

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 05500 – FUEL OIL, HEATING Grades #2, #4, #6, Kerosene (Statewide) (RL151) Classification Code(s): 15
Award Number	:	19801
Contract Period	:	August 19, 2005 to August 16, 2007
Bid Opening Date	:	March 31, 2005
Date of Issue	:	August 16, 2005 (Revised 9/22/05)
Specification Reference	:	SPEC-893 dated February 14, 2005 and Purchasing Memo dated 3/11/05 (Supersedes SPEC-879 dated 2/14/03
Contractor Information	:	Appears on Pages 2 – 6 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Colleen Messier Title : Purchasing Officer I Phone : 518-474-1108 Fax : 518-474-1160 E-mail : colleen.messier@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This Award covers the Statewide requirements for Grades #2, #4, #6, and Kerosene heating fuel oil for use by State agencies and non-State agencies, covering both tank wagon and motor transport deliveries.

PR # 19801

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61811 SB	ADIRONDACK ENERGY 17 JUNCTION ROAD PO BOX 355 MALONE, NY 12953-0355	518-483-3835 Brian Monette OR Joe Gaglianese FAX NO.: 518-483-2005	141719550

NOTE: Adirondack Energy will honor tank wagon orders for less than the minimum order stated herein.

PC61812	AMERADA HESS CORPORATION 1 HESS PLAZA WOODBIDGE, NJ 07095	800-437-7265 800-447-1409 732-750-6888 Nelson Alves OR Customer Service FAX NO.: 732-750-6927 E-mail: nalves@hess.com OR richardson@hess.com Web Site: www.hess.com	134921002
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NOTE: Amerada Hess Corp offers Electronic Access Ordering.

PC61813	APEX OIL COMPANY, INC.* 54 RIVERSIDE AVENUE RENSSELAER, NY 12144	518-465-1557 Thomas Grimes FAX NO.: 518-465-1683 E-mail: tomany@nycap.rr.com Web Site: www.apexoil.com	431530508
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*Apex Oil will accept the New York State Procurement Card for orders not to exceed \$10,000.

PC61814	BOTTINI FUEL 2785 WEST MAIN STREET WAPPINGERS FALLS, NY 12590	800-836-3835 845-297-5580 James R. Sheedy OR Rick Bottini FAX NO.: 845-297-5465 E-mail: jshedy@bottinifuel.com Web site: www.bottinifuel.com	141420673
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NOTE: Bottini Fuel will honor tank wagon orders for less than the minimum order stated herein.

PC61815	CASTLE OIL CORPORATION 500 MAMARONECK AVENUE HARRISON, NY 10528	914-381-6600 Louis Romita OR Customer Care FAX NO.: 914-381-6601 Web Site: www.castleoil.com	131700877
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NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61817 SB	COUNTY PETROLEUM PRODUCTS, INC. PO BOX 247 36 STATION HILL ROAD FERNDALE, NY 12734	845-292-4550 Mitchell Blank FAX NO.: 845-292-2944	141394637

NOTE: County Petroleum will honor tank wagon orders for less than the minimum order stated herein.

PC61818 SB	EMPIRE STATE FUEL 1640 MCDONALD AVENUE BROOKLYN, NY 11230	718-627-5100 Ext. 105 Frank LaForgia OR Anthony Reitano OR Barbara DiMeo FAX NO.: 718-627-5166 E-mail: bdimeo@empirefuel.com Web Site: www.empirefuel.com	112009320
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NOTE: Empire State will honor tank wagon orders for less than the minimum order stated herein.

PC61819	GRANITE CAPITAL HOLDINGS, INC. D/B/A MIRABITO FUEL GROUP HOLDINGS INC. SIDNEY, NY 13838	800-934-9480 607-561-2700 Joseph P. Mirabito OR Donna Pinney OR Bill Lemakos OR Gene Fuller FAX NO.: 607-563-1297 E-mail: joe.mirabito@mirabitofuel.com donna.pinney@mirabitofuel.com Web Site: www.mirabitofuel.com	150552668
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PC61820	GRIFFITH OIL CO., INC. 760 BROOKS AVENUE ROCHESTER, NY 14619	800-724-2552 800-955-5992 Paul Tandlmayer FAX NO.: 585-235-6572 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com	160736353
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NOTE: Griffith Oil will honor tank wagon orders for less than the minimum order stated herein.

PC61821	ISOBUNKERS, LLC 2 NEW ROAD, SUITE 311 ASTON, PA 19014	610-361-8000 610-358-1977 Charles E. Joanedis FAX NO.: 610-361-8924 E-mail: joanedis@acenergy.biz	541905248
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PC61822 SB	J. H. BUHRMASTER CO., INC. 421 SACANDAGA ROAD SCOTIA, NY 12302	518-382-0260 James R. Buhrmaster OR Heather Hosier FAX NO.: 518-382-0270	140535610
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NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61823	KILDAIR SERVICE LTEE 92, CHEMIN DELANGIS ST-PAUL DE JOLIETTE CANADA, JOK 3EO	450-756-8091 Ext. 213 Johanne Durand FAX NO.: 450-756-4783 E-mail: info@kildair.com Web Site: www.kildair.com	141638267
PC61824	MAIN BROTHERS OIL CO., INC PO BOX 11029 ALBANY, NY 12211	800-542-5552 518-436-9704 Gary Blauvelt OR Customer Service FAX NO.: 518-438-5991 E-mail: gblauvelt@maincareenergy.com Web Site: www.maincareenergy.com	146024844

NOTE: Main Brothers will honor tank wagon orders for less than the minimum order stated herein.

PC61825 SB	METRO FUEL OIL CORP. 500 KINGSLAND AVENUE BROOKLYN, NY 11222	718-383-1400 Ext. 173 Tom Torre OR Robert J. Leavy OR Scott Alnwick FAX NO.: 718-383-6586 E-mail: robertleavy@metroenergy.com Web Site: www.metroenergy.com	112658894
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NOTE: Metro Fuel will honor tank wagon orders for less than the minimum order stated herein.

PC61828	NOCO ENERGY CORP. 2440 SHERIDAN DRIVE TONAWANDA, NY 14150	800-229-6626 716-614-1227 Rosemary Suszynski OR David Wentland FAX NO.: 716-832-1360 E-mail: dwentland@noco.com OR rsuszynski@noco.com Web Site: www.noco.com	160727383
PC61924 SB	PETROKING FUEL CORP. 509 HAMPTON HILL FRANKIN LAKES, NJ 07417	800-337-4536 201-337-4536 Philip Silverglate FAX NO.: 201-405-0954 E-mail: rsc@pwebtech.com	112938211

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NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61829	PETROLEUM TRADERS CORPORATION 7110 POINTE INVERNESS WAY FT. WAYNE, IN 46804	800-348-3705 Ext. 318 Vicki L. Himes OR Gayle Newton FAX NO.: 260-432-6564 E-mail: gnewton@petroleumtraders.com Web Site: www.petroleumtraders.com	351462227
PC61830 SB	PLYMOUTH ROCK FUEL CORP. 165 REMSEN STREET BROOKLYN, NY 11201	718-855-2967 Mendy Sokol OR Adam Sokol FAX NO.: 718-852-8628 E-mail: asokol@plymouthrockfuel.com	111892946
PC61831 SB	SEARS PETROLEUM & TRANSPORT CORP. 1914 BLACK RIVER BLVD. ROME, NY 13440	315-337-1232 Traci Welch OR T. A. Sears FAX NO.: 315-337-0117 E-mail: searsoilof@aol.com	150500396
PC61832	SPRAGUE ENERGY CORPORATION 4 NEW KING STREET WHITE PLAINS, NY 10604	800-880-6037 914-328-6726 OR 914-328-6037 Burr Mosher FAX NO.: 914-328-6721 E-mail: bmosher@spragueenergy.com Web Site: www.spragueenergy.com	020415440
NOTE: Sprague Energy Corp. offers Electronic Access Ordering.			
NOTE: Sprague Energy will honor tank wagon orders for less than the minimum order stated herein.			
PC61826	SUNOCO, INC. (R & M) D/B/A MOHAWK HOME COMFORT SERVICES 9754 RIVER RD., PO BOX A MARCY, NY 13403	315-735-4810 Ext. 228 Russell J. Hirschey FAX NO.: 315-735-0134 E-mail: daclemmons@sunocoinc.com Web Site: www.mvoil.com	231743283
PC61833 SB	TOWNSEND OIL CORPORATION 64 MAIN STREET PO BOX 148 LEROY, NY 14482	800-369-8187 585-768-8188 Kevin P. Brady OR Kevin Bradt FAX NO.: 585-768-8189 E-mail: townsendoil@frontiernet.net Web Site: www.townsendenergy.com	160809785
PC61834 SB WBE	T.P.S. D/B/A TRIBAL PETROLEUM SUPPLIERS 1826 RT. 20 SILVER CREEK, NY 14136	877-893-4328 716-934-0044 Ext. 2007 Michael A. Jimerson OR George Borrello FAX NO.: 716-934-7737 E-mail: gbarrello@tpsfuel.com	161511160

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61835	VALERO MARKETING & SUPPLY 19 HOMER AVENUE QUEENSBURY, NY 12804	518-798-3035 Charles J. Bullard FAX NO.: 518-798-3038 E-mail: chuck.bullard@valero.com Web Site: www.valero.com	742751732
PC61836 SB	WAREX TERMINALS CORPORATION 1 SOUTH WATER ST. PO BOX 488 NEWBURGH, NY 12550	800-724-0818 845-561-4000 Jonathan F. Lee FAX NO.: 845-562-2085 E-mail: jlee@warex-terminals.com Web Site: www.warexterminals.com	141470268

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 PROCUREMENT SERVICES GROUP 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 PROCUREMENT SERVICES GROUP.

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.

PRICE:

Prices quoted shall be net price per gallon, F.O.B. agency storage tanks including all custom duties and charges, and as designated by the ordering agency.

The following are the posted prices of February 17, 2005 which are the basis of price adjustments under any contracts awarded.

JOURNAL OF COMMERCE GROUP OIL PRICE DAILY

<u>Grade of Fuel</u>		<u>Designated Posting</u>
Kero	\$1.6183	Albany Reseller
No. 2 (NYC)*	\$1.5088	New York Tank Car Reseller
No. 2 (all other counties)	\$1.4320	Albany Reseller
No. 4 (1.5%)	\$1.2630	Albany Reseller
No. 4 (0.3%)	\$1.2595	New York Barge Reseller
No. 6 (1.5%)	\$.9511	Albany Reseller
No. 6 (0.3%)	\$1.1261	New York Barge Reseller
No. 6 (0.5%)	\$1.0821	Albany Reseller

*Covers **ONLY** No. 2 delivered as indicated by (NYC) and in the counties of: Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, and Westchester. No. 2 pricing for these counties will reflect the New York Tank Car Reseller posting since it is understood that suppliers obtain product from terminals in the NYC area to serve these counties. Throughout this document where "NYC" is indicated, it means all the above nine counties. Likewise,

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in the counties of Broome, Dutchess, Sullivan and Ulster where there is a requirement for #2 (0.2%), New York Tank Car Reseller will be used.

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Albany</u>				
1.	2-MT (0.2%) NYC	5,801,795	\$1.4570	Apex Oil Co.
2.	2-MT (0.5%)	140,000	\$1.4367	Sears Petroleum
3.	2-TW (0.2%) NYC	40,000	No Award	No Bids Received
4.	2-TW (0.5%)	184,475	\$1.4739	Main Brothers Oil, Inc.
5.	4-MT (1.5%)	100,000	\$1.2157	Sears Petroleum
6.	6-MT (0.5%)	650,000	\$1.0137	Sprague Energy
7.	6-MT (1.5%)	170,000	\$.9167	Amerada Hess Corp.
8.	KERO (Heating)	16,050	\$1.6983	J. H. Burhmaster
<u>Allegany</u>				
9.	2-MT (0.5%)	70,000	\$1.4695	Griffith Energy
10.	2-TW (0.5%)	20,000	\$1.5795	Griffith Energy
<u>Bronx</u>				
11.	2-MT (0.2%) NYC	85,000	\$1.4646	Metro Fuel Oil
12.	2-TW (0.2%) NYC	124,000	\$1.4813	Castle Oil Corp.
13.	4-MT (0.3%) NYC	500,000	\$1.1845	Castle Oil Corp.
14.	6-MT (0.3%) NYC	1,100,000	\$1.0401	Empire State Fuel
<u>Broome</u>				
15.	2-MT (0.5%)	745,500	\$1.4471	Griffith Energy
16.	2-TW (0.5%)	219,427	\$1.6320	Granite Capital Holdings
17.	KERO (Heating)	13,000	\$1.7133	Sunoco, Inc.
<u>Cattaraugus</u>				
18.	2-MT (0.5%)	68,000	\$1.4630	Griffith Energy
19.	2-TW (0.5%)	30,000	\$1.5408	NOCO Energy
<u>Cayuga</u>				
20.	2-MT (0.5%)	281,000	\$1.4471	Griffith Energy
21.	2-TW (0.5%)	82,650	\$1.5570	Sunoco, Inc.
22.	6-MT (1.5%)	230,000	\$.9792	Sprague Energy
23.	KERO (Heating)	1,000	No Award	No Bids Received
<u>Chautauqua</u>				
24.	2-MT (0.5%)	50,000	\$1.4696	Petroleum Traders
25.	2-TW (0.5%)	10,000	\$1.4700	T.P.S.
<u>Chemung</u>				
26.	2-MT (0.5%)	60,000	\$1.4467	Petroleum Traders
27.	2-TW (0.5%)	242,500	\$1.5870	Griffith Energy
28.	6-MT (0.5%)	100,000	\$1.1401	Sprague Energy
29.	KERO (Heating)	7,347	\$1.8233	Griffith Energy
<u>Chenango</u>				
30.	2-MT (0.5%)	90,000	\$1.4624	Petroleum Traders
31.	2-TW (0.5%)	131,000	\$1.6120	Granite Capital Holdings

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<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Clinton</u>				
32.	2-MT (0.5%)	435,500	\$1.4594	Valero Marketing
33.	2-TW (0.5%)	278,700	\$1.5820	Griffith Energy
34.	6-MT (0.5%)	1,500,000	\$1.0690	Sprague Energy
35.	KERO (Heating)	500	\$1.7733	Griffith Energy
<u>Columbia</u>				
36.	2-MT (0.5%)	680,000	\$1.4395	Sears Petroleum
37.	2-TW (0.5%)	262,551	\$1.5189	Main Brothers Oil, Inc.
38.	KERO (Heating)	2,719	\$1.8333	Main Brothers Oil, Inc.
<u>Cortland</u>				
39.	2-MT (0.5%)	438,000	\$1.4478	Griffith Energy
40.	2-TW (0.5%)	119,776	\$1.5815	Sunoco, Inc.
<u>Delaware</u>				
41.	2-MT (0.5%)	749,000	\$1.4620	Granite Capital Holdings
42.	2-TW (0.5%)	232,673	\$1.6320	Granite Capital Holdings
43.	4-MT (1.5%)	450,000	\$1.2308	Amerada Hess
<u>Dutchess</u>				
44.	2-MT (0.2%) NYC	2,000,000	\$1.4816	Warex Terminals
45.	2-MT (0.5%)	2,468,910	\$1.4617	Isobunkers, LLC
46.	2-TW (0.5%)	812,336	\$1.4843	Bottini Fuel
47.	4-MT (1.5%)	289,629	\$1.2397	Amerada Hess
48.	6-MT (0.5%)	1,000,000	\$1.0399	Amerada Hess
<u>Eric</u>				
49.	2-MT (0.5%)	828,000	\$1.4545	Griffith Energy
50.	2-TW (0.5%)	105,400	\$1.5169	NOCO Energy
51.	6-MT (0.5%)	124,325	No Award	No Bids Received
52.	6-MT (1.5%)	1,384,000	\$1.0161	NOCO Energy
53.	KERO (Heating)	250	\$1.7668	NOCO Energy
<u>Essex</u>				
54.	2-MT (0.5%)	962,500	\$1.4575	Griffith Energy
55.	2-TW (0.5%)	505,550	\$1.5910	Griffith Energy
56.	KERO (Heating)	9,250	\$1.7773	Griffith Energy
<u>Franklin</u>				
57.	2-MT (0.5%)	3,600,000	\$1.4495	Griffith Energy
58.	2-TW (0.5%)	456,051	\$1.5811	Adirondack Energy
59.	6-MT (1.5%)	750,000	\$.9006	Sprague Energy
60.	KERO (Heating)	16,750	\$1.7874	Adirondack Energy
<u>Fulton</u>				
61.	2-MT (0.5%)	111,000	\$1.4448	Sears Petroleum
62.	2-TW (0.5%)	24,800	\$1.4920	J. H. Burhmaster
63.	4-MT (1.5%)	50,000	\$1.2437	Sears Petroleum
64.	KERO (Heating)	10,500	\$1.6983	J. H. Burhmaster

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<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Genesee</u>				
65.	2-TW (0.5%)	54,500	\$1.4968	Townsend Oil
<u>Greene</u>				
66.	2-MT (0.5%)	175,000	\$1.4392	Sears Petroleum
67.	2-TW (0.5%)	272,034	\$1.5144	Main Brothers Oil, Inc.
68.	4-MT (1.5%)	40,000	\$1.2547	Sears Petroleum
69.	6-MT (0.5%)	600,000	\$1.0187	Amerada Hess
70.	KERO (Heating)	30,000	\$1.8333	Main Brothers Oil, Inc.
<u>Hamilton</u>				
71.	2-MT (0.5%)	32,500	\$1.4719	Petroleum Traders
72.	2-TW (0.5%)	30,200	No Award	No Bids Received
73.	KERO (Heating)	5,000	No Award	No Bids Received
<u>Herkimer</u>				
74.	2-MT (0.5%)	120,000	\$1.4447	Sears Petroleum
75.	2-TW (0.5%)	29,200	\$1.5745	Sunoco, Inc.
76.	KERO (Heating)	14,500	No Award	No Bids Received
<u>Jefferson</u>				
77.	2-MT (0.5%)	622,000	\$1.4570	Griffith Energy
78.	2-TW (0.5%)	63,650	\$1.5970	Griffith Energy
79.	KERO (Heating)	10,550	\$1.7948	Griffith Energy
<u>Kings</u>				
80.	2-MT (0.2%) NYC	375,000	\$1.4649	Plymouth Rock
81.	2-TW (0.2%) NYC	125,700	\$1.4798	Empire State Fuel
82.	4-MT (0.3%) NYC	50,000	\$1.1938	Empire State Fuel
83.	4-TW (0.3%) NYC	20,000	\$1.1938	Empire State Fuel
84.	6-MT (0.3%) NYC	3,000,000	\$1.0401	Empire State Fuel
<u>Lewis</u>				
85.	2-MT (0.5%)	123,000	\$1.4595	Griffith Energy
86.	2-TW (0.5%)	23,000	\$1.5438	Griffith Energy
87.	KERO (Heating)	4,000	\$1.7301	Griffith Energy
<u>Livingston</u>				
88.	2-MT (0.5%)	327,600	\$1.4578	Townsend Oil
89.	2-TW (0.5%)	87,500	\$1.4998	Townsend Oil
<u>Madison</u>				
90.	2-TW (0.5%)	112,500	\$1.5680	Sunoco, Inc.
<u>Monroe</u>				
91.	2-MT (0.5%)	860,000	\$1.4489	Petroleum Traders
92.	2-TW (0.5%)	440,850	\$1.4998	Townsend Oil

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<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Montgomery</u>				
93.	2-MT (0.5%)	70,000	\$1.4478	Sears Petroleum
94.	2-TW (0.5%)	34,300	\$1.4820	J. H. Burhmaster
95.	KERO (Heating)	15,000	\$1.6983	J. H. Burhmaster
<u>Nassau</u>				
96.	2-MT (0.3%) NYC	4,389,534	\$1.4711	Empire State Fuel
97.	2-TW (0.3%) NYC	2,045,897	\$1.4949	Empire State Fuel
98.	4-MT (0.3%) NYC	176,000	\$1.2147	Metro Fuel Oil
<u>New York</u>				
99.	2-MT (0.2%) NYC	481,000	\$1.4621	Metro Fuel Oil
100.	2-TW (0.2%) NYC	416,000	\$1.4786	Empire State Fuel
101.	4-MT (0.3%) NYC	125,000	\$1.2085	Empire State Fuel
102.	6-MT (0.3%) NYC	3,000,000	\$1.0401	Empire State Fuel
<u>Niagara</u>				
103.	2-TW (0.5%)	21,113	\$1.5544	NOCO Energy
<u>Oneida</u>				
104.	2-MT (0.5%)	2,200,500	\$1.4495	Griffith Energy
105.	2-TW (0.5%)	497,580	\$1.5020	Griffith Energy
106.	6-MT (0.5%)	300,000	\$1.0771	Sprague Energy
107.	6-MT (1.5%)	35,000	\$.9461	Sprague Energy
108.	KERO (Heating)	30,900	\$1.6933	Griffith Energy
<u>Onondaga</u>				
109.	2-MT (0.5%)	285,000	\$1.4470	Griffith Energy
110.	2-TW (0.5%)	78,827	\$1.5470	Sunoco, Inc.
111.	KERO (Heating)	9,500	\$1.7333	Sunoco, Inc.
<u>Ontario</u>				
112.	2-TW (0.5%)	66,500	\$1.4998	Townsend Oil
113.	4-TW (1.5%)	500	\$1.2630	Sprague Energy
114.	6-MT (0.5%)	40,000	\$1.1212	Sprague Energy
115.	KERO (Heating)	7,750	\$1.7381	Townsend Oil
<u>Orange</u>				
116.	2-MT (0.5%)	3,082,507	\$1.4476	Amerada Hess
117.	2-TW (0.5%)	1,125,014	\$1.4890	Bottini Fuels
118.	6-MT (0.5%)	234,400	\$1.1097	Amerada Hess
119.	KERO (Heating)	8,000	No Award	No Bids Received
<u>Orleans</u>				
120.	2-TW (0.5%)	38,600	\$1.4998	Townsend Oil
121.	KERO (Heating)	10,000	\$1.7408	NOCO Energy

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<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Oswego</u>				
122.	2-MT (0.5%)	230,000	\$1.4514	Petroleum Traders
123.	2-TW (0.5%)	243,373	\$1.5470	Sunoco, Inc.
124.	6-MT (1.5%)	850,000	\$.9696	Sprague Energy
125.	KERO (Heating)	1,500	\$1.7333	Sunoco, Inc.
<u>Otsego</u>				
126.	2-MT (0.5%)	141,500	\$1.4487	Sears Petroleum
127.	2-TW (0.5%)	50,250	\$1.5220	Sunoco, Inc.
128.	6-MT (1.5%)	500,000	\$.8917	Sprague Energy
<u>Putnam</u>				
129.	2-MT (0.5%)	310,000	\$1.4620	Isobunkers, LLC
130.	2-TW (0.5%)	245,608	No Award	No Bids Received
131.	KERO (Heating)	371	No Award	No Bids Received
<u>Queens</u>				
132.	2-MT (0.2%) NYC	402,400	\$1.4649	Plymouth Rock Fuel
133.	2-TW (0.2%) NYC	101,000	\$1.5046	Metro Fuel Oil
134.	4-MT (0.3%) NYC	79,000	\$1.2040	Empire State Fuel
135.	4-TW (0.3%) NYC	26,000	\$1.2040	Empire State Fuel
136.	6-MT (0.3%) NYC	2,125,000	\$1.0401	Empire State Fuel
<u>Rensselaer</u>				
137.	2-MT (0.5%)	131,000	\$1.4382	Sears Petroleum
138.	2-TW (0.5%)	314,599	\$1.5109	Main Brothers Oil, Inc.
139.	6-MT (0.5%)	70,000	\$1.0779	Amerada Hess
140.	KERO (Heating)	7,500	\$1.8133	Main Brothers
<u>Richmond</u>				
141.	2-MT (0.2%) NYC	45,000	\$1.5038	Isobunkers, LLC
142.	2-TW (0.2%) NYC	334,500	\$1.5288	Empire State Fuel
<u>Rockland</u>				
143.	2-MT (0.3%) NYC	440,000	\$1.4770	Warex Terminals
144.	2-TW (0.3%) NYC	413,950	No Award	Bid Withdrawn
145.	6-MT (0.3%) NYC	500,000	\$1.1111	Petroking Fuel Corp
<u>St Lawrence</u>				
146.	2-MT (0.5%)	115,000	\$1.4570	Griffith Energy
147.	2-TW (0.5%)	117,850	\$1.5771	Griffith Energy
148.	6-MT (1.5%)	180,000	\$.9306	Kildair Services
149.	KERO (Heating)	8,993	\$1.7784	Griffith Energy
<u>Saratoga</u>				
150.	2-MT (0.5%)	216,000	\$1.4342	Sears Petroleum
151.	2-TW (0.5%)	179,900	\$1.4920	J. H. Burhmaster
152.	6-MT (1.5%)	425,000	\$.8674	Amerada Hess
153.	KERO (Heating)	9,000	\$1.6983	J. H. Burhmaster

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Schenectady</u>				
154.	2-MT (0.5%)	265,000	\$1.4387	Sears Petroleum
155.	2-TW (0.5%)	179,237	\$1.4820	J. H. Burhmaster
156.	4-MT (1.5%)	30,000	\$1.2239	Sears Petroleum
<u>Schoharie</u>				
157.	2-MT (0.5%)	42,000	\$1.4497	Sears Petroleum
158.	2-TW (0.5%)	374,265	\$1.4920	J. H. Burhmaster
159.	6-MT (0.5%)	300,000	\$1.0605	Sprague Energy
160.	KERO (Heating)	27,000	\$1.6983	J. H. Burhmaster
<u>Schuyler</u>				
161.	2-MT (0.5%)	105,000	\$1.4542	Petroleum Traders
162.	2-TW (0.5%)	105,280	\$1.5620	Griffith Energy
<u>Seneca</u>				
163.	2-MT (0.5%)	1,569,000	\$1.4500	Griffith Energy
164.	2-TW (0.5%)	113,700	\$1.5420	Griffith Energy
165.	KERO (Heating)	6,300	\$1.7768	Sunoco, Inc.
<u>Steuben</u>				
166.	2-MT (0.5%)	65,000	\$1.4584	Petroleum Traders
167.	2-TW (0.5%)	46,300	\$1.5810	Griffith Energy
168.	KERO (Heating)	2,300	\$1.8183	Griffith Energy
<u>Suffolk</u>				
169.	2-MT (0.5%) NYC	2,291,142	\$1.4846	Metro Fuel Oil
170.	2-TW (0.5%) NYC	1,004,820	\$1.5096	Metro Fuel Oil
<u>Sullivan</u>				
171.	2-MT (0.2%) NYC	1,500,000	\$1.4868	Warex Terminals
172.	2-MT (0.5%)	738,500	\$1.4699	Amerada Hess
173.	2-TW (0.5%)	490,596	\$1.5820	County Petroleum
<u>Tioga</u>				
174.	2-MT (0.5%)	201,900	\$1.4471	Griffith Energy
175.	2-TW (0.5%)	3,600	No Award	No Bids Received
<u>Tompkins</u>				
176.	2-TW (0.5%)	44,914	\$1.5770	Griffith Energy
<u>Ulster</u>				
177.	2-MT (0.2%) NYC	1,250,000	\$1.4858	Warex Terminals
178.	2-MT (0.5%)	1,839,345	\$1.4530	Isobunkers, LLC
179.	2-TW (0.5%)	646,256	\$1.4890	Bottini Fuel
180.	6-MT (0.3%) NYC	700,000	\$1.1540	Amerada Hess

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements for 12 mo. volume</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Warren</u>				
181.	2-MT (0.5%)	174,000	\$1.4527	Sears Petroleum
182.	2-TW (0.5%)	224,150	No Award	No Bids Received
<u>Washington</u>				
183.	2-MT (0.5%)	415,000	\$1.4492	Sears Petroleum
184.	2-TW (0.5%)	203,200	\$1.5278	Main Brothers Oil, Inc.
185.	4-MT (1.5%)	45,000	\$1.2348	Sears Petroleum
186.	6-MT (0.5%)	1,700,000	\$1.0254	Amerada Hess
187.	KERO (Heating)	4,500	\$1.9383	Main Brothers
<u>Wayne</u>				
188.	2-TW (0.5%)	67,900	\$1.5546	Griffith Energy
189.	KERO (Heating)	1,000	\$1.7909	Griffith Energy
<u>Westchester</u>				
190.	2-MT (0.3%) NYC	3,082,000	\$1.4868	Warex Terminals
191.	2-TW (0.3%) NYC	2,532,891	\$1.5646	Metro Fuels
192.	4-MT (0.3%) NYC	526,456	\$1.2139	Castle Oil
193.	4-TW (0.3%) NYC	61,628	\$1.2439	Castle Oil
194.	6-MT (0.3%) NYC	171,000	\$1.0741	Castle Oil
<u>Wyoming</u>				
195.	2-MT (0.5%)	130,000	\$1.4578	Townsend Oil
196.	2-TW (0.5%)	20,000	\$1.5108	Townsend Oil
197.	KERO (Heating)	2,000	\$1.7471	Townsend Oil
<u>Yates</u>				
198.	2-TW (0.5%)	18,000	\$1.5970	Griffith Energy

(continued)

GUARANTEED DELIVERY SCHEDULE

<u>Contractor</u>	<u>Emergency Delivery</u>	<u>Normal Delivery</u>
Adirondack Energy	18 hrs.	24 hrs.
Amerada Hess Corp.	24 hrs.	24 hrs.
Apex Oil Co.	24 hrs.	24 hrs.
Bottini Fuel	24 hrs.	48 hrs.
Castle Oil Corporation	24 hrs.	48 hrs.
County Petroleum Products, Inc.	24 hrs.	24 hrs.
Empire State Fuel	12 hrs.	24 hrs.
Granite Capital Holdings	24 hrs.	48 hrs.
Griffith Oil Co.	24 hrs.	48 hrs.
ISObunkers, LLC	24 hrs.	48 hrs.
J. H. Buhmaster Co.	24 hrs.	48 hrs.
Kildair Service LTEE	12 hrs.	24 hrs.
Main Brothers Oil Co.	24 hrs.	48 hrs.
Metro Fuel Oil	24 hrs.	48 hrs.
NOCO Energy Corp.	24 hrs.	24 hrs.
Petroking Fuel Corp.	12 hrs.	24 hrs.
Petroleum Traders	24 hrs.	48 hrs.
Plymouth Rock Fuel Corp.	24 hrs.	24 hrs.
Sears Petroleum & Transport Corp.	6 hrs.	24 hrs.
Sprague Energy Corp.	24 hrs.	48 hrs.
Sunoco, Inc.	24 hrs.	48 hrs.
Townsend Oil Corp.	24 hrs.	48 hrs.
TPS	24 hrs.	24 hrs.
Valero Energy Inc.	24 hrs.	24 hrs.
Warex Terminals	24 hrs.	6 hrs.

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

WAGE RATES:

It is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the New York State Department of Labor at the time of installation. Rates in effect at the time of the bid opening were contained in the bid documents for this contract award.

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PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG'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). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

PRICE:

Any special allowances are included in the price herein. However, if the contractor extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase fuel oil under similar contractual terms and conditions.

Contract prices are firm except that price revisions will be permitted in accordance with the PRICE REVISION CLAUSE set forth in this Award and with respect to certain taxes and duties as follows:

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

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

The contract price includes all applicable Federal, State and local taxes and duties.

The price for fuel oil 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 schedule price revision.

The price for fuel oil under any contract 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 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 fuel oil.

NATIONAL OILHEAT RESEARCH ALLIANCE (NORA):

As of February 06, 2005 the NORA assessment for dyed distillate fuel will be suspended until further notice. This assessment was used by the Alliance to provide research and development for cleaner and more efficient oil heating equipment, while also promoting consumer education, and enhancing safety and training. We anticipate this assessment will commence again and our office will notify all contractors and contract users when necessary. More information may be obtained from the Empire State Petroleum Association's website at: www.espa.net, contacting their office at (703) 519-4204 or e-mailing NORA at JHUBER@NORA-OILHEAT.ORG.

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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 and certain 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 located 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) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

PRICE REVISIONS:

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

Revisions (increases or decreases) to the original contract price shall be based on prices posted in the JOC Group Oil Price Daily.

The simple average of the high and low prices shown in the JOC Group Oil Price Daily postings is used to compute price revisions during the contract period. Procurement Services Group will compute any price revisions by determining the difference between the posted price on February 17, 2005 and the posted price on every Thursday during the contract period beginning with the JOC Group Oil Price Daily of August 18, 2005. Applicable price changes will be effective as of the start of business on Friday of the same week. If the JOC Group Oil Price Daily is not posted on Thursday, the previous business day's posting in which the specified prices are available will be utilized.

The term "Posting Day", as used throughout this Award and specification, 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" below.

For the Oil Price Daily as the designated price index, the following postings are utilized:

1. Kerosene (Kero) and No. 2 fuel oil shall be revised in accordance with the Albany Tank Car Reseller prices, with the exception of the following nine counties on No. 2 fuel oil which shall be revised in accordance with the New York Tank Car Reseller prices: Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, and Westchester. Likewise, in the counties of Broome, Dutchess, Sullivan and Ulster where there is a requirement for #2(0.2%), New York Tank Car Reseller will be used.
2. Nos. 4 and 6 Low Sulfur (LS), Low Pour (LP) Grades shall be revised in accordance with the New York Barge Reseller prices. Price of residual fuels (0.3% LS/LP) in Nassau, Rockland and Westchester Counties will be revised in accordance with (0.3% LS/LP) listings;
3. Nos. 4 and 6 Regular Grades (1.5%S) shall be revised in accordance with the Albany Reseller Prices, No. 4 (1.5%) or No. 6 (1.5%);
4. No. 6 (.5%) shall be revised in accordance with the Albany Reseller listings;
5. In all cases, the simple average of the low/high prices published will be utilized to calculate adjustments.

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PRICE REVISIONS: (Cont'd)

The base posted prices will remain unchanged for the life of the contract. The designated posting will remain the basis of price adjustments or until the publisher's format changes to reflect changes in legal sulfur limitations.

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 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 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 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, except as indicated under the price clause herein.
- (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 from this Award. 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, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.
- (3) Posted prices per barrel will be averaged and rounded to four decimal places, converted to prices per gallon based on 42 gallon barrels and the price per gallon will be carried out to four decimal places only.
- (4) Price adjustments will continue using the same method if contract is extended.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimates only and represent approximately 12 mo. volume. See "Estimated Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWAL:

It is the intention of the State to enter into a contract for the term as indicated herein. If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional periods not to exceed a total contract term of five (5) years.

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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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (To be in Units listed in the Invitation for Bids)	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

SAMPLES:

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

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 commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

USE OF RECYCLED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. See "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

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NEW YORK STATE PROCUREMENT CARD:

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

DELIVERY SCHEDULES:

In accordance with the "EXTENSION OF PRICES" clause herein, the contracts issued are extended to Political Subdivisions as well as State agencies. The delivery schedules (based on Requirement Letter RL-151) which are a part of this contract are provided as a guide to indicate proposed delivery points and estimated annual requirements. This information is included to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user at the telephone number shown on the delivery schedule. **The Delivery Schedules are available upon direct request to this office. Please provide your request on company letterhead with a valid e-mail address and we will send electronically the delivery schedule to the party indicated.** Contractors are obligated to deliver under the contract to any State agency which places a purchase order under said contract, whether or not such delivery location is identified in the delivery schedules.

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

At Contractors request, Contractors will be advised in writing regarding Political Subdivisions or other non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

NOTE:

Standby reflects those agencies which normally use natural gas and will be using fuel oil only when natural gas is unavailable.

DELIVERY:

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.

Normal deliveries are considered to be Monday thru Friday (8:00 am - 5:00 pm) with certain exceptions. Saturday/Sunday deliveries are to be made on an emergency basis (and not a regular basis) ONLY.

Agencies shall be responsible to insure that tanks are accessible 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.

TOPPING OFF TANKS FOR TANK TESTING:

Agency requests to top-off tanks for testing purposes must be honored as described.

Tank Wagon 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).

Agencies should note that Motor Transport Contractors are not required to top-off tanks. In those instances where an agency is receiving Motor Transport delivery and requires tank top-offs, the agency must obtain tank top-offs from the tank wagon contractor in that county. Minimum delivery clause applies.

SERVICE:

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 vendor's oils. This engineering service will include but not be limited to the diagnosis of fuel related problems in the agency's equipment.

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MINIMUM DELIVERY:

SHALL BE NOT LESS THAN 150 GALLONS INTO ONE (1) TANK ON TANK WAGON DELIVERIES. MINIMUM ORDER FOR MOTOR TRANSPORT DELIVERIES SHALL BE 5,500 GALLONS. 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 150 gallons, regardless of delivery circumstances. If delivering to same property, same address, but to separate tanks, minimum delivery charge will only be applicable if total delivery to "address" is less than 150 gallons.

WINTER BLEND REQUIREMENTS:

Contractors of No. 2 fuel oil, at their option, may provide a winter blend upon agency request. Invoice for winter blend will show separate pricing for No. 2 and kerosene. The price for #2 fuel oil shall be the contract price and the price for kerosene shall be no greater than the contractor's prevailing price for kerosene (or, if applicable, contractor's awarded price for kerosene). Agencies shall obtain price quote for kerosene prior to ordering and the State reserves the right to determine if price is reasonable. If agreement on price cannot be obtained, agencies shall follow purchasing guidelines to purchase winter blend in the open market.

NOTE:

Contractors offering recycled materials may be required to submit certification that the recycled fuel oil offered meets the requirements of the New York State Dept. of Environmental Conservation.

GUARANTEE:

The contractor guarantees to furnish adequate protection from damage to agency's building, grounds and/or equipment occurring on account of, or in connection with, or occasioned by, or resulting from the furnishing and delivery of fuel oil under this contract and shall be liable for any damages for which it or its 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. A department ordering too much oil will not relieve the vendor of responsibility. Oil spills shall be immediately reported to the agency Business Office to effect contact with a representative of the Oil Spill Bureau.

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

SPECIAL NOTE (No. 6 Fuel Oil):

When low sulfur No. 6 fuel oil is delivered to Upstate counties, the viscosity range of the initial delivery to a particular destination point shall be indicated by the contractor and this range must be adhered to throughout the contract period unless advance notice is given by the contractor to the end user when changes are made to the range and end user accepts such change. The notice from the contractor shall allow ample time for the end user to make necessary adjustments to equipment.

All No. 6 fuel oil supplied through this award shall be low pour (60°F max.)

VOLUME CORRECTION (AGENCIES NOTE):

Receiving agencies are responsible for the implementation of monitoring programs, to insure compliance by fuel oil suppliers with the specification requirements as outlined herein and CL-543 dated March 17, 2003. Also agencies should maintain proper preventive maintenance and operational procedures for the storage and handling system to remove accumulations of sludge (Water, rust scale, fuel sediment, etc.).

Inquiries regarding sampling should be directed to our Quality Control Unit (518/474-3470).

(continued)

VOLUME CORRECTION (AGENCIES NOTE):

On all deliveries of Nos. 4 and 6 fuel oils, the quantity shall be computed on the basis of U.S. gallons of 231 cu. in. each (and barrels of 42 said gallons, if any quantities are measured by barrels) corrected from the temperature at loading to standard temperature of 60°F in accordance with TABLE 6B - Generalized Products Correction of Volume To 60°F Against API Gravity at 60 Degrees Fahrenheit of ASTM Designation D1250 -80 (1997) e1 [API Standard: 2540/IP Designation: 250] Petroleum Measurement Tables. The gravity value necessary to determine the correct Group Classification to be used, shall be determined in accordance with ASTM D-287-92(2000) e1, API Gravity of Crude Petroleum and Petroleum Products. Failure on the part of the contractor to make proper temperature adjustments will be sufficient cause for cancellation of the contract.

ALL DELIVERIES OF HEATED NOS. 4 AND 6 FUEL OIL MUST BE ACCOMPANIED BY A STATEMENT OR INDICATION MADE ON THE DELIVERY TICKET AND INVOICE, SHOWING THE API GRAVITY AT 60°F, THE VOLUME AND TEMPERATURE OF THE OIL WHEN LOADED INTO THE TRANSPORT OR TANK WAGON, THE APPLICABLE CORRECTION FACTOR, AND THE VOLUME CORRECTED TO 60°F.

Supplementing Article 49 of Appendix B, General Specifications for Procurement Contracts, agencies are instructed to carefully monitor all deliveries. Monitoring procedures shall include the use of fuel metering systems when feasible. Such systems shall be used, maintained and recalibrated in accordance with the manufacturer's recommendations and/or annually, whichever is sooner. Contractors or their representatives will be allowed the opportunity to verify the accuracy of agency measuring systems on a regular basis and/or when discrepancies are indicated. Tolerances of up to 1/3 of 1% of the total volume by delivery may be considered acceptable when delivery ticket varies from agency meter reading. In the event of discrepancies, the agency will adjust delivered volume to agency metered quantity, less the acceptable tolerance and revise resulting invoice accordingly. Agencies will make every reasonable effort to resolve discrepancies directly with the contractor. However, all such discrepancies will be reported in written form to the Procurement Services Group.

METHOD OF DELIVERY:

Delivery shall be as indicated herein.

TW - Delivery by tank wagon into storage tanks of less than 5,500 gallons at one time into one tank.

MT - Minimum delivery of 5,500 gallons at one time into one storage tank, capacity of which exceeds 5,500 gallons.

All such deliveries shall first be recorded directly into the transporting vehicle.

No. 2 fuel oil tank wagon deliveries shall be delivered by tank wagons used exclusively for transporting No. 2 fuel oil.

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.

AUTOMATIC REPLENISHMENT:

At the **WRITTEN** request of the purchaser, the contractor shall maintain a record of the estimated consumption of fuel oil, Kerosene, or #2, as the case may be using the "degree day" or equivalent method, and shall replenish the purchaser's tank or tanks without further notice from the purchaser, whenever necessary to insure an adequate supply at all times.

After having received a **WRITTEN** request from the purchaser for "automatic replenishment", if the contractor permits the level of the fuel oil to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel oil on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the contractor.

(continued)

AUTOMATIC REPLENISHMENT: (Cont't)

<u>MINIMUM LEVEL</u>	<u>TOTAL - TANK CAPACITY/GALS</u>
10%	200 - to - 5,500
15%	5,501 - to - 6,700
25%	6,701 - and over

Minimum levels in storage tanks for Nos. 4 and 6 fuel oils may be mutually agreed upon by the individual agency and the contractor, subject to the approval of the Office of General Services, Procurement Services Group.

ENVIRONMENT REPORTING REQUIREMENTS:

Certain customers using the State fuel oil contract must provide reports regarding the emissions from their fuel oil heating plants. At the customer's request, the contractor will be required to provide written documentation for each delivery to prove that the fuel delivered is in compliance with EPA standards in effect for the type of fuel delivered to the customer under the State fuel oil contract. OGS Procurement Services has provided a fuel supplier certificate (see attachment A), which can be used for this purpose. Contractors can use another form of reporting (such as Bill of Lading/Delivery Ticket) providing the following information is included:

FOR DISTILLATE OIL:

- 1) Supplier's name and address
- 2) The date/deliveries covered by the certificate
- 3) The type of fuel delivered
- 4) Sulfur content of the fuel
- 5) Heating value (BTU)
- 6) A signed statement that the fuel complies with ASTM D396-78-Standard Specifications for fuel oil

FOR RESIDUAL OIL:

(In addition to the above 6 items)

- 7) Location of the oil when tested
- 8) Test method used to determine the sulfur content of the oil

SAMPLING OF FUEL OIL:

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

The samples shall be collected in accordance with ASTM D4057-95 (2000) [API MPMS (Chapter 8.1)], or latest revision thereof. The usual method of sampling is a three-way bottle/container sampling taken at an upper, a 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.

Agencies are strongly encouraged to obtain and maintain samples of all fuel oil deliveries for a period of time necessary to insure that the fuel oil is in compliance with specifications.

Prior to the initial delivery the contractor should verify water and sediment levels in storage tanks. These levels shall be reported in writing for any tanks which require attention.

Contractor assumes complete responsibility for any product water & sediment problems that occur after initial delivery.

Product samples taken at the Agency's dispensing pump may 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 being disputed.

(continued)

SAMPLING OF FUEL OIL: (Cont'd)

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 relative to any disputed delivery, and the previously delivered fuel oil performed and/or tested satisfactorily, then a sample taken from the pump may be considered representative of the fuel oil delivered.

NON-COMPLYING PRODUCT DELIVERY:

Deliveries of fuel oil may be sampled at the point of delivery by a representative of the Office of General Services, Procurement Services Group 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 their 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 Director of the Procurement Services Group.

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 Director of the Procurement Services Group.

NON-COMPLYING PRODUCT DELIVERY DEDUCTION:

Deductions shown hereafter will be made from the contract price for 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. The maximum of all combined deductions shall not exceed ten (10%) percent for an individual delivery, excluding gallonage adjustments for temperature and/or water & sediment in excess of one percent.

NON-COMPLYING PRODUCT FLASH POINT/PRICE DEDUCTION:

When the delivered fuel oil's flash point is found to be lower than the minimum requirement, but not greater than six (6) degrees Fahrenheit lower than that minimum; a deduction from the contracted price shall be taken at the rate of one-half (0.5%) percent for every two (2) degrees Fahrenheit below the specified limit.

Additionally, when the delivered fuel oil's flash point is found to be lower than the minimum requirement by greater than six (6) degrees Fahrenheit; a deduction from the contracted price shall be taken at the rate of one (1.0%) percent for every two (2) degrees Fahrenheit below the specified limit which is greater than 6 degrees Fahrenheit lower. (i.e., 10 degrees below specification limit: the deduction for the 1st 6 degrees Fahrenheit is 1.5%; the deduction for the next 4 degrees Fahrenheit is 2%; and the total deduction is 3.5% for being ten degrees Fahrenheit below the limit.)

NON-COMPLYING PRODUCT WATER & SEDIMENT-CONTENT/PRICE REDUCTION:

When the delivered fuel oil's water and sediment content is found to be greater than three hundredths (0.03%) of a percent for Kerosene, No. 1 and No. 2, a deduction from the contracted price shall be taken at the rate of one (1%) percent for every two hundredths (0.02%) of a percent above the specified limit. (i.e., 0.02% above limit equals a 1% deduction, 0.04% above limit equals a 2% deduction, 0.06% above equals a 3% deduction,...)

No. 4 fuel oil shall have an excess water and sediment content adjustment at the rate of one-tenth percent (0.1%) of invoice for every one-tenth (0.1%) in excess of five-tenths (0.5%) up to and including one percent (1.0%) and at the rate of two-tenths percent (0.2%) of invoice for every one-tenth percent (0.1%) in excess of one percent (1.0%).

No. 6 fuel oil shall have an adjustment in quantity in lieu of the aforementioned price percentage adjustment. The No. 6 fuel oil deduction in quantity shall be made for all water and sediment in excess of one (1.0%) per cent volume, i.e., 30000 gallons delivered with two (2% or 0.02) percent combined water & sediment by volume: $30,000 \times (0.02 - 0.01)$ equals a three hundred (300) gallon deduction. Payment should be adjusted for a 29,700 gallon delivery.

(continued)

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 requirements, a deduction from the contracted price shall be taken at the rate of one tenth (.1%) percent for every two seconds above the specified limit. (i.e., 2 seconds above limit equals a .1% deduction, 4 seconds above limit equals a .2% deduction, 6 seconds above equals a .3% deduction,...)

NON-COMPLYING PRODUCT SULFUR CONTENT/PRICE DEDUCTION:

When the delivered fuel oil’s sulfur content is found to be greater than one tenth (0.10%) of a percent above the specified maximum requirements for the respective delivery area [see summary of EPA sulfur content, page 16], a deduction from the contracted price shall be taken at the rate of one (1%) percent for every one tenth (0.10%) of a percent above the specified limit. (i.e., 0.10% above limit equals a 1% deduction, 0.20% above limit equals a 2% deduction, 0.30% above equals a 3% deduction,...).

NON-COMPLYING PRODUCT - ASH CONTENT/PRICE DEDUCTION:

When the delivered fuel oil’s ash content is found to be greater than two thousandths (0.002%) of a percent above the maximum but less than two hundredths (0.02%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of one (1.0%) percent of the total price.

When the delivered fuel oil’s ash content is found to be two hundredths (0.02%) of a percent, or more, above the maximum but less than four hundredths (0.04%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of two (2.0%) percent of the total price.

When the delivered fuel oil’s ash content is found to be four hundredths (0.04%) of a percent, or more, above the maximum but less than six hundredths (0.06%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of four (4.0%) percent of the total price.

When the delivered fuel oil’s ash content is found to be six hundredths (0.06%) of a percent, or more, above the specified maximum, but less than eight hundredths (0.08%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of six (6.0%) percent of the total price.

When the delivered fuel oil’s ash content is found to be eight hundredths (0.08%) of a percent, or greater, above the specified maximum requirements for the ash content, a deduction based on the contracted price shall be assessed at the rate of ten (10%) percent of the total price of the product regardless of whether the fuel oil delivery is removed or not removed.

When the delivered fuel oil’s ash content is found to be greater than the maximum allowed in Table I or Table II (as appropriate for the fuel grade) a deduction from the total price shall be taken as described in the following Summary Table:

SUMMARY TABLE

Ash content (%) greater than	Ash content (%) less than	Deduction taken on Total Price
Spec Req. +0.002%	Spec Req. +0.02%	1.0%
Spec Req. +0.02%	Spec Req. +0.04%	2.0%
Spec Req. +0.04%	Spec Req. +0.06%	4.0%
Spec Req. +0.06%	Spec Req. +0.08%	6.0%
Spec Req. +0.08%		10.0% regardless if fuel removed or not

(continued)

NON-COMPLYING PRODUCT BTU PER GALLON CONTENT/PRICE DEDUCTION:

The respective grade of fuel oil provided under State contract must meet the minimum BTU per gallon requirements for each sulfur level as described herein. If the fuel oil, which is subject to independent testing laboratory analysis is found to be non-conforming with these specifications pertaining to BTU per gallon levels, a deduction will be assessed against the contractor by adjusting the invoice as follows:

When the product delivered contains less than the permitted minimum BTU per gallon level, the invoice will be adjusted by dividing the actual BTU/gallon level delivered by the minimum BTU/gallon requirement for the type of fuel oil purchased, multiplying the quotient by the contract adjusted per gallon price at the time of delivery, and then multiplying that figure by total gallonage delivered.

NON-COMPLYING PRODUCT BTU PER GALLON CONTENT/PRICE DEDUCTION: (Cont'd)

EXAMPLE

For delivery of 1.0% maximum sulfur No. 6:

Gallons delivered - 4000
BTU/gallon per analysis - 145,000
BTU/gallon per specification - 147,000

$\frac{145,000}{147,000} \times \text{price/gallon} \times 4,000 = \text{adjusted total product cost on invoice}$

NOTE: When more than the minimum BTU/gallon levels are delivered, there will be no adjustment of price, and delivery will be considered in conformance with this provision of the specifications relative to its BTU content.

DYE MARKER:

All #1 and #2 fuel oil delivered shall be dyed red using the dye designated as Solvent Red 164. This dye shall be added to the fuel to identify it as NOT acceptable for use in highway vehicles. Dyeing shall be in accordance with State regulation and Federal Regulation 26 CFR 48.4082-1 (Internal Revenue Service). Dye concentration shall be determined by ASTM D6258-98e1.

ACRONYMS AND DEFINITIONS:

ASTM:

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

No. 1 (#1)

The symbol No. 1 and/or #1 shall be used as a grade designation for distillate fuel oil used in domestic and small industrial burners. It shall be suitable for vaporizing type burners or storage conditions requiring a low pour point.

No. 2 (#2)

The symbol No. 2 and/or #2 shall be used as a grade designation for distillate fuel oil used in domestic and small industrial burners.

No. 4 (#4)

The symbol No. 4 and/or #4 shall be used as a grade designation for heavy distillate fuel oil and/or distillate/residual fuel blends used in commercial/industrial burners equipped for this viscosity range.

(continued)

ACRONYMS AND DEFINITIONS:

No. 6 (#6)

The symbol No. 6 and/or #6 shall be used as a grade designation for heavy residual fuels used in industrial burners equipped for this viscosity range. Preheating is usually required for handling and proper atomization of this product.

UNIVERSAL DETAILS

All products provided shall be homogenous fuel oil or kerosene, suitable for burner appliances, and they shall conform to the requirements of ASTM D396-04 (Fuel Oil), ASTM D3699-01 (Kerosene), latest revision(s) thereof, or approved equivalent method, except as listed differently elsewhere herein.

There shall be no blending of other than pure distillates or unused residual fuel oils for product provided via this contract.

FLASH POINT:

The specified minimum Flash Point for Fuel Oils provided under this contract shall be as specified in Table I and Table II, elsewhere herein, for the respective fuel oil being provided. Delivered product having a flash point below that specified in Table I or Table II, but not greater than twenty (20) degrees Fahrenheit less shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a flash point greater than twenty (20) degrees Fahrenheit below that specified 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 D93-02a (IP #34/85), latest revision thereof.

WATER AND SEDIMENT:

The specified maximum Water & Sediment content for Fuel Oils provided under this contract shall be as specified in Table I and Table II, elsewhere herein. Delivered product having a water & sediment content greater than the specified percent shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a water & sediment greater than the specified 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 burner performance. The Water & Sediment content shall be determined using - ASTM Test Method D1796-97e1 (IP #75/82), latest revision thereof, or approved equivalent method; or the sum of the results of ASTM D95-99e1 (IP #74/84) plus (+) ASTM D473-02 (IP #53/82), latest revision thereof, or approved equivalent method, relative to the individual characteristics of the product being tested.

VISCOSITY:

The specified maximum Viscosity for Fuel Oils provided under this contract shall be as specified in Table I and Table II, elsewhere within this specification. Delivered product having a viscosity greater than that specified for the respective product shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a viscosity greater than the specified 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 burner performance. The Viscosity shall be determined using - ASTM Test Method D445-04 (IP #71-84), latest revision thereof, or approved equivalent method, and ASTM D2161-04, conversion of Kinematic Viscosity to Saybolt Universal Seconds (SUS) for Table I or to Saybolt Furol Seconds (SFS) for Table II, latest revision thereof, or approved equivalent method, - relative to the individual characteristics of the product being tested.

After receiving a written request by purchasing agency, the contractors delivery ticket will state the fuel's viscosity (cSt, SUS, SFS).

NITROGEN:

After receiving a written request by the purchasing agency, the contractors delivery ticket will state the nitrogen content.

(continued)

UNIVERSAL DETAILS (Cont'd)

SULFUR:

The specified maximum Sulfur content for Fuel Oils provided under this contract shall be as defined in Table I and II of the detailed specifications and further modified in "Summary of EPA Sulfur Content Requirements". Delivered product having a Sulfur content greater than that allowed shall be adjusted in price as specified 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 Test Method D129-00 or D4294-04 (IP #61/84), latest revision thereof, or approved equivalent method, relative to the individual characteristics of the product being tested.

NOTE: Sulfur amounts indicated on bid pages are an indication of price triggers as on the Journal of Commerce Group "Oil Price Daily". Actual sulfur content of fuel will be as Table I and Table II indicates herein.

ASH:

The specified maximum ASH content for Fuel Oils provided under this contract shall be one tenth (0.10%), or five hundredths (0.05%), of a percent, maximum by weight. These respective maximum ash contents shall be as listed for an individual product in Table I or Table II herein. Additionally, a product having an excessive ash content shall be removed and/or adjusted in price as specified elsewhere herein. The Ash content shall be determined using - ASTM Test Method D482-03 (IP #4/81), latest revisions thereof or approved equivalent method, relative to the individual characteristics of the product being tested.

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 take a deduction on price as stated elsewhere herein regardless of whether the fuel oil delivery is removed or not removed. Respective ash contents shall be listed elsewhere herein.

BTU PER GALLON CONTENT:

The specified minimum BTU PER GALLON content for Fuel Oils provided under this contract shall be as specified in Table I and Table II, elsewhere herein. Delivered product having a BTU PER GALLON content less than the specified percent shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT; "Btu content shall be determined using ASTM D240-02, latest revision".

(continued)

UNIVERSAL DETAILS (Cont'd)

GENERAL:

Fuel Oils furnished shall conform to the physical and chemical requirements as listed under Table I and Table II and to the Sulfur in Fuel limitations listed in the Environmental Protection Agency (EPA) requirement summary below:

SUMMARY OF EPA SULFUR CONTENT (REQUIREMENTS)

Geographical Area of the State	Oil (Maximum percent sulfur) by weight - ASTM - D129 or D4294		Solid Fuel (Pounds of sulfur per million BTU gross heat content)
	Residual #4 & #6	Distillate #1 & #2	
	New York City (Including Bronx, Kings, New York, Queens and Richmond Counties) and as Indicated on Bid pages (NYC)	0.30	
Nassau, Rockland, and Westchester Co.	0.37	0.37	0.20 MAX
Suffolk County: Towns of Babylon, Brookhaven, Huntington, Islip and Smithtown	1.00	1.00	0.60 MAX
Erie County: City of Lackawanna and South Buffalo*	1.10	1.10	1.7 MAX
Niagara County and remainder of Erie Co.	1.50	1.50	1.7 MAX 1.4 AVG**
Remainder of State	1.50	1.50	2.5 MAX 1.9 AVG** 1.7 AVG (ANNUAL)***

*South Buffalo is defined as the area in the City of Buffalo south of a line from the intersection of I-90 and Rt. 5 and proceeding east along I-190 to the city line.

**Averages are computed for each emission source by dividing the total sulfur content by the total gross heat content of all solid fuel received during any consecutive three-month period.

***Annual averages are computed for each emission source by dividing the total sulfur content by the total gross heat content of all solid fuel received during any consecutive 12-month period.

(continued)

TABLE I

REQUIREMENT	A.S.T.M. TEST NO.	Kero- sene (See Note)	No.1	No. 2	No. 4
Gravity, °API Minimum:	D1298-99e2,	36	35	30	20
Maximum:	D287-92(2000)e1, D4052-96(2002)e1	52	46	38	30
Flash Point; °F Minimum:		100	100	----	----
Minimum:	D93-02a	----	----	120	130
Freeze Point, °F Maximum:	D2386-03	-22°F	----	----	----
Pour Point, °F Maximum:	D97-02	----	-9	30	30
Water & Sediment, % Volume, Maximum:	D1796-04 D95-99e1 + D473-02	None	Trace	Trace	0.5
Viscosity, SUS/100°F Maximum:	D2161-04 D445-04e1	----	33	38	125
Minimum:		----	----	33	45
Viscosity, Kinematic, Maximum:	D445-04e1	1.9	2.2	3.6	26.4
(Centistokes @ 104°F) Minimum:		1.0	1.4	1.8	5.8
Carbon Residue, % Maximum by Weight based on 10% distillate residue:	D189-01	----	0.10	0.35	----
based on Total residue:		----	----	----	9.0
Ash, % maximum by weight:	D482-03	----	0.05	0.05	0.1
Corrosion, Maximum 3 hours @ 122°F	D130-04	Strip #3	Strip #3	Strip #3	----
Sulfur, wt. % Maximum	D129-00	0.04 Or Legal Local Limit Per EPA requirements when stricter	0.50	0.50	1.5
BTU Per Gallon, Minimum (Bomb Calorimeter)	D240-02	131,000	136,000	139,000	143M
Cloud Point, °F Maximum	D97-04	For all fuel shall be as follows:			

Shall be ten (10%) degrees Fahrenheit higher than required pour point based on the: TENTH Percentile Minimum Ambient Temperature for the area & climate/period of use.

(continued)

NOTE:

In addition to the other requirements of this specification, Kerosene shall pass a sixteen (16) hour burning test, after first weighing, using ASTM test method D187-94(2003)e1, or approved equivalent method with the following minimum results at the end of the required burn period:

- a. Maximum flame drop: 5mm (0.197”);
- b. Maximum change - flame width: 6mm (0.236”);
- c. No mushroom development;
- d. Only slight white deposit permissible on globes;
- e. Tensile strength of wick fibre shall be uninjured;
- f. Maximum char: 1/4”;
- g. Steady, free-burning without undue sensitivity to drafts;
- h. Flame shall hold its shape for duration of test; and
- I. Rate of Burning, after 1st weighing, shall be 18 thru 26 grams per hour

TABLE II

Heavy residual fuel oil (#6) shall conform to the following requirements:

A.S.T.M. Test No.	1.50% Max. Sulfur (D129-00) or D4294-03	1.00% Max. Sulfur (D129-00) or D4294-03	0.50% Max. Sulfur (D129-00) or D4294-03	0.30% Max. Sulfur (D129-00) or D4294-03
Gravity (60°F) D287-92(2000)e1	Min. 6.0 Max. 18.0	Min. 10.0 Max. 20.0	Min. 10.0 Max. 23.0	Min. 10.0 Max. 25.0
Flash Point F° D93-02a	Min. 140	Min. 140	Min. 140	Min. 140
Viscosity at 122°F D2161-04	Min. 140 Max. 300	Min. 100 Max. 300	Min. 50 Max. 300	Min. 30 Max. 300

NOTE: Viscosity Std. per ASTM #D396-90a, Table #2, Saybolt Furol Seconds [DO NOT REVISE].

All #6 fuel oil regardless of sulfur content:

Water by Distillation (D95-99e1):
 Sediment by Extraction (D473-02):
 Total Water & Sediment:
 D95-99e1 + D473-02 or D1796-04

Water Content shall not exceed 1.0%;
 Sediment content shall not exceed 0.5%;
 W&S combined content shall not exceed 1.5%.

Ash (% by weight) D482-03	Max. 0.100	Max. 0.100	Max. 0.100	Max. 0.100
Carbon Residue, % Weight based on Total residue: D189-01				17% max. regardless of sulfur content
BTU per gallon D240-02	Min. 149,000	Min. 147,000	Min. 144,000	Min. 143,000

(continued)

Attachment A

FUEL SUPPLIER CERTIFICATE

This form may be used to supply reports to State Contract Users requesting documentation of fuel sulfur content, as may be required under State and/or Federal Environmental Laws. When requested, this form should be supplied to the facility with each delivery or billing (As previously arranged with each facility)

- 1) Date of Delivery _____
Supplier _____
Address _____
City, State _____
County _____

- 2) Type of Fuel Delivered with **MAXIMUM** percent sulfur (*Please check one*)

- | | | |
|------------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> #2 (.2%) | <input type="checkbox"/> #4 (.37%) | <input type="checkbox"/> #6 (.37%) |
| <input type="checkbox"/> #2 (.37%) | <input type="checkbox"/> #4 (1.5%) | <input type="checkbox"/> #6 (.5%) |
| <input type="checkbox"/> #2 (.5%) | | <input type="checkbox"/> #6 (1.5%) |

MINIMUM BTU Value per fuel type is as follows unless otherwise specified:

- #2 fuel oil minimum BTU value per gallon is 139,000
- #4 fuel oil minimum BTU value per gallon is 141,000
- #6 fuel oil minimum BTU value per gallon is 143,000

(Items 3, 4, & 5 must be completed only if referring to a residual oil)

- 3) Actual Sulfur Content: _____ %
4) Test Method _____
5) Location of oil when sampled for testing _____
6) We certify that the fuel supplied complies with the ASTM D396-78 - Standard Specification for Fuel Oils.

Signature

NYS OGS Procurement Services
Group 05500
Fuel Oil, Heating

(continued)

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
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 PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

(continued)