

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22458](#)

DATE: November 7, 2014

GROUP: 05900 – NATURAL GAS
(Various Agencies Specific Locations)

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

James Patrick
Contract Management Specialist I
(518) 408-1026
James.patrick@ogs.ny.gov

CONTRACT PERIOD: November 1, 2012 to
December 31, 2014

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/ Natural Fuel Resources, Inc.
Direct Energy Business Marketing LLC

CONTRACT NO(S): PC65764
PC66633

SUBJECT: Two Month Contract Extensions for specific lots.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The following contracts and lots have been extended to December 31, 2014.
These lot locations will be on new contracts starting January 1, 2015 under award 22776.

Natural Fuel Resources, Inc. contract PC65764 for Lot 13 only and
Direct Energy Business Marketing contract PC66633 for Lot #15 only.

Lot # 13 Mohawk Valley Psychiatric Center and Hutching Psychiatric Center

Lot#15 OMH Rockland Psychiatric Center and OMH Cook Chill Center

All other terms and conditions of this award remain unchanged.
Please contact this office if you have any questions.

New York State Office Of General Services
NYS Procurement
Corning Tower Building
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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22458](#)

DATE: October 17, 2014

GROUP: 05900 – NATURAL GAS
(Various Agencies Specific Locations)

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

James Patrick
Contract Management Specialist I
(518) 408-1026
James.patrick@ogs.ny.gov

CONTRACT PERIOD: November 1, 2012 to
October 31, 2014

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/ Direct Energy Business Marketing LLC

CONTRACT NO(S): PC66398 to new contract number PC66633

SUBJECT: Contract Assignment from Hess PC66398 to Direct Energy PC66633

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately contract **PC66398** Hess Energy Marketing has been assigned to Direct Energy Business Marketing LLC with a new contract number **PC66633**

For all transactions previously conducted under PC66398 Hess Energy Marketing is now to be conducted under **Direct Energy Business Marketing LLC**
Federal ID # 80-0909818
NY State Vendor ID # 1100124613.

Please adjust any outstanding Purchase Orders and/or invoices to reflect the change in the contract number and contractor.

All other terms and conditions of this award remain unchanged.
Please contact this office if you have any questions.

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

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22458](#)

DATE: June 24, 2014

GROUP: 05900 – NATURAL GAS
(Various Agencies Specific Locations)

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

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

CONTRACT PERIOD: November 1, 2012 to
October 31, 2014

OTHER AUTHORIZED USERS

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

CONTRACTOR(S)/ Hess Corporation

CONTRACT NO(S): PC65763

SUBJECT: CONTRACT ASSIGNMENT

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised the above listed contract has been assigned.

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

Hess Energy Marketing, LLC	Contract number PC66398
One Hess Plaza	Federal ID 980079816
Woodbridge, NJ 07095	Vendor ID 100002701
Kevin George	
Phone: 800-337-7265	
Fax: 732-750-6927	
kgeorge@hess.com	

All other terms and conditions of this award remain unchanged. Please contact this office if you have any questions.

(continued)

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 05900 – NATURAL GAS (Firm Supply - Indexed Price) (Interruptible Supply-Indexed Price) Classification Code(s): 15
Award Number	:	22458 (Replaces Award 22023)
Contract Period	:	November 1, 2012 – October 31, 2014
Bid Opening Date	:	February 29, 2012
Date of Issue	:	February 29, 2012
Specification Reference	:	As Incorporated In The Intent to Bid, IFB and Purchasing Memo dated February 24, 2012
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Colleen Messier	Procurement Services Group
Title : Purchasing Officer I	Customer Services
Phone : 518-474-1108	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : colleen.messier@ogs.ny.gov	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 describes a contract for the purchase of Indexed Firm and Indexed Interruptible Supply of Natural Gas to the city-gate of the facilities listed herein.

PR # 22458

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC65762	COLONIAL ENERGY, INC. 3975 FAIR RIDGE DRIVE FAIRFAX, VA 22033	703-218-3048 David Arndt FAX: 703-218-3059 E-mail: darndt@colonialenergy.com	582209516 1000041068
PC65763	HESS CORPORATION ONE HESS PLAZA WOODBIDGE, NJ 07095	800-437-7265 Kevin George 732-750-6888 FAX: 732-750-6927 E-mail: kgeorge@hess.com	134921002 1000027091
PC65764	NATIONAL FUEL RESOURCES, INC. 165 LAWRENCE BELL DRIVE SUITE 120 WILLIAMSVILLE, NY 14221	800-839-9993 Dan Czechowicz 716-630-6717 FAX: 716-630-6751 E-mail: dczechowicz@nfrinc.com	161408956 1000015905

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

(continued)

NOTE TO AUTHORIZED USERS:

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

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

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

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

LOT 1 - DELIVERY TO CENTRAL HUDSON GAS & ELECTRIC - CITY GATE

INDEXED PRICE/INTERRUPTIBLE SUPPLY

<u>Item No.</u>	<u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	Fishkill Correctional	<u>406,000</u>	
<u>LOT 1 - Total Quantities</u> (Item 1)		406,000	NO AWARD (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

(continued)

LOT 2 - DELIVERY TO CENTRAL HUDSON GAS & ELECTRIC - CITY GATE

INDEXED PRICE/FIRM SUPPLY

Item No. Agency	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Fishkill Correctional	406,000	
<u>LOT 2 - Total Quantities</u> (Item 1)	406,000	\$1.4702** (INDEXED PRICE/FIRM SUPPLY)

*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.
 **This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 2: COLONIAL ENERGY, INC.

LOT 3 - DELIVERY TO CENTRAL HUDSON GAS & ELECTRIC - CITY GATE

INDEXED PRICE/INTERRUPTIBLE SUPPLY

Item No. Agency	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Hudson River Psy. Center	11,880	
<u>LOT 3 - Total Quantities</u> (Item 1)	11,880	\$.5198** (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.
 **This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 3: COLONIAL ENERGY, INC.

PIPELINE: COLUMBIA GAS TRANSMISSION CO.

(continued)

LOT 4 - DELIVERY TO CENTRAL HUDSON GAS & ELECTRIC - CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Hudson River Psy. Center	<u>11,880</u>	

<u>LOT 4 - Total Quantities</u> (Item 1)	11,880	NO AWARD (INDEXED PRICE/FIRM SUPPLY)
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LOT 5 - DELIVERY TO CON EDISON CITY GATE

INDEXED PRICE/INTERRUPTIBLE SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Bedford Hills Correctional Facility	<u>123,406</u>	

<u>LOT 5 - Total Quantities</u> (Item 1)	123,406	NO AWARD (INDEXED PRICE/INTERRUPTIBLE SUPPLY)
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(continued)

LOT 6 - DELIVERY TO CON EDISON CITY GATE

INDEXED PRICE/FIRM SUPPLY

Item No. Agency	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Bedford Hills Correctional Facility	<u>123,406</u>	
<u>LOT 6 - Total Quantities</u> (Item 1)	123,406	\$1.3294** (INDEXED PRICE/FIRM SUPPLY)

*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.

**This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 6: COLONIAL ENERGY, INC.

LOT 7 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED PRICE/INTERRUPTIBLE SUPPLY

Item No. Agency	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. OGS Utilities Management	242,593	
2. OGS Utilities Management	<u>1,415,363</u>	
<u>LOT 7 - Total Quantities</u> (Items 1- 2)	1,657,956	NO AWARD (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

(continued)

LOT 8 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item No.</u>	<u>Agency</u>	<u>12 Months Approx. Quantity MMBtu's</u>	<u>Basis Cost* per MMBtu's Delivered to LDC City Gate</u>
1.	OGS Utilities Management	242,593	
2.	OGS Utilities Management	<u>1,415,363</u>	

LOT 8 - Total Quantities
(Items 1- 2)

1,657,956

**NO BIDS RECIEVED
(INDEXED PRICE/FIRM SUPPLY)**

LOT 9 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item No.</u>	<u>Agency</u>	<u>12 Months Approx. Quantity MMBtu's</u>	<u>Basis Cost* per MMBtu's Delivered to LDC City Gate</u>
1.	OGS Utilities Management	242,593	
2.	OGS Utilities Management	<u>1,415,363</u>	

LOT 9 - Total Quantities
(Items 1- 2)

1,657,956

\$1.3290
(INDEXED PRICE/FIRM SUPPLY)**

*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.

**This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 9: HESS CORPORATION

(continued)

LOT 10 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED PRICE/ INTERRUPTIBLE SUPPLY

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Hudson Correctional Facility	<u>67,550</u>	

<u>LOT 10 - Total Quantities</u> (Item 1)	67,550	NO AWARD (INDEXED PRICE/ INTERRUPTIBLE SUPPLY)
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LOT 11 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED PRICE/FIRM SUPPLY

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Hudson Correctional Facility	<u>67,550</u>	

<u>LOT 11 - Total Quantities</u> (Item 1)	67,550	\$1.7570** (INDEXED PRICE/FIRM SUPPLY)
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*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.

**This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 11: HESS CORPORATION

(continued)

LOT 14 - DELIVERY TO ORANGE AND ROCKLAND CITY GATE

INDEXED PRICE/ INTERRUPTIBLE SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. OMH Rockland Psy. Center	150,050	
2. OMH Cook Chill Ctr.	<u>14,890</u>	

<u>LOT 14 - Total Quantities</u> (Items 1-2)	164,940	NO AWARD (INDEXED PRICE/ INTERRUPTIBLE SUPPLY)
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LOT 15 - DELIVERY TO ORANGE AND ROCKLAND CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. OMH Rockland Psy. Center	150,050	
2. OMH Cook Chill Ctr.	<u>14,890</u>	

<u>LOT 15 - Total Quantities</u> (Items 1-2)	164,940	\$.6160** (INDEXED PRICE/FIRM SUPPLY)
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*Cost reflects all shrinkage including Fuel Retaining Losses, G.R.I. Surcharge, etc.
 **This cost is added to the Nymex average as described herein to arrive at the city gate price.

CONTRACTOR, LOT 15: HESS CORPORATION

(continued)

REQUEST FOR CHANGE:

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

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate. Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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).

(continued)

DELIVERY SCHEDULE

FOR LOTS 2, 6, 9, 11, 13 and 15 (INDEXED PRICE/FIRM SUPPLY)

Locations in 2, 6, 9, 11, 13 and 15 are utility classified as interruptible transportation rate. If on any day when facility is receiving firm supply and the facility is required by the LDC to switch to an alternative fuel (Event) supplier shall during such Event make a credit or debit adjustment for the excess city gate gas using the following calculations:

FOR NATIONAL GRID

For Sales Upstream of the City Gate:

A). During the months of November through March, the price for the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Dominion North Point. If that is not posted, the Dominion South Point will be used.

B). During the months of April through October, the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Dominion South Point.

For Sales at the City Gate:

A). During the months of November through March, the price for the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Dominion North Point plus DTI Firm transportation variable and fixed charges plus losses to the city gate in effect at the time of the Event. If that is not posted, the Dominion South Point will be used.

B). During the months of April through October, the price for the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Dominion North Point plus DTI Firm transportation variable and fixed charges plus losses to the city gate in effect at the time of the Event.

C). City Gate Sales shall include any LDC that has DTI Primary Delivery Points.

CON EDISON, CENTRAL HUDSON AND ORANGE & ROCKLAND

For Sales Upstream of the City Gate:

A). During any month the price for the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Transco, Zone 6, Non-NY for Central Hudson, Transco NY for Con Edison, and Columbia Appalachia for Orange & Rockland.

For Sales at the City Gate:

A). During any month the price for the excess city gate gas will equal the difference between the contract price and the price reported by Natural Gas Week's Gas Market Reconnaissance for the Event day under Natural Gas Spot Prices for Algonquin City Gate. (Applicable to Central Hudson and Orange and Rockland.) Con Edison will be Transco - NY

(continued)

FACILITY CLOSURE MANDATE:

If as the result of an Executive or Legislative mandate that requires the closure of a facility in any Firm Lot awarded the sole and exclusive remedy for the remainder of that facilities contract requirement shall be settled as follows:

Forward Triggered Volumes:

All remaining Triggered months shall be priced at the difference between the weighted average Trigger Price plus contract Basis Cost minus the Forward Natural Gas Cost plus the Forward Basis Price times the triggered volume. The difference, whether positive or negative, shall be credited or debited accordingly by the Seller to the buyer on that month's invoice.

Non -Triggered Volumes:

Shall be priced at the difference between the contract Basis Cost minus the Forward Basis Price times the remaining monthly contract quantity. The difference, whether positive or negative, shall be credited or debited accordingly by the Seller to the buyer on that month's invoice.

Note: In the event the Forward Basis Price publication does not quote a City Gate basis, the Forward Basis Price shall be calculated by using the quote for the immediate upstream pipeline trading point (i.e. Columbia Gas Appalachia, Dominion South Point) plus the Pipeline Firm Transportation rates in effect if the facility was receiving Firm Supply or in the case of the facility receiving Interruptible Supply the lesser of the Pipelines Interruptible tariff rate or the forward capacity release market for the remaining contract period.

REPORT OF CONTRACT PURCHASES:

ESCO shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. ESCO shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. ESCO shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

	Total Dekatherms Purchased	Total Value Purchased (\$)
All Political Subdivisions/Authorized Users	N/A	N/A
All State Agencies		
TOTAL SALES		\$

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

(continued)

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.

SCOPE:

This contract is for the purchase of natural gas directly from gas suppliers and/or ESCO's for use at the facilities listed herein. This concept is in accordance with gas deregulation actions of the Federal Energy Regulatory Commission, the New York State Legislature and the New York State Public Service Commission.

DEFINITIONS:

Except in those instances where the text states another meaning, the following terms, as used in in this Award shall have the meanings as set forth below:

Alternate Fuel - fuel used other than natural gas

Alternate Transporting Pipeline(s) - the pipeline(s) which transports the gas to the LDC (City gate) when the primary pipeline is unavailable

Average of the last three days of the Close of the NYMEX - shall mean the average of the last three days NYMEX Close (Settlement Price) of the NYMEX for natural gas at the Henry Hub Louisiana delivery point as published in the Wall Street Journal Futures Column and shown on the NYMEX website.

Basis Cost - all costs associated with the acquisition and transportation of natural gas from the ESCO's point of acquisition to the LDC's City gate. This includes all costs associated with balancing services to the burner tip, fuel retainage losses, GRI surcharge, and overhead and profit carried to the fourth decimal place. Basis costs shall be firm for the life of the contract and does not include the commodity cost.

Commodity - Natural Gas

Burner Tip - Consumption at end user's billing meter

Buyer – Authorized agency personnel assigned to trigger gas buy

City gate - The point of interconnection between a pipeline and a Local Distribution Company where gas is delivered to the LDC

Contract - Any contract award resulting from this Invitation for Bids

Contractor - any bidder to whom a contract award has been made by the State as a result of bidding process.

Curtailement - interruption of flowing natural gas supplies imposed by pipelines and LDCs as a result of the demand for transportation service exceeding the capacity of the pipeline

(continued)

DEFINITIONS: (Cont'd)

DTI - Dominion Transmission, Inc.

ESCO – Energy Service Company

Event - Any day when an authorized user is receiving firm supply to the city gate and is required by the LDC to switch to its alternative fuel.

FERC - Federal Energy Regulatory Commission

Forward Basis Price – The forward basis cost shall be the cost quoted from a bonafide service such as Platts, Bloomberg or Clearport that is recognized by the industry as indicative of forward natural gas deliveries. For this Award “Intercontinental Exchange” will be referenced for all awardees.

FT - Firm Transportation

Firm Supply - service that anticipates no interruptions. Firm supply means primary firm, non-recallable primary delivery point capacity to the city gate and does not mean secondary firm supply. All natural gas specified herein as firm supply shall be primary firm supply.

Fuel Retainage Losses - charges for fuel retention due to gas used for “PRESSURE”

GRI- Gas Research Institute

Gas day - A period of twenty-four (24) consecutive hours commencing at a specified hour on a given calendar day and ending at the same specified hour on the next succeeding calendar day.

Indexed Price – the combined price of indexed commodity cost and the “basis cost”. The commodity price will vary monthly based on the last 3 day settlement of the New York Mercantile Exchange (NYMEX) futures commodity prices. A fixed "basis cost" will be added to the commodity price to determine each month's Indexed price.

Interruptible Supply – gas service which may be interrupted by the ESCO with satisfactory justification, which is an interstate pipeline or LDC curtailment.

LDC - Local Distribution Company, also known as Local Utility Company, which transports gas from the City gate to the customer's meter.

Line Loss - the reduction in quantity of natural gas that results from leaks, venting, and other physical circumstances on a pipeline system

MPDQ - The MPDQ assigned per customer represents the use of certain pipeline assets and storage assets to accommodate the daily imbalance tolerance. The MPDQ pass through should not be included in the bid price.

MMBtu's - one million British Thermal Units, also known as a dekatherm.

Month - a period beginning at 10:00 a.m. on the first day of a calendar month and ending at 10:00 a.m. on the first day of the calendar month immediately following.

NYMEX - New York Mercantile Exchange

Natural Gas - a naturally occurring mixture of hydrocarbon and non-hydrocarbon gases found in geologic formations beneath the earth's surface and used as a fuel

(continued)

DEFINITIONS: (Cont'd)

PSC/DPS - New York State Public Service Commission

Primary Point of Delivery - the point where the gas enters the LDC (City Gate)

Primary Pipeline - the pipeline(s) that transports the gas to the LDC (City Gate)

Seller – The Awarded Contractor

Shrinkage - reduction in volume of wet natural gas due to removal of natural gas liquids, hydrogen sulfide, carbon dioxide, water vapor, and other impurities

State - The State of New York, its agencies and authorized non-State users

Forward Basis Price – The forward basis cost shall be that cost quoted from a bonafide service such as Platts, Bloomberg or Clearport that is recognized by the Industry as indicative of forward natural gas deliveries. The publication shall be agreed to at contract award and incorporated into this contract.

System Alert - An announcement of actual or pending events that if unchecked may result in an operational flow order

Taxes - Contact NYS Tax Department at 1-800-225-5829 with questions concerning any relative taxes/refund

Trigger Price – Pricing alternative made available under the Indexed Price-Firm Supply that authorizes designated agency individual to instruct the ESCO to fix the commodity price for a future month(s) based on the NYMEX natural gas futures price.

FILED REQUIREMENTS CONTRACT:

The natural gas contract is referred to as a filed requirements contract, placing special obligations on a participating agency and governed by Uniform Commercial Code section 2-306. In a filed requirements contract, an agency that wishes to purchase must commit in advance to make all necessary purchases for the natural gas from the awarded contractor. In the Indexed price/Firm supply and the Indexed price/Interruptible supply lots, the quantities listed are intended to be indicative of the amount of natural gas to be purchased, however it is expressly agreed and understood that this contract shall only be for the quantities actually used during the contract term.

See also "Estimated/Specific Quantity Contracts" in Appendix B, OGS General Specifications.

CUSTOMER OBLIGATIONS:

While OGS Procurement Services Group is responsible for administering the natural gas contract, it is expected the customer will attempt to work directly with the ESCO to resolve any difficulties that may arise. OGS Procurement Services Group is available to provide assistance as needed, but should not be considered the first avenue of recourse.

(continued)

TRIGGER PRICE: (FIRM SUPPLY ONLY) (Lot 2, Lot 4, Lot 6, Lot 8, Lot 9, Lot 10, Lot 13 and Lot 15)

The per Dth Commodity Charge for any volume designated by the Buyer (purchasing agency) for any month(s) during the Delivery Period may be converted from an indexed price to a fixed price by agreement of the Parties (“Triggered”) at any time prior to 12:00 noon on the 2nd day prior to the expiration date of such month’s NYMEX futures contract (the “Pricing Deadline”) in accordance with the procedures set forth below. If the Parties do not agree on a price by the Pricing Deadline for any month during the Delivery Period, the Commodity charge for that month will default to the index formulas set forth in herein. Once awarded, the parties agree that the Buyer has the right, but is not required, to trigger up to 100% of all Natural Gas needs for use during the contract period.

Between 8:30 a.m. and 2:30 p.m. on any business day, the buyer may request the Awarded ESCO (Seller) provide a quote for the Commodity Charge for any month or months during the Delivery Period for which no Commodity Charge has yet been agreed or determined. Upon receiving such request, the Seller shall provide the buyer with a Commodity Charge quote for such month or months, as applicable. The Parties acknowledge and agree that if the Buyer accepts a quoted Commodity Charge offered by the Seller for one or more months, such Commodity Charge will be triggered and will be legally and validly binding on the Parties from the moment of such acceptance. The Buyer acknowledges and agrees that any quote provided by the Seller shall be valid, and may be accepted; only during the call on which such quote is offered.

Any Triggered price shall be confirmed by the Seller in writing or such other form as the Seller may prescribe from time to time. The Seller shall deliver the written confirmation of such agreed Commodity Charge promptly after such charge is agreed by the Parties; provided that the Seller’s failure to deliver such written confirmation shall not give rise to an event of default in respect of the Seller. The Seller’s written confirmation of the agreed Commodity Charge shall be deemed binding on the Buyer. Agency Representatives will send written confirmation of acceptance via e-mail by the end of the business day an after receipt of seller’s confirmation of triggered volumes.

In the event that the triggering option is utilized, the final price for the given term will be determined as follows:

$$\text{Triggered Price} + \text{Basis Cost} = \text{Final Price}$$

If in any month the volumes consumed by the accounts are less than the volumes that the Buyer Triggered for that month pursuant to the above, than the difference between the consumed volumes and the Triggered (the “Under-Consumed Volumes”) shall be settled as follows. All Under-Consumed Volumes shall be priced at the difference between the (Commodity Charge + Basis Cost) for that month and the average of all daily prices for that month as reported by Natural Gas Week’s Gas Market Reconnaissance under Natural Gas Spot Prices for the applicable sales point. The difference, whether positive or negative, shall be credited or debited accordingly by the Seller to the buyer on that month’s invoice.

All volumes in excess of the Triggered volumes used in a given month will be purchased at the awarded contract price.

NOTE: Agency shall have the right after contract approval and prior to the beginning delivery period to trigger forward prices pursuant to the “Trigger Price” section above. Additionally, payment for Triggered gas should not be invoiced until the delivery month.

TAXES:

Governmental entities are to be automatically considered federal and state tax exempt. No supplier/ESCO shall incur separately identifiable taxes with the expectation that they are to be passed along to the governmental user, except in such cases where the agency specifically agrees in writing in advance.

(continued)

CONTRACT TYPES:

The sales and deliveries of gas shall commence as soon as practicable after the completion of necessary transportation arrangements. Each contract type has distinct characteristics and requires specific customer commitments and obligations. The more significant aspects of each contract type are described as follows:

INDEXED PRICE - FIRM SUPPLY:

- The customer will receive "firm" supply.
- The customer will pay for quantities actually used. (with the exception of Lot 8 if awarded)
- The commodity price for natural gas will vary monthly based on the New York Mercantile Exchange (NYMEX) futures commodity prices. A fixed "basis cost" will be added to the commodity price to determine each month's indexed price. Prices are revised and released by the OGS Procurement Services Group during the last week of the month preceding the month of delivery.
- The ESCO is responsible for all balancing to the burner tip.
- The ESCO is required to deliver a firm supply of natural gas at all times. Firm supply specified in this Invitation for Bids means primary firm non-recallable primary delivery point capacity to the city gate and not secondary firm supply.

INDEXED PRICE - INTERRUPTIBLE SUPPLY:

- The customer must have 100% dual fuel capability.
- The commodity price for natural gas will vary monthly based on the New York Mercantile Exchange (NYMEX) futures commodity prices. A fixed "basis cost" will be added to the commodity price to determine each month's indexed price. Prices are revised and released by the OGS Procurement Services Group during the last week of the month preceding the month of delivery.
- The ESCO is responsible for all balancing to the burner tip.
- The customer may nominate "0" for any month if the alternate fuel is more economical than the transportation natural gas. Also, the customer may have its gas supply interrupted when the supplier can provide satisfactory justification for an interruption or curtailment under the conditions stipulated in this Invitation for Bids and the subsequent award.
- If the natural gas prices are greater than the customer's alternate fuel, the State reserves the right to buy the alternate fuel but only if the decision to switch from gas is made at the time of nominations for that particular month. Other arrangements can be made providing mutual consent is established between ESCO and the facility.
- During upstream pipeline interruptions which prevent city gate delivery of customer's gas, the ESCO shall use all commercially reasonable efforts to secure replacement gas for the customers. Such efforts shall include, but not be limited to, supplies on alternate pipelines serving the effected LDC, requests to other the ESCOs, and requests to the effected LDC's of the availability of excess system supply gas ("excess city gas supply"). ESCO shall provide written documentation to customer of such efforts. If successful, ESCO must obtain facilities authorized personnel pre-approval and then confirm the transaction by submitting a Transaction Confirmation in the format as approved by the North American Energy Standards Board (NAESB).

Price per dekatherm will be calculated as follows:

ESCO's actual cost + \$.15

ESCO's actual cost is defined as the price listed on the above mentioned Confirmation Sheet. This confirmation sheet is required for all quantities of gas purchased. Authorized user must document the reasonableness of price in the procurement record.

(continued)

NOMINATIONS FOR INTERRUPTIBLE SUPPLY:

The customer shall notify the ESCO in writing not less than five (5) calendar days before the first day of the delivery month, of the estimated monthly and/or daily gas nomination of the agency. If agreed to by the ESCO, nominations may be submitted to the ESCO on an alternate date. The ESCO should make certain that the using agency submits a nomination each month, even if the nomination is zero. If agency nominations are not timely, the ESCO may contact the Office of General Services for assistance.

Customers in an Interruptible Service can only implement alternate fuels usage if decided at time of monthly nomination and the alternate fuel is determined to be less costly based on price information available at the time of nomination. Other arrangements can be made providing mutual consent is established between the ESCO and the end user.

INTERRUPTIBLE CUSTOMERS ARE NOT PERMITTED TO FUEL SWITCH DURING THE DELIVERY MONTH EXCEPT WHEN THERE IS A PIPELINE OR UTILITY INTERRUPTION/OPERATION FLOW ORDER (OFO) UNLESS MUTUALLY AGREED UPON BY ESCO AND INDIVIDUAL FACILITY.

Dominion Transmission, Inc. (DTI) receipt point at south of Valley Gate will not be accepted in the bid unless the bidder holds primary firm capacity that can deliver gas from the south of Valley Gate to north of Valley Gate during the winter months. (November 1st to March 31st).

THE ESCO'S RESPONSIBILITIES DURING CURTAILMENTS/INTERRUPTIONS:

If an agency nominates natural gas, and there is pipeline capacity available to the ESCO, the ESCO is expected to supply gas for the entire month and the facility is required to burn gas for the entire month. The State agrees to be interrupted only when the ESCO can provide satisfactory justification of interruptions or curtailments that occur on pipelines or at the LDC level, as a result of demand for transportation service exceeding capacity.

ESCO's shall be responsible for notifying both customer and the Office of General Services, in writing via fax or e-mail of any pipeline curtailments as soon as possible after ESCO becomes aware that a curtailment will take place.

ESCO's are required during periods of upstream pipeline interruptions, to contact LDC for the availability of excess city gate supply, enabling facility to purchase gas directly from the LDC. Price shall be approved prior to purchase by the individual agency.

As a result of a scheduled and confirmed nomination ("Nominated") on the delivering upstream pipeline(s) being interrupted which prevents city gate delivery of customer's gas, ESCO shall use all commercially reasonable efforts to secure replacement gas for the customers. Such efforts shall include, but not be limited to, supplies on alternate pipeline serving the affected LDC requests to other ESCOs, energy brokers, and requests to the affected LDC for the availability of excess system supply gas. (See page 14, 5th bullet for more details)

If gas should flow due to ESCO's failure to notify the customer and the Office of General Services of curtailment, and customer purchases gas directly from the utility, the customer will have sufficient justification to apply a charge-back, which shall be the difference between the contract natural gas prices versus the utility supplied price, including any LDC imposed charges.

If customer nominates "0" or at the time of the monthly nomination notified ESCO of a scheduled a plant shutdown/maintenance during said month, and gas flows, ESCO will be liable for all added cost incurred caused by failure to manage customers account.

ESCO is required to notify customers and the Office of General Services of lifting of curtailment/interruption as soon as possible and to enable gas flow at the next available opportunity. ESCO will be liable for any charges caused by ESCO's failure to inform customer and LDC, if applicable, of lifting of curtailment/interruption. Curtailment/Interruption of one or more pipelines will not be considered a force majeure situation.

(continued)

SALES/TITLE TRANSFER POINT:

ESCO shall be deemed to exercise or continue in control and possession of the gas being delivered and responsible for any damage or injury caused until gas has been delivered at the LDC city gate (delivery point). Also, ESCO shall be responsible for the coordination and scheduling of transportation volumes including completing all arrangements for transportation services for delivery of the natural gas to existing meter at each agency.

WARRANTY OF TITLE:

ESCO warrants title to all natural gas delivered and warrants that it has the right to sell the same and that such natural gas is free from liens and adverse claims of every kind. ESCO shall indemnify and save the State harmless against all loss, damage and expense of every kind on account of adverse claims that accrue before delivery to the State.

TRANSPORTATION CHARGES:

The ESCO shall pay all costs associated with the transportation of the gas to the LDC city gate. The State (i.e. ordering agency) shall enter into a separate agreement with the LDC and pay all costs associated with the transportation of gas from the LDC city gate to the existing meter at each agency.

PUBLIC SERVICE COMMISSION RETAIL ACCESS BUSINESS RULES:

The ESCO shall abide by the New York State Public Service Commission (PSC) Uniform Retail Access Business Practices Cases including all updates/revisions during the term of contract for all natural gas transactions and practices under this contract. This includes any PSC provisions covering "Single Billing". A copy of the PSC Uniform Retail Access Business Practices is available for download from the PSC web page: www.dps.state.ny.us.

QUANTITY:

Subject to the terms and conditions of the contract, the ESCO agrees to sell and deliver to designated facilities, and customers agree to purchase and accept from the ESCO the nominated quantity of MMBtu's of natural gas per month. (Delivery Schedule reflects estimated quantities only.) Customers will be billed for actual quantity consumed. The sale and delivery of gas by the ESCO shall be on a firm basis, as specified within each Lot. Where interruptible gas is specified, the ESCO shall not be liable to the State for any interruption or curtailment of deliveries of natural gas to the State where satisfactory justification for such action can be provided in writing to the Office of General Services.

Each Location in the award is classified in an Interruptible Transportation Service with the Utility Company. When notified by the Utility Company of an Interruption, the locations must discontinue service as ordered by the utility company.

AGENCY TRAINING:

ESCO is responsible for conducting training sessions of appropriate length for critical agency personnel. Such sessions shall explain the mechanism of the transportation gas contract and shall be scheduled as requested by agency.

DELIVERY PRESSURE:

The gas purchased shall be delivered for the account of the State at a pressure sufficient to affect delivery into the pipeline facilities of the transporter.

(continued)

NATURAL GAS QUALITY:

All gas delivered to the LDC's city gate shall have a total heating value of not less than 967 Btu per cubic foot and not more than 1100 Btu per cubic foot. The gas delivered to the local distribution company's city gate shall be commercially free from objectionable odors, dust or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interference with proper operation of the lines, regulators, meters, or other appliances through which gas flows. The gas supplied to the local distribution company's city gate shall not contain any active bacteria or bacterial agent capable of contribution to or causing operational problems. The gas delivered to the local distribution company's city gate shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered, and shall not contain any hydrocarbons which might condense to free liquids under normal conditions in the local distribution company's pipelines and shall not contain more than seven pounds of water in vapor phase per one million cubic feet. The gas delivered hereunder at the primary point of delivery shall be commercially free of gum, gum-forming constituents, gasoline and other solid and/or liquid matter that may become separated from the gas during transportation thereof and shall conform to quality specifications included in the interstate transporter's tariff as approved by the Federal Energy Regulatory Commission (FERC) and/or those required by delivering pipelines.

AGENCY/ESCO RESPONSIBILITIES FOR ALL UTILITY TERRITORIES:

Customers Responsibilities:

Customer will be responsible for placing nominations for natural gas supply to the ESCO "in writing" not less than five (5) calendar days prior to the first day of the month for which supply is needed; or, at a later date if mutually agreed upon by ESCO and the agency. (LOT 3 ONLY)

Customer will be responsible for supplying usage data to ESCO on an as-needed basis as required by the ESCO in order to serve Agency under the utility/LDC.

Customer will be responsible for supplying faxed meter reads to ESCO on an as-needed basis.

Customer will be responsible for having installed and utility approved remote telemeter devices, if needed.

Customer will be responsible for timely completion of utilities aggregation form upon receipt from ESCO for further submission to Utility Company.

Customer will be responsible for completion of any additional documentation as deemed necessary by ESCO and Utility/LDC.

ESCO Responsibilities:

ESCO will be responsible for placing nominations for natural gas supply to LDC "in writing" in accordance with utilities nomination schedule. (See Appendix B, Article 42 - "Estimated Quantity Contracts" and "Quantity" clause elsewhere herein.)

ESCO, prior to the start of contract, will inform user agencies of the format and manner of billing, including whether commodity will be billed separately by the contractor, or whether the contractor will be billing for the utility transportation on a single bill, and will provide a sample billing format.

ESCO will be responsible for requesting faxed meter reads from the Agency locations as deemed necessary by the ESCO in order to serve Agency under the applicable utility company's program.

ESCO will be responsible for executing the completion and submission of the utilities aggregation form as required by the utility/LDC.

(continued)

AGENCY/ESCO RESPONSIBILITIES FOR ALL UTILITY TERRITORIES: (Cont'd)

ESCO will be responsible for creating a pool of customers within the LDC's pooled balancing program to better facilitate its daily balancing responsibilities. This pool will consist of customers included on this solicitation but may also include other customers served by the successful bidder within this LDC territory.

ESCO is responsible for monitoring customers accounts at all times, including but not limited to system alerts.

ESCO will be responsible for requesting any usage data from the Agency locations as deemed necessary by the ESCO in order to serve Agency under utility/LDC's program.

ESCO will be responsible for completion of any additional documentation as deemed necessary by the State or utility/LDC.

ESCO will be responsible for any and all daily/end-of-month "cash outs" as imposed by LDC, if applicable.

ESCO shall bill customer for actual quantities of natural gas consumed.

ESCO shall be required to deliver 100% of the buyers' natural gas requirements on a daily basis and shall be required to balance deliveries to conform to actual consumption by lot on a daily basis.

ESCO must be compliant with all Federal, State and NYS Public Service Commission tariffs governing each individual utility territory bid, including but not limited to load aggregations, balancing and individual utility programs.

ESCO will be responsible for notifying the OGS Procurement Services contract administrator immediately of any difficulties obtaining meter reads from individual facilities.

ESCO, where required, (excluding Lot 3) will secure adequate upstream capacity (and storage, when applicable) to ensure that service is "firm."

ESCO will be responsible to own the balance control account for all agencies listed herein, in accordance with individual utility/LDC when applicable.

REBATES:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

INVOICES:

ESCO may be required to furnish copies of monthly invoices to PURCHASING TEAM 3, NYS OFFICE OF GENERAL SERVICES, PROCUREMENT SERVICES GROUP, 38TH FLOOR CORNING TOWER, ESP, ALBANY, NY 12242 for recording sales transactions and analysis.

(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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