

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Wednesday, January 9, 2019 7:00pm

[Pledge of Allegiance – Moment of Silence](#)

6:00pm Executive Session:

Personnel – Planning Board Vacancy Interviews

Town Board Work Session:

- Review of Town Board Minutes December 12, & 19, 2018, and January 2, 2019
- 1. Consider Additions to the Active List of the Mahopac Volunteer Fire Department
- 2. James Gilchrist, Director of Recreation and Parks – Consider Request to Authorize Purchase and Installation of Sander for #P-59 Recreation Truck
- 3. Councilman John Lupinacci – Consider Proposal for Phase II Field Improvements - Town of Carmel Airport Park
- 4. Michael Simone, Highway Superintendent – Consider Request to Authorize Disposal of Old and Obsolete Equipment
- 5. Michael Simone, Highway Superintendent – Consider Request to Enter into Agreement with the NYS DOT Partners in Safety Program
- 6. Police Chief Michael Cazzari – Consider Request to Authorize Purchase of Unmarked Detective Vehicle with Additional Lighting Package
- 7. Police Chief Michael Cazzari – Consider Request to Purchase Motor Vehicle Fuel under the NYSOGS Contract #23092
- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments

Open Forum:

- Public Comments on New Town Related Business (Three (3) Minutes Maximum Speaker for Town Residents, Property Owners & Business Owners Only)
- Town Board Member Comments
- Adjournment



MAHOPAC VOLUNTEER FIRE DEPARTMENT

cc: Legal Council
Supervisor
Assessor

Work Session Agenda Item #1

Chief
Bill Nikisher

President
Frank Egelsen

Post Office Box 267
Mahopac, NY 10541

First Assistant Chief
Jason Kinash

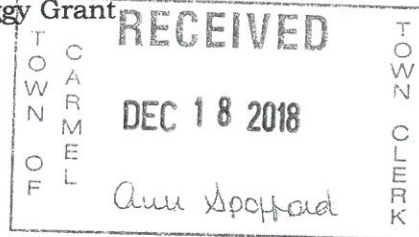
Vice President
Peggy Grant

Fire Headquarters
741 Route Six

Second Assistant Chief
Andrew Roberto

Emergency Dial 911

Phone: (845) 628-3160
chief@mahopacvfd.com
president@mahopacvfd.com
Fax: (845)628-2174




Carmel Town Clerk
60 McAlpin Ave
Mahopac, NY 10541

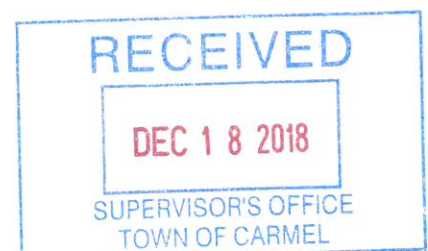
The Mahopac Volunteer Fire Department has added the following person to our rolls. We would respectfully request to have them added.

Jessica Hart of ~~XXXXXXXXXX~~ Mahopac, NY 10541 ~~XXXXXXXXXX~~

Drew Charles Kinash of ~~XXXXXXXXXX~~ Mahopac, NY 10541 ~~XXXXXXXXXX~~

Respectfully submitted


Gabriel Rivera
Correspondence Secretary
Mahopac Volunteer Fire Department.



Work Session Agenda Item #2



TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: December 20, 2018

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: Sander / Salter Replacement for Parks Work Truck P-59

The town mechanic recommended replacing the sander in the parks work truck P-59. The cost of the new sander is \$5,674. Attached is a copy of the Hudson River Truck & Trailer invoice.

This purchase requires a Resolution. Please add this to the next Town Board Work Session agenda and contact me with any questions.

/ns

Attachments

****HUDSON RIVER TRUCK & TRAILER**

12 Commerce Street Ext.
Poughkeepsie, NY 12603

14-1738565

Voice: 845-454-7669

Fax: 845-454-7726

www.hudsonrivertruck.com



INVOICE

Invoice Number: **WB126999**

Invoice Date: Dec 12, 2018

Page: 1

Duplicate

Bill To:

Town Of Carmel Town Hall
60 McAlpin Ave.
Mahopac, NY 10541

Park & Rec

Ship to:

Town Of Carmel Town Hall
60 McAlpin Ave.
Mahopac, NY 10541

Customer ID		Social Media	Payment Terms	
TOW1500		f t in	C.O.D.	
Sales Rep		Questions or Comments	Do we have your email?	Due Date
WALTER/SAM		info@hudsonrivertruck.com	cell 914-545-2336	12/12/18
Quantity	Item	Description	Unit Price	Amount
1.00		POLY 8 FT. - 2.5 YARD ELECTRIC SANDER	5,377.00	5,377.00
1.00		STAINLESS INVERTED VEE	297.00	297.00
1.00		PRICE INCLUDES INSTALLATION		
1.00		WE HAVE SANDERS IN STOCK		
1.00		ATTN: SEAN		
1.00		FAX: 628-1471		
1.00	AL	Your installation was completed by Angel.		
1.00		PLATE # AG-3040		
1.00		SANDER SERIAL # 180227209903780006-1		
1.00		VIN 1FDWF37R49EB09202		
<i>MIL 60.233</i>				
<i>Truck 59</i>				

THERE IS A 25% RESTOCKING FEE IF RETURNED.
NO RETURNS AFTER 30 DAYS. DEPOSITS, SPECIAL ORDERS,
ELECTRICAL PARTS, AND TRAILER SALES ARE NON-REFUNDABLE.
PLEASE SAVE ORGINIAL INVOICE FOR WARRANTY WORK.
FINANCE CHARGES AFTER 30 DAYS.
ALL TRAILER AND PLOW SALES ARE FINAL:
NON-REFUNDABLE/NON-EXCHANGEABLE**

Customer PO #

Payment Method:

Payment Applied

BALANCE DUE:

5,674.00

RECV'D BY: SIGNATURE: _____

Date: _____

I agree to pay the total amount due.

PRINT NAME: _____

EMPLOYEE ID: _____

Thank you for your business!

Billing Questions: erika@hudsonrivertruck.com

Subtotal	5,674.00
Sales Tax	
Customer Resale Number: A-158985	
TOTAL INVOICE	5,674.00



January 2, 2019

Mr. Jim Gilchrist
Town of Carmel
Sycamore Park
790 Long Pond Rd
Mahopac, NY 10541

Via Email: jrg@ci.carmel.ny.us

RE: Airport Park
Phase 2, Field Improvements
Town of Carmel, New York

Dear Mr. Gilchrist:

Our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) is pleased to submit this proposal for continued engineering services for your project.

Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) proposes to assist you with professional engineering services during design and construction of Phase 2 field improvements. These services include preparation of construction documents, shop drawing review, response to requests for information, observations, inspections, bidding, as well as other construction related services as may be required by your team.

1.0 QUALIFICATIONS

Insite is a firm with fresh ideas and a commitment to quality and service. Our experienced staff has been involved in many field projects in the area, so we are confident that we can service your project well. Insite is staffed with Professional Engineers, Landscape Architects and Land Surveyors, all registered in the State of New York, a full design team, and state-of-the-art computer-aided design and drafting systems. We believe our experienced and multidisciplinary firm provides you with the expertise necessary to bring this project to successful completion.

Insite's mission as a leader in the fields of civil engineering, land surveying, and landscape architecture has remained consistent since our inception in 1989; we deliver prompt, professional services driven by value and client's needs. *At Insite, we make commitments you can count on, and deliver solutions you can build on.*

2.0 SCOPE OF SERVICES

Insite proposes to provide construction phase engineering services. Please note schedules and budget for our services are highly dependent on the pace and quality of construction. The following scope of work is proposed:

The Phase 2 field improvements involve the establishment of natural turf and installation of field irrigation piping and appurtenances for the five proposed athletic fields currently under construction. The ongoing Phase 1 construction will bring the fields to subgrade and stockpile topsoil for use in the Phase 2 work.

The Phase 2 improvements included in Insite's scope of work only includes natural turf establishment and on field irrigation piping and appurtenances. The source, storage, pumping and delivery of water is being handled by others. Future field improvements such as fencing, goals, landscaping, seating, buildings, water supply, sewage disposal and site amenities are to be addressed in future phases of work.

2.1. Soil Testing

Insite will take topsoil samples from the five fields topsoil stockpiles, and send them to a lab for soil testing and agronomic recommendations for soil supplements. The recommendations will be included in the construction documents.

2.2. Construction Documents

Insite will prepare the Phase 2 construction drawings and supplement them with technical specifications for the site related work. Insite will work closely with the Town on budgeting and value engineering to finalize the construction documents.

2.3. Bidding

Insite will assist the Town with bidding related services, including the preparation of bid documents, solicitation of contractors, bidding support, attendance of a pre-bid meeting, responding to requests for information from contractors during bidding, reviewing bids, and recommending a contractor.

2.4. Construction Phase Services

Insite will provide part time construction phase services for the subject project. This task includes part-time construction inspection to ensure compliance with the approved plans and specifications. Also included in this task are: shop drawing review, response to contractor and owner Request for Information (RFI's), attendance of site meetings, and general construction support for the site related aspects of the project. The frequency of inspections can vary based on the pace of the work and quality of the construction. Insite manhour budgets for time have been allocated for each task below, based on a 12 week active construction period.

Insite will support the project during construction of the site improvements for the proposed project. The site/civil tasks envisioned at this time in support of this effort are as follows:

- Project startup (16 manhours).
- Response to requests for information (8 manhours).
- Review of the submittals (16 manhours).
- Observations during construction (60 manhours).
- Erosion control inspections as required by the NYSDEC General Permit (60 manhours).
- Preparation of construction compliance documents for site improvements (12 manhours).
- Meetings and coordination with Town and Permitting Agencies (16 manhours).

Please note that the final scope of work maybe altered based on the construction program and scheduling, and could affect the manhour budgets stated.

3.0 FEES FOR SERVICES

Insite's budgets for service are as follows:

2.1	Soil Testing	Budget	\$3,200.00
2.2	Construction Documents	Budget	\$11,500.00
2.3	Bidding	Budget	\$3,600.00
2.4	Construction Phase Services	Budget	\$24,000.00

Insite's services will be billed monthly on a time and materials basis for all hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The scope of professional services as described in this proposal is inclusive of activities normally required by the Town of Carmel. The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.
- Surveying services.
- Procurement of regulatory permits (not anticipated).
- Services resulting from significant changes in the general scope, extent, or character of the project or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

4.0 AUTHORIZATION TO PROCEED

Should you find this proposal acceptable and wish to retain Insite to provide professional services, please sign this proposal in the Authorization to Proceed section, and return it to our office for acceptance. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date shown herein.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: JJC
Jeffrey J. Contelmo, PE
Senior Principal Engineer

JJC/amk

Insite File No. 00006.3973

AUTHORIZATION TO PROCEED

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

Signature: _____

Contact: _____

Printed Name: _____

Office #: _____

Date: _____

Fax #: _____

Address: _____

Cell #: _____

Email: _____

INSITE ACCEPTANCE:

Accepted By: _____

Date: _____

Insite File No. 00006.3973

2019 PROFESSIONAL SERVICES SCHEDULE

FEE SCHEDULE

Senior Principal	\$196./hr.
Principal	\$174./hr
Senior Project Personnel (Engineer, Landscape Architect, Surveyor)	\$150./hr.
Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)	\$138./hr.
Senior Survey Technician/Senior Field Technician	\$118./hr.
Design Engineer/Landscape Designer/CADD Specialist	\$112./hr.
Designer/Survey Technician	\$100./hr.
CADD Operator/Field Technician	\$84./hr.
Junior Technician	\$74./hr.
Administration	\$54./hr.
Survey Field Crew (2-person)	\$220./hr.
Survey Field Crew (1-person)	\$166./hr.

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal. In addition, reimbursement is required for all actual expenses incurred including mileage (rate of \$0.60 per mile), special equipment, plotting, printing, postage, express deliveries, and related items.

GENERAL TERMS AND CONDITIONS

Insite shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

Payment Unless otherwise provided in this Agreement, Insite shall invoice Client monthly as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

Changes in Scope Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

Non-Responsibility Insite shall not be responsible for construction means and methods, site safety, or pollution control.

Insite Engineering, Surveying & Landscape Architecture, P.C.

2019 PROFESSIONAL SERVICES SCHEDULE

GENERAL TERMS AND CONDITIONS (Continued)

Client Responsibilities Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

Change in Law Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

Force Majeure Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

Other Use of Results Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than for their intended use in connection with project.

Indemnification Subject to the provision of these General Terms & Conditions, Insite agrees to indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

Insurance Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

Liability The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to the cost of the services, or \$1,000,000, whichever is less.

Limitation of Damages The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

Suspension of Services Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

Termination Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

Assignment Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

Notice All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

Integration This Agreement shall constitute the entire agreement between the parties.

Modification This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.

Interpretation This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

Severability If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

Waiver Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*



TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JANUARY 2, 2019

RE: REQUEST TO DISPOSE OF EQUIPMENT

I am requesting the authorization to dispose of the following:

Highway Department Equipment Retired		
Description	Hwy ID	VIN Number
2009 FORD Crown VIC	Car #8	2FAHP71V79X138205
2010 FORD Crown VIC	315	2FABP7BV3AX135522
1997 Mack RD 4X2 Brine	Truck #40	1M2P263C9VM022575

TOWN OF CARMEL HIGHWAY DEPARTMENT



Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: DECEMBER 21, 2018

RE: REQUEST TO APPROVE – PARTNERS IN SAFETY ANNUAL CONTRACT

I am requesting authorization for approval of the 2019 DOT Program Agreement for our CDL drivers administered by Partners in Safety.

cc Comptroller MaryAnn Maxwell

Complete DOT Program Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$47.00 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- GC/MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- Blind Specimen Submissions
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:

\$ 48.00 per test

DOT drug test with collection performed at an approved walk-in medical facility:

\$ 83.00 per test

Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:

• offices of Partners In Safety:

\$ 78.00 per test

• approved walk-in medical facility:

\$ 108.00 per test

DOT Breath Alcohol test at offices of Partners In Safety:

\$ 38.00 per test

DOT Breath Alcohol test at an approved walk-in medical facility:

\$ 55.00 per test

DOT/19A physical performed at offices of Partners In Safety:

\$ 65.00 per person

Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)

\$ 250.00 per test

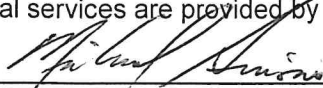
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)

\$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

On-site medical services available upon request, minimum volume required.

Professional medical services are provided by Partner in Safety and Medicine, PLLC.

Signature and Title



Client: Town of Carmel Highway Dept.

Ursula Clancy, President

Date: 12/21/18

Partners In Safety, Inc.

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

January 3, 2019

Kenneth Schmitt, Town Supervisor and
Town of Carmel Town Board
60 McAlpin Ave
Mahopac, N.Y. 10541

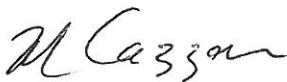
Honorable Members of the Town Board,

I would like the Town Board's permission to purchase the unmarked detective vehicle that was approved in the Police Department's 2019 budget. Attached is the Onondaga County contract price quote from Robert Green Truck Division, Route 17 East Exit 107, Rock Hill, New York.

The purchase price of this new 2016 AWD Dodge Charger, with the additional undercover police lighting package installed, is \$27,812.04.

I am requesting a Town Board resolution authorizing this budgeted purchase.

Respectfully,



Michael Cazzari
Police Chief

Michael Cazzari
Chief of Police

**TOWN OF CARMEL
POLICE DEPARTMENT**
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

MEMORANDUM

To: Town Board, Town of Carmel

From: Chief Michael Cazzari

Date: January 3, 2019

Ref: Request to Purchase Motor Vehicle Fuel under NYS OGS Award # 23092

I am requesting authorization to purchase gasoline from Global Montello Group Corp., 800 South Street, Waltham, MA 02454. Global has been awarded the local contract PC68456, by NYS OGS Group 05600, Award #23092. This contract period is from December 19, 2018 – December 17, 2020.

Thanks

MC





Contract Award Notification

Title	:	Group 05600 – Gasoline & E-85 (Statewide) Classification Code(s): 15
Award Number	:	<u>23092</u> (Replaces Awards 22782 and 22951)
Contract Period	:	December 19, 2018 – December 17, 2020
Bid Opening Date	:	September 19, 2018
Date of Issue	:	December 13, 2018 (Revised December 19, 2018)
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 E-mail : bryant.kirk@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

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

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein.

For current contract prices, please go to the Pricing Information link on the Award page.

Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0560223092CAN.HTM>

NOTE: See individual contract items to determine actual awardees.

CONTRACT Number	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEIN / NYS VENDOR ID
PC68456	Global Montello Group Corp. 800 South Street Waltham, MA 02454	<p>Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4003 Email: Bids@globalp.com</p> <p><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><u>Contact to Escalate Contract Orders:</u> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u> Dispatch Department Toll Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><u>Contacts for NYS Declared Emergencies or Disasters:</u> Kevin Young V.P. Municipal and Commercial Bids Phone: 781-398-4259 Email: kyoung@globalp.com</p> <p>Kevin Bowe (Back-up) Dispatch Manager Phone: 781-398-4059 Email: kbowe@globalp.com</p> <p><u>Contact for Billing Issues:</u> Bid Department Phone: 781-398-4003 Email: bids@globalp.com</p>	04-3443028 1100005467

PC68457	Mirabito Holdings, Inc. d/b/a Mirabito Energy Products The Metrocenter – 49 Court Street, P.O. Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Email: joe.desti@mirabito.com <u>Customer Service Contact for NYS Contract Orders (Mon-Fri 8am-5pm):</u> Paul Gunther CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com <u>Contact to Escalate Contract Orders:</u> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Email: jason.mirabito@mirabito.com <u>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</u> Gene Fuller Operations Manager Phone: 607-561-2735 Toll Free: 800-934-9480 Email: gene.fuller@mirabito.com <u>Backup Contact for NYS Declared Emergencies or Disasters:</u> Jason Mirabito V.P. Wholesale Fuels Phone: 607-352-2930 Toll Free: 800-934-9480 Email: jason.mirabito@mirabito.com <u>Contact for Billing Issues:</u> Paul Gunther (M-F, 8am-5pm) CSR Manager Phone: 607-352-2800 Toll Free: 800-934-9480 Email: paul.gunther@mirabito.com	15-0552668 1000007358
PC68458 SB-47	MX Petroleum Corp. 22 Center Street Massena, NY 13662	Jeanine Caron Controller Phone: 315-769-9500 Email: j.caron@mxfuels.com <u>Customer Service Contact for NYS Contract Orders:</u> Dispatcher (M-F, 830am-5pm) Phone: 315-769-9500 Toll Free: 800-840-0645 Website: mxfuels.com <u>Contact to Escalate Contract Orders:</u> Gus Miller General Manager Phone: 315-769-9500	16-1352970 1000015801

		<p>Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p>Contact for After Hours, Weekend, and/or Holiday Emergency: Answer Service Dispatcher Phone: 315-769-9500 Toll Free: 800-840-0645 Email: g.miller@mxfuels.com</p> <p>Contacts for NYS Declared Emergencies or Disasters: Mickey Miller Manager Operations Phone: 315-769-9500 Toll Free: 800-840-0645 Email: m.miller@mxfuels.com</p> <p>Gus Miller (Back-up) General Manager Phone: 315-769-9500 Email: g.miller@mxfuels.com</p> <p>Contact for Billing Issues: Jeanine Caron (M-F, 830am-5pm) Controller Phone: 315-769-9500 Toll Free: 800-840-0645 E-mail: j.caron@mxfuels.com</p>	
PC68459	<p>NOCO Energy Corp. 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p>Customer Service Contact for NYS Contract Orders (Mon-Fri 730am-500pm): Customer Fuel Order Desk Fuel Order Consultant Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p>Contact to Escalate Contract Orders: Alice Lineberger Customer Service Manager Phone: 716-614-1148 / 716-341-9722 Email: alineberger@noco.com</p> <p>Contact for After Hours, Weekend, Holiday Emergency, and NYS Declared Emergencies or Disasters: Kevin Galas Transportation Director Phone: 716-504-3308 / 716-435-7309 Email: kgalas@noco.com</p> <p>Backup Contact for NYS Declared Emergencies or Disasters: Joe Gross</p>	<p>160727383 1000007468</p>

		<p>Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p> <p><u>Contact for Billing Issues:</u> Joe Gross (M-F, 730am-5pm) Director of Sales Phone: 716-614-1145 / 716-998-6870 Email: jgross@noco.com</p>	
PC68460	<p>Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801</p>	<p>Jeanette Finley Manager, Bids & Contracts Phone: 914-328-6730 Toll-Free: 877-689-1880 Email: contractdesk@spragueenergy.com</p> <p><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u> Customer Care Team Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><u>Contact to Escalate Contract Orders:</u> Customer Care Team/Dispatch Toll Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><u>Contacts for NYS Declared Emergencies or Disasters:</u> Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p>Barry Panicola (Back-up) Director, Transportation Phone: 516-622-7091 Toll Free: 800-225-1560 Email: newyorktransportationmanagement@spragueenergy.com</p> <p><u>Contact for Billing Issues:</u> Customer Care Team (8am-5pm) Toll Free: 800-880-6037 Email: contractmgmt@spragueenergy.com</p>	<p>02-0415440 1000005203</p>

PC68461	Sunoco LLC 3801 West Chester Pike Newtown Square, PA 19073	Teresa Payne Toll-Free: 800-724-2552 Email: Teresa.Payne@sunoco.com Customer Service Contact for NYS <u>Contract Orders:</u> Sunoco Dispatch Dispatch Group Toll-Free: 800-724-2552 E-mail: superiordispatch@sunoco.com <u>Contact to Escalate Contract Orders:</u> Sunoco Wholesale Toll Free: 800-724-2552 Email: wholesale@sunoco.com Contact for After Hours, Weekend, or <u>Holiday Emergency:</u> Sunoco Wholesale Toll-Free: 800-724-2552 E-mail: wholesale@sunoco.com Contacts for NYS Declared Emergencies <u>or Disasters:</u> Sunoco Dispatch Toll Free: 800-955-5992 E-mail: superiordispatch@sunoco.com Sunoco Wholesale (Back-up) Toll Free: 800-724-2552 E-mail: wholesale@sunoco.com <u>Contact for Billing Issues:</u> Sunoco Wholesale (M-F, 8am-5pm) Toll Free: 800-724-2552 E-mail: wholesale@sunoco.com	46-4151222 1100195900
PC68462	United Metro Energy Corp. 500 Kingsland Ave. Brooklyn, NY 11222	Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com Customer Services Contact for NYS <u>Contract Orders:</u> Edward Abreu (7am-7pm) Manager Customer Service Phone: 718-389-5800 x152 Email: edwardabreu@umecny.com Contact for After Hours, Weekend, and/or <u>Holiday Emergency:</u> Scott Alnwick Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	46-2112871 1100082712

		Contacts for NYS Declared Emergencies or Disasters: Robert Leavy VP Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com Scott Alnwick (Back-up) Transportation Manager Phone: 718-389-5800 x157 E-mail: scottalnwick@umecny.com	
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Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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.

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the “Pricing Information” link on the Award page.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Albany	Flex Fuel (E-85)	\$ 1.8374		Global Montello Group
Albany	Gas Regular	\$ 2.1418		Global Montello Group
Albany	Gas Mid Range	\$ 2.2106		Global Montello Group
Albany	Gas Premium	\$ 2.3493		Global Montello Group
Allegany	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Allegany	Gas Regular	\$ 2.6261	\$ 0.1000	Sunoco LLC
Allegany	Gas Mid Range	\$ 2.6829		Sunoco LLC
Bronx	OPRG(E) Gas Regular	\$ 2.1799		United Metro Energy Corp.
Broome	Gas Regular	\$ 2.1761		Mirabito Energy Products
Broome	Gas Mid Range	\$ 2.2329		Mirabito Energy Products
Cattaraugus	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Cattaraugus	Gas Regular	\$ 2.2046		NOCO Energy Corp.
Cattaraugus	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Cayuga	Gas Regular	\$ 2.5206		Mirabito Energy Products
Chautauqua	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Chautauqua	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Chautauqua	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Chautauqua	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Chemung	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Chemung	Gas Regular	\$ 2.3261		Sunoco LLC
Chemung	Gas Mid Range	\$ 2.6329		Sunoco LLC
Chemung	Gas Premium	\$ 2.7183		Sunoco LLC
Chenango	Gas Regular	\$ 2.5506		Mirabito Energy Products
Clinton	Gas Regular	\$ 2.2513	\$ 0.1200	MX Petroleum Corp.
Clinton	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Columbia	Gas Regular	\$ 2.2542		Global Montello Group
Cortland	Gas Regular	\$ 2.5816		Mirabito Energy Products
Cortland	Gas Premium	\$ 2.7238		Mirabito Energy Products
Delaware	Gas Regular	\$ 2.5816		Mirabito Energy Products
Dutchess	OPRG(E) Gas Regular	\$ 2.2772		Global Montello Group
Dutchess	OPRG(E) Gas Premium	\$ 2.4109		Global Montello Group
Dutchess	OPRG(E) Gas Mid Range	\$ 2.3221		Global Montello Group
Erie	Flex Fuel (E-85)	\$ 2.2833		Sunoco LLC
Erie	Gas Regular	\$ 2.1261	\$ 0.0100	NOCO Energy Corp.
Erie	Gas Mid Range	\$ 2.3289		NOCO Energy Corp.
Erie	Gas Premium	\$ 2.4143		NOCO Energy Corp.

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Essex	Gas Regular	\$ 2.2216	\$ 0.1200	MX Petroleum Corp.
Essex	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Franklin	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Franklin	Gas Regular	\$ 2.2303	\$ 0.1200	MX Petroleum Corp.
Fulton	Gas Regular	\$ 2.2253		Global Montello Group
Fulton	Gas Mid Range	\$ 2.2941		Global Montello Group
Fulton	Gas Premium	\$ 2.4328		Global Montello Group
Genesee	Gas Regular	\$ 2.3261	\$ 0.1000	Sunoco LLC
Greene	Gas Regular	\$ 2.2065		Global Montello Group
Hamilton	Gas Regular	\$ 2.4761		Sunoco LLC
Herkimer	Gas Regular	\$ 2.3761		Mirabito Energy Products
Herkimer	Gas Premium	\$ 2.5183		Mirabito Energy Products
Jefferson	Gas Regular	\$ 2.5011		Mirabito Energy Products
Jefferson	Gas Mid Range	\$ 2.5579		Mirabito Energy Products
Kings	OPRG(E) Gas Premium	\$ 2.1861		United Metro Energy Corp.
Kings	OPRG(E) Gas Regular	\$ 2.1283		United Metro Energy Corp.
Lewis	Gas Regular	\$ 2.6261		Sunoco LLC
Livingston	Gas Regular	\$ 2.3061		Mirabito Energy Products
Livingston	Gas Mid Range	\$ 2.4429		Mirabito Energy Products
Livingston	Gas Premium	\$ 2.5683		Mirabito Energy Products
Madison	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Madison	Gas Regular	\$ 2.3261	\$ 0.0500	Sunoco LLC
Madison	Gas Mid Range	\$ 2.6829	\$ 0.0500	Sunoco LLC
Monroe	Flex Fuel (E-85)	\$ 2.1833		Sunoco LLC
Monroe	Gas Regular	\$ 2.2011	\$ 0.0800	Sunoco LLC
Monroe	Gas Mid Range	\$ 2.3329	\$ 0.0800	Sunoco LLC
Monroe	Gas Premium	\$ 2.4183	\$ 0.0800	Sunoco LLC
Montgomery	Gas Regular	\$ 2.1939		Global Montello Group
Montgomery	Gas Mid Range	\$ 2.2627		Global Montello Group
Nassau	Flex Fuel (E-85)	\$ 1.7720		Sprague Operating Resources
Nassau	OPRG(E) Gas Regular	\$ 2.0913		Sprague Operating Resources
Nassau	OPRG(E) Gas Mid Range	\$ 2.1563		Sprague Operating Resources
Nassau	OPRG(E) Gas Premium	\$ 2.2215		Sprague Operating Resources
New York	OPRG(E) Gas Regular	\$ 2.0942		United Metro Energy Corp.
New York	OPRG(E) Gas Premium	\$ 2.2012		United Metro Energy Corp.
Niagara	Gas Regular	\$ 2.1596	\$ 0.0100	NOCO Energy Corp.
Niagara	Gas Mid Range	\$ 2.3219		NOCO Energy Corp.
Niagara	Gas Premium	\$ 2.4073		NOCO Energy Corp.
Oneida	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oneida	Gas Regular	\$ 2.5066		Mirabito Energy Products
Oneida	Gas Mid Range	\$ 2.5634		Mirabito Energy Products

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
Onondaga	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Onondaga	Gas Regular	\$ 2.5066		Mirabito Energy Products
Ontario	Gas Regular	\$ 2.1060		Sunoco LLC
Ontario	Gas Mid Range	\$ 2.3328		Sunoco LLC
Ontario	Gas Premium	\$ 2.4182		Sunoco LLC
Orange	Flex Fuel (E-85)	\$ 1.8675		Global Montello Group
Orange	OPRG(E) Gas Mid Range	\$ 2.3244		Global Montello Group
Orange	OPRG(E) Gas Premium	\$ 2.3732		Global Montello Group
Orange	OPRG(E) Gas Regular	\$ 2.2695		Global Montello Group
Orleans	Flex Fuel (E-85)	\$ 2.5833		Sunoco LLC
Orleans	Gas Regular	\$ 2.1911	\$ 0.0500	Sunoco LLC
Orleans	Gas Mid Range	\$ 2.3329	\$ 0.0500	Sunoco LLC
Oswego	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Oswego	Gas Regular	\$ 2.3761		Mirabito Energy Products
Oswego	Gas Mid Range	\$ 2.4329		Mirabito Energy Products
Otsego	Gas Regular	\$ 2.3751		Mirabito Energy Products
Putnam	OPRG(E) Gas Mid Range	\$ 2.2690		Global Montello Group
Putnam	OPRG(E) Gas Premium	\$ 2.3578		Global Montello Group
Putnam	OPRG(E) Gas Regular	\$ 2.2141		Global Montello Group
Queens	OPRG(E) Gas Mid Range	\$ 2.0995		United Metro Energy Corp.
Queens	OPRG(E) Gas Premium	\$ 2.1636		United Metro Energy Corp.
Queens	OPRG(E) Gas Regular	\$ 2.0932		United Metro Energy Corp.
Rensselaer	Flex Fuel (E-85)	\$ 1.8353		Global Montello Group
Rensselaer	Gas Regular	\$ 2.1397		Global Montello Group
Rensselaer	Gas Mid Range	\$ 2.2085		Global Montello Group
Rockland	Flex Fuel (E-85)	\$ 1.8068		Global Montello Group
Rockland	OPRG(E) Gas Mid Range	\$ 2.2537		Global Montello Group
Rockland	OPRG(E) Gas Premium	\$ 2.3425		Global Montello Group
Rockland	OPRG(E) Gas Regular	\$ 2.2088		Global Montello Group
Saratoga	Gas Regular	\$ 2.2019		Global Montello Group
Saratoga	Gas Mid Range	\$ 2.2707		Global Montello Group
Saratoga	Gas Premium	\$ 2.4094		Global Montello Group
Schenectady	Gas Regular	\$ 2.1749		Global Montello Group
Schenectady	Gas Mid Range	\$ 2.2237		Global Montello Group
Schoharie	Gas Regular	\$ 2.2075		Global Montello Group
Schuyler	Gas Regular	\$ 2.2511		Sunoco LLC
Seneca	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
Seneca	Gas Regular	\$ 2.6260		Sunoco LLC
Seneca	Gas Mid Range	\$ 2.6829		Sunoco LLC
Seneca	Gas Premium	\$ 2.7683		Sunoco LLC

County	Fuel Type	Bid Price Per Gallon	Volume Discounts	Awarded Vendor
St. Lawrence	Flex Fuel (E-85)	\$ 2.8333		Sunoco LLC
St. Lawrence	Gas Regular	\$ 2.2766	\$ 0.1200	MX Petroleum Corp.
St. Lawrence	Gas Mid Range	\$ 2.3529	\$ 0.1200	MX Petroleum Corp.
Steuben	Gas Regular	\$ 2.3060		Sunoco LLC
Steuben	Gas Mid Range	\$ 2.3628		Sunoco LLC
Steuben	Gas Premium	\$ 2.3628		Sunoco LLC
Suffolk	Flex Fuel (E-85)	\$ 1.6300		Sprague Operating Resources
Suffolk	OPRG(E) Gas Mid Range	\$ 2.1609		Sprague Operating Resources
Suffolk	OPRG(E) Gas Premium	\$ 2.2262		Sprague Operating Resources
Suffolk	OPRG(E) Gas Regular	\$ 2.0958		Sprague Operating Resources
Sullivan	Gas Regular	\$ 2.1555		Global Montello Group
Tioga	Gas Regular	\$ 2.5316		Mirabito Energy Products
Tompkins	Gas Regular	\$ 2.3561		Sunoco LLC
Tompkins	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Ulster	Gas Regular	\$ 2.1971		Global Montello Group
Ulster	Gas Mid Range	\$ 2.2659		Global Montello Group
Ulster	Gas Premium	\$ 2.3646		Global Montello Group
Warren	Gas Regular	\$ 2.1872		Global Montello Group
Warren	Gas Mid Range	\$ 2.2560		Global Montello Group
Washington	Gas Regular	\$ 2.2161		Global Montello Group
Washington	Gas Mid Range	\$ 2.2849		Global Montello Group
Washington	Gas Premium	\$ 2.3936		Global Montello Group
Wayne	Flex Fuel (E-85)	\$ 2.8333	\$ 0.0500	Sunoco LLC
Wayne	Gas Regular	\$ 2.2961	\$ 0.0500	Sunoco LLC
Wayne	Gas Mid Range	\$ 2.6329	\$ 0.0500	Sunoco LLC
Westchester	Flex Fuel (E-85)	\$ 1.6448		Sprague Operating Resources
Westchester	OPRG(E) Gas Mid Range	\$ 2.1380		United Metro Energy Corp.
Westchester	OPRG(E) Gas Premium	\$ 2.2046		United Metro Energy Corp.
Westchester	OPRG(E) Gas Regular	\$ 2.1320		United Metro Energy Corp.
Wyoming	Gas Regular	\$ 2.2681		NOCO Energy Corp.
Yates	Gas Regular	\$ 2.2869		Sunoco LLC
Yates	Gas Mid Range	\$ 2.4589		Sunoco LLC

NEW ACCOUNTS:

All new accounts must follow the procedure outlined in the Delivery Schedules section of this award. Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractors to notify both contract user

and OGS Procurement Services of any locations not originally on the Delivery Schedules, within thirty (30) days after the first delivery is made.

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).

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE:

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

ESTIMATED QUANTITIES:

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the Contract period, and will purchase all their Gasoline and E-85 requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no

guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

PRICE:

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

Pricing for Contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of gasoline on Wednesday, and requests that the delivery be made on the following Tuesday.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in this Contract.

NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

ORDERING:

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

MINIMUM ORDER:

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 gallons are at the Contractor's option, except for tank top-offs for testing.

All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on "automatic replenishment".

Tank Capacity (in gallons)	Amount Delivered (in gallons)	Optional Surcharge
1000 or more	Under 500 to 250	\$50.00

	Under 250	\$75.00
Less than 1000	Under 500 to 250	\$25.00
	Under 250	\$50.00

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

If delivering to same property, but to separate tanks, minimum delivery charge will only be applicable if total delivery to property is less than minimum order size.

PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

INVOICING AND PAYMENT:

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*. The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

SHIPPING CHARGES:

Prices for all Items include all customs duties and charges for delivery, and are net FOB destination for delivery to any location designated by the Authorized User within a given County in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the *Extension of Use* clause.

PRODUCT DELIVERY:

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "Human Needs Customers."

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. In addition to any available remedies per Appendix B, Section 48 Remedies for Breach, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient Gasoline and E-85 on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for insuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt, and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

AUTOMATIC REPLENISHMENT:

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons.

Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or

tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5500
15%	5,500 and over

The minimum order size of 500 gallons stipulated in Section MINIMUM ORDER shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the Contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

METHOD OF DELIVERY

TW: Delivery by tank wagon into storage tanks of less than 5,500 gallons

MT: Minimum delivery of 5,500 gallons to one or more tanks from one fixed location of the delivery vehicle. All such deliveries shall first be recorded directly into the transporting vehicle.

DELIVERY SCHEDULES:

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL205, are available as a guide to indicate proposed delivery points and estimated annual quantities. Delivery schedules may be revised or clarified as necessary. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The delivery schedules are available on the OGS website.

Contractors shall be obligated to deliver under the resulting contract to any State Agency which places a purchase order under this Contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS as of the date of the bid opening for this award, shall be eligible to receive deliveries and/or be added to the Delivery Schedule at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and the ordering entity) to the Contractor's address as indicated in the award. Contractors must notify OGS of any new business created from Authorized Users' requests for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both Contract user and OGS of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See Section New Accounts.

At any time during the Contract term, Contractor may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the delivery schedules.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: On occasion, entities may appear on the wrong delivery schedule as entities self-report. For example, a non- State entity may appear on the Agency schedule on occasion or vice versa. OGS does review and seek clarification of information on the delivery schedules, but does not catch all errors.

FILL AND VENT REQUIREMENTS:

Authorized Users must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

Authorized Users should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

PETROLEUM TRANSFER REQUIREMENTS:

Contractor's delivery trucks SHALL BE EQUIPPED WITH METERS, with the exception of motor transports, to accurately measure quantities delivered. Metered deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered.

PRODUCT RETURN AND EXCHANGES:

In addition to the provisions of Appendix B, Sections 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

GUARANTEE:

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under the Contract and shall be liable for any damages for which he or his employees are responsible.

This liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. Oil spills of any size shall be immediately reported to the agency Business Office to effect contact with a representative of the Department of Environmental Conservation. More information can be viewed at: <http://www.dec.ny.gov/chemical/8428.html>

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

ENGINEERING SERVICE:

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's Fuel in State equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

POOR PERFORMANCE:

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

**State of New York
Office of General Services
PROCUREMENT SERVICES
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 return this form via e-mail to OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov or mail to:

Attn: Bryant Kirk
NYS Office of General Services, Procurement Services
Corning Tower, 38th Floor
Empire State Plaza
Albany, New York 12242
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