.com Web Site: www.valleyenergy.com
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NOTE: Valley Oil will honor orders for less than minimum at fair market price.

AWARDS BY COUNTY:

Albany

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	1,524,195	\$2.8262	\$0.0000	Global Montello
Flex Fuel (E85)	45,000	\$3.7170	\$0.0000	Valley Oil

Allegany

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	117,542	\$2.8757	\$0.0000	NOCO
Mid	5,000	\$2.9922	\$0.0000	NOCO

Bronx

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	38,500	\$2.9042	\$0.0050	United Metro
OPRG (E) Premium	8,500	\$3.1014	\$0.0050	United Metro

Broome

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	810,399	\$2.9797	\$0.0000	Mirabito
Mid	3,000	\$3.0823	\$0.0000	Mirabito

Cattaraugus

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	435,177	\$2.8206	\$0.0000	NOCO
Mid	55,000	\$2.9248	\$0.0000	NOCO

Cayuga

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	118,263	\$2.9500	\$0.0000	NOCO

AWARDS BY COUNTY: (Cont'd)

Chautauqua

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	474,434	\$2.8206	\$0.0000	NOCO
Mid	11,000	\$2.9433	\$0.0000	NOCO

Chemung

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	161,650	\$2.9850	\$0.0000	Superior
Premium	29,000	\$3.2928	\$0.0000	Superior
Mid	75,500	\$3.0886	\$0.0000	Superior

Chenango

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	102,643	\$2.9797	\$0.0000	Mirabito
Flex Fuel (E85)	15,000	-	-	No Valid Bids

Clinton

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Mid	40,000	\$3.1123	\$0.0600	MX Petroleum
Regular	212,200	\$3.0157	\$0.0000	MX Petroleum

Columbia

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	127,769	\$2.8817	\$0.0000	Global Montello
Flex Fuel (E85)	31,300	\$3.7170	\$0.0000	Valley Oil

Cortland

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	62,328	\$2.9797	\$0.0000	Mirabito
Premium	5,000	\$3.2197	\$0.0000	Mirabito

AWARDS BY COUNTY: (Cont'd)

Delaware

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	262,213	\$3.0802	\$0.0000	Mirabito
Flex Fuel (E85)	3,000	-	-	No Valid Bids

Dutchess

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	781,611	\$3.0071	\$0.0000	Global Montello
OPRG (E) Mid	128,000	\$3.1345	\$0.0000	Global Montello
OPRG (E) Premium	45,500	\$3.2344	\$0.0000	Global Montello

Erie

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	1,683,226	\$2.7596	\$0.0112	NOCO
Premium	399,000	\$2.9922	\$0.0050	NOCO
Mid	75,000	\$2.8619	\$0.0101	NOCO
Flex Fuel (E85)	20,000	\$3.4669	\$0.0000	NOCO

Essex

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Mid	118,000	\$3.1123	\$0.0600	MX Petroleum
Regular	168,939	\$3.0157	\$0.0000	MX Petroleum

Franklin

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	235,969	\$3.0157	\$0.0000	MX Petroleum

AWARDS BY COUNTY: (Cont'd)

Fulton

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	61,200	\$3.0344	\$0.0000	Superior
Mid	12,000	\$3.1034	\$0.0000	Superior

Genesee

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	91,725	\$2.7957	\$0.0000	NOCO

Greene

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	163,642	\$2.8722	\$0.0000	Global Montello
Premium	900	\$3.1917	\$0.0000	Global Montello

Hamilton

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	89,220	\$3.0344	\$0.0000	Superior

Herkimer

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	131,274	\$3.0344	\$0.0000	Superior
Premium	19,500	\$3.2752	\$0.0000	Superior
Mid	2,000	\$3.1034	\$0.0000	Superior

Jefferson

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	362,597	\$2.9989	\$0.0000	Superior
Mid	73,000	\$3.0985	\$0.0000	Superior

AWARDS BY COUNTY: (Cont'd)

Kings

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	111,000	\$2.8917	\$0.0050	United Metro
OPRG (E) Premium	19,000	\$3.1014	\$0.0050	United Metro

Lewis

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	121,750	\$2.9989	\$0.0000	Superior

Livingston

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	339,025	\$2.8557	\$0.0000	NOCO
Mid	186,000	\$2.9965	\$0.0000	Superior

Madison

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Mid	83,200	\$3.0693	\$0.0000	Mirabito
Flex Fuel (E85)	3,200	-	-	No Valid Bids
Regular	141,479	\$2.8904	\$0.0000	NOCO

Monroe

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	2,375,341	\$2.7956	\$0.0000	NOCO
Premium	136,500	\$3.2086	\$0.0000	Superior
Mid	478,500	\$2.9965	\$0.0000	Superior

Montgomery

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	123,360	\$3.0344	\$0.0000	Superior
Mid	20,500	\$3.1034	\$0.0000	Superior

AWARDS BY COUNTY: (Cont'd)

Nassau

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Premium	435,000	\$3.0398	\$0.0000	Global Montello
OPRG (E) Regular	1,332,878	\$2.8602	\$0.0050	United Metro
OPRG (E) Mid	116,300	\$2.9788	\$0.0050	United Metro
Flex Fuel (E85)	12,000	\$2.9275	\$0.0050	United Metro

New York

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	22,007	\$2.9042	\$0.0050	United Metro
OPRG (E) Premium	64,000	\$3.0714	\$0.0050	United Metro

Niagara

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	487,871	\$2.7596	\$0.0112	NOCO
Premium	10,300	\$3.0078	\$0.0000	NOCO
Mid	23,000	\$2.8709	\$0.0101	NOCO

Oneida

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Premium	2,000	\$3.2197	\$0.0000	Mirabito
Mid	45,600	\$3.0693	\$0.0000	Mirabito
Regular	603,430	\$2.8904	\$0.0000	NOCO

Onondaga

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Mid	15,000	\$3.0693	\$0.0000	Mirabito
Flex Fuel (E85)	15,000	-	-	No Valid Bids
Regular	1,355,439	\$2.8204	\$0.0000	NOCO

AWARDS BY COUNTY: (Cont'd)

Ontario

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	656,604	\$2.8457	\$0.0000	NOCO
Premium	25,000	\$3.2086	\$0.0000	Superior
Mid	55,365	\$2.9965	\$0.0000	Superior

Orange

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	776,665	\$2.9491	\$0.0000	Global Montello
OPRG (E) Mid	80,000	\$3.1365	\$0.0000	Global Montello
OPRG (E) Premium	174,500	\$3.2264	\$0.0000	Global Montello
Flex Fuel (E85)	40,000	\$3.6450	\$0.0050	Sprague

Orleans

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	280,450	\$2.7806	\$0.0000	NOCO
Mid	12,000	\$2.9965	\$0.0000	Superior

Oswego

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E85)	20,000	-	-	No Valid Bids
Regular	309,273	\$2.9989	\$0.0000	Superior
Mid	55,000	\$3.0985	\$0.0000	Superior

Otsego

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	249,793	\$3.0802	\$0.0000	Mirabito

AWARDS BY COUNTY: (Cont'd)

Putnam

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	224,850	\$2.9216	\$0.0000	Global Montello
OPRG (E) Mid	8,000	\$3.0315	\$0.0000	Global Montello
OPRG (E) Premium	92,000	\$3.0969	\$0.0000	Global Montello

Queens

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	101,000	\$2.8938	\$0.0050	United Metro
OPRG (E) Mid	13,500	\$2.9978	\$0.0050	United Metro

Rensselaer

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	196,040	\$2.8447	\$0.0000	Global Montello
Premium	90,000	\$3.1237	\$0.0000	Global Montello
Mid	55,000	\$2.9888	\$0.0000	Global Montello
Flex Fuel (E85)	9,000	\$3.7170	\$0.0000	Valley Oil

Rockland

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	855,263	\$2.9146	\$0.0000	Global Montello
OPRG (E) Mid	58,500	\$3.0145	\$0.0000	Global Montello
OPRG (E) Premium	390,035	\$3.0944	\$0.0000	Global Montello
Flex Fuel (E85)	12,000	\$3.5450	\$0.0000	Sprague

Saratoga

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	581,256	\$2.8452	\$0.0000	Global Montello
Premium	25,000	\$3.1617	\$0.0000	Global Montello
Mid	120,000	\$3.0218	\$0.0000	Global Montello

AWARDS BY COUNTY: (Cont'd)

Schenectady

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	403,866	\$2.8457	\$0.0000	Global Montello
Mid	28,000	\$2.9748	\$0.0000	Global Montello

Schoharie

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	76,170	\$3.0802	\$0.0000	Mirabito

Schuyler

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	127,000	\$2.9850	\$0.0000	Superior

Seneca

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Premium	1,600	\$3.3225	\$0.2031	Mansfield
Regular	97,284	\$2.9500	\$0.0000	NOCO
Mid	110,000	\$3.0327	\$0.0000	Superior

St Lawrence

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Flex Fuel (E85)	9,300	-	-	No Valid Bids
Mid	35,000	\$3.1123	\$0.0600	MX Petroleum
Regular	440,776	\$3.0157	\$0.0000	MX Petroleum

Steuben

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	216,380	\$2.9850	\$0.0000	Superior
Premium	5,000	\$3.2928	\$0.0000	Superior
Mid	293,561	\$3.0886	\$0.0000	Superior

AWARDS BY COUNTY: (Cont'd)

Suffolk

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	4,844,990	\$2.8652	\$0.0100	United Metro
OPRG (E) Mid	150,500	\$2.9858	\$0.0050	United Metro
OPRG (E) Premium	464,216	\$3.0599	\$0.0050	United Metro

Sullivan

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	294,130	\$2.7007	\$0.0000	Main Brothers

Tioga

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	25,610	\$2.9850	\$0.0000	Superior
Mid	4,000	\$3.0886	\$0.0000	Superior

Tompkins

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	455,987	\$2.9850	\$0.0000	Superior
Mid	9,000	\$3.0886	\$0.0000	Superior

Ulster

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Premium	81,000	\$3.2092	\$0.0100	Global Montello
Mid	78,850	\$3.0518	\$0.0000	Global Montello
Regular	375,670	\$2.9246	\$0.0000	Main Brothers

AWARDS BY COUNTY: (Cont'd)

Warren

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	389,075	\$2.8817	\$0.0000	Global Montello
Premium	35,000	\$3.1507	\$0.0000	Global Montello
Mid	15,000	\$3.0108	\$0.0000	Global Montello

Washington

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	373,571	\$2.8912	\$0.0000	Global Montello
Premium	3,000	\$3.1877	\$0.0000	Global Montello
Mid	16,000	\$3.0528	\$0.0000	Global Montello

Wayne

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	376,820	\$2.9500	\$0.0000	NOCO
Mid	56,200	\$3.0327	\$0.0000	Superior

Westchester

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
OPRG (E) Regular	3,578,759	\$2.8897	\$0.0100	United Metro
OPRG (E) Mid	266,000	\$2.9933	\$0.0050	United Metro
Flex Fuel (E85)	98,709	\$3.0000	\$0.0050	United Metro
OPRG (E) Premium	778,900	\$3.0719	\$0.0100	United Metro

Wyoming

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	187,130	\$2.7839	\$0.0000	NOCO

Yates

County / Fuel Grade	Filed Requirements	Price Per Gallon	Volume Discount	Contractor
Regular	126,700	\$2.9850	\$0.0000	Superior

TRADE NAME OF GASOLINE AND E-85

<u>Contractor</u>	<u>Trade Name</u>
Global Montello Group Corp.	Global, Phillips66, BP, Hess
Main Brothers Oil Co., Inc. (d/b/a Main Care Energy)	Sprague
Mansfield Oil Company of Gainesville, Inc. (d/b/a Mansfield Oil)	Valero, Shell, Motiva, ExxonMobil, Citgo, ConocoPhillips, Texaco, Sunoco
Mirabito Holdings, Inc. (d/b/a Mirabito Energy Products)	Citgo Petroleum
MX Petroleum Corp.	Valero
NOCO Energy Corp.	Valero, ExxonMobil, Gulf, Sunoco
Sprague Operating Resources LLC	Sprague
Superior Plus Energy Services Inc. (d/b/a Griffith Energy)	Griffith, Conoco Phillips
United Metro Energy Corp.	unbranded - no trade name
Valley Oil Corp. Inc.	Global

GUARANTEED DELIVERY

<u>Contractor</u>	<u>Guaranteed Delivery (Days A/R/O)</u>
Global Montello Group Corp.	2
Mansfield Oil Company	2
Main Brothers Oil Co., Inc. (d/b/a Main Care Energy)	2
United Metro Energy Corp.	2
Mirabito Holdings, Inc. (d/b/a Mirabito Energy Products)	2
MX Petroleum Corp.	2
NOCO Energy Corp.	2
Sprague Operating Resources LLC	2
Superior Plus Energy Services Inc. (d/b/a Griffith Energy)	2
Valley Oil Corp. Inc.	2

EMERGENCY DELIVERY PROVISION:

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

CONTRACTOR: GLOBAL MONTELLO GROUP CORP.

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
New York Harbor	Kevin Bowe	Dispatch Manager	1-800-826-5686

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

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
New Jersey	David Borger	Operations Manager	518-438-4194 ext 1219

CONTRACTOR: MANSFIELD OIL COMPANY OF GAINESVILLE, INC. D/B/A MANSFIELD OIL COMPANY

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Buffalo, Rochester, Syracuse, Utica, Albany, Newburgh, Vestal, Inwood and Bronx	Primary: Reine Lee	Gov't Operations Supervisor	678-450-2193
	Secondary: David Zarfoss		

EMERGENCY DELIVERY PROVISION: (Cont'd)

CONTRACTOR: MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Vestal, NY	Vince Rafferty	Branch Manager	1-607-237-5409
Norwich, NY	Earl Renwick	Branch Manager	1-607-334-3810
Syracuse, NY	Bob Brewer	Branch Manager	1-315-466-2514
Utica, NY	Laurie Spring	Branch Manager	1-315-732-2107
Albany, NY	Steve Tracey	Branch Manager	1-518-765-9330
Oneonta, NY	Carl Utter	Branch Manger	1-607-432-5660

CONTRACTOR: MX PETROLEUM CORP.

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Ausable Forks, NY	Jon Gordon	President	518-647-8870
Malone, NY	Pete Unwin	Manager	518-483-0317
Moers Forks, NY	Pete Unwin	Manager	518-483-0317
Waddington, NY	Mickey Miller	Manager	315-769-9500

CONTRACTOR: NOCO ENERGY CORP.

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Tonowanda, NY	Kevin Galas	Manager of Fleet Operations	Office: 716-504-3308 Cell: 716-435-7309
	Marianne McPherson	Fuel Dispatching Supervisor	Office: 716-504-3311 Cell: 716-695-5599

EMERGENCY DELIVERY PROVISION: (Cont'd)

CONTRACTOR: SPRAGUE OPERATING RESOURCES LLC

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Lawrence, NY	Burr J. Mosher III	Director	914-328-6726
	Barry Panicola	Director	516-622-7091

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

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
PA, Del, NJ	Dispatch		1-800-955-5992

CONTRACTOR: UNITED METRO ENERGY CORP.

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
USA	Edward Abreu		718-383-1400

CONTRACTOR: VALLEY OIL CO. INC.

<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
All refined outside NYS	Russ Beck	VP	518-851-3921 1-800-696-3930

Cash Discount, If Shown, Should be Given Special Attention.

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

(See "Contract Payments" and "Contract Billings and Payments" in this document.)

AGENCIES SHOULD NOTIFY NYSPRO 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 NYS PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

NOTE TO CONTRACTOR:

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

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

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

DISPUTE RESOLUTION POLICY

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

PRICE

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

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

Any special allowances shall not be included in the bid price as they cannot be considered in evaluating bids. However, if the Contractor extends such allowances during the term of the Contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

Bid prices shall be firm except that price revisions shall be permitted in accordance with the *Price Revisions* clause herein and with respect to certain taxes and duties as follows:

"After-imposed tax" means any new or increased Federal, State and local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract to be awarded hereunder which the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.

"After-relieved tax" means any amount of Federal, State and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract to be awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.

The bid price shall include all applicable Federal, State and local taxes including lust and duties as stated in *Appendix B §18 Taxes*.

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

The price for fuel under this Contract shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next scheduled price revision.

The price for gasoline under any contract to be awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized or by no later than the next scheduled price revision.

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

The Contractor shall promptly notify the NYSPRO Contract Management Specialist of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the Contract price for gasoline.

CONTRACT BILLINGS AND PAYMENTS

- a) Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

- b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

- c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

NEW ACCOUNTS

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

EXTENSION OF USE

Any Contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in 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.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, §39, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Customer Services at 518-474-6717.

DELIVERY

After receipt of a purchase order from an Authorized User, delivery shall be expressed by Contractor in number of calendar days required to make delivery. Product is required as soon as possible. Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, NYS Procurement. Upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

ESTIMATED QUANTITIES

All quantities and/or dollar values quoted are based on Authorized User's filed requirements for the Contract period. The filed requirements by Lot and Region are specified in Attachment 1 – Price Pages. The filed requirements by Authorized User are detailed in Delivery Schedules which are available upon request.

This Contract shall be for the quantities or dollar values actually ordered during the Contract period. The individual value of each Contract is indeterminate. See Appendix B, OGS General Specifications, § 42, *Estimated/Specific Quantity Contracts* and § 39, *Participation in Centralized Contracts*.

DELIVERY SCHEDULES

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

Contractors shall be obligated to deliver under the Contract to any State agency which places a purchase order under the Contract, whether or not such delivery location is identified in the Delivery Schedules.

Any political subdivision or other non-State entity which has not filed a requirement with OGS as of the date of the bid opening shall be eligible to receive deliveries at Contractor's option only, upon placement of a valid purchase order to the Contractor's address as indicated in the award.

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

SHIPPING CHARGES

Prices bid for all Lots and Regions shall include all customs duties and charges for delivery, and be net F.O.B. destination for delivery to any location designated by the Authorized User within a given County or Region in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the Section 7.7 – Extension of Use.

CONTRACT PERIOD AND RENEWALS

The Contract shall be in effect for a term of one (1) year. If mutually agreed between OGS and the Contractor, the Contract may be renewed, under the same terms and conditions, for an additional one (1) year period or until a replacement contract has been executed.

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

SHORT TERM EXTENSION

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

PRICE REVISIONS

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

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

The weekly average of the daily high and low prices shown in the publication for each of the three conventional unleaded gasoline fuel types, RBOB, PreRBOB and Ethanol will be used to compute price revisions during the contract period. NYSPRO will compute any price revisions by determining the difference between the weekly average of the daily high and low prices (base prices) for the “N.Y. Harbor Spot Barge Weekly Average” published on May 6, 2013 and the weekly average of the daily high and low prices for both the “Linden Weekly Average” (for conventional unleaded gasoline) and “N.Y. Harbor Spot Barge Weekly Average” (for RBOB and Pre RBOB) published on Monday every week during the contract period beginning with the publication of September 23, 2013. This differential (adjustment) + or - will be added to the base bid prices. Applicable price changes will be effective as of the start of business on the Friday immediately preceding the day of publication. Generally, the weekly average published in OPIS represents a 5-day average of high and low prices; however, as holidays occur which would eliminate a given daily range of prices, the weekly average may represent less than a 5-day average. Regardless of the number of days represented in the weekly average, the published weekly average will be utilized as the basis for price revisions. Final price shall be calculated by applying the above stated price revision to the base bid price.

PRICE REVISIONS (Cont'd)

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

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

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

The following clauses shall apply to all price adjustments under any contract awarded:

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

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

Posted Date: May 6, 2013

$$\begin{aligned} \text{RBOB} \times .90 + \text{Ethanol} \times .10 &= \text{Blended Average} \\ (2.7820 \times .90) + (2.7055 \times .10) &= \text{Blended Average} \\ 2.5038 + .2705 &= 2.7743 \end{aligned}$$

Posted Date: (Hypothetical) September 23, 2013

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

ADJUSTMENT CALCULATION

$$\begin{aligned} \text{September 23, 2013 Blended Average} \pm \text{May 6, 2013 Base Blended Average} &= \text{Adjustment} \\ 3.2556 - 2.7743 &= +.4813* \end{aligned}$$

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

NOTE: All figures are rounded to four (4) places.

EXAMPLE: METHODOLOGY FOR E-85 ADJUSTMENTS

Posted Date: May 06, 2013

$$\begin{aligned} \text{RBOB} \times .15 + \text{Ethanol} \times .85 &= \text{Blended Average} \\ (2.7820 \times .15) + (2.7055 \times .85) &= \text{Blended Average} \\ .4173 + 2.2525 &= 2.2996 \end{aligned}$$

PRICE REVISIONS (Cont'd)

Posted Date: (Hypothetical) September 23, 2013
 RBOB x .15 + Ethanol x .85 = Blended Average
 (3.2944 x .15) + (2.9063 x .85) = Blended Average
 .4942 + 2.4704 = 2.9646

ADJUSTMENT CALCULATION

September 23, 2013 Blended Average ± March 07, 2011 Base Blended Average = Adjustment
 2.9646 – 2.2996 = +.6650*

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

NOTE: All figures are rounded to four (4) places.

(4) Bidders shall designate in their bid an individual, the individual's position in the company and telephone number, who will be responsible for and authorized to act on behalf of the company with respect to these price adjustments.

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 resultant Contract and shall be liable for any damages for which he or his employees are responsible.

EMERGENCY PURCHASING

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

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

TRADE NAMES

For convenience of ordering, delivering and servicing gasoline and E-85 under the Contract, Contractor shall state the trade name for the gasoline and E-85 offered under each type. Such trade name, however, shall not in any way set aside the requirement of compliance with specifications.

ENGINEERING SERVICE

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

FILL AND VENT REQUIREMENTS/VAPOR RECOVERY SYSTEMS

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

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

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

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

PETROLEUM TRANSFER REQUIREMENTS

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

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

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

Supplementing Articles 45 and 46, of Appendix B, General Specifications for Procurement Contracts, orders will call for delivery within a specified number of days after date of order. As much time as possible will be allowed the Contractor (with consideration for the stipulated guaranteed delivery) for making deliveries; however, the Contractor shall be in a position to make bulk deliveries within 24 hours after receipt of order, especially in emergency situations.

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

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

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

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

Failure of the agency to make appropriate arrangements, preventing delivery of product upon Contractor's arrival at delivery site, may result in a charge to the agency for the Contractor's transportation costs for that particular trip. Agencies should also make certain that receiving personnel are available at time of delivery.

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

MINIMUM ORDER SIZE

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

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

AUTOMATIC REPLENISHMENT

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

UNANTICIPATED EXCESSIVE PURCHASE:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

TOPPING OFF TANKS

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

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

CONVENTIONAL GASOLINE:

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

NOTE: MAY CONTAIN UP TO 10% ETHANOL

E-85:

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

OXYGENATED REFORMULATED GASOLINE OPRG(E):

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

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

The gasoline/s provided shall be volatile hydrocarbon fuels, free from water, suspended matter, and shall conform to ASTM Standard D4814-11b and its annexes, appendixes, or latest revision/s thereof.

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

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

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

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

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

GENERAL REQUIREMENTS – UNLEADED FORMULA [CONVENTIONAL & OPRG(E) TYPES]

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

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

TANKS/STORAGE, GASOLINE-ALCOHOL BLEND

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

LABELS

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

**State of New York
Office of General Services
NYSPro
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 by FAX to 518/474-2437 or mail to:

OGS NYSPRO
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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