

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: April 11, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Contract Management Specialist
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR: United Metro Energy Corp.
CONTRACT NOS. PC66028

SUBJECT: CONTRACT ASSIGNMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of March 06, 2013, the above listed contractor was awarded 196 & 197 on the above listed award.

Additional Note/Clarification: On January 28, 2013, a Purchasing Memorandum was issued advising all state agencies and other authorized users that Items 196 and 197 had been assigned to Bay Ridge Corporation, effective January 16, 2013. This was **incorrect**. These two items remained with Metro Fuels up through March 5, 2013. If purchases were made from Bay Ridge Corporation for items 196 and 197 between January 16 and March 5, 2013, those purchases should be treated as off-contract purchases.

The new contact information is listed below and in the revised award.

United Metro Energy Corp.
500 Kingsland Avenue
Brooklyn, NY 11222
Robert Levy
Phone number: 718-383-1400

NEW CONTRACT NUMBER: PC66028

All other terms and conditions remain the same.

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: March 18, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Contract Management Specialist
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: United Metro Energy Corp.
CONTRACT NOS. PC66028

SUBJECT: CONTRACT ASSIGNMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of March 06, 2013, the above listed contractor has been assigned Items 12, 94, 95, 96, 97, 112, 114, 115, 116, 117, 118, 152, 153, 154, 156, 162 and 163 on the above listed award.

The new contact information is listed below and in the revised award.

United Metro Energy Corp.
500 Kingsland Avenue
Brooklyn, NY 11222
Robert Levy
Phone number: 718-383-1400

NEW CONTRACT NUMBER: PC66028

All other terms and conditions remain the same.

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
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<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: January 28, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Bay Ridge Fuel Corp.
CONTRACT NOS. PC65962

SUBJECT: CONTRACT ASSIGNMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of January 16, 2013, the above listed contractor has been assigned Items 196 & 197 in Suffolk County on the above listed award.

The new contact information is listed below and in the revised award.

Bay Ridge Corporation
78 Rapelye Street
Brooklyn, NY 11231
Maria Ancona
Phone number: 718-836-9222

NEW CONTRACT NUMBER: PC65962

All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services Group
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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: February 14, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Metro Fuel Oil Corporation
CONTRACT NOS.: PC65579

SUBJECT: FUEL OIL DELIVERY

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that the above listed contractor is in the process of being sold, but until this sale is finalized, Metro Fuel Oil Corporation will be accepting all calls for deliveries on fuel as listed in the award.

Our expectations are for continuous delivery throughout this transition.

All other terms and conditions remain the same.

New York State Office of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: January 14, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: ALL Contractors supplying #2 Fuel Oil and Kerosene on the above referenced Award.

CONTRACT NOS.: See Award

SUBJECT: CHANGE TO JOC GROUP OIL PRICE DAILY PUBLICATION AND PRICE ADJUSTMENT CALCULATIONS

TO ALL CONTRACTORS, STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of January 1, 2013, the JOC Group Oil Price Daily publication was sold to OPIS and the pricing methodology currently being published by OPIS for calculating #2 Fuel Oil and Kerosene at the Albany terminal has been changed to reflect rack, rather than reseller pricing. Therefore, in accordance with page 4 of the above-referenced Contract Award, the Commissioner has determined that until such time as OPIS publishes reseller pricing, OGS shall apply the following mark-up to the OPIS average posted rack price every Thursday, to ensure pricing under this contract continues to be most reflective of market conditions:

ULS #2 Heating Oil	.039%
ULS Kerosene	.106%

All other terms and conditions remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: January 8, 2013

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Bay Ridge Fuel Corp.
CONTRACT NOS. PC65962

SUBJECT: CONTRACT ASSIGNMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of December 10, 2012, the above listed contractor has been assigned Items 224 & 225 in Westchester County on the above listed award.

The new contact information is listed below and in the revised award.

Bay Ridge Corporation
78 Rapelye Street
Brooklyn, NY 11231
Maria Ancona
Phone number: 718-836-9222

NEW CONTRACT NUMBER: PC65962

All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: November 26, 2012

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: ISOBUNKERS, LLC
CONTRACT NOS. PC65575

SUBJECT: CONTRACT ASSIGNMENT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that as of November 23, 2012, the above listed contract has been assigned to the following:

Papco, Inc
4920 Southern Blvd
Virginia Beach, VA 23462
NEW CONTRACT NUMBER: PC65943

All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: October 4, 2012

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS: ALL Suppliers of No 2 NYC, No 4 (3%) No 6 (3%) on the above listed award.
CONTRACT NOS. See Award

SUBJECT: CHANGE TO JOC GROUP OIL PRICE DAILY

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Be advised changes have been made in the above listed award to reflect the required changes in fuel types. The weekly price adjustments will be reflective of this change and the following posting will be utilized for weekly price changes starting October 4th, 2012, effective October 5th, 2012.

All No. 2(.0015) NYC is now required to be No 2(.0015) NYC B2 and shall be revised in accordance with the NY TK CAR RESELLER under ULTRA LOW SUL. No. 2, 2% bio-blend.

All No. 4(.3%) is now required to be No 4(.15%) B2 and shall be revised in accordance with the NY BARGE RESELLER under No. 4 OIL 0.15%, 2% bio-blend.

All No. 6(.3%) is now required to be No 6(.3%) B2 and shall be revised in accordance with the NY BARGE RESELLER under No.6 OIL 0.3%, 2% bio-blend.

All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services Group
Corning Tower Building
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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: June 28, 2012

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS: ALL No 2 Suppliers on the above listed award.

CONTRACT NOS. See award

SUBJECT: CHANGE TO SULFUR LIMITATIONS

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Be advised changes have been made in the above listed award to reflect the required reduction in sulfur emissions of 2012 for all heating oil used in the State. The weekly price adjustments will be reflective of this change in sulfur content.

- (1) ON JULY FIRST, TWO THOUSAND TWELVE, ALL NUMBER TWO HEATING OIL SOLD FOR USE IN RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL HEATING WITHIN THE STATE SHALL NOT HAVE A SULFUR CONTENT GREATER THAN FIFTEEN PARTS PER MILLION.
- (2) THE GOVERNOR MAY, BY ISSUING AN EXECUTIVE ORDER, TEMPORARILY SUSPEND THE APPLICABILITY OF THIS SECTION AT ANY TIME BASED ON THE GOVERNOR'S DETERMINATION, AFTER CONSULTING WITH THE NEW YORK ENERGY RESEARCH AND DEVELOPMENT AUTHORITY, THAT MEETING THE REQUIREMENT OF SUBDIVISION ONE OF THIS SECTION IS NOT FEASIBLE DUE TO LACK OF ADEQUATE SUPPLY OF THE REQUIRED FUEL.

All other terms and conditions remain the same.

New York State Office of General Services
Procurement Services Group
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<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: January 3, 2012

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, Kerosene
and Bio-Heating Fuel)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS

CONTRACT NOS.: All Bio-Fuel Suppliers on the referenced award

SUBJECT: Bio-Diesel Blender Tax Credit

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

NOTICE OF NEW CHARGE

The Bio-Diesel Blender Tax Credit (\$1.00 per gallon on B100) has expired on December 31, 2011. Although we speculate that the bill will be extended, it has yet to happen. Because of this as of January 1, 2012 the vendor may be collecting the following additional fees. This charge will be shown as a separate line item on the invoice. Once the Tax Credit Bill is passed, this additional fee will be discontinued.

B5 - \$.05 (5 cents per gallon)
B10 - \$.10 (10 cents per gallon)
B20 - \$.20 (20 cents per gallon)

All other terms and conditions of these awards remain the same.
Please contact this office if you have any questions.

New York State Office Of General Services
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Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: December 22, 2011

GROUP: 05500 - FUEL OIL, HEATING
(Grades #2, #4, #6, and Kerosene)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 -
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR(S)/ Sprague Operating Resources LLC.
CONTRACT NO(S): PC65587

SUBJECT: CHANGE OF NAME

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprague Energy Corp. has changed its name to Sprague Operating Resources LLC. The contractor's Federal ID Number remains the same.

All other terms and conditions remain the same. Please audit all purchase orders and invoices accordingly. We suggest you attach this memorandum to the front of your contract award.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22285](#)

DATE: September 26, 2011

GROUP: 05500 – FUEL OIL HEATING

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Colleen Messier
Purchasing Officer I
(518) 474-1108
colleen.messier@ogs.ny.gov

CONTRACT PERIOD: August 19, 2011 thru
August 22, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR(S)/ VARIOUS

CONTRACT NO(S): VARIOUS

SUBJECT: CONTRACT CHANGES

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The following items on the above referenced contract have been changed to reflect the following:

Bronx

11. 2-TW (0.2%) NYC East Coast Petroleum, Inc. \$2.9670

Kings

95. 2-TW (0.2%) NYC Metro Fuel Oil Corp. \$2.9980

Nassau

111. 2-TW (0.3%) NYC Global Montello Group Corp. \$2.9748

New York

115. 2-TW (0.2%) NYC Metro Fuel Oil Corp. \$2.9930

Queens

153. 2-TW (0.2%) NYC Metro Fuel Oil Corp. \$3.0025

Richmond

162. 2-TW (0.2%) NYC Metro Fuel Oil Corp. \$3.1080

Schuyler

185. 2-MT (0.5%) NO AWARD

Ulster

207. 2-MT (0.2%) B5 Sprague Energy Corp. \$3.0424

All other terms and conditions of this award remain unchanged.

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.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	: Group 05500 – FUEL, OIL, HEATING(Grades #2, #4, #6, Kerosene and Bioheating Fuel) (Statewide) Classification Code: 15
Award Number	: <u>22285</u> (Replaces Award 21744)
Contract Period	: August 19, 2011 thru August 22, 2013
Bid Opening Date	: April 12, 2011
Date of Issue	: August 15, 2011
Specification Reference	: SPEC-921 dated February 14, 2011 and Purchasing Memorandums dated March 21 and April 8, 2011
Contractor Information	: Appears on Page 2 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.ny.gov	Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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, Kerosene and Bioheating Fuel for use by State agencies and non-State agencies covering both tank wagon and motor transport deliveries.

PR # 22285

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65566 SB	ADIRONDACK ENERGY PRODUCTS, INC. 17 JUNCTION ROAD MALONE, NY 12953-0355	518-483-3835 Brian Monette FAX NO.: 518-483-2005 E-mail: bjmonette@aol.com	FEIN: 141719550 VIN: 100007084

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

PC65567	ASCENT AVIATION GROUP, INC. ONE MILL STREET PARISH, NY 13131	800-272-3681 Christine Combs OR Lynn Booth 315-625-7299 FAX NO.: 315-625-7371 E-mail: lynn@ascent1.com Web Site: www.ascent1.com	FEIN: 161353957 VIN: 100008078
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PC65569 SB	COUNTY OIL COMPANY, INC. 18-73 42 nd ST. ASTORIA, NY 11105	718-626-7000 David Rosner FAX NO.: 718-274-3730 E-mail: drosner@countyoil.net	FEIN: 061212634 VIN: 1000034763
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NOTE: 1% Cash Discount for payment within 15 days of delivery.

PC65570 SB	COUNTY PETROLEUM PRODUCTS INC. 36 STATION HILL RD. PO BOX 247 FERNDAL, NY 12734	845-292-4550 Mitchell Blank FAX NO.: 845-292-2944	FEIN: 141394637 VIN: 1000051479
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NOTE: County Petroleum Products will honor tank wagon orders for less than the minimum order stated herein.

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65571 SB	EAST COAST PETROLEUM, INC 340 JACKSON AVE BRONX, NY 10454	718-402-5107 Ext. 16 Anthony Milanese FAX NO.: 718-402-4336 E-mail: amilanese@eastcoastpetroleum.com Web Site: eastcoastpetro.com	FEIN: 133762228 VIN: 1100005431

NOTE: 1/2% Cash Discount for payment within 15 days of delivery.
East Coast will accept NYS Procurement Card for orders not to exceed \$15,000.00.

PC65572 SB	G.A. BOVE & SONS, INC. 76 RAILROAD ST. MECHANICVILLE, NY 12118	518-664-5111 Ext. 34 Michael D. Shepard FAX NO.: 518-664-4730 E-mail: mshepard@bovefuels.com Web Site: www.bovefuels.com	FEIN: 141536614 VIN: 100006792
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NOTE: G.A. Bove will accept NYS Procurement Card for orders not to exceed \$15,000.00.

PC65593	GLOBAL MONTELLO GROUP CORP. 800 SOUTH STREET WALTHAM, MA 02454	800-542-0778 Ext. 4259 781-398-4259 Kevin Young FAX NO.: 781-398-9213 E-mail: kyoung@globalp.com Web Site: www.globalp.com	FEIN: 043443028 VIN: 1100005467
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PC65573 SB	HERITAGENERGY INC. D/B/A DISCOUNT FUEL BROKERS 625 SAWKILL RD. KINGSTON, NY 12401	800-451-3835 845-336-2000 Ext. 3313 Jim Stoothoff OR Robert Springer FAX NO.: 845-336-7410 E-mail: jstoothoff@heritagenery.com	FEIN: 141463572 VIN: 1000051453
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NOTE: Heritagenergy Inc. will honor tank wagon orders for less than the minimum order stated herein.
Heritagenergy Inc. will accept NYS Procurement Card for orders not to exceed \$15,000.00.

PC65574	HESS CORPORATION 1 HESS PLAZA WOODBIDGE, NJ 07095	800-447-1409 Cops Team (Ordering) 800-437-7265 732-750-6463 John McConville FAX NO.: 732-750-6475 E-mail: jmconville@hess.com Web Site: www.hess.com	FEIN: 134921002 VIN: 1000027091
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(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65575	ISOBUNKERS, LLC 2 NEW ROAD, SUITE 311 ASTON, PA 19014	610-361-8000 Charles E. Joanedis FAX NO.: 610-361-8924 E-mail: joanedis@acenergy.biz Web Site: www.isoindustries.com	FEIN: 541905248 VIN: 100009483
PC65576 SB	M. SPIEGEL & SONS OIL CORP. D/B/A SOS FUELS 10 EAST VILLAGE RD TUXEDO, NY 10987	845-351-4700 Robert Spiegel FAX NO.: 845-351-4694 E-mail: Roberts@sosfuels.com Web Site: solfuels.com	FEIN: 112024766 VIN: 100000373

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

PC65577	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LANE ALBANY, NY 12211	800-542-5552 518-438-4195 Ext. 1219 518-438-7856 David Borger FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com	FEIN: 146024844 VIN: 100007301
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NOTE: Main Brothers Oil Co., Inc. will honor tank wagon orders for less than the minimum order stated herein.

PC65578	MANSFIELD OIL COMPANY OF GAINESVILLE, INC. D/B/A MANSFIELD OIL COMPANY 1025 AIRPORT PKWAY, SW GAINESVILLE, GA 30501	800-255-6699 678-450-2000 David Zarfoss FAX NO.: 678-450-2242	FEIN: 581091383 VIN: 1100007790
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NOTE: .0035 Cash Discount for payment within 15 days of delivery.

PC65579 SB	METRO FUEL OIL CORP. 500 KINGSLAND AVENUE BROOKLYN, NY 11222	718-383-1400 Gene Pullo OR Robert Leavy OR Scott Alnwick FAX NO.: 718-383-6586 E-mail: robertleavy@metroenergy.com Web Site: www.metroenergy.com	FEIN: 112658894 VIN: 100005741
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NOTE: Metro Fuel Oil Co., Inc. will honor tank wagon orders for less than the minimum order stated herein.

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65580	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER 49 COURT STREET PO BOX 5306 BINGHAMTON, NY 13902	800-934-9480 607-352-2800 Jason Mirabito OR Gene Fuller FAX NO.: 607-584-5134 E-mail: jason.mirabito@mirabito.com Web Site: www.mirabito.com	FEIN: 150552668 VIN: 1000007358
PC65581	MORGAN FUEL & HEATING CO., INC. D/B/A BOTTINI FUEL 2785 WEST MAIN STREET WAPPINGERS FALLS, NY 12590	800-836-3835 Ext. 1309 845-297-5580 Ext. 1309 Vincent Eagan, Jr. OR Anthony Bottini FAX NO.: 845-297-0817 E-mail: veaganjr@bottinifuel.com OR rbottini@bottinifuel.com Web Site: www.bottinifuel.com	FEIN: 141420673 VIN: 1000006688
NOTE: Bottini Fuel will honor tank wagon orders for less than the minimum order stated herein.			
PC65582 SB	MX PETROLEUM CORP 84 CENTER STREET MASSENA, NY 13662	800-840-0645 315-769-9500 315-388-4313 John Baird OR Mickey Miller FAX NO.: 315-764-9934 E-mail: jbaird@mxfuels.com OR mmiller@mxfuels.com Web Site: www.mxfuels.com	FEIN: 161352970 VIN: 1000015801
NOTE: MX Petroleum will honor tank wagon orders for less than the minimum order stated herein.			
PC65583	NOCO ENERGY CORP. 2440 SHERIDAN DRIVE TONAWANDA, NY 14150	800-601-6626 716-614-1227 David Wentland Rosemary Suszynski FAX NO.: 716-614-1276 Web Site: www.noco.com	FEIN: 160727383 VIN: 1000007468
PC65584 SB	SCLAFANI PETROLEUM, INC. 52 CROTON FALLS RD. MAHOPAC, NY 10541	845-628-1330 Ext. 228 Maureen Sclafani FAX NO.: 845-628-2975 E-mail: sclafanim@aol.com	FEIN: 141682706 VIN: 1000007010
NOTE: Sclafani Petroleum will honor tank wagon orders for less than the minimum order stated herein. Sclafani Petroleum offers 1% cash discount for payment with 15 days of delivery. Sclafani Petroleum will accept the NYS Procurement Card for orders not to exceed \$15,000.00.			

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65585 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: twelch@seaco.com	FEIN: 150500396 VIN: 1000043825
PC65586 SB	SHEPARD OIL CO. INC. INDUSTRIAL PARK JOHNSTOWN, NY 12095	518-762-7812 Dean Shepard FAX NO.: 518-762-2708 E-Mail: dean@cldfreedom.com Web Site: www.shepardoil.com	FEIN: 141469506 VIN: 1000006731

NOTE: Shepard Oil Co. Inc. will honor tank wagon orders for less than the minimum order stated herein.

PC65587	SPRAGUE ENERGY CORPORATION TWO INTERNATIONAL DRIVE SUITE 200 PORTSMOUTH, NH 03801	800-880-6037 914-328-6710 914-328-6700 Burr Mosher OR Customer Service FAX NOS.: 914-328-6701 OR 914-517-2640 E-mail: bmosher@spragueenergy.com custserv@spragueenergy.com Web Site: www.spragueenergy.com	FEIN: 020415440 VIN: 1000005203
PC65588	SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY 760 BROOKS AVENUE ROCHESTER, NY 14619	585-783-2674 800-724-2552 Paul Tandlmayer FAX NO.: 585-235-6572 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com	FEIN: 160736353 VIN: 1000007474

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

PC65589 SB	TOWNSEND OIL CORP. D/B/A TOWNSEND ENERGY 64 MAIN STREET LEROY, NY 14482-0148	800-369-8187 585-768-8188 Kevin Brady FAX NO.: 585-768-8189 E-mail: frontoffice@townsendenergy.com Web Site: www.townsendenergy.com	FEIN: 160809785 VIN: 1000007528
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NOTE: Townsend Oil Corp. will honor tank wagon orders for less than the minimum order stated herein.
.5% cash discount for payment with 15 days of delivery/or receipt of voucher.
Townsend Oil Corp. accepts Procurement Card for orders no greater than \$1,000.00.

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65590 SB	TRA-LIN CORP. D/B/A SAMSON FUEL 2285 RIDGEWAY AVENUE ROCHESTER, NY 14626	585-254-6010 Linda A. Fedele FAX NO.: 585-254-6813 E-mail: samsonfuel@rochester.rr.com	FEIN: 161305127 VIN: 1000008023

NOTE: Tra-Lin Corp. will accept NYS Procurement Card for orders not to exceed \$15,000.00.

PC65591 SB	VALLEY OIL CO. INC. 5848 RT. 94, BOX 430 CLAVERACK, NY 12513	518-851-3921 Russell Beck Jr. FAX NO.: 518-851-3930 E-mail: info@valleyenergy.com Web Site: www.valleyenergy.com	FEIN: 141385018 VIN: 1000006670
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NOTE: Valley Oil will honor tank wagon orders for less than the minimum order stated herein.

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 billed gross gallons, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, license fees and surcharges. Contract prices must be expressed in U.S. currency.

SULFUR CONTENT:

The NYS Assembly passed the following bill, which once effective will change the maximum sulfur content in the specification for all No 2 heating fuel to 15ppm. Once identified, NYS OGS PSG will use the appropriate posting to reflect this mandatory change and revise the price adjustment calculation accordingly.

S 19-0325. SULFUR REDUCTION REQUIREMENTS.

- (1) ON OR AFTER JULY FIRST, TWO THOUSAND TWELVE, ALL NUMBER TWO HEATING OIL SOLD FOR USE IN RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL HEATING WITHIN THE STATE SHALL NOT HAVE A SULFUR CONTENT GREATER THAN FIFTEEN PARTS PER MILLION.
- (2) THE GOVERNOR MAY, BY ISSUING AN EXECUTIVE ORDER, TEMPORARILY SUSPEND THE APPLICABILITY OF THIS SECTION AT ANY TIME BASED ON THE GOVERNOR'S DETERMINATION, AFTER CONSULTING WITH THE NEW YORK ENERGY RESEARCH AND DEVELOPMENT AUTHORITY, THAT MEETING THE REQUIREMENT OF SUBDIVISION ONE OF THIS SECTION IS NOT FEASIBLE DUE TO LACK OF ADEQUATE SUPPLY OF THE REQUIRED FUEL.

(continued)

The following are the posted prices of February 17, 2011 of the Journal of Commerce and the posted Wall Street Journal commodities posted cash price for Soy Oil of February 17, 2011 which are the basis of price adjustments under any contracts awarded.

JOURNAL OF COMMERCE GROUP OIL PRICE DAILY (for standard grades)

<u>Grade of Fuel</u>	<u>Base Price</u>	<u>Designated Posting</u>
Kero	\$3.4755	Albany Reseller
No. 2 (NYC)*	\$2.9983	New York Tank Car Reseller
No. 2 (all other counties)	\$2.9790	Albany Reseller
No. 4 (1.5%)	\$2.8910	Albany Reseller
No. 4 (0.3%)	\$3.2595	New York Barge Reseller
No. 6 (1.5%)	\$2.5422	Albany Reseller
No. 6 (0.3%)	\$3.1666	New York Barge Reseller
No. 6 (0.5%)	\$2.8344	Albany Reseller

JOURNAL OF COMMERCE GROUP OIL PRICE DAILY AND WALL STREET JOURNAL
(for biofuel blends)

<u>Grade of Fuel**</u>	<u>Base Price</u>	<u>Designated Posting</u>
No. 2 B5	\$3.0340	Albany Reseller/Wall Street Journal
No. 2 B20	\$3.1988	Albany Reseller/Wall Street Journal
No. 2 B5 (NYC)	\$3.0523	NY Tank Car Reseller/Wall Street Journal
No. 2 B20 (NYC)	\$3.2142	NY Tank Car Reseller/Wall Street Journal

*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. Likewise, in the counties where "NYC" is not indicated but there is a requirement for No. 2 (0.2%) Albany Reseller will be used.

**These are the basis prices to be used in all calculations for B5 and B20.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

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ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. 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 Procurement Services Group 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.

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.

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.

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.

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Therefore, the contractor 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 contractor.

PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2011900006**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:
<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:
<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

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<u>Item No.</u>	<u>Quantity Based on Grade and Delivery Method</u>	<u>Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Albany</u>				
1.	2-MT (0.5%)	1,235,000	\$2.9000	Mirabito Energy Products
2.	2-MT (0.5%) B5	1,023,000	\$3.0143	Ascent Aviation Group Inc.
3.	2-TW (0.5%)	190,805	\$3.0200	Main Brothers Oil Co. Inc.
4.	2-TW (0.5%) B5	22,000	\$3.1883	Ascent Aviation Group Inc.
5.	4-MT (1.5%)	50,000	\$2.6934	Sprague Energy Corp.
6.	6-MT (1.5%)	190,000	\$2.3501	Mirabito Energy Products
7.	KERO (Heating)	19,100	\$3.6253	Mirabito Energy Products
<u>Allegany</u>				
8.	2-MT (0.5%)	70,000	\$2.9665	Superior Plus Energy
9.	2-TW (0.5%)	10,000	\$3.0581	NOCO Energy Corp.
<u>Bronx</u>				
10.	2-MT (0.2%) NYC	120,000	\$2.9146	Hess Corporation
11.	2-TW (0.2%) NYC	22,500	AWARD PENDING	
12.	2-TW (0.2%) NYC B5	12,500	\$3.1748	Metro Fuel Oil Corp.
13.	4-MT (0.3%)	366,000	\$3.0262	Hess Corporation
14.	6-MT (0.3%)	935,000	\$2.9432	Hess Corporation
<u>Broome</u>				
15.	2-MT (0.5%)	330,000	\$2.9220	Hess Corporation
16.	2-MT (0.5%) B5	280,000	\$3.0650	Mirabito Energy Products
17.	2-TW (0.5%)	85,781	\$3.0746	Mirabito Energy Products
18.	2-TW (0.5%) B5	63,000	\$3.4375	Mirabito Energy Products
19.	6-MT (0.5%)	40,000	\$2.8554	Mirabito Energy Products
20.	KERO (Heating)	2,500	\$3.6674	Mirabito Energy Products
<u>Cattaraugus</u>				
21.	2-MT (0.5%)	35,000	\$2.9525	NOCO Energy Corp.
22.	2-TW (0.5%)	23,000	\$3.0571	NOCO Energy Corp.
<u>Cayuga</u>				
23.	2-MT (0.5%)	75,500	\$2.9280	Mirabito Energy Products
24.	2-MT (0.5%) B5	30,000	\$3.1250	Mirabito Energy Products
25.	2-TW (0.5%)	51,350	\$3.1790	Mirabito Energy Products
26.	2-TW (0.5%) B5	4,500	\$3.4809	Ascent Aviation Group Inc.
27.	6-MT (0.5%)	180,000	\$2.7445	Mirabito Energy Products
28.	KERO (Heating)	3,080	\$3.7896	Superior Plus Energy
<u>Chautauqua</u>				
29.	2-TW (0.5%)	10,000	\$3.0080	NOCO Energy Corp.
30.	KERO (Heating)	1,500	\$3.5041	NOCO Energy Corp.

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons)/Yr.</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Chemung</u>				
31.	2-MT (0.5%)	450,000	\$2.9191	Mirabito Energy Products
32.	2-TW (0.5%)	126,700	\$3.1690	Superior Plus Energy
33.	2-TW (0.5%) B5	136,000	NO AWARD - NO BIDS RECEIVED	
34.	6-MT (0.5%)	60,000	\$2.8140	Hess Corporation
<u>Chenango</u>				
35.	2-TW (0.5%)	22,716	\$3.0946	Mirabito Energy Products
36.	2-TW (0.5%) B5	2,500	\$3.4675	Mirabito Energy Products
37.	KERO (Heating)	8,000	\$3.6445	Superior Plus Energy
<u>Clinton</u>				
38.	2-MT (0.5%)	290,000	\$2.9509	Superior Plus Energy
39.	2-TW (0.5%)	185,375	\$3.0592	Adirondack Energy
40.	2-TW (0.5%) B5	20,800	\$3.5592	Adirondack Energy
41.	6-MT (0.5%)	1,500,000	\$2.7611	Hess Corporation
42.	KERO (Heating)	3,400	\$3.5882	Adirondack Energy
<u>Columbia</u>				
43.	2-MT (0.5%)	539,000	\$2.9204	Hess Corporation
44.	2-MT (0.5%) B5	105,000	\$2.9899	Valley Oil Co. Inc.
45.	2-TW (0.5%)	67,467	\$3.0740	Main Brothers Oil Co. Inc.
46.	2-TW (0.5%) B5	13,800	\$3.4840	Valley Oil Co. Inc.
47.	KERO (Heating)	2,000	\$3.7755	Main Brothers Oil Co. Inc.
<u>Cortland</u>				
48.	2-MT (0.5%)	300,000	\$2.9271	Mirabito Energy Products
49.	2-TW (0.5%)	10,750	\$3.1292	Mirabito Energy Products
<u>Delaware</u>				
50.	2-MT (0.5%)	197,600	\$2.9279	Mirabito Energy Products
51.	2-TW (0.5%)	542,906	\$3.1546	Mirabito Energy Products
52.	2-TW (0.5%) B5	19,500	\$3.4261	Mirabito Energy Products
53.	KERO (Heating)	1,815	\$3.6665	Mirabito Energy Products
<u>Dutchess</u>				
54.	2-MT (0.2%) B20	550,000	\$3.1252	Sprague Energy Corp.
55.	2-MT (0.2%) B5	950,000	\$3.0420	Sprague Energy Corp.
56.	2-MT (0.5%)	1,361,812	\$2.9253	Hess Corporation
57.	2-TW (0.5%)	416,205	\$3.1740	Morgan Fuel & Heating
58.	2-TW (0.5%) B5	136,450	NO AWARD - NO BIDS RECEIVED	
59.	6-MT (0.5%)	750,000	\$2.6862	Hess Corporaton

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<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr.)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Erie</u>				
60.	2-MT (0.5%)	310,000	\$2.9480	NOCO Energy Corp.
61.	2-MT (0.5%) B5	190,000	\$3.0737	NOCO Energy Corp.
62.	2-TW (0.5%)	40,925	\$3.0379	NOCO Energy Corp.
63.	6-MT (1.5%)	1,900,000	NO AWARD	
64.	KERO (Heating)	5,000	\$3.5824	NOCO Energy Corp.
<u>Essex</u>				
65.	2-MT (0.5%)	956,500	\$2.9532	Adirondack Energy
66.	2-TW (0.5%)	346,258	\$3.1380	MX Petroleum Corp.
67.	2-TW (0.5%) B5	60,000	\$3.5932	Adirondack Energy
68.	KERO (Heating)	8,154	\$3.6537	Superior Plus Energy
<u>Franklin</u>				
69.	2-MT (0.5%)	1,670,000	\$2.9322	Adirondack Energy
70.	2-MT (0.5%) B5	1,933,500	\$3.1682	Sprague Energy Corp.
71.	2-TW (0.5%)	757,826	\$3.0392	Adirondack Energy
72.	2-TW (0.5%) B5	72,200	\$3.4552	Adirondack Energy
73.	KERO (Heating)	15,400	\$3.5492	Adirondack Energy
<u>Fulton</u>				
74.	2-MT (0.5%)	61,000	\$2.9545	Mansfield Oil Co.
75.	2-TW (0.5%)	24,000	\$3.1290	Sheppard Oil Co. Inc.
76.	4-MT (1.5%)	60,000	\$2.7583	Sprague Energy Corp.
<u>Genesee</u>				
77.	2-MT (0.5%) B5	9,000	\$3.0488	NOCO Energy Corp.
78.	2-TW (0.5%)	11,000	\$3.0276	NOCO Energy Corp.
<u>Greene</u>				
79.	2-MT (0.5%)	197,000	\$2.9290	Mirabito Energy Products
80.	2-TW (0.5%)	113,850	\$3.0660	Main Brothers Oil Co. Inc.
81.	2-TW (0.5%) B5	15,500	\$3.4940	Main Brothers Oil Co. Inc.
82.	6-MT (0.5%)	400,000	\$2.6511	Hess Corporation
<u>Hamilton</u>				
83.	2-MT (0.5%)	26,000	\$2.9816	Mansfield Oil Co.
84.	2-TW (0.5%)	46,800	\$3.3290	G A Bove & Son
85.	2-TW (0.5%) B5	800	NO AWARD - NO BIDS RECEIVED	

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Herkimer</u>				
86.	2-MT (0.5%)	185,000	\$2.9199	Mirabito Energy Products
87.	2-TW (0.5%)	27,850	\$3.1190	Sheppard Oil Co. Inc.
88.	2-TW (0.5%) B5	2,500	NO AWARD - NO BIDS RECEIVED	
89.	KERO (Heating)	5,500	\$3.7013	Superior Plus Energy
<u>Jefferson</u>				
90.	2-MT (0.5%)	773,000	\$2.9446	Mirabito Energy Products
91.	2-TW (0.5%)	49,050	\$3.2131	Superior Plus Energy
92.	KERO (Heating)	10,468	\$3.7596	Superior Plus Energy
<u>Kings</u>				
93.	2-MT (0.2%) NYC	255,000	\$2.8781	Hess Corporation
94.	2-MT (0.2%) NYC B5	25,000	\$3.0873	Metro Fuel Oil Corp.
95.	2-TW (0.2%) NYC	12,200	AWARD PENDING	
96.	2-TW (0.2%) NYC B5	54,000	\$3.1748	Metro Fuel Oil Corp.
97.	6-MT (0.3%)	1,220,000	\$2.9391	Metro Fuel Oil Corp.
<u>Lewis</u>				
98.	2-MT (0.5%)	100,000	\$2.9491	Mirabito Energy Products
99.	2-TW (0.5%)	16,800	\$3.2583	Superior Plus Energy
100.	KERO (Heating)	200	\$3.7548	Superior Plus Energy
<u>Livingston</u>				
101.	2-MT (0.5%)	320,000	\$2.9330	Superior Plus Energy
102.	2-MT (0.5%) B5	200,000	\$3.0988	Tra Lin Corp.
103.	2-TW (0.5%)	38,500	\$3.0776	Tra Lin Corp.
<u>Madison</u>				
104.	2-TW (0.5%)	38,200	\$3.0998	Superior Plus Energy
<u>Monroe</u>				
105.	2-TW (0.5%)	277,950	\$3.0233	Tra Lin Corp.
106.	2-TW (0.5%) B5	227,500	\$3.1133	Tra Lin Corp.

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Montgomery</u>				
107.	2-MT (0.5%)	65,000	\$2.9401	Mirabito Energy Products
108.	2-TW (0.5%)	20,048	\$3.0890	Sheppard Oil Co. Inc.
109.	KERO (Heating)	4,500	\$3.6713	Superior Plus Energy
<u>Nassau</u>				
110.	2-MT (0.3%) NYC	2,829,752	\$2.9228	Isobunkers LLC
111.	2-TW (0.3%) NYC	1,911,824	AWARD PENDING	
112.	2-TW (0.3%) NYC B5	4,200	\$3.1928	Metro Fuel Oil Corp.
<u>New York</u>				
113.	2-MT (0.2%) NYC	440,000	\$2.8812	Hess Corporation
114.	2-MT (0.2%) NYC B5	225,000	\$3.1328	Metro Fuel Oil Corp.
115.	2-TW (0.2%) NYC	145,500	AWARD PENDING	
116.	2-TW (0.2%) NYC B5	80,000	\$3.1178	Metro Fuel Oil Corp.
117.	4-MT (0.3%)	53,000	\$3.0484	Metro Fuel Oil Corp.
118.	6-MT (0.3%)	2,200,000	\$2.9371	Metro Fuel Oil Corp.
<u>Niagara</u>				
119.	2-TW (0.5%)	21,077	\$3.0792	NOCO Energy Corp.
<u>Oneida</u>				
120.	2-MT (0.5%)	1,049,500	\$2.9293	Mirabito Energy Products
121.	2-MT (0.5%) B5	220,000	\$3.0840	Mirabito Energy Products
122.	2-TW (0.5%)	433,350	\$3.0698	Superior Plus Energy
123.	2-TW (0.5%) B5	33,450	\$3.4440	Mirabito Energy Products
124.	KERO (Heating)	22,345	\$3.5663	Superior Plus Energy
<u>Onondaga</u>				
125.	2-MT (0.5%)	125,000	\$2.8991	Mirabito Energy Products
126.	2-TW (0.5%)	156,700	\$3.0491	Mirabito Energy Products
127.	2-TW (0.5%) B5	90,000	NO AWARD - NO BIDS RECIEVED	
128.	KERO (Heating)	6,000	\$3.6665	Mirabito Energy Products
<u>Ontario</u>				
129.	2-MT (0.5%)	10,000	\$2.9680	Superior Plus Energy
130.	2-TW (0.5%)	16,500	\$3.0580	Superior Plus Energy
131.	2-TW (0.5%) B5	25,000	\$3.1333	Tra Lin Corp.
132.	KERO (Heating)	7,500	\$3.3550	Townsend Energy

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Orange</u>				
133.	2-MT (0.5%)	1,395,100	2.9224	Hess Corporation
134.	2-MT (0.5%) B5	645,000	\$3.0941	Sprague Energy Corp.
135.	2-TW (0.5%)	630,755	\$3.1084	Heritagenergy Inc.
136.	2-TW (0.5%) B20	2,000	NO AWARD - NO BIDS RECIEVED	
137.	2-TW (0.5%) B5	212,950	NO AWARD - NO BIDS RECIEVED	
138.	KERO (Heating)	10,000	NO AWARD - NO BIDS RECIEVED	
<u>Orleans</u>				
139.	2-TW (0.5%)	37,500	\$3.0038	NOCO Energy Corp.
140.	6-MT (1.5%)	80,000	NO AWARD	
141.	KERO (Heating)	10,000	\$3.3550	Townsend Energy
<u>Oswego</u>				
142.	2-TW (0.5%)	178,447	\$3.0299	Mirabito Energy Products
143.	6-MT (0.5%)	850,000	\$2.7361	Hess Corporation
144.	KERO (Heating)	1,500	\$3.6665	Mirabito Energy Products
<u>Otsego</u>				
145.	2-MT (0.5%)	147,500	\$2.9200	Mirabito Energy Products
146.	2-TW (0.5%)	38,200	\$3.1230	Mirabito Energy Products
<u>Putnam</u>				
147.	2-MT (0.5%)	48,000	\$2.9361	Mansfield Oil Company
148.	2-TW (0.5%)	66,560	\$3.3790	Scalfani Petroleum Inc.
149.	2-TW (0.5%) B5	15,500	\$3.3790	Scalfani Petroleum Inc.
150.	KERO (Heating)	4,600	NO AWARD - NO BIDS RECIEVED	
<u>Queens</u>				
151.	2-MT (0.2%) NYC	480,000	\$2.9400	East Coast Petroleum Inc
152.	2-MT (0.2%) NYC B5	290,000	\$3.1578	Metro Fuel Oil Corp.
153.	2-TW (0.2%) NYC	162,500	AWARD PENDING	
154.	2-TW (0.2%) NYC B5	7,500	\$3.1778	Metro Fuel Oil Corp.
155.	4-MT (0.3%)	10,000	\$3.1000	East Coast Petroleum Inc
156.	6-MT (0.3%)	10,000	\$3.0196	Metro Fuel Oil Corp.
<u>Rensselaer</u>				
157.	2-MT (0.5%)	115,000	\$2.9261	Mansfield Oil Company
158.	2-TW (0.5%)	360,050	\$3.0570	Main Brothers Oil Co.
159.	6-MT (0.5%)	100,000	\$2.6751	Hess Corporation
160.	KERO (Heating)	21,000	\$3.6453	Mirabito Energy Products

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Richmond</u>				
161.	2-MT (0.2%) NYC	45,000	\$2.9291	Isobunkers LLC
162.	2-TW (0.2%) NYC	189,900	AWARD PENDING	
163.	2-TW (0.2%) NYC B5	155,500	\$3.1878	Metro Fuel Oil Corp.
<u>Rockland</u>				
164.	2-MT (0.3%) NYC	322,000	\$2.8835	Hess Corporation
165.	2-MT (0.3%) NYC B5	51,000	\$3.0646	Sprague Energy Corp.
166.	2-TW (0.3%) NYC	246,344	\$3.2490	M. Spiegel & Sons Oil
167.	2-TW (0.3%) NYC B5	2,700	NO AWARD - NO BIDS RECIEVED	
168.	6-MT (0.3%)	500,000	\$3.1466	County Oil Co. Inc.
<u>St Lawrence</u>				
169.	2-MT (0.5%)	82,000	\$2.9456	Superior Plus Energy
170.	2-TW (0.5%)	91,248	\$3.1240	MX Petroleum Corp.
171.	6-MT (1.5%)	180,000	\$2.4559	Sprague Energy Corp.
172.	KERO (Heating)	4,560	\$3.6315	MX Petroleum Corp.
<u>Saratoga</u>				
173.	2-MT (0.5%)	330,000	\$2.9180	Mirabito Energy Products
174.	2-TW (0.5%)	106,500	\$3.0610	Main Brothers Oil Co.
175.	2-TW (0.5%) B20	500	NO AWARD - NO BIDS RECIEVED	
176.	6-MT (0.3%)	400,000	\$3.0366	Mirabito Energy Products
177.	KERO (Heating)	11,000	\$3.7255	G A Bove & Sons
<u>Schenectady</u>				
178.	2-MT (0.5%)	140,000	\$2.9090	Mirabito Energy Products
179.	2-MT (0.5%) B5	20,000	\$3.0275	Sprague Energy Corp.
180.	2-TW (0.5%)	81,800	\$3.0567	Mirabito Energy Products
181.	KERO (Heating)	5,000	\$3.6253	Mirabito Energy Products
<u>Schoharie</u>				
182.	2-MT (0.5%)	30,000	\$2.9271	Mirabito Energy Products
183.	2-MT (0.5%) B5	24,000	\$3.0339	Sprague Energy Corp.
184.	2-TW (0.5%)	261,150	\$3.0819	Main Brothers Oil Co.
<u>Schuyler</u>				
185.	2-MT (0.5%)	54,725	\$2.9683	Mansfield Oil Company

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Seneca</u>				
186.	2-MT (0.5%)	635,000	\$2.9225	Superior Plus Energy
187.	2-MT (0.5%) B5	800,000	\$3.3309	Ascent Aviation Group Inc
188.	2-TW (0.5%)	49,200	\$3.1550	Townsend Energy
189.	2-TW (0.5%) B5	5,000	\$3.4809	Ascent Aviation Group Inc
190.	KERO (Heating)	4,000	\$3.3550	Townsend Energy
<u>Steuben</u>				
191.	2-MT (0.5%)	11,000	\$2.9790	Superior Plus Energy
192.	2-TW (0.5%)	26,770	\$3.1840	Superior Plus Energy
193.	KERO (Heating)	3,000	\$3.8305	Superior Plus Energy
<u>Suffolk</u>				
194.	2-MT (0.5%) NYC	578,500	\$2.9698	Global Montello Group Corp
195.	2-MT (0.5%) NYC B5	2,000	\$3.0995	Sprague Energy Corp.
196.	2-TW (0.5%) NYC	1,089,129	\$3.0117	Metro Fuel Oil Corp.
197.	2-TW (0.5%) NYC B5	104,000	\$3.1405	Metro Fuel Oil Corp.
<u>Sullivan</u>				
198.	2-MT (0.2%) B5	900,000	\$3.0424	Sprague Energy Corp.
199.	2-MT (0.5%)	263,000	\$2.9455	Mansfield Oil Company
200.	2-TW (0.5%)	501,069	\$3.0100	County Petroleum Products
201.	2-TW (0.5%) B5	26,500	NO AWARD - NO BIDS RECIEVED	
202.	KERO (Heating)	8,020	\$3.3890	County Petroleum Products
<u>Tioga</u>				
203.	2-MT (0.5%)	92,500	\$2.9290	Superior Plus Energy
204.	2-TW (0.5%)	7,000	\$3.0740	Mirabito Energy Products
<u>Tompkins</u>				
205.	2-TW (0.5%)	38,125	\$3.2885	Superior Plus Energy
206.	KERO (Heating)	13,760	\$3.7850	Superior Plus Energy

(continued)

<u>Item No.</u>	<u>Grade and Delivery Method</u>	<u>Quantity Based on Filed Requirements (Gallons/Yr)</u>	<u>Price per Gallon</u>	<u>Contractor</u>
<u>Ulster</u>				
207.	2-MT (0.2%) B5	1,290,000	\$2.9988	Sears Petroleum & Transport
208.	2-MT (0.5%)	805,514	\$2.9155	Hess Corporation
209.	2-TW (0.5%)	497,531	\$3.1029	Heritagenergy Inc.
210.	6-MT (0.3%)	670,000	\$3.0013	Hess Corporation
<u>Warren</u>				
211.	2-MT (0.5%)	267,000	\$2.9380	Mirabito Energy Products
212.	2-TW (0.5%)	136,575	\$3.0819	Main Brothers Oil Co. Inc.
213.	KERO (Heating)	7,700	\$3.8255	G. A. Bove & Sons
<u>Washington</u>				
214.	2-MT (0.5%)	313,505	\$2.9211	Mirabito Energy Products
215.	2-TW (0.5%)	252,400	\$3.0656	Main Brothers Oil Co. Inc.
216.	2-TW (0.5%) B5	10,000	\$3.6520	Main Brothers Oil Co. Inc.
217.	6-MT (0.5%)	1,700,000	\$2.6699	Hess Corporation
218.	KERO (Heating)	34,025	\$3.8255	G. A. Bove & Sons
<u>Wayne</u>				
219.	2-TW (0.5%)	10,700	\$3.0898	Tra Lin Corp.
220.	KERO (Heating)	3,000	\$3.3550	Townsend Energy
<u>Westchester</u>				
221.	2-MT (0.3%) NYC	2,514,304	\$2.9279	Isobunkers LLC
222.	2-MT (0.3%) NYC B20	9,000	\$3.3142	Sprague Energy Corp.
223.	2-MT (0.3%) NYC B5	182,600	\$3.0378	Sprague Energy Corp.
224.	2-TW (0.3%) NYC	3,075,837	\$3.0280	Metro Fuel Oil Corp.
225.	2-TW (0.3%) NYC B5	232,247	\$3.1878	Metro Fuel Oil Corp.
226.	4-MT (0.3%)	86,000	\$3.1200	East Coast Petroleum Inc
<u>Wyoming</u>				
227.	2-MT (0.5%)	15,000	\$2.9580	Superior Plus Energy
228.	2-TW (0.5%)	10,000	\$3.0408	NOCO Energy Corp.
229.	KERO (Heating)	2,000	\$3.3500	Townsend Energy
<u>Yates</u>				
230.	2-TW (0.5%)	6,775	\$3.1390	Superior Plus Energy

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GUARANTEED DELIVERY SCHEDULE

<u>Contractor</u>	<u>Emergency Delivery</u>	<u>Normal Delivery</u>
Adirondack Energy	24 hrs.	48 hrs.
Ascent Aviation Group, Inc.	12 hrs.	24 hrs.
Chief Energy Corp.	24 hrs.	48 hrs. – Award Pending
County Oil Company, Inc.	12 hrs.	24 hrs.
County Petroleum Products, Inc.	4 hrs.	24 hrs.
East Coast Petroleum, Inc.	12 hrs.	24 hrs.
G.A. Bove & Sons	24 hrs.	24 hrs.
Global Montello Group Co.	12 hrs.	48 hrs.
Heritagenergy, Inc.	6 hrs.	24 hrs.
Hess Corporation	24 hrs.	24 hrs.
ISObunkers, LLC	24 hrs.	48 hrs.
M. Spiegel & Sons Oil Corp.	24 hrs.	72 hrs.
Main Brothers Oil Co., Inc.	24 hrs.	48 hrs.
Mansfield Oil Co.	24 hrs.	24 hrs.
Metro Fuel Oil	48 hrs.	48 hrs.
Mirabito Energy Products	24 hrs.	48 hrs.
Morgan Fuel and Heating	24 hrs.	48 hrs.
MX Petroleum Corp.	24 hrs.	48 hrs.
NOCO Energy Corp.	24 hrs.	24 hrs.
Sclafani Petroleum	24 hrs.	2 hrs.
Sears Petroleum Products	6 hrs.	24 hrs.
Shepard Oil Co., Inc.	12 hrs.	24 hrs.
Sprague Energy Corp.	24 hrs.	48 hrs.
Superior Plus Energy Inc.	24 hrs.	48 hrs.
Townsend Oil Corp.	24 hrs.	48 hrs.
Tra-Lin Corp.	24 hrs.	12 hrs.
Valley Oil Co.	48 hrs.	48 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.

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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.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-486-1255.

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 referenced in the bid documents for this contract award.

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.ny.gov).

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 shall be firm and price revisions will be permitted in accordance with the PRICE REVISION CLAUSE set forth in this Group Specification 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 shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B, under Section 18 included with this Invitation for Bids.

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.

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PRICE: (cont'd)

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.

PRICE REVISIONS FOR STANDARD GRADES:

Contract prices for No. 2 (.2%), No. 2 (.3%), No. 2 (.5%), No. 4 (1.5%), No. 4 (0.3%), No. 6 (1.5%), No. 6 (0.3%), No. 6 (0.5%) shall be 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, 2011 and the posted price on every Thursday during the contract period beginning with the JOC Group Oil Price Daily of August 18, 2011. 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. Base prices are listed in the Invitation for Bids, for each reference. The term "Posting Day" 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" elsewhere herein.

PRICE REVISIONS FOR BIOFUEL BLEND:

Contract prices for No. 2B5 and No. 2B20 shall be firm except that price revisions will be permitted in accordance with the following procedures:

The B5 Bioheating fuel pricing shall be based on 95% of the No. 2 average as described above plus 5% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's published Price (Wednesday's settlement Price) then using a multiplier of 7.6465 to convert to gallons.

The B20 Bioheating fuel pricing shall be based on 80% of the average as described above plus 20% of the Soybean Oil price based on the posted price of Soybean Oil per pound as shown in The Wall Street Journal's "Cash Prices - Fats and Oils" for each Thursday's published Price (Wednesday's settlement Price) then using a multiplier of 7.6465 to convert to gallons.

Follow these steps to compute No. 2B5 & No. 2B20 price changes:

- EXAMPLE BASED ON No. 2B20 -

- Convert Soybean Oil price from lbs. to gallons using the multiplier of 7.6465 (Wall Street Journal's Wednesday's settlement price)
- Calculate 20% of converted weekly Soybean Oil price per gallon
- Calculate 80% of the No. 2 fuel oil average posted price specific to fuel type (JOC Group Oil Price Daily Thursday's posting)
- Add Soybean Oil price to Fuel Oil price
- Add/Subtract total from base price (page 8 IFB) Based on a + or - figure
- Add this adjustment to your initial bid price each week
- These prices become effective on Friday of each week for the entire contract

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DESIGNATED PRICE INDEXES
JOC GROUP OIL PRICE DAILY/WALL STREET JOURNAL

The following postings will be 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 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. 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. Likewise, in the counties where “NYC” is not indicated but there is a requirement for No. 2 (0.2%) Albany Reseller will be used.
2. No. 2B5 and No. 2B20 shall be revised in accordance with the No. 2 fuel oil revisions (as listed above) and the Wallstreet Journal’s Cash Prices – Fats and Oils (for the soy portion of the price)
3. 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;
4. Nos. 4 and 6 Regular Grades (1.5%) shall be revised in accordance with the Albany Reseller Prices, No. 4 (1.5%) or No. 6 (1.5%);
5. No. 6 (.5%) shall be revised in accordance with the Albany Reseller listings;
6. In all cases, the simple average of the low/high prices published will be utilized to calculate adjustments. In case of single listed price, single price will be used for the calculation.

Special attention is directed to page 35, Sulfur in Fuel Limitations.

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.

(continued)

(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 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.

DELIVERY SCHEDULES:

In accordance with the "EXTENSION OF PRICES" clause herein, the contracts issued as a result of this Award are extended to Political Subdivisions as well as State agencies. The delivery schedules (based on Requirement submissions) which are a part of this specification and are provided as a guide to indicate proposed delivery points and estimated annual requirements. **Bidders are advised that these delivery schedules may be revised up to the date of the bid opening to accommodate the addition of delivery points and quantities.** 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 shall be obligated to deliver under the resulting 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 submitted a requirement with Procurement Services Group as of the date of the bid opening shall be eligible to receive deliveries at the Contractor's option only, upon placement of a valid purchase order to the Contractor's address as indicated in the 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. In the delivery schedule where

“Standby” is indicated, this reflects those facilities which normally use a fuel supply (i.e. natural gas) other than fuel oil and will only use fuel oil when alternate fuel 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). 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.

(continued)

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 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.

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 including Bio-blends B5 or B20, at their option, may provide a winter blend upon agency request. Invoice for winter blend will show separate pricing for No. 2, including bio-blends and kerosene as necessary. The price for No. 2, including bioblends, 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. If additives rather than Kerosene is used to provide winter protection, the contractor is allowed to charge market price for additive, and as with Kerosene, list price as a separate line item on invoice.

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.

(continued)

QUALIFICATIONS:

The Contractors delivery trucks for Kerosene and No. 2, including bio-blends, except motor transports, are equipped with meters to accurately measure the quantity of oil. Motor transports for the delivery of Kerosene, Nos. 2, 4 and 6 oil shall be accurately gauged as to shell capacity and sealed by the State Bureau of Weights and Measures or the local authority having jurisdiction. Each compartment shall have the gauged capacity indicated thereon and payment will not be made for any quantities in excess of this capacity. Contractor shall furnish certified calibration charts for motor transport delivery if requested by using agency. Compartments shall be filled to the gauge mark with vehicle parked on a level surface at point of shipment.

Tank wagons used for the delivery of Kerosene and No. 2, including bio-blends must have meter with ticket printer which will provide a printed receipt giving an accurate accounting of the amount of fuel delivered. Delivery ticket shall be locked in the Printer from the start of delivery until the delivery is completed and recorded. Notwithstanding the foregoing, applicable provisions of New York State law which may impose more stringent metering requirements shall govern the contractor.

SPECIAL NOTE (No. 6):

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 (No. 4 and No. 6):

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-749 dated March 3, 2011. 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 the purchasing officer listed on the front of the Invitation for Bids.

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 (most recent version) [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 D287 (most recent version), 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.

(continued)

VOLUME CORRECTION (No. 4 and No. 6): (cont'd)

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.

VOLUME CORRECTION FOR No. 2 FUEL OIL IS NOT APPLICABLE TO THIS CONTRACT

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 including bio-fuels.

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:

If requested, and after the **WRITTEN** request of the purchaser and **WRITTEN** notification to the agency from the contractor, the contractor will furnish automatic replenishment for tanks larger than 375 gallons. Automatic replenishment for tanks 375 gallons or less will be at the contractor's option. The contractor shall maintain a record of the estimated consumption of fuel oil, Kerosene, or No. 2, including bio-fuels, 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 and accepted the **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.

<u>MINIMUM LEVEL</u>	<u>TOTAL - TANK CAPACITY/GALS</u>
10%	376 - 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.

(continued)

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 customers' 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 D396-06-Standard Specifications for fuel oil

FOR RESIDUAL OIL: (In addition to items 1 - 6)

- 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 (most recent version) [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.

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.

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.

(continued)

NON-COMPLYING PRODUCT DELIVERY: (Cont'd)

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 gallon 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.

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.) For details on viscosity and viscosity measurement, please refer to section labeled "VISCOSITY" on page 33 of this document.

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.)

(continued)

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 gallons delivered.

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 No. 1, No. 2 and Bio-blend fuels 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, most recent edition.

ACRONYMS AND DEFINITIONS:

ASTM:

The acronym, "ASTM" shall be used as a designation for the American Society for Testing and Materials. All ASTM references in the specification are understood to refer to the most recent edition of that specification/standard.

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.

No. 2B5 (#2B5)

The symbol No. 2B5 or #2B5 shall be used as a grade designation for distillate fuel oil that is a mix of 95% petroleum and 5% soy based product.

(continued)

ACRONYMS AND DEFINITIONS: (Cont'd)

No. 2B20 (#2B20)

The symbol No. 2B20 or #2B20 shall be used as a grade designation for distillate fuel oil that is a mix of 80% petroleum and 20% soy based product.

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.

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.

All products provided shall be homogenous fuel oil, kerosene or Bio-fuel blends suitable for burner appliances, and they shall conform to the requirements of ASTM D396 (Fuel Oil), ASTM D3699 (Kerosene), ASTM D6751, Bio-fuels 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 (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 (IP #75/82), latest revision thereof, or approved equivalent method; or the sum of the results of ASTM D95 (IP #74/84) plus (+) ASTM D473 (IP #53/82), latest revision thereof, or approved equivalent method, relative to the individual characteristics of the product being tested.

(continued)

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 (IP #71-84), latest revision thereof, or approved equivalent method, and ASTM D2161-05, 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 contractor's delivery ticket will state the fuel's viscosity (cSt, SUS, SFS).

NITROGEN:

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

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 or D4294 (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, Table II and Table III 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 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 (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.

(continued)

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, Table II and Table III, 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, latest revision".

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

SUMMARY OF EPA SULFUR CONTENT (REQUIREMENTS)

Sulfur in Fuel Limitation (Effective on January 1, 1988)

Geographical Area of the State	Oil (Maximum percent sulfur) <u>by weight - ASTM - D129 or D4294</u> (or legal local limit per EPA requirements when stricter)		Solid Fuel (Pounds of sulfur per million BTU gross heat content)
	Residual #4 & #6	Distillate #1 & #2 and BioFuel Blends B5 & B20	
	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	36	35	30	20
Maximum:	D287 D4052	52	46	38	30
Flash Point; °F Minimum:		100	100	----	----
Minimum:	D93	----	----	120	130
Freeze Point, °F Maximum:	D2386	-22°F	----	----	----
Pour Point, °F Maximum:	D97	----	-9	21	21
Water & Sediment, % Volume, Maximum:	D1796 D95 + D473	None	Trace	Trace	0.5
Viscosity, SUS/100°F Maximum:	D2161 D445 (IP #71-84)	----	33	38	125
Minimum:		----	----	33	45
Viscosity, Kinematic, Maximum:	D445 (IP #71-84)	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	----	0.10	0.35	----
based on Total residue:		----	----	----	9.0
Ash, % maximum by weight:	D482	----	0.05	0.05	0.1
Corrosion, Maximum 3 hours @ 122°F	D130	Strip #3	Strip #3	Strip #3	----
Sulfur, wt. % Maximum	D129	0.04 Or Legal Local Limit Per EPA requirements when stricter	0.50	0.50	1.5
BTU Per Gallon, Minimum (Bomb Calorimeter)	D240	131,000	136,000	139,000	143M
Cloud Point, °F Nominal	D97	-35	-35	40	---

(continued)

NOTES ON CLOUD POINT REQUIREMENTS:

This note is intended to provide information and guidance to end users of the fuels described in the Table I with respect to cloud point requirements and to low temperature performance of these fuels in general. Cloud point of fuel is the temperature at which wax crystals begin to form in the fuel and, as such, can be an indicator of the temperature at which users may begin to experience operational problems relating to filter clogging, etc. However, numerous factors can contribute to operational problems relating to fuel temperature including filter type, condition, fuel feed rate, fuel viscosity, equipment condition and numerous other factors. For these reasons, cloud point may not necessarily well correlate with such problems, but may be used as an indicator of temperatures where users may begin to experience operational difficulties. It should be noted that the No. 2 fuel oil specification (ASTM D396) does not contain requirements for cloud point. It is important for end users to realize that the cloud point requirements listed need to be viewed as guidance regarding fuel considerations in low temperature conditions. Users having fuel storage locations that are known to experience temperatures as low or lower than the cloud points listed should consult with the fuel vendor to assure that fuel delivered to such locations will be appropriate for low temperature storage and use. Some measures to consider in consultation with fuel vendors may be the use of fuel additives or the further blending of fuel with very low pour point/cloud point fuels such as kerosene. Such measures are the sole responsibility of the end users and should be discussed and arranged with fuel vendors in advance of any delivery. Please see the section WINTER BLEND REQUIREMENTS earlier in this document for further guidance.

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, 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

(continued)

TABLE II

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

A.S.T.M. Test No.	1.50% Max. Sulfur D129 or D4294	1.00% Max. Sulfur D129 or D4294	0.50% Max. Sulfur D129 or D4294	0.30% Max. Sulfur D129 or D4294
Gravity (60°F) D287	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	Min. 140	Min. 140	Min. 140	Min. 140
Viscosity at 122°F D2161	Min. 140 Max. 300	Min. 100 Max. 300	Min. 50 Max. 300	Min. 30 Max. 300
NOTE: Viscosity Std. per ASTM #D396, Table #2, Saybolt Furol Seconds [DO NOT REVISE].				
<u>All #6 fuel oil regardless of sulfur content:</u>				
Water by Distillation (D95): Sediment by Extraction (D473): Total Water & Sediment: (D95 + D473 or D1796)	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	Max. 0.100	Max. 0.100	Max. 0.100	Max. 0.100
Carbon Residue, % Weight based on Total residue: D189				17% max. regardless of sulfur content
BTU per gallon D240	Min. 149,000	Min. 147,000	Min. 144,000	Min. 143,000

(continued)

BIOFUEL:

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 "Biofuel Usage Considerations" before deciding to purchase and use these fuels.

ACRONYMS AND DEFINITIONS:

Biofuel (Also known as Biodiesel or B100):

BioFuel 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. ASTM D6751 covers low sulfur Biofuel (B100) for use as a blend component with diesel or other fuel oils.

No. 2B5 and No 2B20:

Mixtures of Biofuel with normal commercial No. 2 petroleum-based heating fuel meeting the requirements of ASTM D396 (Fuel Oil). Such blends are also widely known as "Bioheat", a name trademarked by the National Biodiesel Board.

BIOFUEL USAGE CONSIDERATIONS:

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

Fuel Filters: Fuel filters on the system should be checked frequently upon initial Biofuel blend use and changed as necessary. Biofuel 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 No. 2 fuel can leave a deposit in the bottom of fueling lines, tanks, and delivery systems over time. The use of Biofuel blends can dissolve this sediment and result in the need to change filters more frequently when first using Biofuel blends until the whole system has been cleaned of the deposits left by the petroleum based No. 2 fuel.

Solvent Properties: Biofuel and blends are an excellent solvent. They can, if left on a painted surface long enough, dissolve certain types of paints. Therefore, it is recommended to wipe any Biofuel blend spills from painted surfaces immediately. In addition, Biofuel 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 systems should be contacted for specific information and concerns in this area.

Spontaneous Combustion: Biofuel 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. Biofuel soaked rags should be stored in a safety can or dried individually to avoid the potential for spontaneous combustion.

(continued)

BIOFUEL USAGE CONSIDERATIONS: (Cont'd)

Storage: All fuels have a shelf life. This is also true with Biofuel and Biofuel blends. Available data indicate that B5 and B20 Biofuel blends should be used within six months of manufacture. Fuels determined to have a Total Acid Number (by ASTM D664) of greater than 0.80 KOH/g are not recommended for use.

OEM Considerations: **BEFORE** deciding to use B5 and B20 fuel, prospective users should make sure they have checked with the manufacturers of their equipment for considerations and concerns related to that usage.

FURTHER INFORMATION: Additional information regarding Biofuel can also be obtained from National Biodiesel Board at (800) 841-5849 or at their website at:
<http://www.biodiesel.org/markets/hom/faqs.asp>

FINISHED FUEL REQUIREMENTS FOR B5 AND B20 BIOFUEL:

MATERIAL: The finished B5 and B20 Biofuel blends shall be prepared using the following feedstocks:

#2 Fuel: As described above and meeting the requirements of ASTM D396 (Fuel Oil) and those listed in Table 1 of this spec.

Biofuel (B100) Fuel: Biofuel 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 "Standard Specification for Biodiesel Fuel (B100) Blend Stock for Distillate Fuels" and having a Specific Gravity (60⁰F/60⁰F) of between 0.860 -0.900.

WORKMANSHIP:

The finished B5 or B20 Bioheating fuel blend shall be completely blended to form a homogeneous mixture, visually free from undissolved water, sediment, and suspended matter. It shall be clear and bright when tested in accordance with ASTM D4176, procedure 1 or 2.

PHYSICAL AND CHEMICAL REQUIREMENTS:

The Biofuel portion of the finished B5 or B20 Bioheating fuel blends shall be 5% or 20% by volume of B100 Biofuel with a tolerance of +/-1%. Remaining 95% or 80% of the final blend shall be composed of #2 fuel . Final blended product shall meet the requirements listed in Table 3 below.

(continued)

TABLE III:

<u>PARAMETER</u>	<u>TEST METHOD</u>	<u>REQUIREMENTS</u>	
		B5	B20
Gravity, ⁰ API Min:	Any of the following:	29.8	29.1
Max:	D1298	37.7	37.0
	D287		
	D4052		
Flash Point, ⁰ F Minimum:	D93	120	120
Pour Point, ⁰ F Maximum:	D97	21	22
Water & Sediment, % Volume, Maximum:	D1796 or D95 & D473	Trace	Trace
Viscosity, SUS/100 ⁰ F			
Maximum:	D445	38	40
Minimum:	D2161	33	33
Carbon Residue, % Max. (w/w) based on 10% distillate residue	D189	0.35	0.35
Ash, % Max. (w/w):	D482	0.05	0.05
Corrosion, Maximum 3 Hours @ 122 ⁰ F	D130	3	3
Sulfur, % Maximum (w/w): NOTE: Legal local limit to prevail per EPA requirements when stricter	D129	0.5	0.5
BTU per Gallon, Minimum:	D240	138,000	137,000
Cloud Point, ⁰ F, Nominal: See note below	D2500	40	39

NOTES on Cloud Point Requirements: This note is intended to provide information and guidance to end users of the fuels described in the table III with respect to cloud point requirements and to low temperature performance of these fuels in general. Cloud point of fuel is the temperature at which wax crystals begin to form in the fuel and, as such, can be an indicator of the temperature at which users may begin to experience operational problems relating to filter clogging, etc. However, numerous factors can contribute to operational problems relating to fuel temperature including filter type, condition, fuel feed rate, fuel viscosity, equipment condition and numerous other factors. For these reasons, cloud point may not necessarily well correlate with such problems, but may be used as an indicator of temperatures where users may begin to experience operational difficulties. It should be noted that neither the B100 specification (ASTM D6751) nor the No. 2 fuel oil specification (ASTM D396) contain requirements for cloud point. It is important for end users to realize that the cloud point requirements listed need to be viewed as guidance regarding fuel considerations in low temperature conditions. Users having fuel storage locations that are known to experience temperatures as low or lower than the cloud points listed should consult with the fuel vendor to assure that fuel delivered to such locations will be appropriate for low temperature storage and use. Some measures to consider in consultation with fuel vendors may be the use of fuel additives or the further blending of fuel with very low pour point/cloud point fuels such as kerosene. Such measures are the sole responsibility of the end users and should be discussed and arranged with fuel vendors in advance of any delivery. Please see the section WINTER BLEND REQUIREMENTS earlier in this document for further guidance.

(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%) |

Is this a Biofuel Blend? **YES** **NO**

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 D396-06 - 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, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

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