

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 05900 – NATURAL GAS (Firm Supply – Fixed and Indexed Price) (Interruptible Supply – Index Price) Classification Code: 15
Award Number	:	<u>20438</u> (Replaces Awards 19162 & 19510)
Contract Period	:	November 1, 2006 to October 31, 2008
Bid Opening Date	:	August 15, 2006
Date of Issue	:	August 15, 2006
Specification Reference:		As Incorporated In The Invitation for Bids
Contractor Information:		Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**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 Energy Regulatory Commission, the New York Legislature and the New York Public Service Commission.

PR # 20438

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62689	COLONIAL ENERGY, INC. 3975 FAIR RIDGE DRIVE SUITE T10 NORTH FAIRFAX, VA 22033	845-429-3229 Susan Filgueras FAX NO.: 845-786-5341 E-mail: sfilgueras@colonialenergy.com Web Site: www.colonialgroupinc.com	582209516
PC62690	CONSTELLATION NEW ENERGY - GAS DIVISION 2440 SHERIDAN DRIVE TONAWANDA, NY 14150	716-541-1667 Timothy D. Wright FAX NO.: 716-614-1819 E-mail: tim.wright@constellation.com Web Site: www.newenergy.com	830456842
PC62691	HESS CORP. ONE HESS PLAZA WOODBIDGE, NJ 07095	800-437-7265 800-437-7872 732-750-6888 Nelson Alves OR Hess Operator FAX NO.: 732-750-6927 E-mail: nalves@hess.com Web Site: www.hess.com	134921002
PC62692 SB	NATIONAL FUEL RESOURCES, INC. 165 LAWRENCE BELL DRIVE SUITE 120 WILLIAMSVILLE, NY 14231	800-839-9993 716-630-6700 Dan Czechowicz OR Lynn Pohlman 716-630-6717 OR 716-630-6799 FAX NO.: 716-630-6751 E-mail: dczechowicz@nfrinc.com E-mail: lpohlman@nfrinc.com Web Site: www.nationalfuelgas.com	161408956
PC62693	ENERGY CREDIT GROUP, LLC 1077 CELESTIAL STREET CINCINNATI, OH 45202	800-598-2046 513-621-1113 Larry Freeman FAX NO.: 513-621-3773 E-mail: lfreeman@stand-energy.com Web Site: www.standenergy.com	311662765

Cash Discount, If Shown, Should be Given Special Attention.

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

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

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SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

PRICE:

Marketer's price (also known as the basis cost) includes all costs associated with the acquisition and transportation of the gas to the LDC's city gate (Basis Cost) including shrinkage, fuel retainage losses, GRI surcharge, custom duties and charges. Governmental entities are to be automatically considered federal and state tax exempt. No supplier/marketer 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.

FIXED PRICE:

Lots indicted as Fixed Price shall be firm and fixed for both commodity and basis costs at the bid price for the duration of the contract. Price revisions are not applicable for those lots marked as fixed price.

MONTHLY INDEXED PRICE:

"Index Cost" Pricing Method

Month to month indexed prices are calculated 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 plus the marketer's basis cost. Prices will be carried to the 4th decimal place. Basis cost will be firm throughout the duration of the contract period. Monthly indexed commodity prices do not apply to those lots identified as Fixed Price.

ALL LOTS FOR INDEXED PRICING:

Monthly prices will represent City Gate full quantity delivery with fuel retention, line losses and shrinkage. Marketers will model their price structure after the following model:

$$\begin{array}{rclcl} \text{City Gate} & = & \text{Average of Last} & + & \text{Marketer's Basis Cost}^{**} \\ \text{Price} & & \text{Three Days} & & \\ & & \text{Close of NYMEX} & & \end{array}$$

where the only variable is the "Average of Last Three Days Close of NYMEX". Marketer's "Basis Cost" is fixed for the duration of the contract. Reductions to marketer's basis cost may be allowed at any time.

NOTE:

Average of the last three days of the Close of the NYMEX means 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 means all costs associated with the marketer's acquisition and transportation of natural gas to the LDC City Gate including all costs associated with balancing services to the city gate LDC. This does not include the commodity cost.**

****Carried to the 4th decimal place.**

(continued)

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

FIXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Fishkill Correctional Facility	<u>31,400</u>	
<u>LOT 1 - Total Quantities</u> (Item 1)	31,400	\$11.9710 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 1: HESS CORPORATION

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

INDEXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. NYS DOT (Poughkeepsie)	960	
2. NYS DOT (Newburgh)	900	
3. NYS DOT (Poughkeepsie)	4,145	
4. NYS DOT (Kingston)	780	
5. DMNA (Newburgh)	3,138	
6. NYS DOT (Poughkeepsie)	2,548	
7. DMNA (Poughkeepsie)	<u>1,503</u>	
<u>LOT 2 - Total Quantities</u> (Items 1 - 7)	13,974	NO AWARD

(continued)

LOT 3 - DELIVERY TO CENTRAL HUDSON GAS & ELECTRIC - 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.	Fishkill Correctional Fac.	435,000	
2.	OMH Hudson River Psych. Center	<u>18,292</u>	
<u>LOT 3 - Total Quantities</u>		453,292	\$0.8517**
(Items 1 - 2)			(INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: West Virginia

CONTRACTOR, LOT 3: COLONIAL ENERGY INC.

LOT 4 - DELIVERY TO CON EDISON – 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 (Yonkers)	842	
2.	DMNA (Whitestone)	1,535	
3.	DMNA (New York)	1,626	
4.	DMNA (New York)	758	
5.	DMNA (Bronx)	1,978	
6.	Peekskill CSD (Admin. Bldg.)	86	
7.	Peekskill CSD (Uriah Hill School)	196	
8.	Peekskill CSD (Oaksid School)	284	
9.	Peekskill CSD (High School)	390	
10.	Peekskill CSD (Park Street School)	59	
11.	Peekskill CSD (Peek Middle School)	287	
12.	Queensboro Correctional Fac.	12,419	
13.	DMNA (Bronx)	1,395	
14.	DMNA (New York)	1,046	
15.	Katonah Village Library	<u>797</u>	
<u>LOT 4 - Total Quantities</u>		23,698	NO AWARD
(Items 1 – 15)			

(continued)

LOT 5 - DELIVERY TO CON EDISON – CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u>	<u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	DMNA (Peekskill)	4,059	
2.	Westchester DOT	34,867	
3.	Westchester DOT	100,582	
4.	Westchester Encon	12,562	
5.	Westchester Encon	5,704	
6.	Tn of Greenburgh (Police/Court)	1,325	
7.	Tn of Greenburgh (Town Hall)	833	
8.	Tn of Greenbergh (Recreation Dept.)	1,386	
9.	Tn of Greenburgh (Library)	1,016	
10.	Tn of Greenburgh (Sprain Garage)	6,983	
11.	Tn of Greenburgh (Bryant Ave. Pump Sta.)	152	
12.	Tn of Greenburgh (Water & Sewer Dept.)	<u>1,169</u>	
<u>LOT 5 - Total Quantities</u>		170,638	NO AWARD
(Items 1 – 12)			

(continued)

LOT 6 - DELIVERY TO CON EDISON – 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.	City of Yonkers (Engine #1)	2,714	
2.	City of Yonkers (Engine #3)	972	
3.	City of Yonkers (Engine #4)	1,085	
4.	City of Yonkers (Engine #6)	468	
5.	City of Yonkers (Engine #7)	3,208	
6.	City of Yonkers (Engine #9)	2,859	
7.	City of Yonkers (Engine #10)	105	
8.	City of Yonkers (Engine #11)	639	
9.	City of Yonkers (Engine #12)	1,726	
10.	City of Yonkers (Engine #13)	997	
11.	City of Yonkers (1 st Precinct)	1,496	
12.	City of Yonkers (2 nd Precinct)	319	
13.	City of Yonkers (McLean Ave. Library)	180	
14.	City of Yonkers (McLean Ave. Recreation)	732	
15.	City of Yonkers (Veteran's Office)	183	
16.	City of Yonkers (Health Center)	3,658	
17.	City of Yonkers (Hillview Pump Sta.)	200	
18.	City of Yonkers (Schultze Field)	125	
19.	City of Yonkers (Police Property)	4,754	
20.	City of Yonkers (Sewer Dept.)	1,990	
21.	City of Yonkers (Fac. Maint. Div.)	6,599	
22.	City of Yonkers (Faye Park)	214	
23.	City of Yonkers (Beczak)	227	
24.	City of Yonkers (Nodine Hill Comm. Ctr.)	567	
25.	City of Yonkers (Recycling Center)	4,391	
26.	City of Yonkers (Hudson River Museum)	4,503	
27.	City of Yonkers (City Jail)	1,663	
28.	City of Yonkers (Yonkers)	5,446	
29.	City of Yonkers (Armory)	68	
30.	City of Yonkers (285 Nepperhan Ave.)	3,000	
31.	City of Yonkers (Sign Shop Tuckahoe Rd.)	1,975	
32.	City of Yonkers (Nepperhan Comm. Ctr.)	469	
33.	City of Yonkers (Cacace Justice Ctr.)	8,540	
34.	City of Yonkers (Green House)	940	
35.	City of Yonkers (Rifle Range)	492	
36.	City of Yonkers (Cola Center)	751	
37.	City of Yonkers (Chema Center)	472	
38.	City of Yonkers (Scotti Senior Center)	<u>725</u>	
		69,452	

LOT 6 - Total Quantities
(Items 1 – 38)

69,452

NO AWARD

(continued)

LOT 7 - DELIVERY TO CON EDISON – 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.	DMNA (New York)	6,676	
2.	DMNA (New York)	10,193	
3.	Peekskill CSD	5,491	
4.	Queensboro Correctional Fac.	804	
5.	Bedford Hills Correctional Fac.	<u>168,349</u>	
<u>LOT 7 - Total Quantities</u>		191,513	\$0.6621**
(Items 1 – 5)			(INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: Louisiana

CONTRACTOR, LOT 7: COLONIAL ENERGY INC.

LOT 8 - DELIVERY TO KEYSpan ENERGY (LONG ISLAND) – CITY GATE

FIXED PRICE/FIRM SUPPLY

Item No.	Agency	12 Months Approx. Quantity MMBtu's	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1.	DMNA (Ronkonkoma)	2,214	
2.	DMNA (Patchoque)	1,807	
3.	DMNA (Freeport)	2,444	
4.	DMNA (Bay Shore)	1,683	
5.	DMNA (Farmingdale)	609	
6.	DMNA (Farmingdale)	759	
7.	DMNA (Bay Shore)	839	
8.	DMNA (Patchoque)	541	
9.	North Massapequa Fire District	237	
10.	North Massapequa Fire District	78	
11.	North Massapequa Fire District	525	
12.	North Massapequa Fire District	<u>407</u>	
<u>LOT 8 - Total Quantities</u>		12,143	NO AWARD
(Items 1 - 12)			

(continued)

LOT 9 - DELIVERY TO KEYSpan ENERGY (LONG ISLAND) – CITY GATE

INDEXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Basis Cost* per MMBtu's Delivered to <u>LDC City Gate</u>
1. NYS DOT (Melville)	1,200	
2. NYS DOT (Hicksville)	240	
3. NYS DOT (North Merrick)	600	
4. NYS DOT (Central Islip)	3,570	
5. DMNA (Huntington Station)	2,837	
6. DMNA (Ronkonkoma)	<u>7,062</u>	
<u>LOT 9 - Total Quantities</u> (Items 1 - 6)	15,509	NO AWARD

LOT 10 - DELIVERY TO KEYSpan ENERGY (NEW YORK) – CITY GATE

FIXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <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 (Staten Island)	1,286	
2. Brooklyn DDSO	1,785	
3. Brooklyn DDSO	103,602	
4. DMNA (Jamaica)	<u>1,275</u>	
<u>LOT 10 - Total Quantities</u> (Items 1 - 4)	107,948	\$11.5510 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 10: HESS CORPORATION

(continued)

LOT 11 - DELIVERY TO KEYSpan ENERGY (NEW YORK) – 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 (Staten Island)	2,748	
2. DMNA (Staten Island)	<u>5,223</u>	
<u>LOT 11 - Total Quantities</u> (Items 1 - 2)	7,971	\$2.8840** (INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 11: HESS CORPORATION

LOT 12 - DELIVERY TO KEYSpan ENERGY (NEW YORK) – 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 (Jamaica)	20,317	
2. DMNA (Brooklyn)	4,634	
3. DMNA (Brooklyn)	3,255	
4. Brooklyn DDSO	86,415	
5. Arthur Kill CF	<u>4,600</u>	
<u>LOT 12 - Total Quantities</u> (Items 1 - 5)	119,221	NO AWARD (NO BIDS RECEIVED)

(continued)

LOT 13 - DELIVERY TO NATIONAL FUEL CITY GATE (NON CAPACITY)

FIXED PRICE/FIRM SUPPLY

<u>Item</u> <u>No.</u> <u>Agency</u>	12 Months Approx. Quantity <u>MMBtu's</u>	Fixed Price* per MMBtu's Delivered to <u>LDC City Gate</u>
1. Alfred University	101,419	
2. Erie Co. Water Authority	5,075	
3. Erie Co. Water Authority	7,083	
4. Erie Co. Water Authority	8,307	
5. City of Dunkirk	<u>5,100</u>	
<u>LOT 13 - Total Quantities</u> (Items 1 - 5)	126,984	\$10.6600 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: West Seneca, NY

CONTRACTOR, LOT 13: CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

LOT 14 - DELIVERY TO NATIONAL FUEL CITY GATE

FIXED PRICE/FIRM SUPPLY (CAPACITY)

<u>Item</u> <u>No.</u> <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 (Niagara Falls)	2,409	
2. DMNA (Hornell)	1,022	
3. DMNA (Dunkirk)	793	
4. DMNA (Avfuels)	91	
5. DMNA (Bldg. 923)	324	
6. DMNA (Bldg. 906)	458	
7. DMNA (Bldg. 960)	265	
8. DMNA (Bldg. 904)	1,187	
9. DMNA (Bldg. 901)	1,658	
10. DMNA (Bldg. 912)	1,497	
11. DMNA (Buffalo)	<u>973</u>	
<u>LOT 14 - Total Quantities</u> (Items 1 - 11)	10,677	\$11.4000 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: West Seneca, NY

CONTRACTOR, LOT 14: CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

(continued)

LOT 15 - DELIVERY TO NATIONAL FUEL CITY GATE (CAPACITY)

INDEXED 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.	NYS DOT (Hornell)	1,920	
2.	NYS DOT (Depew)	1,680	
3.	NYS DOT (Hamburg)	3,025	
4.	DMNA (Jamestown)	4,103	
5.	NYS Parks & Recreation	3,450	
6.	Wyoming Correction Fac.	4,500	
7.	Attica Correctional Fac.	10,450	
8.	DMNA (Multi Bldgs.)	5,755	
9.	DMNA (Bldg. 902)	11,630	
10.	Gowanda Correctional Fac.	3,291	
11.	NYS DOT (Hamburg)	3,084	
12.	NYS DOT (Hamburg)	2,158	
13.	NYS DOT (East Aurora)	1,338	
14.	NYS DOT (Mayville)	4,179	
15.	NYS DOT (Fredonia)	1,233	
16.	NYS DOT (Bemus Point)	1,043	
17.	NYS DOT (Falconer)	1,579	
18.	NYS DOT (Sherman)	1,028	
19.	NYS DOT (Hornell)	3,200	
20.	Collins Correctional Fac.	<u>8,455</u>	
<u>LOT 15 - Total Quantities</u>		77,101	\$0.9100**
(Items 1 - 20)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: West Seneca, NY

CONTRACTOR, LOT 15: CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

(continued)

LOT 16 - DELIVERY TO NATIONAL FUEL CITY GATE (NON CAPACITY)

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. Wyoming Correctional Fac.	271,600	
2. Western NY DDSO	44,081	
3. DMNA (Buffalo)	7,516	
4. DMNA (Buffalo)	10,380	
5. DMNA (Bldg. 915)	4,798	
6. Lakeview Correctional Fac.	<u>1,280</u>	
<u>LOT 16 - Total Quantities</u> (Items 1 – 6)	339,655	\$0.4400** (INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: West Seneca, NY

CONTRACTOR, LOT 16: CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

LOT 17 - DELIVERY TO NATIONAL FUEL CITY GATE (NON CAPACITY)

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. OMH Buffalo Psych. Center	46,300	
2. Collins Correctional Fac.	251,000	
3. Lakeview Correctional Fac	<u>48,300</u>	
<u>LOT 17 - Total Quantities</u> (Items 1 - 3)	345,600	\$0.4400** (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: West Seneca, NY

CONTRACTOR, LOT 17: CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

(continued)

LOT 18 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (MONTHLY)

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.	Southport Correctional Fac.	43,566	
2.	NYS OGS Binghamton SOB	11,922	
3.	DMNA (Walton)	1,233	
4.	DMNA (Olean)	1,873	
<u>LOT 18 - Total Quantities</u>		58,594	\$12.5010
(Items 1 - 4)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 18: HESS CORPORATION

LOT 19 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (DAILY)

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.	Albion Correctional Fac.	152	
2.	Albion Correctional Fac.	92	
3.	Albion Correctional Fac.	<u>38</u>	
<u>LOT 19 - Total Quantities</u>		282	\$11.6830
(Items 1 - 3)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 19: NATIONAL FUEL RESOURCES INC.

(continued)

LOT 20 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (MONTHLY)

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 OGS Homer Folks	1,659	
2. NYS OGS Homer Folks	852	
3. NYS OGS Homer Folks	2,297	
4. DMNA (Ithaca)	1,257	
5. NYS DOT (Canandaigua)	1,152	
6. NYS DOT (Canandaigua)	96	
7. DMNA (Auburn)	<u>380</u>	
<u>LOT 20 - Total Quantities</u> (Items 1 - 7)	7,693	\$11.6700 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 20: NATIONAL FUEL RESOURCES INC.

LOT 21 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (MONTHLY)

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. Clinton Co. Sheriff Dept.	<u>18,062</u>	
<u>LOT 21 - Total Quantities</u> (Item 1)	18,062	NO AWARD (NO BIDS RECEIVED)

(continued)

LOT 22 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (DAILY)

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. Albion Correctional Fac.	33,650	
2. Orleans Correctional Fac.	<u>6,387</u>	
<u>LOT 22 - Total Quantities</u> (Items 1 - 2)	40,037	\$0.8780** (INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 22: NATIONAL FUEL RESOURCES INC.

LOT 23 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (MONTHLY)

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. J M Murray Ctr.	4,600	
2. NYS Veterans Home	10,855	
3. DMNA (Auburn)	2,807	
4. J M Murray Ctr.	2,750	
5. Village of Newark (Municipal Bldg.)	2,703	
6. Village of Newark (DPW)	1,497	
7. Village of Newark (Fire Dept.)	227	
8. Village of Newark (Cemetery Office Bldg.)	205	
9. Village of Newark (Waste Water Treat.)	2,124	
10. Village of Newark (Waste Water Plant)	915	
11. Village of Newark (Waste Water Filter Pt)	1,570	
12. Auburn Correctional Fac.	2,221	
13. DMNA (Lockport)	<u>3,033</u>	
<u>LOT 23 - Total Quantities</u> (Items 1 - 13)	35,507	\$1.9950** (INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 23: HESS CORPORATION

(continued)

LOT 24 - DELIVERY TO NEW YORK STATE ELECTRIC AND GAS – CITY GATE (MONTHLY)

INDEXED 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.	NYS DOT (Cortland)	1,680	
2.	NYS DOT (Waterloo)	600	
3.	NYS DOT (Canandaigua)	780	
4.	NYS DOT (Newark)	600	
5.	NYS DOT (Newark)	977	
6.	NYS DOT (Morrisville)	420	
7.	NYS DOT (Oneonta)	1,000	
8.	NYS DOT (Oneonta)	1,500	
9.	NYS DOT (Auburn)	300	
10.	NYS DOT (Oxford)	1,349	
11.	NYS DOT (Oxford)	360	
12.	NYS DOT (Horseheads)	1,532	
13.	NYS DOT (Horseheads)	507	
14.	NYS DOT (Horseheads)	710	
15.	NYS DOT (Lockport)	<u>960</u>	
<u>LOT 24 - Total Quantities</u>		13,275	\$1.2120**
(Items 1 - 15)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 24: NATURAL FUEL RESOURCES INC.

(continued)

LOT 27 - DELIVERY TO NEW YORK STATE ELECTRIC & GAS (DAILY)

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. Cayuga Correctional Fac.	66,020	
2. Elmira Psy. Ctr.	24,180	
3. NYS DOCS Groveland CF	<u>224,380</u>	
<u>LOT 27 - Total Quantities</u> (Items 1 - 3)	314,580	NO AWARD

LOT 28 - DELIVERY TO NEW YORK STATE ELECTRIC & GAS (DAILY)

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. Binghamton Psy. Ctr.	84,000	
2. Broome Development Ctr.	<u>60,170</u>	
<u>LOT 28 - Total Quantities</u> (Items 1 - 2)	144,170	\$1.7300** (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: NYSEG City Gate

CONTRACTOR, LOT 28: ENERGY CREDIT GROUP

(continued)

LOT 29 - DELIVERY TO NATIONAL GRID EAST GATE – 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.	DMNA (Scotia)	647	
2.	Rensselaer Co. Family	2,148	
3.	Troy Senior Center	2,707	
4.	Rensselaer Main Office	2,571	
5.	Rensselaer Public Safety (Sheriff)	7,732	
6.	Rensselaer Hwy. Dept.	2,841	
7.	Rensselaer Co. Ag/Life Sci. Bldg.	529	
8.	Rensselaer Co. Courthouse	8,405	
9.	Lansingburg CSD	1,928	
10.	Lansingburg CSD	3,239	
11.	Lansingburg CSD	3,566	
12.	Lansingburg CSD	5,620	
13.	Lansingburg CSD	6,023	
14.	Uncle Sam's House	654	
15.	Uncle Sam's House	221	
16.	NYS Dept. Agriculture & Markets	1,819	
17.	NYS Dept. Agriculture & Markets	12	
18.	Heritage Home for Women	1,406	
19.	DMNA (USPFO Warehouse)	1,096	
20.	DMNA (Troy)	1,027	
21.	DMNA (Troy)	<u>229</u>	
<u>LOT 29 - Total Quantities</u>		54,420	\$11.5640
(Items 1 - 21)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 29: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 30 - DELIVERY TO NATIONAL GRID EAST GATE – CITY GATE

INDEXED 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.	DMNA (Latham)	4,796	
2.	DMNA (Schenectady)	4,034	
3.	NYS DOT (Waterford)	3,920	
4.	NYS DOT (Latham)	1,440	
5.	NYS DOT (Hudson)	1,020	
6.	NYS DOT (Hudson Falls)	780	
7.	NYS DOH (Incinerator Bldg. "C")	5,200	
8.	NYS DOH (Bldg. #9)	284	
9.	NYS DOH (Bldg. #1)	368	
10.	NYS DOT (Defreestville)	1,320	
11.	NYS DOT (Clifton Park)	420	
12.	DMNA (Historical Museum)	2,773	
13.	NYS DOT (Washington Co.)	1,709	
14.	NYS DOT (Saratoga)	420	
15.	NYS DOT (Voorheesville)	<u>240</u>	
<u>LOT 30 - Total Quantities</u>		28,724	\$1.1980**
(Items 1 - 15)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 30: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 31 - DELIVERY TO NATIONAL GRID 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.	DASNY (Delmar)	1,987	
2.	DASNY (Albany)	5,422	
3.	City of Albany (City Hall)	5,660	
4.	City of Albany (Bath #2)	4,085	
5.	City of Albany (OGS)	9,780	
6.	City of Albany (Traffic Safety)	<u>3,440</u>	
<u>LOT 31 - Total Quantities</u>		30,374	\$1.2730**
(Items 1 - 6)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 31: NATIONAL FUEL RESOURCES, INC.

LOT 32 - DELIVERY TO NATIONAL GRID 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.	OGS Albany Utilities	313,000	
2.	Hudson Correctional Fac.	69,100	
3.	DOH Wadsworth Labs	71,500	
4.	University of Albany	20,220	
5.	Rensselaer Co. Sewer	23,400	
6.	OGS Utilities Management	1,599,947	
7.	Capital District DDSO	<u>49,300</u>	
<u>LOT 32 - Total Quantities</u>		2,146,467	\$0.6612**
(Items 1 - 7)			(INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: Pennsylvania

CONTRACTOR, LOT 32: COLONIAL ENERGY INC.

(continued)

LOT 33 - DELIVERY TO NATIONAL GRID WEST 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.	DMNA (Syracuse)	845	
2.	DMNA (Syracuse)	1,704	
3.	DMNA (Utica)	687	
4.	DMNA (Utica)	845	
5.	OGS Dulles SOB	9,693	
6.	OGS Utica SOB	11,025	
7.	Gloversville-Johnston	4,200	
8.	OGS Hughes SOB	10,875	
9.	Oneida Co. Sheriff's Dept.	30,925	
10.	Oneida Co. Airport	16,142	
11.	Oneida Co. Airport	319	
12.	Oneida Co. Airport	2,802	
13.	Oneida Co. Airport	1,997	
14.	Oneida Co. Airport	1,298	
15.	Oneida Co. Airport	1,287	
16.	Oneida Co. Airport	6	
17.	Oneida Co. Airport	894	
18.	NYS DEC (Herkimer)	71,730	
19.	DMNA (Syracuse)	<u>1,548</u>	
<u>LOT 33 - Total Quantities</u>		168,822	\$11.6680
(Items 1 - 19)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 33: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 34 - DELIVERY TO NATIONAL GRID WEST 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. Gloversville-Johnstown WW	7,100	
2. Watertown Correctional Fac.	<u>56,975</u>	
<u>LOT 34 - Total Quantities</u> (Items 1 - 2)	64,075	\$10.9290 (FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 34: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 35 - DELIVERY TO NATIONAL GRID WEST 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.	City of Rome (JFK Pool)	105	
2.	City of Rome (JFK Ice Rink)	1,189	
3.	NYS Dept. of Labor	274	
4.	City of Rome (Steven Park)	197	
5.	City of Rome (PINTI Field)	372	
6.	City of Rome (PINTI Field)	273	
7.	City of Rome (Train Station)	2,821	
8.	City of Rome (Sewage)	5,510	
9.	City of Rome (Water Dept.)	565	
10.	City of Rome (Water Filtration)	396	
11.	City of Rome (Pump Station)	57	
12.	City of Rome (Pole KGGGA)	605	
13.	City of Rome (Police Dept.)	1,414	
14.	City of Rome (Garage)	867	
15.	City of Rome (Parking)	450	
16.	City of Rome (Guyer Park)	214	
17.	City of Rome (HI Level Pump)	202	
18.	City of Rome	30	
19.	City of Rome (Fire Dept.)	1,441	
20.	City of Rome (Water Flirtation)	4,553	
21.	City of Rome (Fire Dept.)	756	
22.	City of Rome (Water)	30	
23.	City of Rome (City Hall)	3,804	
24.	City of Rome (Rec. Dept. JFK)	170	
25.	City of Rome (Water)	132	
26.	City of Rome (Pump Station)	65	
27.	City of Rome (VIP Bus)	<u>1,049</u>	
<u>LOT 35 - Total Quantities</u>		27,541	\$11.6800
(Items 1 - 27)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 35: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 36 - DELIVERY TO NATIONAL GRID WEST GATE

INDEXED 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1.	DMNA (Utica)	5,995	
2.	DMNA (Rome)	2,949	
3.	DMNA (Gloversville)	2,698	
4.	NYS DOT (Fultonville)	1,200	
5.	NYS DOT (Rome)	840	
6.	NYS DOT (Utica)	720	
7.	NYS DOT (Utica)	2,365	
8.	NYS DOT (Watertown)	1,080	
9.	NYS DOT (Watertown)	920	
10.	Marcy Correctional Fac.	1,750	
11.	Marcy Correctional Fac.	590	
12.	Marcy Correctional Fac.	245	
13.	Marcy Correctional Fac.	430	
14.	Oneida-Herkimer	3,997	
15.	Oneida-Herkimer	1,578	
16.	Oneida-Herkimer	310	
17.	NYS School f/t Deaf	11,317	
18.	NYS School f/t Deaf	1,984	
19.	Oneida Co. (Walker Rd.)	630	
20.	Oneida Co. (Westmoreland)	475	
21.	Oneida Co. (Main St.)	6,773	
22.	Oneida Co. (James St.)	2,468	
23.	Oneida Co. (Dominick St.)	462	
24.	Oneida Co. (Elizabeth St.)	12,663	
25.	Oneida Co. (Elizabeth St.)	777	
26.	Oneida Co. Dominick St.)	1,035	
27.	Oneida Co. (Elizabeth St.)	537	
28.	Oneida Co. (Gioliotti Ave.)	525	
29.	Oneida Co. (Second St.)	505	
30.	NYS DOT (Salamanca)	600	
31.	NYS DOT (Mexico)	480	
32.	NYS DOT (Camillus)	<u>720</u>	
<u>LOT 36 - Total Quantities</u>		69,618	\$1.2000**
(Items 1 - 32)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 36: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 37 - DELIVERY TO NATIONAL GRID WEST GATE

INDEXED 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1. Mohawk Valley Comm. College	<u>38,500</u>	
<u>LOT 37 - Total Quantity</u> (Item 1)	<u>38,500</u>	\$1.0270** (INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 37: NATIONAL FUEL RESOURCES, INC.

LOT 38 - DELIVERY TO NATIONAL GRID WEST GATE

INDEXED PRICE/INTERRUPTIBLE 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>Basis Cost*</u> <u>per MMBtu's</u> <u>Delivered to</u> <u>LDC City Gate</u>
1. OMH Mohawk Valley Psych. Ctr.	60,000	
2. OMH Hutchings Psych. Ctr.	25,400	
3. Mohawk Correctional Fac.	330,000	
4. Mid-State Correctional Fac.	262,750	
5. Oneida Co. (Utica)	<u>11,846</u>	
<u>LOT 38 - Total Quantities</u> (Items 1 - 5)	<u>689,996</u>	\$0.7183** (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: Pennsylvania

CONTRACTOR, LOT 38: COLONIAL ENERGY, INC.

(continued)

LOT 39 - DELIVERY TO ORANGE & ROCKLAND 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 (Middletown)	1,200	
2.	NYS DOT (Middletown)	198	
3.	NYS DOT (Middletown)	2,224	
4.	NYS DOT (Monroe)	957	
5.	NYS DOT (New City)	1,379	
6.	DMNA (Orangeburg)	<u>2,133</u>	
<u>LOT 39 - Total Quantities</u>		8,091	\$2.9050**
(Items 1 - 6)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 39: HESS CORPORATION

LOT 40 - 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.	OMH Rockland Ctr.	180,000	
2.	OMH Cook Chill Ctr.	16,777	
3.	Helen Hayes Hospital	<u>85,720</u>	
<u>LOT 40 - Total Quantities</u>		282,497	\$0.6588**
(Items 1 - 3)			(INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: West Virginia

CONTRACTOR, LOT 40: COLONIAL ENERGY, INC.

(continued)

LOT 41 - DELIVERY TO ROCHESTER GAS AND 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.	NYS DOT (Rochester)	3,975	
2.	DMNA (Rochester)	2,410	
3.	NYS DOT (Sodus)	631	
4.	Rochester Regional Transportation	10,226	
5.	Rochester Regional Transportation	1,772	
6.	DMNA (Rochester)	<u>2,311</u>	
<u>LOT 41 - Total Quantities</u>		21,325	\$11.6058
(Items 1 - 6)			(FIXED PRICE/FIRM SUPPLY)

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 41: NATIONAL FUEL RESOURCES, INC.

LOT 42 - DELIVERY TO ROCHESTER GAS AND ELECTRIC - 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.	Butler Correctional Fac.	13,900	
2.	DMNA (Rochester)	6,368	
3.	DMNA (Rochester)	3,617	
4.	NYS DOT (Linden)	1,200	
5.	NYS DOT (Spencerport)	1,200	
6.	NYS DOT (Pittsford)	2,680	
7.	Butler Correctional Fac.	<u>15,000</u>	
<u>LOT 42 - Total Quantities</u>		43,965	\$1.2089**
(Items 1 - 7)			(INDEXED PRICE/FIRM SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 42: NATIONAL FUEL RESOURCES, INC.

(continued)

LOT 43 - DELIVERY TO ROCHESTER GAS AND ELECTRIC - 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. Rochester Regional Transportation	20,359	
2. Finger Lakes DDSO	<u>58,361</u>	
<u>LOT 43 - Total Quantities</u> (Items 1 - 2)	78,720	\$1.0490** (INDEXED PRICE/INTERRUPTIBLE SUPPLY)

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

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

Location of Sales Point: Outside NYS

CONTRACTOR, LOT 43: NATIONAL FUEL RESOURCES, INC.

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

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 contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any 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 contractor, the contract may be renewed under the same terms and conditions for up to an additional three (3) years but not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

(continued)

WARRANTIES:

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

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of 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.

CUSTOMER OBLIGATIONS:

OGS Procurement Services Group provides centralized commodity contracts, such as the natural gas contract, to leverage the buying power of the State as a single customer, reduce administrative costs and take advantage of bulk discounts and marketplace economies. 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 vendor. The agency that selects the "index price - interruptible supply" option also legally commits itself to making a good faith effort to purchase all of its needs (as indicated by the specified volume or nomination) from the winning bidder or bearing financial responsibility for not making the purchase. It is not a good faith effort if the participating agency enters into another contract for the natural gas with another entity. This level of commitment is necessary to ensure the State receives the most cost effective pricing possible.

While OGS Procurement Services Group is responsible for administering the natural gas contract, it is expected an agency will attempt to work directly with the vendor 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.

NOTE:

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 is committed to contract participation prior to bid solicitation. Quantities cannot be adjusted after bid offers are accepted (excluding monthly or daily balancing done by contractor).
- The customer will receive "firm" supply regardless of dual fuel capability.
- The customer will not be allowed to fuel switch regardless of how favorably priced an alternate fuel may become.
- The customer will pay one city gate price for the life of the contract.

(continued)

Indexed Price - Firm Supply

- The customer must commit to contract participation prior to bid solicitation. Quantities cannot be adjusted as indicated above.
- The customer will receive "firm" supply regardless of dual fuel capability.
- The customer will not be allowed to fuel switch regardless of how favorably priced an alternate fuel may become.
- The customer price for natural gas to the city gate will vary monthly based on the New York Mercantile Exchange (NYMEX) futures commodity prices and a fixed "basis cost" to determine each month's final price. Prices are revised and released by the OGS Procurement Services Group during the last week of the month preceding the month of delivery.

Indexed Price - Interruptible Supply

- The customer is committed to contract participation prior to bid solicitation.
- The customer must have 100% dual fuel capability.
- The customer price for natural gas to the city gate will vary monthly based on the New York Mercantile Exchange (NYMEX) futures commodity prices and a fixed "basis cost" to determine each month's final 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 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 the OGS contract.

NOTE:

When participating in an indexed interruptible supply and the awarded prices for the commodity and basis prices for natural gas 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 unless otherwise agreed upon by both marketer and individual facility.

IMPORTANT:

Using Dominion Transmission, Inc. (DTI) receipt point at south of Valley Gate is not accepted in this Award 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)

GAS BALANCING REQUIREMENTS:

- Marketers shall be required to exercise reasonable effort to minimize the application of balancing charges.
- Marketers 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.
- Upon request by the Office of General Services, the marketer shall deliver within 30 days documentation corroborating any balancing charges billed to buyers under this contract and documentation of marketer's effort to manage pool balance on a daily basis.
- The application of excessive or inappropriate balancing charges shall be sufficient basis for canceling this contract and/or rejection of subsequent bid submissions.
- Marketer is responsible for all balancing charges to the city gate and all costs related to commodity usage patterns.

(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), marketer 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, marketer 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:

Marketer 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. Marketer 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 marketer 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 marketer 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.

BALANCING:

Due to changes in utility tariffs, and the utility specific balancing charges, the agency reserves the right to review and/or adjust any aberrant balancing charges. In addition, the marketer is responsible for supplying documentation supporting these balancing charges.

NOTE:

Marketer's supplying natural gas must be compliant in 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.

QUANTITY:

Subject to the terms and conditions of this contract, the marketer agrees to sell and deliver to designated agencies, and agencies agree to purchase and accept from the marketer the nominated quantity of MMBtu's of natural gas per month. (Delivery Schedule reflects estimated quantities only.) Agency will be billed for actual quantity consumed. The sale and delivery of gas by marketer shall be on an interruptible or firm basis, as specified within each Lot. Where interruptible gas is specified, the marketer 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 agency's end-user and the Office of General Services.

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

(continued)

National Fuel Gas & Distribution

In National Fuel Gas & Distribution (NFGD) territory, agencies will be served under NFGD's Dual Billing and/or supplier transportation, balancing and aggregation (STBA) Agency shall be billed for actual quantities of gas consumed. Any penalties assessed by the utility will be the sole responsibility of the marketer.

National Grid

If daily balancing, marketer is required to be in balance within the daily tolerance, which is 5% for November through March and 10% for April through October. Balancing service recovery charge should also be included in bid price.

Rochester Gas & Electric

In Rochester Gas & Electric (RG&E) territory, agencies will be served under RG&E's daily balancing services in accordance with RG&E's PSC No. 12-schedule for gas distribution service. Marketer is required to provide the utility's monthly Firm Transportation Rate Adjustment Statement (filed at the NYS Public Service Commission) with the invoice submitted to the end user.

New York State Electric & Gas

Effective January 1, 2004, PSC has approved a demand charge for daily balanced accounts behind NYSEG that is billed to the marketer. This added demand charge will be allowed to be passed through to the facility unaltered as billed by NYSEG and be listed as a separate line item on the bill. Do not include the demand charge in your bid price.

NOMINATIONS:

Agency shall notify marketer 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 as necessary. (Note: for the purposes of clarification, the 27th of the previous month if it is a 31-day month and the 26th of the previous month if it is a 30-day month.)

If agreed to by the marketer, nominations may be submitted to marketer at a later date. Marketer shall take no action to supply gas unless a formal nomination has been received. Further, marketer should make certain that the using agency submits a nomination each month, even if the nomination is zero. If agency nominations are not timely, marketer may contact the Office of General Services for assistance. Agency shall pay for volumes of gas so nominated which are delivered to agency, subject to the Force Majeure Clause listed herein.

If applicable, marketer shall be responsible for notifying Agency of any mid-month adjustments to Agency nomination. In instances where an Agency facility has prior monthly balances of natural gas supply which are carried over into the upcoming month, otherwise know as rollovers or carryovers, it shall be the responsibility of both the Agency facility and the marketer to communicate said rollovers to the other party in order to avoid unnecessary penalties imposed by the local utility.

IMPORTANT:

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 MARKETER AND INDIVIDUAL FACILITY.

CURTAILMENTS/INTERRUPTIONS:

If an agency nominates gas, and the LDC and any available pipeline is flowing supply, marketers are expected to supply gas for the entire month and the end user is required to burn the gas for the entire month. The State agrees to be interrupted only when marketer 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/supply exceeding capacity. Where firm supply is specified, marketer is expected to deliver natural gas at all times. Note that firm supply specified in this Award means primary firm non-recallable primary delivery point capacity to the city gate and not secondary firm supply.

(continued)

CURTAILMENTS/INTERRUPTIONS: (Cont'd)

Should curtailment/interruption occur, marketer will be required to provide to the customer and the Office of General Services satisfactory justification, including written documentation from pipeline or LDC that clearly describes details of curtailment/interruption. Marketer 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 marketer becomes aware that a curtailment will take place.

Failure to notify the customer and the Office of General Services in writing within 24 hours of pipeline curtailment shall be sufficient justification for the agency to apply a charge-back, which shall be the difference between the contract natural gas price versus the open market purchase price or the utility supplied price, including any LDC imposed charges. Such notification must be issued by the pipeline in question and must indicate the name, number and location of the station where curtailment takes place. This notification is required for each and every instance that capacity curtailment takes place.

If gas should flow after marketer notifies customer of curtailment/interruption of service, marketer will notify customer, and LDC if applicable, within 12 hours of resumption of service. Marketer will be liable for any charges caused by marketer's failure to inform customer and LDC, if applicable, of lifting of curtailment/ interruption.

AGENCY TRAINING:

Marketer 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 effect delivery into the pipeline facilities of the transporter.

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.

BILLING AND PAYMENT:

After the delivery of gas has commenced, the marketer shall render to the consuming agency a statement showing the quantity of gas delivered during the preceding month. The State has made payment of bills a top priority. Special payment procedures, designed to expedite invoice processing from receipt to mailing of checks have been implemented and proven effective.

In some utility territories the marketer bills the customer/agency for local LDC delivery (city gate to burner tip) and in most cases, customer/agencies will be given the option to allow marketer or the LDC to issue combined bills.

(continued)

NOTE:

Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the marketer to terminate any contract resulting from this bid opening. If the marketer is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact, enabling the State to take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. The effective date of such termination shall take into consideration the ability of State facilities to file nominations in a timely manner for the following month's deliveries.

FORCE MAJEURE:

Curtailment/Interruption of one or more pipelines will not be considered a force majeure situation.

Except for the State's obligations to make payment for gas delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall include but not be limited to acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or freezing of pipelines, inability to obtain easements or right-of-way, the making of repairs or alterations to lines of pipe or plants, mechanical breakdown of either parties' facilities, the failure of any local distribution company to accept gas for delivery for any reason, force majeure of any third party, partial or entire failure of gas supply or any other cause, whether the kind enumerated above or otherwise so long as the causes are not reasonably within the control of the party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

For purposes of this clause "force majeure" which interferes with the State's ability to use natural gas shall be deemed to occur no later than twelve (12) hours after receipt of notification thereof by the State.

GOVERNMENT AUTHORIZATION:

The contract shall be subject to all valid applicable local, state, and federal laws and the orders, directives, rules and regulations of any governmental body or official having jurisdiction. The contract shall only be amended by a written instrument executed by the parties hereto. The contract contains the entire understanding of the parties with respect to the matter contained herein. There are no premises covenants or undertakings other than those expressly set forth herein.

The headings used throughout the Invitation for Bids, specifications and resulting contract are inserted for reference purposes only, and are not to be taken into account in construing the terms and provisions of any Article, not to be deemed in any way to qualify, modify, or explain the effects of any such term or provision.

As to all matters of construction and interpretation, the Invitation for Bids, specification and this Award shall be interpreted, construed and governed by the laws of the State of New York.

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.

(continued)

NOTICES:

Any notice, request, demand, or statement provided for in the contract shall be in writing and deemed given when deposited in the United States postage prepaid directed to the post office address of the parties.

INVOICES:

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

AGENCY/MARKETER RESPONSIBILITIES FOR ALL UTILITY TERRITORIES:

Agency Responsibilities:

Agency will be responsible for placing nominations for natural gas supply to the marketer "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 marketer and the agency.

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

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

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

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

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

Marketer Responsibilities:

Marketer 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.)

Marketer, 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.

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

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

Marketer 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 in this Award but may also include other customers served by the successful bidder within this LDC territory.

(continued)

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

Marketer Responsibilities: (Cont'd)

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

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

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

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

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

Marketer will not be responsible for any additional costs incurred by Agency locations as a result of Agency location's failure to supply Marketer with necessary faxed meter reads as required by Marketer.

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

Marketer will be responsible for any excessive balancing charge when applicable. (See "GAS BALANCING REQUIREMENTS" on Page 33 herein.)

(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, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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