

**State of New York Executive Department**  
**Office Of General Services**  
**New York State Procurement (NYSPRO)**  
**Corning Tower Building - 38th Floor**  
**Empire State Plaza**  
**Albany, New York 12242**  
<http://www.ogs.state.ny.us>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 05602 – DIESEL ENGINE FUEL          ULTRA LOW SULFUR AND BIODIESEL          (On-Road Use Only) (Statewide)</b> <b>Classification Code: 15</b>
<b>Award Number</b>	<b>:</b>	<b><a href="#">22259</a> (Replaces Award 21714)</b>
<b>Contract Period</b>	<b>:</b>	<b>September 9, 2011 – August 15, 2013</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>March 31, 2011</b>
<b>Date of Issue</b>	<b>:</b>	<b>August 30, 2011 (Revised 03/12/2013)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In Spec 922 – Dated March 1, 2011</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Russell B. Patton, Jr. <b>Title</b> : Contract Management Specialist <b>Phone</b> : 518-474-9621 <b>Fax</b> : 518-474-1160 <b>E-mail</b> : russell.patton@ogs.ny.gov	<b>New York State Procurement          Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.ny.gov

**The New York State Procurement values your input.  
 Complete and return "Contract Performance Report" at end of document.**

### Description

This award covers the Statewide requirements for Diesel Engine Fuel (On-Road Use Only), Ultra-Low Sulfur Highway, Regular, Premium and Biodiesel for use by State and non-State agencies.

PR # 22259

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65526 SB	ADIRONDACK ENERGY PRODUCTS, INC. 17 JUNCTION ROAD MALONE, NY 12953-0355	518-483-3835 Sean Burke <b>OR</b> Brian Monette FAX NO.: 518-483-2005 E-mail: bjmonette@aol.com Web Site: www.adirondackenergy.com	FEIN: 141719550 <b>VIN: 1000007084</b>

NOTE: Adirondack will honor orders for less than the listed minimum order at fair market prices (TW only).

PC65527	ASCENT AVIATION GROUP, INC. ONE MILL STREET PARISH, NY 13131	800-272-3681 315-625-7299 Lynn Booth <b>OR</b> Darren Fuller FAX NO.: 315-625-7371 E-mail: darren@cascent1.com Web Site: www.ascent1.com	FEIN: 161353957 <b>VIN: 1000008078</b>
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PC65528	GLOBAL MONTELLO GROUP CORP. 800 SOUTH ST. WALTHAM, MA 02454	800-542-0778 Ext. 4259 781-398-4259 617-660-1100 Kevin Young FAX NO.: 781-398-9213 E-mail: kyoung@globalp.com Web Site: www.globalp.com	FEIN: 043443028 <b>VIN: 1100005467</b>
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NOTE: Global will honor orders for less than the listed minimum order at fair market prices (TW only).

PC65529 SB	GOETZ ENERGY CORP. 78 SAWYER AVENUE TONAWANDA, NY 14150	716-824-1298 Greg Kurk FAX NO.: 716-824-1298 E-mail: kurkfuel@aol.com	FEIN: 160450990 <b>VIN: 1000007438</b>
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NOTE: Goetz Energy Corp. will honor orders for less than listed minimum order at fair market prices (TW only).  
Goetz Energy Corp. will accept the New York State Procurement Card for orders up to \$15,000.00 with **NO** additional discount.

PC65530	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY PO BOX 11029 ALBANY, NY 11029	800-542-5552 Ext. 219 518-438-4195 Ext. 219 David Borger FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com	FEIN: 146024844 <b>VIN: 1000007301</b>
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NOTE: Main Brothers will honor orders for less than listed minimum order at fair market prices (TW only).

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65532	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS 49 COURT STREET PO Box 5306 BINGHAMTON, NY 13902	800-934-9480 607-352-2800 Jason Mirabito FAX NO.: 607-584-5134 E-mail: jason.mirabito@mirabito.com Web Site: www.mirabito.com	FEIN: 150552668 <b>VIN: 1000007358</b>
PC65533 SB	MX PETROLEUM 84 CENTER STREET MASSENA, NY 13662	800-840-0650 315-769-9500 John Baird FAX NO.: 315-764-9934 E-mail: jbaird@mxfuels.com Web Site: www.mxfuels.com	FEIN: 161352970 <b>VIN: 1000015801</b>
NOTE: MX Petroleum will honor orders for less than the listed minimum order at fair market prices (TW only).			
PC65534	NOCO ENERGY CORP. 2440 SHERIDAN DRIVE TONAWANDA, NY 14150	800-601-6626 716-614-1124 Dave Wentland <b>OR</b> Rosemary Suszynski FAX NO.: 800-601-6626 E-mail: dwentland@NOCO.com rsuszynski@NOCO.com Web Site: www.NOCO.com	FEIN: 160727383 <b>VIN: 1000007468</b>
PC65535 SB	SHEPARD OIL CO., INC. INDUSTRIAL PARK JOHNSTOWN, NY 12095	518-762-7812 Dean Shepard <b>OR</b> John Trzaskos FAX NO.: 518-762-2708 E-mail: dean@shepardoil.com john@shepardoil.com Web Site: www.shepardoil.com	FEIN: 141469506 <b>VIN: 1000006731</b>
NOTE: Shepard Oil will honor orders for less than the listed minimum order at fair market prices (TW only).			

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65536	SPRAGUE OPERATING RESOURCES LLC TWO INTERNATIONAL DRIVE SUITE 200 PORTSMOUTH, NH 03801	800-880-6037 914-328-6726 <b>OR</b> 914-328-6710 Burr J. Mosher III/Customer Care Dept. FAX NO.: 914-328-6721 914-517-2640 E-mail: bmosher@spragueenergy.com custserv@spragueenergy.com Web Site: www.spragueenergy.com	FEIN: 020415440 <b>VIN: 100005203</b>

NOTE: Sprague Operating Resources will honor orders for less than listed minimum order at fair market prices (TW only).

PC65537	SUPERIOR PLUS ENERGY SERVICES INC. D/B/A GRIFFITH ENERGY 760 BROOKS AVENUE ROCHESTER, NY 14619	800-724-2552 585-783-2674 Paul Tandlmayer FAX NO.: 585-235-6572 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com	FEIN: 160736353 <b>VIN: 100007474</b>
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NOTE: Griffith will honor orders for less than listed minimum order at fair market prices (TW only).

PC65538 SB	TOWNSEND OIL CORPORATION 64 MAIN STREET PO BOX 148 LEROY, NY 14482	800-369-8187 585-768-8188 Ext. 111 Kevin Brady/Kim Hungerford FAX NO.: 585-768-8189 E-mail: frontoffice@townsendenergy.com Web Site: www.townsendenergy.com	FEIN: 160809785 <b>VIN: 100007528</b>
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NOTE: Townsend will honor orders for less than the listed minimum order at fair market prices (TW only).

PC65539 SB WBE	TRA-LIN CORP. D/B/A SAMSON FUELS & TRUCKING 2285 RIDGEWAY AVE. ROCHESTER, NY 14626	585-254-6010 Linda Fedele FAX NO.: 585-254-6813 E-mail: samsonfuel@rochester.com	FEIN: 161305127 <b>VIN: 100008023</b>
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NOTE: TRA-LIN offers electronic access ordering (EDI). TRA-LIN will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discounts.

TRA-LIN will honor orders for less than the listed minimum order at fair market prices (TW only).

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

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

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

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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

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**PRICE:**

Price is net, per gallon, F.O.B. agency storage tanks, including all custom duties and charges, and as designated by the ordering agency.

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Albany</u></b>					
1 Diesel Regular	795,487	1	\$3.1039	\$3.3701	Global Montello
2 Diesel Premium	463,500	2	\$3.1147	\$3.3701	Global Montello
3 ULSD 2D BIO (B5)	484,630	3	\$3.3216	\$3.6865	Mirabito Holdings
4 ULSD 2D BIO (B20)	5,000	4	\$3.5594	\$3.6865	Mirabito Holdings
<b><u>Allegany</u></b>					
5 Diesel Regular	150,100	5	\$3.1109	\$3.5555	Superior Plus
6 Diesel Premium	25,000	6	\$3.1958	\$3.5555	Superior Plus
7 ULSD 2D BIO (B5)	85,000	7	\$3.6186	\$4.0406	NOCO Energy
8 ULSD 2D BIO (B10)	6,500	8	\$3.6710	\$4.0707	NOCO Energy
<b><u>Bronx</u></b>					
9 Diesel Premium	3,000	9	\$3.1292	\$3.4201	United Metro Energy
10 ULSD 2D BIO (B5)	10,000	10	\$3.1950	\$3.4412	United Metro Energy
<b><u>Broome</u></b>					
11 Diesel Regular	1,426,900	11	\$3.1333	\$3.5955	Superior Plus
12 Diesel Premium	930,900	12	\$3.1132	\$3.5809	Mirabito Holdings
13 ULSD 2D BIO (B5)	194,800	13	\$3.5341	\$3.9261	NOCO Energy
<b><u>Cattaraugus</u></b>					
14 Diesel Regular	431,000	14	\$3.0951	\$3.4928	NOCO Energy
15 Diesel Premium	35,500	15	\$3.1107	\$3.5087	NOCO Energy
16 ULSD 2D BIO (B5)	176,000	16	\$3.3536	\$3.6355	Superior Plus
<b><u>Cayuga</u></b>					
17 Diesel Regular	160,200	17	\$3.1626	\$3.5968	NOCO Energy
18 Diesel Premium	13,000	18	\$3.1424	\$3.5717	NOCO Energy
19 ULSD 2D BIO (B5)	46,400	19	\$3.6686	\$4.0066	NOCO Energy
<b><u>Chautauqua</u></b>					
20 Diesel Regular	91,500	20	\$3.0888	\$3.5120	NOCO Energy
21 Diesel Premium	76,830	21	\$3.1088	\$3.5320	NOCO Energy
22 ULSD 2D BIO (B5)	266,600	22	\$3.3336	\$3.6355	Superior Plus

(continued)

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Chemung</u></b>					
23 Diesel Regular	137,698	23	\$3.2777	\$3.6755	Superior Plus
24 Diesel Premium	245,000	24	\$3.2855	\$3.7255	Superior Plus
25 ULSD 2D BIO (B5)	31,000	25	\$3.5836	\$3.9755	Superior Plus
<b><u>Chenango</u></b>					
26 Diesel Regular	168,800	26	\$3.0878	\$3.5755	Mirabito Holdings
27 ULSD 2D BIO (B5)	103,500	27	\$3.6511	\$4.0255	Mirabito Holdings
28 ULSD 2D BIO (B20)	12,000	28	\$3.8606	\$4.0255	Mirabito Holdings
<b><u>Clinton</u></b>					
29 Diesel Regular	320,450	29	\$3.1416	\$3.3255	Superior Plus
30 ULSD 2D BIO (B5)	136,500	30	\$3.7992	\$3.3972	Adirondack Energy
31 ULSD 2D BIO (B10)	5,000	31	\$3.8492	\$3.3962	Adirondack Energy
32 ULSD 2D BIO (B20)	5,000	32	\$3.8992	\$3.3952	Adirondack Energy
<b><u>Columbia</u></b>					
33 Diesel Regular	94,550	33	\$3.1373	\$3.4585	Global Montello
34 Diesel Premium	20,275	34	\$3.1481	\$3.4585	Global Montello
35 ULSD 2D BIO (B5)	111,000	35	\$3.4711	\$3.8630	Main Brothers
36 ULSD 2D BIO (B10)	5,800	36	\$3.7360	\$4.1512	Valley Oil
<b><u>Cortland</u></b>					
37 Diesel Regular	37,000	37	\$3.2423	\$3.7255	Mirabito Holdings
38 ULSD 2D BIO (B5)	95,000	38	\$3.5540	\$3.9132	NOCO Energy
<b><u>Delaware</u></b>					
39 Diesel Regular	255,350	39	\$3.2222	\$3.6664	Mirabito Holdings
40 Diesel Premium	12,000	40	<b>No Award-No Bids Received</b>		
41 ULSD 2D BIO (B5)	155,450	41	\$3.6986	\$4.0755	Mirabito Holdings
42 ULSD 2D BIO (B20)	10,000	42	\$3.9006	\$4.0755	Mirabito Holdings
<b><u>Dutchess</u></b>					
43 Diesel Regular	724,600	43	\$3.1071	\$3.4130	Global Montello
44 Diesel Premium	465,500	44	\$3.1074	\$3.4130	Global Montello
45 ULSD 2D BIO (B5)	230,700	45	<b>No Award-No Bids Received</b>		
46 ULSD 2D BIO (B10)	8,700	46	<b>No Award-No Bids Received</b>		
47 ULSD 2D BIO (B20)	3,000	47	<b>No Award-No Bids Received</b>		
<b><u>Erie</u></b>					
48 Diesel Regular	1,239,272	48	\$2.9989	\$3.4431	NOCO Energy
49 Diesel Premium	333,400	49	\$3.0176	\$3.4431	NOCO Energy
50 ULSD 2D BIO (B5)	500,000	50	\$3.1147	\$3.5289	Goetz Energy Corp.
51 ULSD 2D BIO (B20)	14,000	51	\$3.2247	\$3.6389	Goetz Energy Corp.
<b><u>Essex</u></b>					
52 Diesel Regular	181,716	52	\$3.2535	\$3.4977	MX Petroleum
53 Diesel Premium	73,000	53	\$3.4282	\$3.3412	Adirondack Energy
54 ULSD 2D BIO (B5)	70,200	54	<b>No Award-No Bids Received</b>		

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<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Franklin</u></b>					
55 Diesel Regular	217,265	55	\$3.1813	\$3.3555	Superior Plus
56 Diesel Premium	15,000	56	\$3.3532	\$3.4252	Adirondack Energy
57 ULSD 2D BIO (B5)	191,000	57	\$3.6632	\$3.3572	Adirondack Energy
<b><u>Fulton</u></b>					
58 Diesel Regular	37,500	58	\$3.1313	\$3.5255	Shepard Oil
59 Diesel Premium	156,000	59	\$3.1213	\$3.5255	Shepard Oil
60 ULSD 2D BIO (B5)	41,500	60	\$3.5236	\$3.8495	Shepard Oil
<b><u>Genesee</u></b>					
61 Diesel Regular	75,000	61	\$3.0628	\$3.4755	NOCO Energy
62 ULSD 2D BIO (B5)	62,500	62	\$3.2354	\$3.6856	NOCO Energy
63 ULSD 2D BIO (B10)	50,000	63	\$3.2885	\$3.7557	NOCO Energy
<b><u>Greene</u></b>					
64 Diesel Regular	184,716	64	\$3.2213	\$3.3700	Valley Oil
65 ULSD 2D BIO (B5)	91,300	65	\$3.4211	\$3.8130	Main Brothers
<b><u>Hamilton</u></b>					
66 Diesel Regular	129,000	66	\$3.3213	\$3.6755	Shepard Oil
67 ULSD 2D BIO (B5)	67,000	67	\$3.8836	\$4.1495	Shepard Oil
<b><u>Herkimer</u></b>					
68 Diesel Regular	262,000	68	\$3.1513	\$3.5255	Shepard Oil
69 Diesel Premium	111,000	69	\$3.1613	\$3.5255	Shepard Oil
70 ULSD 2D BIO (B5)	95,495	70	\$3.5236	\$3.8495	Shepard Oil
<b><u>Jefferson</u></b>					
71 Diesel Regular	427,650	71	\$3.1312	\$3.5255	Superior Plus
72 Diesel Premium	45,350	72	\$3.2331	\$3.6055	Superior Plus
73 ULSD 2D BIO (B5)	93,013	73	\$4.0089	\$4.5445	Ascent Aviation
<b><u>Kings</u></b>					
74 Diesel Regular	13,000	74	\$3.1262	\$3.4171	United Metro Energy
75 Diesel Premium	15,000	75	\$3.1162	\$3.4071	United Metro Energy
<b><u>Lewis</u></b>					
76 Diesel Regular	239,300	76	\$3.1490	\$3.5455	Superior Plus
77 ULSD 2D BIO (B5)	40,500	77	\$4.1569	\$4.6945	Ascent Aviation

(continued)

**GROUP 05602 – DIESEL ENGINE FUEL ULTRA LOW SULFUR  
AND BIODIESEL (On-Road Use Only) (Statewide)**

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Livingston</u></b>					
78 Diesel Regular	300,327	78	\$3.0912	\$3.5014	NOCO Energy
79 Diesel Premium	14,000	79	\$3.0958	\$3.5060	NOCO Energy
80 ULSD 2D BIO (B5)	88,750	80	\$3.5836	\$3.9755	Superior Plus
<b><u>Madison</u></b>					
81 Diesel Regular	269,657	81	\$3.1462	\$3.6105	Mirabito Holdings
82 Diesel Premium	37,744	82	\$3.2758	\$3.7255	Superior Plus
83 ULSD 2D BIO (B5)	39,800	83	\$3.5011	\$3.8755	Mirabito Holdings
<b><u>Monroe</u></b>					
84 Diesel Regular	1,463,180	84	\$3.0313	\$3.4755	NOCO Energy
85 Diesel Premium	2,281,700	85	\$3.0512	\$3.4830	NOCO Energy
86 ULSD 2D BIO (B5)	275,500	86	\$3.3736	\$3.6755	Superior Plus
<b><u>Montgomery</u></b>					
87 Diesel Regular	390,000	87	\$3.1379	\$3.4091	Global Montello
88 Diesel Premium	38,500	88	\$3.1487	\$3.4091	Global Montello
89 ULSD 2D BIO (B5)	72,500	89	\$3.5236	\$3.8495	Shepard Oil
<b><u>Nassau</u></b>					
90 Diesel Regular	1,080,116	90	\$3.0326	\$3.3235	United Metro Energy
91 Diesel Premium	822,243	91	\$3.0316	\$3.3225	United Metro Energy
92 ULSD 2D BIO (B5)	390,100	92	\$3.1214	\$3.3676	United Metro Energy
<b><u>New York</u></b>					
93 ULSD 2D BIO (B5)	54,000	93	\$3.1780	\$3.4242	United Metro Energy
<b><u>Niagara</u></b>					
94 Diesel Regular	384,690	94	\$3.0039	\$3.4481	NOCO Energy
95 Diesel Premium	147,500	95	\$3.0189	\$3.4561	NOCO Energy
96 ULSD 2D BIO (B5)	126,500	96	\$3.1147	\$3.5289	Goetz Energy
<b><u>Oneida</u></b>					
97 Diesel Regular	1,095,407	97	\$3.1360	\$3.5255	Superior Plus
98 Diesel Premium	99,000	98	\$3.1758	\$3.5755	Superior Plus
99 ULSD 2D BIO (B5)	330,750	99	\$3.4836	\$3.8755	Superior Plus

(continued)

**GROUP 05602 – DIESEL ENGINE FUEL ULTRA LOW SULFUR  
AND BIODIESEL (On-Road Use Only) (Statewide)**

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Onondaga</u></b>					
100 Diesel Regular	762,484	100	\$3.0819	\$3.5255	Superior Plus
101 Diesel Premium	422,635	101	\$3.0679	\$3.5329	NOCO Energy
102 ULSD 2D BIO (B5)	181,600	102	\$3.5729	\$3.9356	NOCO Energy
<b><u>Ontario</u></b>					
103 Diesel Regular	416,700	103	\$3.0856	\$3.4906	NOCO Energy
104 Diesel Premium	543,862	104	\$3.0897	\$3.4941	NOCO Energy
105 ULSD 2D BIO (B5)	46,000	105	\$3.6736	\$3.8956	NOCO Energy
<b><u>Orange</u></b>					
106 Diesel Regular	809,739	106	\$3.0995	\$3.3954	Global Montello
107 Diesel Premium	467,150	107	\$3.1098	\$3.3954	Global Montello
108 ULSD 2D BIO (B5)	210,332	108	<b>No Award-No Bids Received</b>		
<b><u>Orleans</u></b>					
109 Diesel Regular	318,000	109	\$3.0463	\$3.4755	NOCO Energy
110 ULSD 2D BIO (B5)	76,300	110	\$3.1751	\$3.5856	NOCO Energy
<b><u>Oswego</u></b>					
111 Diesel Regular	95,200	111	\$3.1124	\$3.5846	Mirabito Holdings
112 Diesel Premium	60,000	112	\$3.1203	\$3.5520	NOCO Energy
113 ULSD 2D BIO (B5)	98,600	113	\$3.7336	\$4.0786	NOCO Energy
<b><u>Otsego</u></b>					
114 Diesel Regular	57,200	114	\$3.2079	\$3.7021	Mirabito Holdings
115 Diesel Premium	6,000	115	<b>No Award-No Bids Received</b>		
116 ULSD 2D BIO (B5)	6,000	116	\$3.6986	\$4.0755	Mirabito Holdings
<b><u>Putnam</u></b>					
117 Diesel Regular	297,000	117	\$3.0843	\$3.3902	Global Montello
118 Diesel Premium	190,107	118	\$3.0946	\$3.3902	Global Montello
119 ULSD 2D BIO (B5)	140,300	119	\$3.1312	\$3.5266	Sprague Operating
<b><u>Queens</u></b>					
120 Diesel Premium	5,000	120	\$3.1052	\$3.3961	United Metro Energy
121 ULSD 2D BIO (B20)	151,275	121	\$3.2159	\$3.5057	Sprague Operating

(continued)

**GROUP 05602 – DIESEL ENGINE FUEL ULTRA LOW SULFUR  
AND BIODIESEL (On-Road Use Only) (Statewide)**

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Rensselaer</u></b>					
122 Diesel Regular	241,500	122	\$3.1096	\$3.3658	Global Montello
123 Diesel Premium	31,000	123	\$3.1204	\$3.3658	Global Montello
124 ULSD 2D BIO (B5)	238,900	124	\$3.3216	\$3.6865	Mirabito Holdings
125 ULSD 2D BIO (B20)	1,700	125	\$3.5594	\$3.6865	Mirabito Holdings
<b><u>Richmond</u></b>					
126 Diesel Regular	5,000	126	\$3.2740	\$3.6235	Sprague Operating
127 Diesel Premium	2,000	127	\$3.2940	\$3.6435	Sprague Operating
<b><u>Rockland</u></b>					
128 Diesel Regular	31,000	128	\$3.0771	\$3.3830	Global Montello
129 Diesel Premium	457,103	129	\$3.0874	\$3.3830	Global Montello
130 ULSD 2D BIO (B5)	144,475	130	\$3.1312	\$3.5266	Sprague Operating
131 ULSD 2D BIO (B20)	50,000	131	\$3.3384	\$3.6714	Sprague Operating
<b><u>St Lawrence</u></b>					
132 Diesel Regular	299,500	132	\$3.1802	\$3.3755	Superior Plus
133 Diesel Premium	13,500	133	\$3.2320	\$3.4755	Superior Plus
134 ULSD 2D BIO (B5)	178,000	134	\$3.8622	\$3.3732	Adirondack Energy
135 ULSD 2D BIO (B10)	8,000	135	\$3.9622	\$3.3742	Adirondack Energy
<b><u>Saratoga</u></b>					
136 Diesel Regular	601,900	136	\$3.1033	\$3.3845	Global Montello
137 Diesel Premium	199,000	137	\$3.1241	\$3.3845	Global Montello
138 ULSD 2D BIO (B5)	187,900	138	\$3.4211	\$3.8130	Main Brothers
<b><u>Schenectady</u></b>					
139 Diesel Regular	506,000	139	\$3.0960	\$3.3772	Global Montello
140 Diesel Premium	15,100	140	\$3.1118	\$3.3772	Global Montello
141 ULSD 2D BIO (B5)	119,500	141	\$3.2855	\$3.6485	Mirabito Holdings
<b><u>Schoharie</u></b>					
142 Diesel Regular	181,500	142	\$3.1058	\$3.4470	Global Montello
143 ULSD 2D BIO (B5)	28,200	143	\$3.3706	\$3.7355	Mirabito Holdings
<b><u>Schuyler</u></b>					
144 Diesel Regular	145,750	144	\$3.1991	\$3.5855	Superior Plus
145 ULSD 2D BIO (B5)	24,000	145	\$3.5836	\$3.8755	Superior Plus
<b><u>Seneca</u></b>					
146 Diesel Regular	205,000	146	\$3.1413	\$3.5755	Superior Plus
147 Diesel Premium	77,000	147	\$3.1924	\$3.5565	Townsend Oil
148 ULSD 2D BIO (B5)	32,200	148	\$3.7169	\$4.2545	Ascent Aviation

(continued)

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Steuben</u></b>					
149 Diesel Regular	1,184,150	149	\$3.2011	\$3.6255	Superior Plus
150 Diesel Premium	33,000	150	\$3.2313	\$3.6555	Superior Plus
151 ULSD 2D BIO (B5)	199,500	151	\$3.5836	\$3.8755	Superior Plus
152 ULSD 2D BIO (B10)	15,000	152	\$3.7727	\$4.2545	Ascent Aviation
153 ULSD 2D BIO (B20)	20,000	153	\$3.8844	\$4.2545	Ascent Aviation
<b><u>Suffolk</u></b>					
154 Diesel Regular	463,567	154	\$3.0476	\$3.3385	United Metro Energy
155 Diesel Premium	3,604,010	155	\$3.0398	\$3.3930	Global Montello
156 ULSD 2D BIO (B5)	902,383	156	\$3.1380	\$3.3842	United Metro Energy
157 ULSD 2D BIO (B20)	20,000	157	\$3.3206	\$3.4320	United Metro Energy
<b><u>Sullivan</u></b>					
158 Diesel Regular	162,345	158	\$3.1308	\$3.4167	Global Montello
159 Diesel Premium	327,000	159	\$3.1411	\$3.4167	Global Montello
160 ULSD 2D BIO (B5)	79,500	160	<b>No Award-No Bids Received</b>		
<b><u>Tioga</u></b>					
161 Diesel Regular	122,500	161	\$3.2163	\$3.6755	Mirabito Holdings
162 ULSD 2D BIO (B5)	50,400	162	\$3.6669	\$4.2045	Ascent Aviation
<b><u>Tompkins</u></b>					
163 Diesel Regular	410,200	163	\$3.2315	\$3.6255	Superior Plus
164 Diesel Premium	71,500	164	\$3.3108	\$3.6255	Superior Plus
165 ULSD 2D BIO (B5)	51,500	165	\$3.6169	\$4.1545	Ascent Aviation
166 ULSD 2D BIO (B10)	35,000	166	\$3.6727	\$4.1545	Ascent Aviation
167 ULSD 2D BIO (B20)	45,000	167	\$3.7844	\$4.1545	Ascent Aviation
<b><u>Ulster</u></b>					
168 Diesel Regular	176,000	168	\$3.1164	\$3.4323	Global Montello
169 Diesel Premium	303,800	169	\$3.1367	\$3.4323	Global Montello
170 ULSD 2D BIO (B5)	130,345	170	\$3.5236	\$3.9155	Main Brothers
<b><u>Warren</u></b>					
171 Diesel Regular	91,000	171	\$3.1121	\$3.4533	Global Montello
172 Diesel Premium	650,000	172	\$3.1329	\$3.4533	Global Montello
173 ULSD 2D BIO (B5)	52,500	173	\$3.5236	\$3.9155	Main Brothers
<b><u>Washington</u></b>					
174 Diesel Regular	452,100	174	\$3.2086	\$3.4998	Global Montello
175 Diesel Premium	119,000	175	\$3.2094	\$3.4998	Global Montello
176 ULSD 2D BIO (B5)	80,000	176	\$3.4211	\$3.8130	Main Brothers
<b><u>Wayne</u></b>					
177 Diesel Regular	327,000	177	\$3.0501	\$3.5023	NOCO Energy
178 Diesel Premium	476,500	178	\$3.0757	\$3.4807	NOCO Energy
179 ULSD 2D BIO (B5)	35,000	179	\$3.1280	\$3.5108	NOCO Energy

(continued)

<u>Item No./ Diesel Fuel by County</u>	<u>Quantity Based on Filed Requirements For 12 Mo. Volume</u>	<u>Item No.</u>	<u>Price Per Gal. 2D</u>	<u>Price Per Gal. 1D</u>	<u>Contractor</u>
<b><u>Westchester</u></b>					
180 Diesel Regular	2,107,500	180	\$3.0653	\$3.3512	Global Montello
181 Diesel Premium	1,117,900	181	\$3.0804	\$3.3512	Global Montello
182 ULSD 2D BIO (B5)	506,200	182	\$3.1530	\$3.3992	United Metro Energy
183 ULSD 2D BIO (B10)	2,500	183	\$3.1494	\$3.4997	Sprague Operating
184 ULSD 2D BIO (B20)	47,000	184	\$3.2141	\$3.5256	Sprague Operating
<b><u>Wyoming</u></b>					
185 Diesel Regular	20,000	185	\$3.1074	\$3.5188	TRA-LIN
186 ULSD 2D BIO (B5)	103,500	186	\$3.3896	\$3.7926	NOCO Energy
<b><u>Yates</u></b>					
187 Diesel Regular	120,000	187	\$3.2078	\$3.6843	Townsend Oil Corp.
188 Diesel Premium	36,000	188	\$3.2228	\$3.6993	Townsend Oil Corp.
189 ULSD 2D BIO (B5)	30,000	189	<b>No Award-No Bids Received</b>		

**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 contractor has designated, 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: ADIRONDACK ENERGY PRODUCTS, INC.**

Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Clinton, Essex, Franklin, St. Lawrence	Plattsburgh Malone, NY	Brian Monette	Vice President	518-483-3835

**CONTRACTOR: ASCENT AVIATION GROUP, INC.**

Guaranteed Delivery: 3 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Jefferson, Lewis, Seneca, Steuben, Tioga, Tompkins	Brewerton, NY Syracuse, NY	Lynn Booth	Cust. Service	315-625-7299 1/800-272-3681

(continued)

EMERGENCY DELIVERY PROVISION: (Cont'd)

CONTRACTOR: GLOBAL MONTELLO GROUP CORP.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Albany, Columbia, Dutchess, Montgomery, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester	Albany, NY  Newburgh, NY  Long Island	Craig Hess (Or Other Dispatch Personnel)	Dispatch Manager	617-660-1100

CONTRACTOR: GOETZ ENERGY  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Erie, Niagara	Tonawanda, NY	Leo Figini	Dispatcher	716-876-4324

CONTRACTOR: MAIN BROTHERS OIL CO., INC.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Columbia, Greene, Ulster Warren, Saratoga, Washington	Chatham Catskill Greenwich Greenwich Greenwich	Gene Sweatt Bill Orvasky Stan Cruden Stan Cruden Stan Cruden	Mgr. Mgr. Mgr. Mgr. Mgr.	518-392-5191 518-943-4190 518-692-2259 518-692-2259 518-692-2259

(continued)

EMERGENCY DELIVERY PROVISION: (Cont'd)

CONTRACTOR: UNITED METRO ENERGY CORP.

Guaranteed Delivery: 3 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Bronx, Kings, Nassau, New York, Queens, Suffolk, Westchester	500 Kingsland Ave. Brooklyn	Scott Alnwick Anthony Perettia	Supervisor	718-383-1400

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

Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Albany, Rensselaer, Schenectady	Albany	Steve Tracy	Rec. Mgr.	518-577-9642
Broome, Tioga	Vestal	Vince Rafferty	Br. Mgr.	607-237-5409
Cortland, Madison, Otsego	Syracuse	Bob Brewer	Br. Mgr.	315-466-2514
Chenango	Norwich	Ed Rennick	Br. Mgr.	607-334-3810
Delaware	Sidney	Bob O'malley	Br. Mgr.	607-561-2656
Otsego, Schoharie	Oneonta	Carl Witter	Br. Mgr.	607-432-5660

CONTRACTOR: MX PETROLEUM

Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Essex	Ausable Forks	Joe Gordan	Manager	518-647-5280

(continued)

EMERGENCY DELIVERY PROVISION: (Cont'd)

CONTRACTOR: NOCO ENERGY CORP.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Cortland, Erie, Genesee, Livingston, Monroe, Niagara, Onondaga, Ontario, Orleans, Oswego, Wayne, Wyoming	700 Grand Island Blvd. Tonawanda, NY	Kevin Galas  Marianne McPherson	Dispatcher	716-435-7309 716-695-5599

CONTRACTOR: SHEPARD OIL CO., INC.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Fulton, Hamilton, Herkimer, Montgomery	Johnstown, NY	Holly Brandt John Trazaskos	Vice President	518-762-7812

CONTRACTOR: SPRAGUE OPERATING RESOURCES  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Putnam, Queens, Richmond, Rockland, Westchester	White Plains, NY	Burr Mosher  Barry Danicola	Director  OPS Director	914-328-6726 914-772-6128 516-622-7091 516-250-8861

(continued)

CONTRACTOR: SUPERIOR PLUS ENERGY SERVICES INC.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Clinton, Franklin Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, St. Lawrence, Schuyler, Seneca, Steuben, Tompkins	Non-Emergency  Rochester	Night Emergency Service (24-Hour Phone)	N/A	800-955-5992

CONTRACTOR: TOWNSEND OIL CORP.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Seneca, Yates	123 West Main LeRoy, NY	Kevin Brady Burt Davis	Plant Mgr. Service Mgr.	585-760-4423 585-760-4424

CONTRACTOR: TRA-LIN CORP.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Wyoming	Rochester	Linda Fedele	President	585-254-6010

CONTRACTOR: VALLEY OIL CO., INC.  
Guaranteed Delivery: 2 days A/R/O

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person(s)</u>	<u>Title</u>	<u>Phone Number(s)</u>
Columbia, Greene	Rte. 9H Claverack, NY	Russell Beck	Vice President	518-851-3921

(continued)

**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, New York State Procurement, 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.

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

(continued)

**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 [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. 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.

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.

(continued)

**PRICE:**

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

It shall be the contractor's responsibility to satisfy agency requirements by furnishing blended product when called for during the time period indicated in the Detailed Specifications.

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 diesel fuel under similar contractual terms and conditions.

Contract bid prices are firm except that price revisions shall be permitted in accordance with the PRICE REVISIONS clause set forth 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 diesel 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 diesel fuel purchased under any contract to be awarded hereunder which the contractor is not required to pay or bear the burden of, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.

The prices include all applicable Federal, State and local taxes including lust and duties as stated in Appendix B under section 18. 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 diesel fuel under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next scheduled price revision.

The price for diesel fuel 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 Purchasing Officer 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 diesel fuel.

(continued)

**PRICE REVISIONS:**

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

Separate revisions to the original contract price shall be based on prices in the JOC Group Oil Price Daily for Kerosene and Diesel, under the heading, “Daily Petroleum Prices”, Albany Reseller only, which are designated for ultra low sulfur products.

1D and 2D Prices will fluctuate according to the Albany “Ultra Low Sulfur Kero” and “Ultra Low Sulfur Diesel” postings selected.

The simple average of the high and low prices shown in the JOC Group Oil Price Daily postings will be used to compute price revisions during the contract period. New York State Procurement will compute any price revisions by determining the difference between the Posted Price on February 17, 2011 and the Posted Price on every Thursday during the contract period beginning with the JOC Group Oil Price Daily of August 11, 2011. The aforementioned mechanism for weekly price revisions would then be applied to the contract prices throughout the contract period. Price revisions will be rounded at four (4) decimal places. Applicable price changes will be effective as of the start of business on the following Friday. If the prices are not posted on Thursday, the previous business day on which the specified prices are posted will be utilized.

The average published price on February 17, 2011 for 1D (ultra low sulfur kero) is \$3.4755.

The average published price on February 17, 2011 for 2D (ultra low-sulfur) is \$3.0313.

The terms “Posting Day” or “Posted Price” as used throughout this Award refers to the actual day the prices are posted.

Should the weekly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide petroleum prices, the State reserves the right to increase the frequency of the price revisions to a daily basis. The daily basis will utilize postings Monday through Friday with applicable price changes to be effective as of the start of business on the following day. Weekend prices will be based on Friday's posting. The Friday posting will also stay in effect on Monday holidays. Prices in effect for mid week or Friday holidays will be the same as for the preceding day. Also, refer to “NOTE” concerning “Posting Day” below.

NOTE: In the event postings are not posted on a specified “Posting Day”, the “Posting Day” for that week will be the day previous when postings are available. If on any “Posting Day” only a single price is posted, negating the averaging process, the State normally uses the single posting as both the high and low prices, however, the State reserves the right to utilize the last posting immediately preceding said JOC Group Oil Price Daily in which the missing price was posted until such time as both entries are again posted. Should postings differ from current description and/or format, a posting determined, by the Commissioner in his sole discretion; to be most reflective of market conditions will be used.

Corrections to posted prices previously posted in the JOC Group Oil Price Daily will be considered only when caused by a typographical or clerical error on the part of said service provider.

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 the cause or nature of such costs of the contractor, will not be allowed during the contract period.

(continued)

PRICE REVISIONS: (Cont'd)

- (2) Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is 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 that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, New York State Procurement.
- (3) Price adjustments will continue using the same method if the contract is extended.
- (4) The contract bid prices are firm but will include "PRICE REVISIONS" which are calculated every Thursday during contract period and/or as stated herein. See "PRICE REVISIONS" clause in the Award for further explanation. In addition, to view daily contract pricing, visit our web site at:

[www.ogs.state.ny.us/asp/purchase/snt/fuels/index.asp](http://www.ogs.state.ny.us/asp/purchase/snt/fuels/index.asp)

PRICE REVISIONS FOR BIODIESEL:

The price revision procedure for 1D to be used for winter mixes with B5, B10 and B20 BioDiesel shall be the same as described above in "Price Revisions" and "NOTE". The price revision procedure for B5, B10 and B20 BioDiesel will be as follows:

The B5 BioDiesel pricing shall be based on 95% of the low-sulfur diesel average as described above plus 5% of the soybean oil price based on the price of soybean oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's Posted Prices, using a multiplier of 7.6465 to convert to gallons.

The B10 BioDiesel pricing shall be based on 90% of the low-sulfur diesel average as described above plus 10% of the soybean oil price based on the price of soybean oil per pound as shown in the Wall Street Journal's "Cash Prices -Fats and Oils" for each Thursday's Posted Prices, using a multiplier of 7.6465 to convert to gallons.

The B20 BioDiesel pricing shall be based on 80% of the low-sulfur diesel average as described above plus 20% of the soybean oil price based on the price of soybean oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's Posted Prices, using a multiplier of 7.6465 to convert to gallons.

The New York State Procurement will compute any price revisions by determining the difference between the combined posted prices on Thursday, February 17, 2011 and the combined posted prices on every Thursday during the contract period beginning with the publication of August 11, 2011. Applicable price changes will be effective as of the start of business on the following Friday. If the prices are not posted on Thursday, the previous business day on which the specified prices are posted will be utilized.

**B5:**

The average posted price for Thursday, February 17, 2011 for soy bean oil is \$.5333/lb. Using the multiplier of 7.6465, that converts to a price of \$4.0779/gal. for soybean oil. Five percent (5%) of that figure (\$.2039) plus 95% of the 2D base of \$3.0313 (\$2.8797) yields a February 17, 2011 base price for B5 fuel of \$3.0836/gal. In order to arrive at the adjustment for B5 fuel for a future week, subtract the current base price for Thursday February 17, 2011 (\$3.0836/gal) from the current week's combined average weighted price (for example \$3.1136/gal.), which yields a price change of +\$.0300/gal. for B5 Biodesel.

(continued)

**PRICE REVISIONS FOR BIODIESEL:**

**B10**

The average posted price for Thursday, February 17, 2011 for soybean oil is \$.5333/lb. Using the multiplier of 7.6465, that converts to a price of \$4.0779/gal. for soybean oil. Ten percent (10%) of that figure (\$.4078) plus 90% of the 2D base of \$3.0313 (\$2.7282) yields a February 17, 2011 base price for B10 fuel of \$3.1360/gal. In order to arrive at the adjustment for B10 fuel for a future week, subtract the current base price for Thursday February 17, 2011 (\$3.1360/gal) from the current week's combined average weighted price (for example \$3.1660/gal.), which yields a price change of +\$.0300/gal. for B10 Biodiesel.

**B20:**

The average posted price for Thursday, February 17, 2011 for soybean oil is \$.5333/lb. Using the multiplier of 7.6465, that converts to a price of \$4.0779/gal. for soybean oil. Twenty percent (20%) of that figure (\$.8156) plus 80% of the 2D base of \$3.0313 (\$2.4250) yields a February 17, 2011 base price for B20 fuel of \$3.2406/gal. In order to arrive at the adjustment for B20 fuel for a future week, subtract the current base price for Thursday, February 17, 2011 (\$3.2406) from the current week's combined average weighted price (for example, \$3.2706/gal.) which yields a price change of +\$.0300/gal. for B20 BioDiesel.

All other terms and conditions stated above in "Price Revisions" and "NOTE" will apply to BioDiesel also.

**INVOICES:**

In billing for winter mixes, invoices will include current contract price for each grade, type mixture furnished and computation of total price.

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

$$\begin{array}{l} 2,000 \text{ gals.} \times \text{Adjusted 2D price} = \text{total cost of 2D product} \\ + \underline{2,000 \text{ gals.} \times \text{Adjusted 1D price}} = \underline{\text{total cost of 1D product}} \\ \text{Invoice Total} = \text{total cost for delivery} \end{array}$$

**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.

**DELIVERY:**

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. 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 agency and, if applicable, from the Office of General Services, New York State Procurement.

**MINIMUM DELIVERY:**

Minimum delivery shall be not less than 250 gallons to each tank at each delivery location (site) as determined by the delivery schedule.

Purchases of less than minimums qualify for contract pricing at vendor'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 250 gallons, regardless of delivery circumstances.

(continued)

**GUARANTEE:**

The contractor guarantees to furnish adequate protection from damage to agency'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 diesel engine fuel under this 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 shall be immediately reported to the agency Business Office to effect contact with a representative of the Department of Environmental Conservation.

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

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

New York State political subdivisions and others authorized by New York State law may participate in 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 "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. 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 ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at 518-474-6717.

**NOTE: RE: NONGOVERNMENTAL EXEMPT ORGANIZATIONS:**

The State of New York, its agencies, instrumentalities and, political subdivisions are exempt from sales tax, excise taxes, and pass-through of the petroleum business tax. The same is not true of the nongovernmental participants.

Certain nongovernmental participants are exempt from sales tax when purchasing most commodities available under the OGS contracts. To obtain exempt status the organization must apply to the Tax Department and must receive an Exempt Organization Certificate and exemption number. When claiming exemption on purchases, the exempt organization must provide a properly completed Exempt Organization Certification to its suppliers.

However, the tax exempt status of these organizations does not extend to purchases of petroleum products. Nongovernmental exempt organizations, other than hospitals, must, when purchasing gasoline and diesel motor fuel, pay the sales and excise taxes to their suppliers and apply to the Tax Department for refund.

Suppliers selling petroleum products to nongovernmental exempt organizations must include such sales in computing their petroleum business tax liability. There is no exemption provided in the petroleum businesses tax for sales to nongovernmental organizations. Additionally, the law does not provide a refund to these organizations for any petroleum business tax passed through to them.

**NYSPRO's 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 or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will 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 by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

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**EXTENSION OF USE:**

Any contract awarded hereunder 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.

**SERVICES:**

Contractor must be prepared at all times to furnish engineering service, when so requested and to investigate and report to the using agency and this Division on any complaint that might arise in connection with the use of contractor's Diesel Fuel in State equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the agency's equipment.

**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.

**NOTE:**

Contractor's delivery trucks WILL 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.

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 for making deliveries; however, the contractor shall be in a position to make bulk deliveries within 24 hours after receipt of order.

Contractor must be prepared, at all times, to make prompt delivery as ordered. In emergencies, fuel must be delivered within twenty-four (24) hours of notification. Contractors must be prepared to deliver in a timely manner, on a one time basis per Agency tank, that amount of fuel oil necessary to fill subject tanks for the purpose of tank testing conducted by the Office of General Services at various locations providing minimum order requirements are met. (See "MINIMUM DELIVERY" clause).

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

Agencies are responsible for making certain that the delivery site is made ready for proper delivery by the contractor. 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 should also refer to CL-749 dated March 2, 2011 as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

**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.

**SAMPLES TO BE SUBMITTED BY BIDDER/CONTRACTOR:**

The contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

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**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 this 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.

**ESTIMATED QUANTITIES:**

The quantities or dollar values listed are estimated only and represent approximately twelve (12) month volume. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for the term as stated herein.

If mutually agreed between the New York State Procurement and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**RESERVATION:**

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.

**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.

**NEW YORK STATE PROCUREMENT CARD:**

See "Procurement Card" in Appendix B, OGS General Specifications.

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**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES**

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to the solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:  
[http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp)

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

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**GRADE - TEMPERATURE SCHEDULE:**

The contractor will be responsible for delivery of straight 1D, straight 2D or straight BioDiesel, or any blend of 1D and 2D or BioDiesel as listed in the Detailed Specifications. **Agencies desiring a mix other than normally required under these specifications must notify the Office of General Services and the contractor in writing of the specific mix desired.** Also, unless the agency specified otherwise when ordering, the contractor will adhere to the following schedule:

<u>Grade/Mix</u>	<u>Temperatures</u>	<u>Costing Formula</u>
#2D/Biodiesel	Spring/Summer/Early Fall* (above 20°F ambient). *Early Fall - used up to October	Current Contract Price
#1D	Winter (coldest areas) (sub zero ambient to -40°F).	Current Contract Price.
#2D/Biodiesel/1D	Winter Mix: See Low Temperature Operability/ Performance Characteristics under Detailed Specifications section herein.	Current Contract Price for respective gallon- age of each grade supplied.

**SAMPLING OF DIESEL FUEL OIL:**

Fuel oil delivered shall be subject to sampling and testing at the discretion of the purchasing Agency and/or the OGS New York State Procurement.

Normally, all samples collected for testing should be taken from delivery truck at the time of delivery.

The samples shall be collected in accordance with ASTM D4057-06 [IP #MPMS (Chapter 8.1)], or latest revision thereof. The usual method of sampling is a three-way bottle/container sampling taken at an upper, middle, and a lower sample point from the delivery vehicle. The sample container is a normally closed stopper type and operator opens it at each point to obtain a proportional amount of the sample.

Product samples taken at the Agency’s dispensing pump shall be considered representative of a disputed fuel oil delivery, when the contractor has delivered one or more consecutive loads of fuel oil to the tank’s content which is in dispute.

Additionally, when the purchasing Agency’s documentation indicates that previously delivered fuel oil is less than five percent of the tank’s fuel oil volume following any disputed delivery, and the previously delivered fuel oil performed and/or tested satisfactorily, then a sample taken from the pump shall be considered representative of the fuel oil delivered.

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**NON-COMPLYING PRODUCT - DELIVERY:**

Deliveries of fuel oil may be sampled at the contractor's loading point or at the point of delivery by a representative of the Office of General Services, New York State Procurement and/or the purchasing Agency's personnel. The methods of sampling and testing will be as listed elsewhere herein.

When it is found that fuel oil delivered does not comply with the specification requirements, the contractor, at its own cost and expense, may be required to remove all such sub-standard fuel oil from the purchaser's tank(s) and replace it with fuel oil meeting the specifications, if such removal is so instructed by the Office of General Services, New York State Procurement within a maximum time period of twenty-four (24 hrs) hours.

When an inspection of the tank(s) after the removal of the sub-standard product indicates that the delivered product has rendered the tank(s) unsuitable for use, then the contractor may be responsible for cleaning of the tank(s) so affected, if such cleaning is so instructed by the Office of General Services, New York State Procurement.

The State may cancel the contract and may purchase the balance of the contract quantities in the open market at the contractor's expense, if, in the opinion of the Commissioner of General Services, the fuel delivered fails to meet the specific requirements; or, if the fuel is found to contain objectionable dirt, water or excess sediment; and/or an excessively high cold filter plugging point.

**NON-COMPLYING PRODUCT - DELIVERY-OPERABILITY/PRICE-DEDUCTIONS:**

Deductions shown hereafter will be made from the invoice price, or subsequent agency invoices, for delivering fuel oil that does not comply with the detailed specifications, whether or not the fuel oil in question has been consumed by the purchasing Agency. These deductions shall be a flat rate per fill incident, adjusted for the number of non-complying delivery incidents at an individual tank.

Equipment shall be operable (regardless of weather conditions) when fueled from a delivery made within the last (preceding) thirty days. A deduction shall be assessed for each tank fill incidence which causes inoperability of equipment using that delivered fuel. This inoperability deduction shall be in addition to the "PRICE DEDUCTION" assessed for not complying to one (or more) of the NON-COMPLYING PRODUCT characteristics stated hereinafter.

**NON-COMPLYING PRODUCT - FLASH POINT - PRICE DEDUCTION:**

When the delivered fuel oil's flash point is found to be greater than four (4°F) degrees Fahrenheit lower than the specified requirement, a deduction from the contracted invoice price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

**NON-COMPLYING PRODUCT - WATER & SEDIMENT CONTENT - PRICE DEDUCTION:**

When the delivered fuel oil's water and sediment content is found to be greater than five hundredths (0.05%) of a percent above the specified requirement, a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

**NON-COMPLYING PRODUCT - VISCOSITY - PRICE DEDUCTION:**

When the delivered fuel oil's viscosity is found to be greater than two (2) seconds above the specified maximum requirement, a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

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NON-COMPLYING PRODUCT - SULFUR CONTENT - PRICE DEDUCTION:

When the delivered fuel oil's sulfur content is found to be greater than 0.0018% a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

If any delivered product is found to contain incorrect dye, then all fuel in the tank shall be removed and replaced with an equal quantity of (clear or red dyed, tax exempt) complying product.

The deduction shall be assessed regardless of whether the non-complying fuel oil delivery is removed or not removed.

NON-COMPLYING PRODUCT - CETANE INDEX - PRICE DEDUCTION:

When the delivered fuel oil's cetane index is found to be greater than two (2) cetane below the specified minimum requirement/s (i.e., 40 and/or 43.5), a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

The deduction shall be applied to Calculated Cetane Index deficiencies and/or Engine Cetane Index deficiencies. The State may consider waiving these deductions (or adjusting them) if certified documentation of fuel quality is provided for fuel containing adequate additives. The State reserves the right to require engine Cetane testing at the contractor's expense when calculated Cetane is lower than the specified Cetane Index.

NON-COMPLYING - ASH CONTENT - PRICE DEDUCTION:

When the delivered fuel oil's ash content is greater than fifteen thousandths of a percent (0.015%), a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitations document.

NON-COMPLYING PRODUCT - COLD FILTER PLUGGING POINT (CFPP) TEMPERATURE - PRICE DEDUCTION:

When the delivered fuel oil's Cold Filter Plugging Point (CFPP) temperature is found to be greater than one (1°C) degree Centigrade above the specified maximum requirement for the respective delivery area and delivery period, a deduction from the contracted invoiced price shall be taken as stated in the "PRICE DEDUCTION TABLE" found elsewhere within this solicitation's documents.

The deduction shall be assessed regardless of whether the non-complying fuel oil delivery is removed or not removed and regardless of equipment operability. If equipment is not operable because of failure of the supplier/contractor to adjust fuel and additive mix to ensure proper operation in a respective temperature period/zone, then a deduction shall be charged in addition to the preceding CFPP deduction and/or regardless of whether or not the preceding CFPP deduction is assessed.

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PRICE DEDUCTION TABLE

(NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS)				
Description of Non-Complying Characteristic	Limiting Value	Respective Amount of Deduction	Equipment Operability	Respective Amount of Deduction
<u>FLASH POINT</u> Type: #1D #2PD/1D&2D/1D #2D & 2PD	LESS THAN 116°F 118°F 121°F	1st incident charged at \$250.00 per tank fill*;	WHENEVER  USE OF  DELIVERED	1st incident charged at \$250.00 per tank fill*;
<u>WATER AND SEDIMENT</u>	greater than 0.07%			
<u>VISCOSITY</u> (max) SUS at 100°F: Type: #1D: #2D & 2PD	greater than 35 S 40 S	2nd incident charged at \$500.00 per tank fill*;	DIESEL  FUEL  CAUSES	2nd incident charged at \$500.00 per tank fill*;
<u>SULFUR CONTENT</u> (.0018%, Max)	greater than 0.0018%			
<u>CETANE INDEX NO.</u> Calculated: Engine:	less than 40 CCI 43.5 CI	Three or more incidences, charged at \$750.00 per tank fill*.	EQUIPMENT  ENGINE(S)  TO <u>NOT</u>  OPERATE  (SHUTDOWN),  DEDUCT THE  FOLLOWING:	Three or more incidences, charged at \$750.00 per tank fill*.
<u>ASH</u> , % mass 0.01% (max):	greater than 0.015%			
<u>COLD FILTER PLUGGING POINT</u> For OCTOBER Use For NOVEMBER Use For DECEMBER Use For JANUARY Use For FEBRUARY Use For MARCH Use	greater than <b>**North/South</b> -12°C/-10°C -17°C/-14°C -30°C/-23°C -33°C/-25°C -33°C/-24°C -25°C/-18°C			

\* “Tank fill”, as used in this Table, shall be an individual (drop) fuel delivery into a purchasing facility’s fuel storage tank by the contractor’s authorized delivery vehicle.

\*\* “North/South”, as used in this Table, shall respectively designate the temperature limits for facilities which are located north of 42° latitude and others which are located south of 42° latitude.

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FOR STANDARD PETROLEUM DIESEL FUEL

Address inquiries relative to Detailed Specifications to New York State Procurement, Telephone Number 518-474-9621, Attn: Russell Patton.

**SCOPE:**

This specification shall describe various Diesel Engine Fuel Oils for use at various State and Non-State agencies throughout New York State for on-road use only. The product shall be contractor furnished, delivered and unloaded as specified under “PRICE” section in the Specification General Information clauses.

Additionally, this group specification shall describe respective sampling methods, testing methods, applicable price deductions, and removal & replacement requirements as they apply to non-complying and/or unacceptable product.

**ACRONYMS AND DEFINITIONS:**

**ASTM:**

The acronym, “ASTM” shall be used as a designation for the American Society for Testing and Materials.

**CFPP:**

The acronym, “CFPP” shall be used as a designation for the Cold Filter Plugging Point of the fuel.

**IP:**

The acronym, “IP” shall be used as a designation for the Institute of Petroleum.

**1D (1-D)**

The symbols 1D and/or 1-D shall be used as a grade designation for light distillate diesel fuel oils used in vehicular diesel engines and in higher volatility applications than provided by grade 2-D fuel oils.

**2D (2-D)**

The symbols 2D and/or 2-D shall be used as a grade designation for middle distillate diesel fuel oils used in vehicular diesel engines and in non-vehicular applications having frequently varying loads and speeds.

**2PD (P-D)**

The symbols 2PD and/or 2-PD shall be used as a grade designation for premium distillate diesel fuel oils used in vehicular diesel engines & in non-vehicular applications having frequently varying loads & speeds along with requirements for higher cetanes, special enhancers & inhibitors.

**UNIVERSAL DETAILS**

All products provided shall be homogenous fuel oil, suitable for diesel engines, and they shall conform to the requirements of ASTM D975-08ae1, Table 1, or latest revision thereof, except as listed differently elsewhere herein.

NOTE: All test references shall be ASTM method, as indicated herein, or approved equivalents.

**DYE MARKER CONTENT:**

All product provided shall be free of visible evidence of the blue dye 1,4-diacetylamino-anthraquinone. This requirement shall be in full compliance with Federal CCA\*, Part 80, Section 80.29 & State NYCRR, or latest revisions thereof. **EXCEPTION:** Federally tax exempt fuel may be dyed red using solvent red dye 164. **RED-DYED FUEL MUST BE PROVIDED FOR CUSTOMERS REQUESTING IT, AT CONTRACT PRICE!**

\*CCA = Clean Air Act

(continued)

UNIVERSAL DETAILS: (Cont'd)

FLASH POINT:

The specified minimum Flash Point for Fuel Oils provided under this contract shall be: 120°F for 1D; 122°F for 2PD/1D and 2D/1D (50/50 blend); and 125°F for 2D and 2PD. Delivered product having a flash point below the respective requirement given above, shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT.

Delivered product having a flash point greater than ten (10°F) degrees Fahrenheit below the specified minimum shall be removed from the purchasing agency's tank and replaced with product conforming to specifications. The Flash Point shall be determined using ASTM Test Method D93-10 (IP #34/85), or latest revision thereof, Flash Point by Pensky-Martens Closed Tester.

WATER AND SEDIMENT:

The intended Water & Sediment (W & S) content for Fuel Oils provided under this contract shall be two hundredths (0.02% V/V) of a percent.

Delivered product having a water & sediment content greater than five hundredths (0.05% V/V) of a percent shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT.

Delivered product having a water & sediment greater than five hundredths (0.05% V/V) of a percent shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance. The Water & Sediment content shall be determined using - ASTM Test Method D1796-04 (IP #75/82), or latest revision thereof. Product with W & S over 0.02% V/V but not over 0.05% V/V shall have additives ensuring smooth engine combustion and may be considered for this solicitation. A haze rating @ 25°C (77F) shall be a maximum of 2 using ASTM Method D4176-04 (Procedure 2) or latest revision thereof.

VISCOSITY:

The specified maximum Viscosity for Fuel Oils provided under this contract shall be: thirty three (33 SUS @ 100°F) Saybolt Universal Seconds at one hundred degrees Fahrenheit, maximum, for 1-D fuel oil; and thirty eight (38 SUS @ 100°F) Saybolt Universal Seconds at one hundred degrees Fahrenheit, maximum, for 2-D and 2-PD fuel oils. Delivered product having a viscosity greater than 33 SUS @ 100°F or 38 SUS @ 100°F, respectively, shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT.

Delivered product having a viscosity greater than 35 SUS @ 100°F for 1-D; or 40 SUS @ 100°F for 2-D or 2-PD shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance. The Viscosity shall be determined using ASTM Test Method D445-09 (IP #71/84), or latest revision thereof; and ASTM D2161-05e1, 1999e2, conversion of Kinematic Viscosity to Saybolt Universal Seconds (Table 1), or latest revision thereof relative to the individual characteristics of the product being tested.

CLOUD POINT:

The maximum cloud point temperature shall be equal to the tenth percentile minimum ambient temperature listed elsewhere herein under the heading LOW TEMPERATURE OPERABILITY PERFORMANCE. The maximum cloud point temperature for product, delivered from APRIL through the Summer use period, shall be thirty one (31°F) degrees Fahrenheit [minus five tenths (-0.5°C) of a degree Centigrade]. The Cloud Point shall be determined using ASTM Test Method D2500-09 (IP #219/82), or latest revision thereof; or ASTM D3117-03, alternate method in accordance with ASTM D975-10a procedures.

COLD FILTER PLUGGING POINT (CFPP):

The specified maximum CFPP for low temperature operability/performance of fuel oils provided under this contract shall be twenty seven (27°F) degrees Fahrenheit [fifteen (15°C) degrees Centigrade] below the specified cloud point. The CFPP shall be determined using Institute of Petroleum Test Method IP #309/83, or latest revision thereof relative to the individual characteristics of the product being tested. This method is technically equivalent to the British Standard BS6188 and European Standard EN116.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

UNIVERSAL DETAILS (Cont'd)

**COLD FILTER PLUGGING POINT (CFPP):** (Cont'd)

Delivered product having a CFPP temperature greater than one (1°C) degree Centigrade above the maximum but less than seven and one-half (7.5°C) degrees Centigrade above the maximum shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a CFPP temperature of seven and one-half (7.5°C) degrees Centigrade, or greater, above the maximum shall be removed from the site upon the State's request and the contractor shall pay a price penalty as stated elsewhere herein regardless of whether the fuel oil delivery is removed or not removed. Respective CFPP temperatures shall be listed elsewhere herein.

**SULFUR:**

The specified maximum Sulfur content for Fuel Oils provided under this contract shall be fifteen ten thousandths of a percent, per table which follows. Delivered product having sulfur content greater than fifteen ten thousandths of a percent (.0015%) shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a sulfur content greater than that allowed by NYCRR, Title 6 Environmental Conservation Law, Chapter III Air Resources, Subchapter A, Subpart 225-1.2.(d) Table 2 shall be removed from the purchasing agency's tank and replaced with product conforming to specifications. The Sulfur content shall be determined using ASTM D2622-10, or ASTM D4294-10; or latest revisions thereof relative to the individual characteristics of the product being tested.

**SUMMARY OF SULFUR CONTENT (REQUIREMENTS)**

<u>Geographical Area of the State</u>	<u>Percent of Sulfur by Weight (Maximum)</u>
Statewide Highway Vehicles:	0.0015% (fifteen ten thousandths of a percent).

**TYPE OF USE REQUIREMENTS:**

Effective 15 October 2006 the maximum sulfur content shall be .0015% (fifteen ten thousandths of a percent) for all diesel fuel used in highway vehicle motors. This shall apply to all highway vehicles (diesel engine) Statewide. All off-highway equipment motors shall comply with the prior geographical area requirements for sulfur content, or engine manufacturer's recommendation whichever is stricter.

**CETANE RATING:**

The specified minimum cetane value for Fuel Oils provided under this contract shall be a forty-two (42.0 CCI) Calculated Cetane Index. Delivered product having a calculated cetane index below forty two (42.0) CCI shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT.

Delivered product having a calculated cetane index below forty (40.0) CCI shall be removed from the purchasing agency's tank and replaced with product conforming to specifications. The Calculated Cetane Index value shall be determined using ASTM Test Method D976-06 (IP #364/84), or latest revision thereof; or ASTM D4737-09a, or latest revision thereof; relative to the individual characteristics of the product being tested.

When a given sample is determined to be in non-compliance of either or both (Calculated & Engine) Cetane Index requirements, then the greater deviation shall be the figure used for the price deduction requirements; except when the Engine Cetane Index exceeds its specified requirement, the "Non-Complying Product - Cetane Content/Price Deduction" shall be waived.

**ASH:**

The specified maximum ASH content for Fuel Oils provided under this contract shall be one hundredth (0.01%) of a percent, maximum by weight. Additionally, a product having excessive ash content shall be removed and/or adjusted in price as specified elsewhere herein

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UNIVERSAL DETAILS (Cont'd)

ASH: (Cont'd)

Delivered product having an ash content above the maximum by greater than two thousandths (0.002%) of a percent above the maximum but less than one tenth (0.10%) of a percent above the maximum shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having an ash content of one tenth (0.10%) of a percent by weight, or greater, above the maximum specified shall be removed from the site upon the State's request and the contractor shall pay a price penalty as stated elsewhere herein regardless of whether the fuel oil delivery is removed or not removed. Respective ash contents shall be listed elsewhere herein.

DIESEL FUEL OIL REQUIREMENTS:

The fuel oil supplied under this contract shall meet the universal details listed previously, the seasonal and other listed requirements which follow:

The fuel oil supplied shall be visually free of undissolved water, sediment, suspended matter, and shall be clear & bright at the ambient temperature, or seventy (70°F) degrees Fahrenheit, whichever is higher. Fuel oil supplied shall NOT contain any alcohol.

The winter mix diesel fuel oil, regular, premium, and biodiesel supplied shall meet their respective requirements as listed elsewhere herein. In addition, these grades of fuel oil shall conform to the "LOW TEMPERATURE OPERABILITY PERFORMANCE" requirements listed later herein.

GRADE 2D (2-D), DIESEL (REGULAR) FUEL OIL:

Grade 2D fuel oil shall meet specifications listed previously herein & it shall be suitable for use in spring/summer/fall climate conditions.

GRADE 1D (1-D), DIESEL FUEL OIL:

The Grade 1D fuel oil shall meet the specifications listed previously herein and it shall be suitable for use during winter (sub zero) climate conditions. Kerosene (1- K) meeting and/or exceeding the parameters stated herein for 1D will be considered in lieu of 1D as part of this specification/solicitation.

GRADE 2D/1D, WINTER MIX (REGULAR DIESEL/KERO) DIESEL FUEL OIL:

The Grade 2D/1D, Winter Mix, fuel oil shall meet the specifications listed previously herein and it shall be suitable for use during winter (purchasing Agency's local ambient temperature) climate conditions.

It shall be proportioned to provide a cloud point equal to the tenth (10th) percentile minimum ambient temperature expected for the region and period of use.

GRADE 2PD/1D (WINTER MIX), PREMIUM DIESEL FUEL OIL:

The Winter Mix Premium Grade Diesel Fuel Oil shall be a homogenous mixture of the base diesel fuel oils (1D & 2D) and specific purpose additives formulated to improve overall product performance. The additives shall be comparable to those stated for 2PD hereinafter and the aforementioned heading, ADDITIVE (MULTI-PURPOSE DIESEL FUEL WINTERIZATION).

GRADE 2PD, PREMIUM DIESEL FUEL OIL:

The Premium Grade Diesel Fuel Oil shall be a homogenous mixture of 2D base diesel fuel oil and specific purpose additives formulated to improve overall product performance. The additives are as follows:

Detergents - shall be included to remove gum and/or varnish build-up on fuel system components. They shall carry removed substances to the fuel filter where the substances are separated from the product. At the injectors they shall dissolve and remove combustion deposits from the orifice tip, maintaining required spray patterns for proper combustion. Detergents shall meet the parameters of CRC L-10 Superior Maximum Demerit Rating requirements (10 max.)

(continued)

**GRADE 2PD, PREMIUM DIESEL FUEL OIL:** (Cont'd)

Corrosion/Rust Inhibitors - shall be included to prevent the rusting and/or corroding of the cleansed surfaces in the fuel system. The presence of the required corrosion inhibitors in the fuel oil shall be determined using NACE (National Association of Corrosion Engineers) standard test method number TM0172-01. This method is an "A" - spindle test having a grading range from "A" through "E"; "A" indicating no corrosion and "E" indicating extreme corrosion. The Premium Diesel Fuel Oil supplied shall have a rating of B5<sup>++</sup>0, or better, when tested by this method.

Stabilizer - shall inhibit oxidation of the fuel oil, reducing darkening & sludge formation in the fuel oil as it ages (during prolonged storage periods). The presence of the required stabilizer (degradation inhibitors) in the fuel oil shall be determined using Dupont's standard test method number F21-61. This method is a thermally accelerated degradation process which measures stability based on substance accumulation on a ten micron filter which is compared to a standardized chart. The Premium Diesel Fuel Oil supplied shall have a rating of seven (7), or lower, when tested by this method.

De-hazer - shall remove any traces of moisture that might be suspended in the fuel oil mixture and/or any ambient moisture which might condense in the product. It shall disperse/separate such moisture (water) from the fuel and result in fuel oil clarity.

Visual Indicator - should be included in all premium diesel fuel oil. The indicator shall be a fluorescent dye which is clearly distinguishable from the standard base fuel oil's color with the use of a black light, etc. Red dye - visible (daylight) to the naked eye indicates Federal Tax Exempt.

Premium grade diesel fuel oil which does not conform to the stabilizer, corrosion ratings specified herein shall be removed or an adequate additive shall be provided. The NYS OGS New York State Procurement, Director's decision to remove or accept corrective additive amounts (provided & intermixed at the contractor's cost & expense) to the fuel oils in question shall be final.

**PREMIUM CETANE RATING:**

The premium diesel [Grade 2PD & 2PD/1D (Winter Mix)] fuel oil shall contain the respective (specified) combination of the base fuel oil/s (1D & 2D) and it shall meet all the specifications listed elsewhere herein for those base fuel oils.

In addition to its base fuel oil meeting the Calculated Cetane Index value specified previously herein for all the fuel oils. The premium fuel oil shall have a total (calculated plus cetane improvers) Cetane Index value of forty five and one-half (45.5) Cetane. ASTM Test Method D976-06 (IP #364/84), or latest revision thereof; or ASTM D4737-09a, or latest revision thereof, shall be used for calculating whether the Cetane number is 45.5. However, the premium grade diesel fuel oil's Cetane Index value shall be determined using (the engine ignition method) ASTM Test Method D613-10 (IP #41/81), or latest revision thereof, when the previously specified calculated method for cetane of the base fuel oil is less than a 45.5 cetane value.

The premium fuel oil shall conform to the specified Cetane Index listed herein, both Calculated Cetane Index and Engine Cetane Index (D613-10). When a given sample is determined to be in non-compliance of either or both Cetane Index requirements, then the greater deviation shall be the figure used for the price deduction requirements; except when the Engine Cetane Index exceeds its specified requirement, the "Inferior Cetane Content/Price Deduction" shall be waived.

**CETANE IMPROVER:**

At the manufacturer's recommended full strength dosage ratio, this additive shall include a 2-ethyl-hexyl-nitrate cetane improver which shall increase the cetane value of the fuel by a minimum of four (4) numbers (i.e., a 42.0 cetane fuel shall raise to a cetane of 46.0, or better). A minimum of thirty (30%) percent of the additive package shall be cetane improver.

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**COLD FILTER FLOW IMPROVER:**

At the manufacturer's recommended full strength dosage ratio, this additive shall include a cold filter flow improver which shall provide a maximum fuel oil CFPP temperature which is eighteen (18°F) degrees Fahrenheit [ten (10°C) degrees Centigrade] below the respective Cloud Point temperatures listed elsewhere herein under the heading "LOW TEMPERATURE OPERABILITY/PERFORMANCE CHARACTERISTICS:".

Winter Mix delivered for use during the months of November through March shall have a cold filter flow improver as specified previously.

**DETERGENT:**

This additive shall possess detergent characteristics. It shall meet the parameters of CRC L-10 Superior Maximum Demerit Rating requirements (10 max.) and it shall pass a verifiable, objective dynamometer test which proves keep-clean or clean-up ability relative to untreated fuel oil. The Mercedes Benz OM-616 Coker Test, or comparable test, shall be acceptable for proof of performance.

**CORROSION INHIBITORS:**

At the manufacturer's recommended full strength dosage ratio, this additive shall possess corrosion inhibitors which shall ensure a B<sup>++</sup>, or better, NACE rating (steel spindle test).

**WATER DISPERSAL:**

This additive shall provide water dispersant characteristics which neither: completely shed water, nor completely emulsify the water. It shall emulsify water in the fuel oil being treated at a controlled rate of one hundred (100 gal) gallons, maximum, per million gallons of fuel being treated.

**DEICING CAPABILITY:**

At the manufacturer's recommended full strength dosage ratio, this additive shall provide adequate deicing capability.

**ADDITIVE REFERENCE: (WINTER MIX, CFPP IMPROVER)**

Any additive supplied under this contract shall be: AGA/Truck-Pro (Carter Chem.) product named "Arctic Arnol", or NALCO Chemical Co. product code number "88BK108 Liquid", or comparable product; meeting the minimum requirements of this specification.

(continued)

REQUIREMENTS SUMMARY

<u>PARAMETER</u>	<u>TEST METHOD</u>	<u>1D FUEL OIL</u>	<u>2D FUEL OIL</u>	<u>2PD FUEL OIL</u>
Flash Point, min.:	D93-10	120°F	125°F	125°F
Water & Sed., max.:	D1796-04	0.02% V/V	0.02% V/V	0.02% V/V
Water & Sed., Haze Rating, max.:	D4176-04	2.0	2.0	2.0
Viscosity, max.:	D445-09/D2161-06	33SUS@100°F	38SUS@100°F	38SUS@100°F
Ash, % mass, Max.	D482-07	0.01	0.01	0.01
Sulfur, % mass, max.:	D2622-10 or D4294-08	0.0015%	0.0015%	0.0015%
Cetane Index (Calculated)	D976-06 (IP 364/84) D4737-09a	42.0 (min.)	42.0 (min.)	42.0 (min.)
Cetane Number (Engine)	D613-10	42.0 (min.)	42.0 (min.)	45.5 (min.)
Aromaticity, % vol, (possible min.): (max.):	D1319 – 10	---- 35.0	27.0 35.0	27.0 35.0
Cloud Point, °C max.	D3117-03 D2500-09	same as Ambient Temp, OCT thru MAR		
CFPP Point, °C, max.	IP309/83	see Low Temperature Operability table		
Carbon Residue (mass %), max, on 10% Ramsbottom:	D524-10	0.15	0.35	0.35
Corrosion Inhibitors	TM0172, NACE	mfr's std.	mfr's std.	B5++0 or better
Stabilizer	F21-61, Dupont	mfr's std.	mfr's std.	"7", or less

BLENDING/DELIVERY REQUIREMENTS:

All fuel oil delivered which contains combinations of 1D, 2D, or winterizing additives shall be blended at the bulk plant, or via a dual/multiple manifold on the truck which mixes them for a simultaneous delivery. Delivery/ies via a non-manifold type truck (i.e., product which is not premixed) should not be accepted. Cetane and cold filter plugging point (CFPP) parameters shall be met regardless of product mix.

LOW TEMPERATURE OPERABILITY/PERFORMANCE CHARACTERISTICS:

The WINTER MIX (2D/1D) and premium diesel, 2PD/1D (WINTER MIX), fuel oil deliveries shall conform to the cloud point and cold filter plugging point temperatures within this section and shall ensure that the maximum percentage of 2D fuel is included in the mix relative to those maximum temperature points. The percentage of 1-D fuel oil used to ensure the proper CFPP temperature shall not exceed fifty (50%) percent of the base oils mix ratio. When necessary to ensure compliance with low temperature characteristics, the use of winterizing additives which meet the conditions stated elsewhere herein shall be required. Cummins states that their engines need a fuel with 60% (minimum) #2 diesel content for Winter Mix.

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LOW TEMPERATURE OPERABILITY/PERFORMANCE CHARACTERISTICS: (Cont’d)

The fuel oils shall meet the following respective low temperature operability/performance characteristics when tested in accordance with ASTM D975-06B and the test methods listed herein under the heading “UNIVERSAL DETAILS”.

WINTER MIX PERFORMANCE PERIODS	AMBIENT TEMPERATURE and CLOUD POINT (maximum)	CFPP TEMPERATURE (maximum)
	42°LAT/North - South 42°LAT	
	42°LAT/North - South 42°LAT	
Deliveries OCTOBER	+26°F(- 3°C) +31°F(-0.6°C)	+ 8°F(-13°C) +13°F(-11°C)
with Next NOVEMBER	+17°F(- 8°C) +23°F(- 5°C)	- 1°F(-18°C) + 5°F(-15°C)
Scheduled DECEMBER	- 2°F(-19°C) + 7°F(-14°C)	-24°F(-31°C) -11°F(-24°C)
Replenish- JANUARY	-2°F(-19°C) + 3°F(-16°C)	-29°F(-34°C) -15°F(-26°C)
ment FEBRUARY	-2°F(-19°C) + 5°F(-15°C)	-29°F(-34°C) -13°F(-25°C)
In MARCH	+ 3°F(-16°C) +16°F(- 9°C)	-15°F(-26°C) - 2°F(-19°C)
Delivery In All Other Periods	+26°F(- 3°C) +31°F(-0.6°C)	+ 13°F(-11°C) +13°F(-11°C)

**WINTER MIXES:**

In regard to NYS DOT sites, the regional equipment manager (transportation motor equipment manager) has the discretion to mandate the winter mixes that will exceed the chart above for cloud point at individual sites.

**NOTE:**

When the National Weather Service projects extended cold periods with ambient temperatures significantly lower than those listed above or a particular locale frequently/usually has lower ambient temperatures, then the oil supplied relative to those deliveries shall have the maximum cloud & cold filter plugging point temperatures lowered to meet actual low ambient operability requirements.

**FOR BIODIESEL**

Address inquiries relative to Detailed Specifications to New York State Procurement, Telephone Number 518-474-9621, Attn: Russell Patton.

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DETAILED SPECIFICATIONS FOR BIODIESEL

SCOPE:

It is the intent of this specification to describe requirements for a fuel blends containing either 5% Biodiesel fuel with 95% ultra-low sulfur diesel fuel, 10% Biodiesel fuel with 90% ultra-low sulfur or 20% Biodiesel fuel with 80% ultra low-sulfur diesel fuel. The blends will be known as B5, B10 and B20 respectively. The intended use for the B5, B10 and B20 BioDiesel fuel blends described herein is for use in all diesel fuel consuming vehicles and equipment systems suitable for such fuel and provided that the fuel is consumed within a period of six months.

NOTE: These fuel blends are relatively new to the marketplace and, as such, full and complete knowledge of their behavior and properties under various use conditions is not currently available. Prospective users of these materials are therefore cautioned to carefully read and understand the section titled "BioDiesel Usage Considerations" before deciding to purchase and use these fuels.

ACRONYMS AND DEFINITIONS:

ASTM:

The acronym, "ASTM" shall be used as a designation for the American Society for Testing and Materials.

BioDiesel (B100):

BioDiesel fuel is composed of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100 or 100% BioDiesel fuel, as defined in ASTM D6751-07. ASTM D6751-07 covers low sulfur BioDiesel (B100) for use as a blend component with diesel fuel oils.

B5:

A blend of 5% bio product and 95% petro diesel product.

B10

A blend of 10% bio product and 90% petro diesel product.

B20:

A blend of 20% bio product and 80% petro diesel product.

CFPP:

The acronym, "CFPP" shall be used as a designation for the Cold Filter Plugging Point of the fuel.

IP:

The acronym, "IP" shall be used as a designation for the Institute of Petroleum.

1D (1-D)

The symbols 1D and/or 1-D shall be used as a grade designation for light distillate diesel fuel oils used in vehicular diesel engines and in higher volatility applications than provided by grade 2-D fuel oils.

2D (2-D)

The symbols 2D and/or 2-D shall be used as a grade designation for middle distillate diesel fuel oils used in vehicular diesel engines and in non-vehicular applications having frequently varying loads and speeds.

**BIODIESEL USAGE CONSIDERATIONS:**

There are many positive benefits attributed to the use of B5, B10 and B20 BioDiesel fuel as compared to normal "Petro Diesel" fuel. The most mentioned are decreased emissions of various pollutants, increased engine life, reduced reliance on uncertain petro fuel sources, renewable fuel source and safety in handling. However, there are also a number of properties of BioDiesel fuel that potentially impact on equipment, storage and OEM warranty coverage. These considerations are detailed below.

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DETAILED SPECIFICATIONS FOR BIODIESEL (Cont'd)

**BIODIESEL USAGE CONSIDERATIONS:** (Cont'd)

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

Sediment: Use of 2D Diesel fuel can leave a deposit in the bottom of fueling lines, tanks, and delivery systems over time. The use of BioDiesel can dissolve this sediment and result in the need to change filters more frequently when first using BioDiesel until the whole system has been cleaned of the deposits left by the petrodiesel.

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

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

Storage: All fuels have a shelf life. This is also true with BioDiesel and BioDiesel blends. Available data indicates that B5, B10 and B20 BioDiesel fuel should be used within six months of manufacture. Fuels determined to have a Total Acid Number (by ASTM D664-07) of greater than 0.25KOH/g are not recommended for use.

OEM Considerations: The impact of BioDiesel use on warranty coverage varies by vehicle/engine manufacturer. Major engine manufacturers have all issued statements regarding the use of BioDiesel fuel as it pertains to their warranty coverage. **BEFORE** deciding to use B5, B10 and B20 fuel, prospective users should make sure they have checked with the manufacturers of their diesel equipment for considerations and concerns related to that usage. Copies of the major manufacturers' statements regarding warranty impact of using BioDiesel may be obtained from the National BioDiesel Board at (800) 841-5849.

**DYE MARKER CONTENT:**

All product provided shall be free of visible evidence of the blue dye 1,4-diacetylamino-anthraquinone. This requirement shall be in full compliance with Federal CCA\*, Part 80, Section 80.29 & State NYCRR, or latest revisions thereof. EXCEPTION: Federally tax exempt fuel may be dyed red using solvent red dye 164. **RED-DYED FUEL MUST BE PROVIDED FOR CUSTOMERS REQUESTING IT, AT CONTRACT PRICE!**

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DETAILED SPECIFICATIONS FOR BIODIESEL (Cont'd)

FINISHED FUEL REQUIREMENTS FOR B5, B10 AND B20 BIODIESEL

**MATERIAL:** The finished B5, B10 and B20 BioDiesel fuel blends shall be prepared using the following feedstocks:

1D Light Distillate Diesel Fuel: As described above and meeting the requirements listed under the Diesel Fuel feedstock portion this spec and as listed in Table 2

2D Middle Distillate Diesel Fuel: As described above and meeting the requirements listed under the Diesel Fuel feedstock portion this spec and as listed in Table 2

BioDiesel (B100) Fuel: BioDiesel fuel composed of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats and meeting the requirements of ASTM D6751-09a "Standard Specification for BioDiesel Fuel (B100) Blend Stock for Distillate Fuels".

**WORKMANSHIP:**

The finished B5, B10 or B20 BioDiesel fuel blend shall be visually free from undissolved water, sediment, and suspended matter. It shall be clear and bright when tested in accordance with ASTM D 4176-04, procedure 1 or 2.

**PHYSICAL AND CHEMICAL REQUIREMENTS:**

The BioDiesel portion of the finished B5, B10 or B20 BioDiesel fuel blends shall be 5%, 10% and 20% respectively by volume of B100 BioDiesel fuel with a tolerance of +/-1%. Remaining 95%, 90% or 80% of the final blend shall be composed of 1D and 2D Diesel fuel in proportions as necessary to produce an end product meeting the requirements listed in Table 1.

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DETAILED SPECIFICATIONS FOR BIODIESEL (Cont'd)

TABLE 1: (See also "Further Notes on Table 1 Requirements" following actual table)

<u>PARAMETER</u>	<u>TEST METHOD</u>	<u>B5/B10/B20 BIODIESEL FUEL</u>
Flash Point, min.:	D93-10	125°F
Water & Sed., max.:	D2709-96 (2006)	0.05% V/V
Water & Sed., Haze Rating, max.:	D4176-04	2.0
Viscosity, max.:	D445-09/D2161-05e1	38SUS@100°F
Ash, % mass, Max.	D482-07	0.01
Sulfur, % mass, max.:	D2622-10 or D4294-10	0.0015%
Cetane Index (Calculated)	D4737-09a	42.0 (min.)
Cetane Number (Engine)	D613-10	42.0 (min.)
Aromaticity, % vol, Max.	D1319 – 10	28.0
Cloud Point, °C max.	D2500-09	As shown in the "Low Temperature Operability" Table
CFPP Point, °C,	IP309	As shown in the "Low Temperature Operability" Table
Carbon Residue (mass %), max, on 10% Ramsbottom:	D524-10	0.35
Total Acid Number (TAN), mg KOH/g , maximum	D664-07	0.25
Corrosion Inhibitors	TM0172-2001, NACE	mfr's std.
Stabilizer	F-21, Dupont Thermal Stability	mfr's std.

DETAILS OF TABLE 1 REQUIREMENTS

FLASH POINT:

Delivered product having a flash point below the respective requirement given in Table 1 shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS.

Delivered product having a flash point greater than ten (10°F) degrees Fahrenheit below the specified minimum shall be removed from the purchasing agency's tank and replaced with product conforming to specifications.

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DETAILED SPECIFICATIONS FOR BIODIESEL (Cont'd)

WATER AND SEDIMENT:

Delivered product having a water & sediment content greater than five hundredths (0.05% V/V) of a percent shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS.

Delivered product having a water & sediment greater than seven hundredths (0.07% V/V) of a percent shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance.

VISCOSITY:

The specified maximum Viscosity for Fuel Oils provided under this contract shall be thirty eight (38 SUS @100°F) Saybolt Universal Seconds. Delivered product having a viscosity greater than 38 SUS @ 100°F, respectively, shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS.

Delivered product having a viscosity greater than 40 SUS @ 100°F shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance.

CLOUD POINT:

Various delivery periods are shown in the LOW TEMPERATURE OPERABILITY TABLE. The cloud point temperature of the material supplied for these various delivery periods shall be no greater than the tenth percentile minimum ambient temperature as listed in the LOW TEMPERATURE OPERABILITY TABLE for the latitudes shown in that table.

COLD FILTER PLUGGING POINT (CFPP):

Various delivery periods are shown in the LOW TEMPERATURE OPERABILITY TABLE. The CFPP of the material supplied for these various delivery periods shall be no greater than the values listed in the LOW TEMPERATURE OPERABILITY TABLE for the latitudes shown in that table.

Delivered product having a CFPP temperature greater than one (1°C) degree Centigrade above the maximum but less than seven and one-half (7.5°C) degrees Centigrade above the maximum shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS. Delivered product having a CFPP temperature of seven and one-half (7.5°C) degrees Centigrade, or greater, above the maximum shall be removed from the site upon the State's request and the contractor shall pay a price deduction as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS regardless of whether the fuel oil delivery is removed or not removed. Respective CFPP temperatures shall be listed elsewhere herein.

SULFUR:

The specified maximum Sulfur content for Fuel Oils provided under this contract shall be fifteen ten thousandths of a percent. Delivered product having a sulfur content greater than fifteen ten thousandths of a percent (0.0015%) shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS. Delivered product having a sulfur content greater than that allowed by NYCRR, Title 6 Environmental Conservation Law, Chapter III Air Resources, Subchapter A, Subpart 225-1.2.(d) Table 2 shall be removed from the purchasing agency's tank and replaced with product conforming to specifications.

(continued)

DETAILED SPECIFICATIONS FOR BIODIESEL (Cont'd)

**CETANE RATING:**

The specified minimum cetane value for Fuel Oils provided under this contract shall be a forty-two (42.0 CCI) Calculated Cetane Index. Delivered product having a calculated cetane index below forty two (42.0) CCI shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS.

Delivered product having a calculated cetane index below forty (40.0) CCI shall be removed from the purchasing agency's tank and replaced with product conforming to specifications.

When a given sample is determined to be in non-compliance of either or both (Calculated & Engine) Cetane Index requirements, then the greater deviation shall be the figure used for the price deduction requirements; except when the Engine Cetane Index exceeds its specified requirement, the "Non-Complying Product - Cetane Content/Price Deduction" shall be waived.

**ASH:**

The specified maximum ASH content for Fuel Oils provided under this contract shall be one hundredth (0.01%) of a percent, maximum by weight. Delivered product having an ash content greater than two thousandths (0.002%) of a percent above the maximum but less than one tenth (0.010%) of a percent above the maximum shall be adjusted in price as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS. Delivered product having an ash content of one tenth (0.010%) of a percent or greater above the maximum specified shall be removed from the site upon the State's request and the contractor shall pay a price deduction as detailed in the NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS.

LOW TEMPERATURE OPERABILITY TABLE

Shall be the same as listed elsewhere herein for Standard Petroleum Diesel Fuel.

**NOTE:**

When the National Weather Service projects extended cold periods with ambient temperatures significantly lower than those listed in the "Low Temperature Operability Table" or a particular locale frequently/usually has lower ambient temperatures, then the oil supplied relative to those deliveries shall have the maximum cloud and cold filter plugging point temperatures lowered to meet actual low ambient operability requirements.

NON-COMPLYING PRODUCT & OPERABILITY TABLE FOR PRICE DEDUCTIONS:

Shall be the same as indicated under "General Information" herein.

FEEDSTOCK DIESEL FUEL OIL REQUIREMENTS:

The Diesel fuels used as feedstocks in the manufacture of B5, B10 or B20 BioDiesel fuel shall meet or exceed the requirements of ASTM D975 -10a and the requirements listed below and in Table 2 before being blended to produce the B5, B10 or B20 BioDiesel end product.

**WORKMANSHIP:** Fuel shall be visually free from undissolved water, sediment, and suspended matter. It shall be clear and bright when tested in accordance with ASTM D 4176-04, procedure 1 or 2. Fuel oil shall NOT contain any alcohol.

2D DIESEL (REGULAR) FUEL OIL:

Grade 2D fuel oil shall meet specifications listed in Table 2.

1D DIESEL FUEL OIL:

The Grade 1D fuel oil shall meet the specifications listed in Table 2 below. Kerosene (1- K) meeting and/or exceeding the parameters stated herein for 1D will be considered in lieu of 1D as part of this specification/solicitation.

(continued)

REQUIREMENTS SUMMARY:

TABLE 2:

Except for Water & Sed., max., shall be same as listed under "Requirements Summary" elsewhere herein for "Standard Petroleum Diesel Fuel".

<u>PARAMETER</u>	<u>TEST METHOD</u>	1D Diesel Fuel	2D Diesel Fuel
Water & Sed., max.:	D2709-96 (2006)	0.02% V/V	0.02% V/V

(continued)

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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 NEW YORK STATE PROCUREMENT  
Customer Services, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

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