

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:** [22459](#)

**DATE:** October 31, 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](mailto: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](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/** Various – Listed Below  
**CONTRACT NO(S):** Various – Listed Below

**SUBJECT:** Contract Extension until December 31, 2014.

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

The following contracts have been extended for two (2) months until December 31, 2014 at which time this award 22459 will be replaced with the new awardees from IFB 22776.

Colonial Energy Inc.	PC65845
East Coast Power & Gas LLC.	PC65846
Energymark LLC	PC65847 New Contact Tim Wright
National Fuel Resources Inc.	PC65848
Plymouth Rock Energy LLC.	PC65849
Stand Energy Corp.	PC65850

See updated Award Document  
<http://www.ogs.ny.gov/purchase/spg/awards/0590022459CAN.HTM>

Price adjustment PO corrections

1. Purchasing Memorandum for 22459 & 22458 dated **October 1, 2014**. The Month Should be September 2014 and the Nymex Average is \$3.9550. The Indexed Price and Basis Cost are correct.
2. Purchasing Memorandum for 22459 & 22458 dated **September 4, 2014**. The Month should be August 2014 and the Nymex average is \$3.9350. The Indexed Price and Basis Cost are correct.

All other terms and conditions remain the same

**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**

<b>Title</b>	:	<b>Group 05900 – NATURAL GAS (Firm Supply – Fixed and Indexed Price) (Interruptible Supply – Indexed Price) Classification Code: 15</b>
<b>Award Number</b>	:	<b><u>22459</u> (Replaces Award 21998 )</b>
<b>Contract Period</b>	:	<b>November 1, 2012 – October 31, 2014</b>
<b>Bid Opening Date</b>	:	<b>June 6, 2012</b>
<b>Date of Issue</b>	:	<b>June 6, 2012</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Colleen Messier <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-1108 <b>Fax</b> : 518-474-1160 <b>E-mail</b> : colleen.messier@ogs.ny.gov	Procurement Services Group Customer Services <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : 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 Fixed Price/Firm Supply Natural Gas and adjustable price Interruptible and Firm Supply Natural Gas from gas suppliers and/or marketers for use at the agencies listed herein. This concept is in accordance with gas deregulation action of the Federal action of the Federal Energy Regulatory Commission, the New York Legislature and the New York Public Service Commission.

PR # 22459

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.# / NYS VENDOR#</u></b>
PC65845	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
PC65846	EAST COAST POWER AND GAS, LLC 330 Sunrise Highway Rockville Centre, NY 11570	800-545-9155 516-442-0155 Thomas Bogue Fax: 516-442-0309 E-mail: tbogue@ecpowerandgas.com Web Site: www.ecpowerandgas.com	510669436 1100023626
PC65847 SB	ENERGYMARK, LLC 6653 Main St. Williamsville, NY 14221	716-614-1800 888-885-1955 Fax: 716-614-1819 Michael Morreale E-mail: mmorreale@energymarkllc.com Web Site: www.energymarkllc.com	800501054 1100002428
EnergyMark, LLC offers a .001% cash discount for payment with 15 days of delivery and/or receipt of voucher and a .0005% discount for payment within 30 days.			
PC65848	NATIONAL FUEL RESOURCES, INC. 165 Lawrence Bell Drive Suite 120 Williamsville, NY 14221	800-839-9993 x6717 716-630-6717 Dan Czechowicz Fax: 716-630-6751 E-mail: dczechowicz@nfrinc.com Web Site: www.nfrinc.com	161408956 1000015905
PC65849	PLYMOUTH ROCK ENERGY, LLC 1074 Broadway Woodmere, NY 11598	1-855-327-6937 516-634-2151 David Sokol Fax: 516-295-1417 E-mail: dsokol@plymouthrockfuel.com Web Site: www.plymouthenergy.com	571212547 1100010714

(continued)

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.# / NYS VENDOR#</u></b>
PC65850	STAND ENERGY CORPORATION 1077 Celestial Street Cincinnati, OH 45202	800-598-2046 513-621-1113 Larry Freeman Fax: 513-621-3773 E-mail: lfreeman@stand-energy.com Web Site: www.stand-energy.com	611065157 1000018394

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.

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

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

**FIXED PRICE/FIRM SUPPLY**

<u>Item No.</u>	<u>Agency</u>	<u>12 Months Approx. Quantity MMBtu's</u>	<u>Fixed Price* per MMBtu's Delivered to LDC City Gate</u>
1.	NYS DOT (Newburgh)	790	
2.	NYS DOT (Newburgh)	754	
3.	NYS DOT (Newburgh)	57	
4.	NYS DOT (Newburgh)	70	
5.	NYS DOT (Poughkeepsie)	4,145	
6.	NYS DOT (Poughkeepsie)	<u>1,200</u>	
<b><u>LOT 1 - Total Quantities</u></b>		<b>7,016</b>	<b>NO AWARD – NO BID REC'D</b>
<b>(Items 1 - 6)</b>			<b>(FIXED PRICE/FIRM SUPPLY)</b>

(continued)

**LOT 2 - DELIVERY TO CONSOLIDATED EDISON GAS & ELECTRIC CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No.	<u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	DMNA (Whitestone)	1,375	
2.	DMNA (Yonkers)	1,115	
3.	DMNA (Peekskill)	3,830	
4.	DMNA (Bronx)	<u>2,238</u>	
<b><u>LOT 2 - Total Quantities</u></b>		<b>8,558</b>	<b>\$5.0500</b>
<b>(Items 1-4)</b>			<b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 2: PLYMOUTH ROCK ENERGY, LLC**

**LOT 3 - DELIVERY TO CONSOLIDATED EDISON - 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.	DMNA State Armory (Bronx)	622	
2.	Greenburgh (Court)	2,260	
3.	Greenburgh (Town Hall)	2,868	
4.	Greenburgh (Recreation Dept.)	1,476	
5.	Greenburgh (Sprain Garage)	4,738	
6.	Greenburgh (Pump Station)	178	
7.	Greenburgh (Water & Sewer Dept.)	1,920	
8.	Town of Cortlandt	196	
9.	Town of Cortlandt	2,932	
10.	Town of Cortlandt	125	
11.	Theodore Young Community	4,070	
12.	DMNA	341	
13.	DMNA	<u>804</u>	
<b><u>LOT 3 - Total Quantities</u></b>		<b>22,530</b>	<b>\$1.5910**</b>
<b>(Items 1 - 13)</b>			<b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average

**CONTRACTOR, LOT 3: PLYMOUTH ROCK ENERGY, LLC**

(continued)

**LOT 4 - DELIVERY TO CONSOLIDATED EDISON TERRITORY 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.	Westchester Co. Facility (Ossining)	9,723	
2.	Westchester Co. Facility (Elmsford)	37,930	
3.	Westchester Co. Env. Facility (Yonkers)	1,261	
4.	Westchester Co. Env. Facility (Yonkers)	4,887	
5.	Westchester Co. Facility (Mt. Vernon)	4,073	
6.	Westchester Co. Facility (Mt. Vernon)	1,777	
7.	Westchester Co. Facility (Mt. Vernon)	483	
8.	Westchester Co. Facility (Mt. Vernon)	830	
9.	Westchester Co. Parks (Hawthorne)	324	
10.	Westchester Co. Facility (New Rochelle)	2,240	
11.	Westchester Co. Parks (Valhalla)	1,154	
12.	Westchester Co. Parks (Mt. Vernon)	676	
13.	Westchester Co. Parks (White Plains)	6,480	
14.	Westchester Co. Parks (Scarsdale)	725	
15.	Westchester Co. Parks (Portchester)	321	
16.	Westchester Co. Parks (Yonkers)	206	
17.	Westchester Co. Parks (White Plains)	285	
18.	Westchester Co. Parks (White Plains)	389	
19.	Westchester Co. Parks (White Plains)	233	
20.	Westchester Co. Parks (Rye)	698	
21.	Westchester Co. Parks (Rye)	308	
22.	Westchester Co. Facility (Valhalla)	198	
23.	Westchester Co. Facility (Yonkers)	746	
24.	Westchester Co. Facility (Mt. Vernon)	707	
25.	Westchester Co. Facility (Mt. Vernon)	3,329	
26.	Westchester Co. Facility (Mt. Vernon)	35,296	
27.	Westchester Co. Facility (Valhalla)	2,671	
28.	Westchester Co. Facility (Hawthorne)	778	
29.	Westchester Co. Parks (White Plains)	298	
30.	Westchester Co. Parks (White Plains)	<u>430</u>	
<b><u>LOT 4 - Total Quantities</u></b>		<b>119,456</b>	<b>\$1.5910**</b>
<b>(Items 1 - 30)</b>			<b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 4: PLYMOUTH ROCK ENERGY, LLC.**

(continued)

**LOT 5 - DELIVERY TO CON EDISON 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.    DMNA – State Armory	12,215	
2.    Queensboro Correctional Facility	92,781	
3.    Westchester Co. DPW	38,813	
4.    Westchester Co. DPW	482,976	
5.    Westchester Co. DPW	<u>1,247</u>	
<b><u>LOT 5 - Total Quantities</u></b> <b>(Items 1 – 5)</b>	<b>628,032</b>	<b>\$5105**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 5: COLONIAL ENERGY, INC.**

**PIPELINE: TRANSCO GAS**

**LOT 6 - DELIVERY TO NATIONAL FUEL TERRITORY CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.    DMNA (Dunkirk)	1,532	
2.    NYS DOT (Hornell)	2,675	
3.    NYS DOT (Hamburg)	2,518	
4.    DMNA (Jamestown)	<u>2,998</u>	
<b><u>LOT 6 - Total Quantities</u></b> <b>(Items 1 - 4)</b>	<b>9,723</b>	<b>\$4.6980</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 6: NATIONAL FUEL RESOURCES, INC**

(continued)

**LOT 7 - DELIVERY TO NATIONAL FUEL TERRITORY CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No.	<u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	DMNA (Buffalo)	6,322	
2.	DMNA (Buffalo)	<u>9,955</u>	
<b><u>LOT 7 - Total Quantities</u></b> (Items 1 – 2)		<b>16,277</b>	<b>\$3.66</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 7: ENERGYMARK, LLC**

**LOT 8 - DELIVERY TO NATIONAL FUEL 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.	NYS DOT (Bemus Point)	931	
2.	NYS DOT (Falconer)	1,474	
3.	NYS DOT (Sherman)	835	
4.	NYS DOT (Sherman)	159	
5.	NYS DOT (Fredonia)	1,128	
6.	NYS DOT (Mayville)	4,255	
7.	NYS DOCS (Gowanda)	300	
8.	NYS DOCS (Gowanda)	2,864	
9.	NYS DOCS (Gowanda)	1,180	
10.	NYS DOCS (Gowanda)	3,193	
11.	NYS DOCS (Attica)	2,160	
12.	Air National (Niagara Falls)	264	
13.	DMNA (Buffalo)	711	
14.	DMNA (Buffalo)	4,308	
15.	NYS DOT (Friendship)	1,277	
16.	NYS DOT (Caneadea)	721	
17.	OGS Hornell	1,811	
18.	OGS Buffalo	<u>4,313</u>	
<b><u>LOT 8 - Total Quantities</u></b> (Items 1 & 18)		<b>31,884</b>	<b>\$ .7460**</b> <b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 8: NATIONAL FUEL RESOURCES, INC.**

(continued)



**LOT 11 - DELIVERY TO NATIONAL GRID UPSTATE TERRITORY EAST GATE CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

<u>Item No.</u>	<u>Agency</u>	<u>12 Months Approx. Quantity MMBtu's</u>	<u>Fixed Price* per MMBtu's Delivered to LDC City Gate</u>
1.	DMNA (Scotia)	748	
2.	Lansingburgh CSD (District Office)	1,928	
3.	Lansingburgh CSD (Renss. Park Elem.)	3,236	
4.	Lansingburgh CSD (Turnpike Elem.)	3,566	
5.	Lansingburgh CSD (High School)	5,620	
6.	Lansingburgh CSD (Knickerbacker MS)	6,023	
7.	NYS DOT (Hudson Falls)	1,242	
8.	Heritage Home for Women	1,489	
9.	DMNA State Armory (Troy)	1,361	
10.	DMNA (Queensbury)	1,740	
11.	DMNA (Saratoga Springs)	1,973	
12.	DMNA (Latham)	6,097	
13.	DMNA (Troy)	<u>3,460</u>	
<b><u>LOT 11 - Total Quantities</u></b>		<b>38,483</b>	<b>\$4.6960</b>
<b>(Items 1 - 13)</b>			<b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 11: NATIONAL FUEL RESOURCES, INC.**

(continued)

**LOT 12 - DELIVERY TO NATIONAL GRID UPSTATE TERRITORY EAST GATE CITY GATE**

**INDEXED PRICE/FIRM SUPPLY**

Item No.	Agency	12 Months Approx. Quantity MMBtu's	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	NYS DOT (Hudson)	1,114	
2.	NYS DOT (Waterford)	4,194	
3.	NYS DOT (Albany)	1,668	
4.	DASNY (Delmar)	4,466	
5.	DASNY (Albany)	725	
6.	NYS DOH (Griffin Lab)	405	
7.	NYS DOH (Griffin Lab)	1,829	
8.	NYS DOH (Griffin Lab)	294	
9.	SUNY Albany	18,400	
10.	Town of Malta	1,132	
11.	Town of Malta	1,110	
12.	Town of Malta	<u>245</u>	
<b><u>LOT 12 - Total Quantities</u></b>		<b>35,582</b>	<b>\$.9770**</b>
<b>(Items 1 - 12)</b>			<b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 12: NATIONAL FUEL RESOURCES, INC.**

**LOT 13 - DELIVERY TO NATIONAL GRID UPSTATE TERRITORY EAST GATE CITY GATE**

**INDEXED PRICE/INTERRUPTIBLE SUPPLY**

Item No.	Agency	12 Months Approx. Quantity MMBtu's	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	DOH Wadsworth Labs	65,500	
2.	OMRDD – Capital District DDSO	<u>43,700</u>	
<b><u>LOT 13 - Total Quantities</u></b>		<b>109,200</b>	<b>\$.2851**</b>
<b>(Items 1 - 2)</b>			<b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 13: COLONIAL ENERGY, INC.**

**PIPELINE: DOMINION GAS**

(continued)





**LOT 17 - DELIVERY TO NATIONAL GRID UPSTATE WEST 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.	OGS Watertown SOB	6,479	
2.	OGS Utica SOB	10,250	
3.	OGS Syracuse SOB	5,518	
4.	Mohawk Valley CC	3,383	
5.	Mohawk Valley CC	1,555	
6.	Mohawk Valley CC	<u>36,622</u>	
<b><u>LOT 17 - Total Quantities</u></b> (Items 1 - 6)		<b>63,807</b>	<b>\$ .7330**</b> <b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 17: NATIONAL FUEL RESOURCES, INC.**

**LOT 18 - DELIVERY TO NATIONAL GRID UPSTATE WEST 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.	NYS DOCS Mohawk	330,380	
2.	NYS Mid-State	210,034	
3.	Oneida Co. (Utica)	10,823	
4.	Oneida Co. (Utica)	<u>6,396</u>	
<b><u>LOT 18 - Total Quantities</u></b> (Items 1 - 4)		<b>557,633</b>	<b>\$ .2939**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 18: COLONIAL ENERGY, INC.**

**PIPELINE: DOMINION GAS**

(continued)

**LOT 19 - DELIVERY TO NATIONAL GRID LONG ISLAND CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

<u>Item</u> <u>No.</u> <u>Agency</u>	<u>12 Months</u> <u>Approx.</u> <u>Quantity</u> <u>MMBtu's</u>	<u>Fixed Price*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.    NYS DOT (Central Islip)	4,275	
2.    NYS DOT (Ronkonkoma)	250	
3.    NYS DOT (Ronkonkoma)	2,633	
4.    A. Holly Patterson Care Fac.	101,117	
5.    A. Holly Patterson Care Fac.	480	
6.    DMNA (Farmingdale)	<u>8,360</u>	
<b><u>LOT 19 - Total Quantities</u></b> (Items 1 - 6)	<b>117,115</b>	<b>\$5.3500</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 19: PLYMOUTH ROCK ENERGY, INC.**

**LOT 20 - DELIVERY TO NATIONAL GRID METRO TERRITORY CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

<u>Item</u> <u>No.</u> <u>Agency</u>	<u>12 Months</u> <u>Approx.</u> <u>Quantity</u> <u>MMBtu's</u>	<u>Fixed Price*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.    Brooklyn DDSO	1,075	
2.    Brooklyn DDSO	2,840	
3.    DMNA (Staten Island)	830	
4.    DMNA (Jamaica)	<u>6,837</u>	
<b><u>LOT 20 - Total Quantities</u></b> (Items 1 - 4)	<b>11,582</b>	<b>\$5.7650</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 20: EAST COAST POWER & GAS, LLC**

(continued)

**LOT 21 - DELIVERY TO NATIONAL GRID METRO TERRITORY 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.    DMNA (Staten Island)	3,667	
2.    DMNA (Staten Island)	<u>4,056</u>	
<b><u>LOT 21 - Total Quantities</u></b> (Items 1 - 2)	<b>7,723</b>	<b>\$2.4700**</b> <b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 21: PLYMOUTH ROCK ENERGY, INC.**

**LOT 22 - DELIVERY TO NATIONAL GRID METRO TERRITORY 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.    Brooklyn DDSO	<u>31,050</u>	
<b><u>LOT 22 - Total Quantities</u></b> (Item 1)	<b>31,050</b>	<b>\$1.1900**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 22: PLYMOUTH ROCK ENERGY, INC.**

**PIPELINE: TEXAS EASTERN TRANSMISSION**

(continued)

**LOT 23 - DELIVERY TO NYSEG CITY GATE**

**INDEXED PRICE/FIRM SUPPLY**

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.    DMNA – State Armory (Walton)	920	
2.    DMNA – State Armory (Olean)	1,637	
3.    DMNA – State Armory (Binghamton)	<u>5,909</u>	

<b><u>LOT 23 - Total Quantities</u></b> (Item 1 - 3)	<b>8,466</b>	<b>\$5.2260</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 23: NATIONAL FUEL RESOURCES, INC.**

**LOT 24 - DELIVERY TO NYSEG CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.    NYS DOCS Albion	830	
2.    NYS DOCS Albion	225	
3.    NYS DOCS Albion	1,656	
4.    DMNA (Lockport)	<u>2,582</u>	

<b><u>LOT 24 - Total Quantities</u></b> (Items 1 - 4)	<b>5,293</b>	<b>\$4.2480</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 24: NATIONAL FUEL RESOURCES, INC.**

(continued)

**LOT 25 - DELIVERY TO NYSEG CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

<u>Item</u> <u>No.</u> <u>Agency</u>	<u>12 Months</u> <u>Approx.</u> <u>Quantity</u> <u>MMBtu's</u>	<u>Fixed Price*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.    NYS DOCS Southport	46,139	
2.    DMNA (Ithaca)	1,364	
3.    NYS DOT (Oxford)	1,349	
4.    NYS DOT (Waterloo)	451	
5.    NYS DOT (Auburn)	224	
6.    NYS DOT (Auburn)	1,355	
7.    NYS DOT (Monavia)	866	
8.    NYS DOT (Waterloo)	2,244	
9.    NYS DOT (Waterloo)	<u>450</u>	

<b><u>LOT 25 - Total Quantities</u></b> (Items 1 - 9)	<b>54,442</b>	<b>\$4.0890</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 25: NATIONAL FUEL RESOURCES, INC.**

**LOT 26 - DELIVERY TO NYSEG CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

<u>Item</u> <u>No.</u> <u>Agency</u>	<u>12 Months</u> <u>Approx.</u> <u>Quantity</u> <u>MMBtu's</u>	<u>Fixed Price*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.    Senior Citizens Council	<u>1,320</u>	

<b><u>LOT 26 - Total Quantities</u></b> (Item 1)	<b>1,320</b>	<b>NO AWARD – NO BIDS REC'D</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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(continued)

**LOT 27 - DELIVERY TO NYSEG 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.    NYS OGS (Binghamton)	8,079	
2.    DMNA (Binghamton)	3,936	
3.    OMRDD Broome (Binghamton)	<u>1,329</u>	

<b><u>LOT 27 - Total Quantities</u></b> (Items 1 - 3)	<b>13,344</b>	<b>\$1.4640**</b> <b>(INDEXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 27: NATIONAL FUEL RESOURCES, INC.**

**LOT 28 - DELIVERY TO NYSEG 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.    NYS DOCS (Albion)	23,000	
2.    NYS DOCS (Orleans)	<u>5,643</u>	

<b><u>LOT 28 - Total Quantities</u></b> (Items 1 - 2)	<b>28,643</b>	<b>\$.4630**</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 28: NATIONAL FUEL RESOURCES, INC.**

(continued)

**LOT 29 - DELIVERY TO NYSEG 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.	NYS OGS (Oneonta)	716	
2.	NYS OGS (Oneonta)	2,215	
3.	NYS DOT (Auburn)	3,834	
4.	JM Murray Center (Cortland)	4,495	
5.	JM Murray Center (Cortland)	2,960	
6.	JM Murray Center (Cortland)	353	
7.	NYS OPWDD (Broome)	1,789	
8.	NYS DOT (Oneonta)	1,340	
9.	NYS OPWDD (Norwich)	4,706	
10.	NYS DOCS (Auburn)	224	
11.	NYS DOCS (Moravia)	1,341	
12.	NYS OMH (Elmira)	<u>27,100</u>	
<b><u>LOT 29 - Total Quantities</u></b>		<b>51,073</b>	<b>\$.4640**</b>
<b>(Items 1 - 12)</b>			<b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 29: NATIONAL FUEL RESOURCES, INC.**

**LOT 30 - DELIVERY TO NYSEG 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.	Greater Binghamton Health Center	68,000	
2.	Broome Developmental Center	<u>104,260</u>	
<b><u>LOT 30 - Total Quantities</u></b>		<b>172,260</b>	<b>\$.9950**</b>
<b>(Items 1 – 2)</b>			<b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 30: STAND ENERGY CORP.**

**PIPELINES: COLUMBIA AND DOMINION GAS**

(continued)

**LOT 31 - DELIVERY TO NYSEG 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.    Albion Correctional Facility	<u>99,200</u>	

<b><u>LOT 31 - Total Quantities</u></b> (Item 1)	<b>99,200</b>	<b>\$.1200**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 31: ENERGYMARK, LLC**

**PIPELINE: TENNESSEE GAS**

**LOT 32 - DELIVERY TO NYSEG 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.    NYS DOCS Cayuga	61,365	
2.    NYS DOCS Auburn	156,878	

<b><u>LOT 32 - Total Quantities</u></b> (Items 1-2)	<b>218,243</b>	<b>\$.4330**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 32: NATIONAL FUEL RESOURCES, INC.**

**PIPELINES: DOMINION, EMPIRE, TENNESSEE AND COLUMBIA GAS**

(continued)

**LOT 33 - DELIVERY TO NYSEG 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.    NYS DOCS Five Points	<u>80,100</u>	
<b><u>LOT 33 - Total Quantities</u></b> (Item 1)	<b>80,100</b>	<b>\$.4270**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 33: NATIONAL FUEL RESOURCES, INC.**

**PIPELINES: DOMINION, EMPIRE, TENNESSEE AND COLUMBIA GAS**

**LOT 34 - DELIVERY TO ORANGE & ROCKLAND CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No.    Agency	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.    NYS DMNA (Orangeburg)	<u>1,322</u>	
<b><u>LOT 34 - Total Quantities</u></b> (Item 1)	<b>1,322</b>	<b>NO AWARD</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>

(continued)

**LOT 35 - DELIVERY TO ORANGE & ROCKLAND 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.    Helen Hayes Hospital	<u>85,690</u>	

<b><u>LOT 35 - Total Quantities</u></b> (Item 1)	<b>85,690</b>	<b>\$ .2443**</b> <b>(INDEXED PRICE/INTERRUPTIBLE SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.  
 \*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 35: COLONIAL ENERGY, INC.**

**PIPELINE: COLUMBIA GAS**

**LOT 36 - DELIVERY TO ROCHESTER GAS & ELECTRIC CITY GATE**

**FIXED PRICE/FIRM SUPPLY**

Item No. <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.    DMNA (Rochester)	6,080	
2.    DMNA (Rochester)	2,490	
3.    DMNA (Rochester)	4,967	
4.    DMNA (Rochester)	3,820	
5.    DMNA (Geneseo)	<u>990</u>	

<b><u>LOT 36 - Total Quantities</u></b> (Items 1 - 5)	<b>18,347</b>	<b>\$4.9190</b> <b>(FIXED PRICE/FIRM SUPPLY)</b>
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\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

**CONTRACTOR, LOT 36: NATIONAL FUEL RESOURCES, INC.**

(continued)

**LOT 37 - DELIVERY TO ROCHESTER GAS & ELECTRIC 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.	NYS DOT (Pittsford)	<u>3,392</u>	
<b><u>LOT 37 - Total Quantities</u></b>		<b><u>3,392</u></b>	<b><u>\$1.3780**</u></b>
<b>(Item 1)</b>			<b>(INDEXED PRICE/FIRM SUPPLY)</b>

\*Cost reflects all shrinkage, including retainage losses and GRI surcharges.

\*\*This cost is added to the NYMEX 3 day average.

**CONTRACTOR, LOT 37: NATIONAL FUEL RESOURCES, INC.**

**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.

**DEBRIEFING:**

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

(continued)

**CONTRACT BILLINGS AND PAYMENTS:**

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

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

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

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

**EXTENSION OF USE:**

Any contract herein may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the ESCO. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**CONTRACT PERIOD AND RENEWALS:**

If mutually agreed between the Procurement Services Group and the ESCO, the contract may be renewed under the same terms and conditions for up to an additional 3 years but, not to exceed a total contract term of five (5) years.

**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.

**WARRANTIES:**

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

(continued)

**DEFINITIONS:**

Except in those instances where the text states another meaning, the following terms, as used in the 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.

Curtailment - 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

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

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.

Fixed Price - the combined price of the commodity and the "basis cost" for the duration of the contract for the delivery of natural gas to the city gate.

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

(continued)

DEFINITIONS: (Cont'd)

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 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 Maximum Peak Daily Quantity 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

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)

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

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

(continued)

**FILED REQUIREMENTS CONTRACT:**

The natural gas contract is a particular type of centralized contract, 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 ESCO. In the fixed price/firm supply, 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 the contract shall only be for the quantities actually used during the contract term.

See also "Estimated/Specific Quantity Contracts" and "Participation in Centralized 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.

**FIXED PRICE:**

Price increases are not applicable for those lots marked as fixed price. However, price decreases are allowed at anytime. Monthly indexed commodity prices do not apply to those lots identified as fixed price.

**INDEXED PRICE:**

For Lots indicated as indexed price the ESCO shall include only basis cost in the bid price. Indexed prices shall be calculated monthly by taking the average of the last three (3) days closing settlement price of NYMEX natural gas daily settlement for the month of gas delivery and adding the basis cost. Prices will be carried to the 4th decimal place. While commodity price may increase or decrease from month to month, increases to basis costs are not allowed. However, basis cost decreases are allowed at anytime.

**NOTE:**

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.

**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. Contact the NYS Tax Department at 1-800-225-5829 with questions concerning relative taxes/refund.

**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:

**FIXED PRICE - FIRM SUPPLY:**

- The customer will receive "firm" supply.
- The customer will pay for quantities actually used.
- The customer will pay one final fixed price for the life of the contract.
- The ESCO is responsible for all balancing to the burner tip.
- The ESCO is required to deliver 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.

(continued)

INDEXED PRICE - FIRM SUPPLY:

- The customer will receive "firm" supply.
- The customer will pay for quantities actually used.
- 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 preceding month of delivery.
- The ESCO is responsible for all balancing to the burner tip.
- The ESCO is required to deliver 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 the 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 affected LDC, requests to other the ESCOs, and requests to the affected 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:

$$\text{ESCO's actual cost} + \$ .15$$

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 ESCO in writing not less than five (5) calendar days before the first day of each delivery of the estimated monthly and/or daily gas nomination of the agency. If agreed to by the ESCO, nominations may be submitted to ESCO on an alternate date. 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, ESCO may contact the Office of General Services for assistance.

Customers in an Interruptible Service can only implement alternate fuels usage if decided at the 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 ESCO and 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 were not 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).**

**ESCO's RESPONSIBILITIES DURING CURTAILMENTS/INTERRUPTIONS:**

If an agency nominates gas, and there is pipeline capacity available to the ESCO, ESCOs are expected to supply gas for the entire month and the facility is required to burn the gas for the entire month. The State agrees to be interrupted only when 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 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.

ESCOs 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.

Should curtailment/interruption occur, ESCO will be required to provide to the Office of General Services, written documentation (within 24 hours of interruption) from the pipeline or LDC that clearly describes details of curtailment/interruption. This notification must be issued by the pipeline or LDC in question and must indicate the name, number and location of the station where curtailments/interruptions take place. This notification is required for each and every instance that curtailments/ interruptions occur.

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 price 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 any charges 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:**

The State of New York takes title at the sales point(s) identified by the bidder. Notwithstanding transfer of title to the State at the sales point(s), 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](http://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 ESCO shall be on an interruptible or 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.

**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:**

**Customer 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.

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.

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

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.

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.

ESCOs 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, (all lots excluding interruptible supply) 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, 38<sup>TH</sup> 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 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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