

# Contract User GuideENE52: No.2 Heating Fuel and APS Eligible Liquid

## Contract Overview

|  |  |
| --- | --- |
| Category Manager Contact Information | Michael Barry617-720-3182Kelly Minichello 351-667-9536  |
| Contract Term | * **Current Contract Term:** October 1, 2021–September 30, 2026
* **Maximum End Date:** September 30, 2026 (No option to renew)
 |
| Massachusetts Management Accounting and Reporting System (MMARS) Master Agreement (MA) Number | ENE52\***Note:** \*The asterisk is required when referencing the contract in MMARS. |
| Quote Requirements | Quotes are required for purchasing. Refer to the [Quote Response and Requirements](#_Quote_Response_and) section for guidelines. |
| Vendor List | Refer to the [Vendor List and Information](#_Vendor_List_and) for eligible vendors on this contract. |
| Updates | Superfund tax increase. |

**Note:** Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: September 9, 2025 Template Version: 9.0 Page 1 of 25

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## Contract Summary

**ENE52–No.2 Heating Fuel and APS Eligible Liquid Biofuel:** This contract contains environmentally preferable products and service-disabled veteran-owned business. This is a Statewide Contract (SWC) for No. 2 Heating Fuel and Alternative Energy Portfolio Standard-Eligible Liquid Biofuel (APS-Eligible Liquid Biofuel). New entities wishing to participate in this contract must plan with the appropriately awarded vendor from October to November to be included in the upcoming heating season. Entities must remain with the vendor for the duration of the heating season (from October 1 to March 31). Vendors are now required to secure written agreements specifying the duration period. After November, new entities are added at the discretion of the vendor.

Per [Executive Order 594](https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government), signed by Governor Baker on Earth Day, April 22, 2021, all state agencies using heating oil as of July 1, 2021, must ensure that any heating oil purchased contains at least 10% biofuels (B10). The specified biofuels must adhere to the fuel content standards outlined in the [Leading by Example (LBE)](https://www.mass.gov/orgs/leading-by-example?_gl=1*1nvp3zj*_ga*NDExMTU1ODA0LjE3MzYzNDk5NDE.*_ga_MCLPEGW7WM*MTc0MzY4NzQ4OS4xMTMuMS4xNzQzNjg3ODU1LjAuMC4w) guidance. Agencies should collaborate closely with the LBE to maximize biofuel use and achieve the highest practical consumption levels. Agencies can be exempted from this requirement if biofuels are unavailable, too expensive, or if a specific performance issue arises.

APS-Eligible Liquid Biofuel shall meet the definition found in 225CMR16.02 and shall comply with all the requirements of 225CMR16.02, 225CMR16.05, and related guidelines. To qualify as an [APS-Eligible Liquid Biofuel](https://www.mass.gov/info-details/qualifying-eligible-liquid-biofuel-in-the-aps), it must meet the definition in [225 CMR 16.02](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download) and comply with all [225 CMR 16.02](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download), [225 CMR 16.05](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download), and related guidelines.

Before supplying biofuels, vendors must obtain a signed agreement from customers, specifying the highest allowable biofuel percentage, which must align with the customer's equipment specifications and warranty.

**Note:** This contract may be used to procure the goods or services described herein **at any dollar amount**. Any limitations, including for procurements involving **construction**, are outlined in this Contract User Guide.

For Master Contract Record, refer to the [Master Blanket Purchase Order (MBPO) with RFR](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23109&releaseNbr=0&external=true&parentUrl=close).

### Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by:

* Leveraging the Commonwealth’s buying power
* Simplifying the solicitation process
* Providing contracting expertise
* Enhancing vendor relationships through proactive management and oversight
* Offering competitive pricing
* Partnering with a pool of qualified and experienced vendors
* Offering Prompt Payment Discount
* Accessing a wide range of environmentally preferable products and services

## Contract Categories

This contract includes three (3) categories of products listed as follows:

* **Category 1:** No. 2 Heating Oil
* **Category 2:** Massachusetts APS-Eligible Liquid Biofuel, Minimum 10% Biofuel
* **Category 3:** No. 2 Heating Oil Fixed Pricing

## Who May Use the Contract

The following is a complete list of the types of organizations generally allowed to use the Operational Service Division’s (OSD's) Statewide Contracts (SWCs). Some SWCs may be open to additional organizations, and some are more restricted in usage.

* Cities, towns, districts, counties, and other political subdivisions
* Executive, Legislative, and Judicial Branches, including all departments and elected offices therein
* Independent public authorities, commissions, and quasi-public agencies
* Local public libraries, public school districts, and charter schools
* Public hospitals owned by the Commonwealth of Massachusetts
* Public institutions of higher education
* Public purchasing cooperatives
* [Non-profit](https://www.mass.gov/info-details/non-profit-purchasing-programs), UFR-certified organizations that are doing business with the Commonwealth
* Other states and territories and their cities, towns, districts, counties, other political subdivisions, and public institutions of higher education without prior approval from the State Purchasing Agent
* Other entities when designated in writing by the State Purchasing Agent

## Pricing Options

### Pricing and Buying Details

All orders should reference **ENE52** to ensure buyers get statewide contract pricing.

To verify the commodity price for heating fuels **for Category 1 and Category 2**:

1. Go to [COMMBUYS](http://www.commbuys.com/).
2. In the Search field, enter **ENEFY26**.
3. In the drop-down list, select **Blankets**, and then select the Search icon (magnifying glass). The Results table displays.
4. Under the **Blanket #** column, select the PO link. The selected Master Blanket Purchase Order displays.
5. Navigate to the **Agency Attachments** section and select the file corresponding to the desired date.
6. You can also access the attachment directly by selecting [ENEFY26 Daily Index Pricing](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-25-1080-OSD03-SRC3-36558&releaseNbr=0&external=true&parentUrl=close).

**Note:** The Less Than Truckload Differential (LTL) pricing is applicable for all deliveries under 8,000 gallons. The Truckload Differential (TL) pricing is applicable for deliveries of 8,000 gallons or more.

### No. 2 Heating Oil and Massachusetts APS-Eligible Liquid Biofuel, Minimum 10% Biofuel

The delivery of No.2 Heating Oil and Alternative Portfolio Standards-Eligible (APS-Eligible) Liquid Biofuel is purchased at a fixed differential price to be applied to the average of the high and low wholesale Boston Price as published daily in the Oil Price Daily, an OPIS Publication.

The vendor will provide a consistent supply of No.2 Heating Oil and APS-eligible Liquid Biofuel, purchased at a set price difference added to the daily average of the high and low wholesale Boston price as listed in the Oil Price Daily, an OPIS publication.

**Note:** Total Price per Gallon = Daily Commodity Price + Applicable Differential Price (additional taxes and federal environmental fees to be billed as separate line items on invoices).

**The total price per gallon of gasoline is determined by:** Total Price per Gallon = Daily Commodity Price + Applicable Differential Price (additional taxes and federal environmental fees to be billed as separate line items on invoices).

Category 1 No. 2 Heating Oil (Pricing Effective 10/01/2021):

| **Zone** | **Vendor** | **Prompt Payment Discount (PPD)** | **Less Than Truckload Differential (LTL)**  | **Truckload Differential (TL) (8,000+)**  |
| --- | --- | --- | --- | --- |
| 1 | Global Montello | 0.01%, 10 Days | 0.1252 | 0.0467 |
| 2 | Peterson's Oil | 0.3%, 15 Days | 0.2500 | 0.0500 |
| 3 | Global Montello | 0.01%, 10 Days | 0.1409 | 0.0389 |
| 4 | Peterson's Oil | 0.3%, 15 Days | 0.3500 | 0.0500 |
| 5 | Peterson's Oil | 0.3%, 15 Days | 0.2500 | 0.0500 |
| 6 | Peterson's Oil | 0.3%, 15 Days | 0.2500 | 0.0500 |
| 7 | Global Montello | 0.01%, 10 Days | 0.2418 | 0.1068 |
| 8 | Sprague Operating Resource | 1%, 10 Days | 0.3993 | 0.2172 |

**Category 2 Massachusetts APS-Eligible Liquid Biofuel, Minimum 10% Biofuel (Pricing Effective 10/01/2021):[[1]](#footnote-2)**

| **Zone** | **Vendor** | **Prompt Payment Discount (PPD)** | **Less Than Truckload Differential (LTL)** | **Truckload Differential (TL) (8,000+)** |
| --- | --- | --- | --- | --- |
| 1 | Broco Oil | 0.01%, 10 Days | 0.2700 | 0.1200 |
| 2 | Broco Oil | 0.01%, 10 Days | 0.3100 | 0.1400 |
| 3 | Peterson's Oil | 0.3%, 15 Days | 0.2600 | 0.1200 |
| 4 | Peterson's Oil | 0.3%, 15 Days | 0.4900 | 0.3500 |
| 5 | Peterson's Oil | 0.3%, 15 Days | 0.2600 | 0.1200 |
| 6 | Peterson's Oil | 0.3%, 15 Days | 0.2700 | 0.1200 |
| 7 | Peterson's Oil | 0.3%, 15 Days | 0.2600 | 0.1200 |
| 8 | Sprague Operating Resources | 1%, 10 Days | 0.3693 | 0.2687 |

### Category 3 Fixed Pricing

The delivery of No. 2 Heating Oil is purchased as a fixed adder over the weighted average price of the New York Mercantile Exchange (NYMEX) for No. 2 Heating Oil. The weighted average will be determined at time of purchase by averaging the number of months and/or gallons needed. It is strongly encouraged that eligible entities solicit quotes in zones with multiple awarded vendors. Vendors will work with the individual purchasing entities to determine specific time to lock into the NYMEX when it is deemed to be most advantageous. The specific volume will be verified when NYMEX is locked in by the purchasing entities. Purchasing Entities reserve the right to roll over purchases to additional months if needed. It is the responsibility of the vendor and Purchasing Entity to come to a decision about how the unused gallons will be handled prior to entering into an agreement and to ensure that this agreement is in writing.

**Note:** This fixed adder is ceiling, not to exceed pricing. Eligibility entities reserve the right to negotiate a lower fixed adder based on total gallons with the vendor.

**Category 3 Fixed Pricing No. 2 Heating Oil (Pricing Effective 10/01/2021):**

| **Vendor** | **Prompt Payment Discount (PPD)** | **Zone 1** | **Zone 2** | **Zone 3** | **Zone 4** | **Zone 5** | **Zone 6** | **Zone 7** | **Zone 8** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Broco Oil | 0.01%, 10 Days | 0.2976 | 0.2984 | N/A | N/A | 0.4913 | N/A | N/A | N/A |
| East River | 0.0013%, 10 Days | N/A | N/A | N/A | N/A | N/A | 0.4850 | N/A | N/A |
| Global Montello | 0.01%, 10 Days | 0.7500 | 0.7500 | 0.7500 | 0.7500 | 0.7500 | 0.7500 | 0.7500 | 0.7500 |
| Peterson's Oil | 0.3%, 15 Days | 0.5500 | 0.5500 | 0.5500 | 0.5500 | 0.5500 | 0.5500 | 0.5500 | 0.5500 |
| Sprague Operating Resources | 1%, 10 Days | N/A | 0.4754 | N/A | 0.7274 | N/A | N/A | 0.4937 | 0.4937 |

### Additional Taxes and Federal Environmental Fees

The following additional taxes and federal environmental fees are to be billed as separate line items on invoices:

* **Federal Leaking Underground Storage Tank (LUST):** $.001 per gallon
* **Federal Oil Spill Liability Trust Fund:** $0.00214 per gallon
* **Massachusetts Uniform Oil Response Fee:** $0.00119 per gallon
* **National Oil heat Research Alliance (NORA) Fee:** $0.0020 per gallon
* **Inflation Reduction Act Federal Superfund Tax:** $0.00619 per gallon. The Superfund tax was reinstated beginning 1/01/2023 and is adjusted annually for inflation. The inflation adjusted rate for 2024 is $0.26 cents per barrel of crude beginning 01/01/2024.

**Note:** The price files and vendor catalogs are accessible through public view in COMMBUYS; therefore, buyers may access the price files and vendor catalogs without signing into a COMMBUYS account.

## Product Pricing and Finding Vendor Price Files

**Note:** Product pricing may be found on the [vendor information](#_Appendix_A:_Vendor) page, where links to all the vendors’ MBPOs are provided.

## Quote Response and Requirements

Buyers should review the available pricing information when choosing a vendor but are not required to obtain multiple quotes.

In addition, buyers are encouraged to use the Solicitation-Enabled [Master Blanket Purchase Order PO-22-1080-OSD03-SRC01-23110](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23110&releaseNbr=0&external=true&parentUrl=close).

Buyers can also reach out to vendors directly for quotes in their awarded zone. Refer to the [vendor list](#_Appendix_A:_Vendor) for awarded zones and [Appendix: Geographical Service Areas](#_Appendix:_Geographical_Service) for zone information.

## Purchase Options

Purchases made through this contract will be direct, outright purchases. Product pricing may be found on the [vendor information](#_Vendor_List_and) page, where the links to all the vendors’ Master Blanket Purchase Orders (MBPOs) are provided. The contract also offers services (in addition to commodities) that attract hourly rates, which can be found on the vendor’s MBPO.

This contract has the following purchase methods for post-award participants:

* Quote Solicitation: Buyers can solicit quotes from multiple vendors (view the Solicitation Enabled [PO-22-1080-OSD03-SRC01-23110](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23110&releaseNbr=0&external=true&parentUrl=close) to award vendors) and place orders through COMMBUYS. A solicitation-enabled contract allows the buyer to solicit quotes from vendors who have Master Blanket Purchase Orders (MBPOs) or Statewide Contracts in COMMBUYS. The buyers can create a solicitation-enabled bid using a release requisition, converting the requisition to a bid, and then requesting quotes from eligible vendors.

Refer to the [How to Request Quotes from Vendors on Statewide Contracts](https://www.mass.gov/doc/how-to-request-quotes-from-vendors-on-statewide-contracts/download) job aid for more details.

* **Direct Purchase of Fixed Price Items on COMMBUYS:** Used for products and services with fixed pricing and is viewable in vendor catalogs or price files. Refer to the Vendor MBPO Listing under [vendor information](#_Appendix_A:_Vendor) for a list of eligible vendors. The buyer can submit a request for goods and services from a Statewide Contract (SWC) or a Departmental Contract. This option is for users with Basic Purchaser or Department Access privileges in COMMBUYS. Once the requisition is approved, a Purchase Order (PO) is generated and can be sent to the vendor. Requisitions are documents used to request goods and services. A requisition is the first document used to generate a PO.

Refer to the [How to Make a Statewide Contract Purchase in COMMBUYS](https://www.mass.gov/doc/how-to-make-a-statewide-contact-purchase-in-commbuys/download) job aid for more details.

* **Direct Purchase of Non-Fixed Price Item ($0 Line Item) on Vendor’s MBPO:** Applicable to products and services may require customized quoting. Refer to the Vendor MBPO Listing under [vendor information](#_Appendix_A:_Vendor) for a list of eligible vendors. The Buyer can create a Release Requisition in COMMBUYS, submit the requisition for approval in COMMBUYS, and then send the vendor a Release Purchase Order.

Refer to the [How to Make a Statewide Contract Purchase in COMMBUYS](https://www.mass.gov/doc/how-to-make-a-statewide-contact-purchase-in-commbuys/download) job aid for more details.

* **Document Items in COMMBUYS That Have Already Been Purchased:** This contract enables buyers to retroactively record a previously made contract purchase within the COMMBUYS system. This is done through a Request for Payment Authorization (RPA) Release Requisition, which also allows MMARS users to easily keep track of spending.

For a description on how to complete this purchase in COMMBUYS, refer to the [How To Record a Contract Purchase Previously Made (RPA Release)](https://www.mass.gov/doc/qrg-how-to-record-a-contract-purchase-previously-made-rpa-release/download)job aid*.*

**Note:** MMARS and COMMBUYS do not interface. Payment request and invoice must be reported in both MMARS and COMMBUYS.

## Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth of Massachusetts' e-procurement platform, serving as a central marketplace for state agencies and other Eligible Entities to procure goods and services, connecting government buyers and businesses. It aims to streamline the purchasing process, ensuring transparency and efficiency in the procurement process.

For Executive Agencies, COMMBUYS is required. Per 801 CMR 21.00, Executive Agencies must use established Statewide Contracts (SWCs) for the purchase of products and services. To set up a COMMBUYS buyer account or to update an existing agency account, the buyers must email the OSD Help Desk or call 1-888-627-8283.

While COMMBUYS use is not mandated for Non-Executive Agencies and other Eligible Entities, it is highly recommended to streamline the procurement process and assist buyers in making informed purchasing choices. Eligible entities should follow their internal guidelines for COMMBUYS use.

## Finding Contract Documents

Buyers may view contract documents (including Contract User Guides, Request for Response, specifications, and other attachments) on COMMBUYS without requiring a COMMBUYS account or logging in.

To find contract documents in COMMBUYS, follow these steps:

1. On the [COMMBUYS](http://www.commbuys.com/) home page, enter **ENE52** in the search tool and select **Blankets** from the drop-down list.
2. Choose the Search icon. The related Master Blanket Purchase Orders (MBPOs) information opens in a table format.
3. To view the associated contract documents, under the **Blanket #** column, select the applicable Purchase Order (PO) link. MBPO opens for the selected PO, and the attachments can be found in the **Agency Attachments** or **Vendor Attachments** section.

All standard contract documents are within the Master Contract Record. Access them directly by selecting [Master Blanket Purchase Order PO-22-1080-OSD03-SRC01-23109](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23109&releaseNbr=0&external=true&parentUrl=close).

## Finding Vendor-Specific Documents

To find vendor-specific documents, refer to the links to the individual vendor MBPOs on the [Vendor Information](#_Appendix_A:_Vendor) page, and follow these steps:

1. On the [Vendor Information](#_Appendix_A:_Vendor) page, under the **Master Blanket Purchase Order #** Column, select the applicable Purchase Order (PO) link. The Master Blanket Purchase Order (MBPO) opens for the selected PO.
2. On the MBPO, scroll down to the **Vendor Attachments** section to find the vendor-specific documents.
3. To view, select the desired document link.

## Supplier Diversity Office (SDO) Requirements

Please refer to the following guidelines:

* Executive Departments must use diverse and small businesses to the extent possible based on contract terms, [Supplier Diversity Office (SDO)](https://www.mass.gov/orgs/supplier-diversity-office-sdo), and departmental policies, laws, and regulations.
* The [Small Business Purchasing Program (SBPP)](https://www.mass.gov/info-details/small-business-purchasing-program-sbpp?_gl=1*flb0s8*_ga*NDExMTU1ODA0LjE3MzYzNDk5NDE.*_ga_MCLPEGW7WM*czE3NTY5MTE2ODkkbzM2OSRnMSR0MTc1NjkxMzg1NCRqMjgkbDAkaDA.) applies to small procurements ($250,000 or below annually), while the [Supplier Diversity Program (SDP)](https://www.mass.gov/supplier-diversity-program-sdp?_gl=1*1dd4k06*_ga*NDExMTU1ODA0LjE3MzYzNDk5NDE.*_ga_MCLPEGW7WM*czE3NTY5MTE2ODkkbzM2OSRnMSR0MTc1NjkxMzk5MCRqNTckbDAkaDA.) applies to large procurements (over $250,000 annually). Executive Departments must consider these requirements when soliciting quotes or issuing Statements of Work (SOWs).
* Operational Services Division (OSD) provides a list of SDO businesses through the [Statewide Contract Index](https://www.mass.gov/doc/statewide-contract-index). Refer to the **SDO Programs (SDP and SBPP)** tab on the index (scroll to view the tab).

### Supplier Diversity Program (SDP) Requirements

Please view the following guidelines:

* In cases where all other factors are equal, and particularly when adhering to a best value approach, the department will favor the vendor with stronger SDP commitment.
* For more information, refer to [Best Value Evaluation of SDP Plan Forms: A Guide for Strategic Sourcing Teams](https://www.mass.gov/doc/best-value-evaluation-of-sdp-plan-forms-a-guide-for-strategic-sourcing-teams/download).
* Vendor SDP commitment percentages may be found on the [vendor list](#_Appendix_A:_Vendor) table.

### Small Business Purchasing Program (SBPP) Requirements

Please view the following guidelines:

* If available, departments must notify at least two certified small businesses capable of providing the product or service. Bids received from SBPP-participating small businesses must be evaluated, and if one meets the department’s best value criteria, the contract must be awarded to that vendor.
* For more information, refer to [Best Value Evaluation of Responses to Small Procurements: A Guide for Strategic Sourcing Teams](https://www.mass.gov/doc/best-value-evaluation-of-responses-to-small-procurements-a-guide-for-strategic-sourcing-teams/download).
* Vendor SBPP Certification status can be found on the [vendor list](#_Appendix_A:_Vendor) table in the **SDO Certification Type** column.

## Subcontractors

The awarded vendor’s use of subcontractors is subject to the provisions of the [Commonwealth’s Terms and Conditions](https://www.mass.gov/doc/exhibit-f-1-commonwealth-terms-and-conditions-0/download?_ga=2.11892660.1852975385.1737644168-411155804.1736349941&_gl=1*1ehavvx*_ga*NDExMTU1ODA0LjE3MzYzNDk5NDE.*_ga_MCLPEGW7WM*MTczNzY1MjIyMi4xNS4xLjE3Mzc2NTIzODYuMC4wLjA.) and [Standard Contract Form](https://www.macomptroller.org/wp-content/uploads/instructions_standard-contract-form.pdf), as well as other applicable terms of this Statewide Contract (SWC).

## Shipping and Delivery

The vendor shall implement all reasonable and prudent measures to secure an uninterrupted supply of oil for contract users.

For shipping and delivery please follow these guidelines:

* Vendors (awarded bidders) must verify operational details about sites located in their awarded zone(s) prior to making deliveries.
* Vendors are required to deliver to all truck-accessible sites within the awarded zone.
* Delivery of No.2 Heating Oil must be made on days and during hours that are acceptable to contract users. Lead time for normal delivery will be 24 hours; 48 hours for holidays and weekends.
* Deliveries must be compliant with all applicable Local, State, and Federal laws and regulations.
* Vendors are responsible for paying for any damage they cause at a site.
* In the case of sites receiving delivery by tanker or taking an entire compartment, the vendor must provide a verified copy of the vendor ’s supplier’s statement of delivery.
	+ For other deliveries, each truck must be equipped with a meter that generates a delivery ticket displaying gallons dispensed, with mandatory signatures from both the driver and the contract user's site manager. Tickets are required at site upon delivery, unless the site has made other arrangements.
* Drivers are responsible for ensuring their trucks are stocked with proper spill containment equipment and for demonstrating proficiency in their use.
* If customers are required to have a Spill Prevention, Control, and Countermeasure (SPCC) plan in place, the vendor must become familiar with this plan and understand their role in any such plan.
* The Commonwealth retains the right to inspect delivery vehicles to confirm the delivered quantities.
	+ The delivery vendor must supply means of inspection.
	+ Facilities management manually gauges the No. 2 heating oil level in a storage tank before and after a delivery to confirm the amount delivered.
* The vendor is not allowed to charge additional service charges for same day deliveries, emergency deliveries, or deliveries under a certain gallon amount.

## Accidents and Spills Guidelines

For accidents and spills, please refer to the following requirements:

* The vendor is liable for damage to the agency's property (building, grounds, equipment) caused by the delivery of fuel under this contract, including damage from their employees' actions. This liability includes and is not limited to spills occurring during delivery.
* The vendor must ensure a designated representative is present to supervise the delivery at the point of transfer.
* The vendor's responsibility is not diminished even if a department orders an excessive amount of No. 2 Heating Oil or Eligible Liquid Biofuel.
* Accountability for the cleanup of any environmental spills or accidental releases resulting from the vendor's work under this contract, whether due to their acts, omissions, or negligence, rests entirely with the vendor. All such remediation shall be performed at no charge to the Commonwealth and in compliance with MGL c. 21E and other relevant regulations.
	+ The vendor shall notify all local, state, and federal authorities as required by law in the event of such a release or threat of release.
* In the event of a spill, release, or threat of release to the environment, and prior to commencing cleanup, the vendor must report the incident to the user facility contact person via phone or email immediately, with written confirmation to follow.
	+ If prior notification of the facility contact is not feasible, the vendor must take appropriate response actions and promptly notify the contact person in writing.
* The vendor must write and submit a summary of response actions for spills and/or contamination, adhering to MGL C. 21E reporting timelines, and send a copy to the Category Manager(s) (Michael BarryorKelly Minichello).

## Additional Discounts

Vendors in this Statewide Contract offer Prompt Pay Discount (PPD), which can vary for each vendor (vendor discounts may be listed in the [vendor list](#_Appendix_A:_Vendor) table and in the price files within each vendor's Master Blanket Purchase Order [MBPO] or Master Contract Record MBPO).

PPD is a percentage discount given to the buyer if the invoice is paid within a specified time, in accordance with the [Commonwealth’s Bill Paying Policy](https://www.macomptroller.org/policies/).

**Note:** Vendor discounts are detailed in the [vendor list](#_Appendix_A:_Vendor) table and the price files within each vendor's Master Blanket Purchase Order (MBPO) or Master Contract Record MBPO.

## Emergency Services

Vendors on this contract may be required to provide products or services in cases of statewide emergencies. The [801 CMR 21.05(3)](https://www.mass.gov/doc/801-cmr-21-procurement-of-commodities-or-services-including-human-and-social-services/download?_ga=2.5187184.276064254.1754065769-411155804.1736349941&_gl=1*sw9tsp*_ga*NDExMTU1ODA0LjE3MzYzNDk5NDE.*_ga_MCLPEGW7WM*czE3NTQwNzY0MjMkbzMyMyRnMSR0MTc1NDA3NjQ1NSRqMjgkbDAkaDA.) defines emergency for procurement purposes. Visit the [Emergency Response Supplies, Services and Equipment Contact Information for Statewide Contracts](https://www.mass.gov/doc/emergency-response-supplies-services-and-equipment-contact-information) list for emergency services related to this contract.

Vendor must have available dispatch services 365 days a year / 24 hours a day / 7 days a week. The need for emergency delivery will occur and the vendor must provide 24- hour, 365- day coverage. In a declared state of emergency where the safety and wellbeing of Commonwealth citizens are at risk, vendors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide Contract on a priority basis. If emergency deliveries become a recurring problem, the vendor must seek resolution with the Contract Manager at the Operational Services Division (OSD).

## Vendor Performance

Key points concerning vendor performance are outlined below:

* Provide actionable feedback on vendors for this contract to optimize performance through the [Procurated Platform](https://go.procurated.com/ma-statewide/). On the Procurated website, select an OSD contract, choose **Select**, and then choose **Provide a Review** for the applicable vendor listed.
* Buyers are encouraged to reach out to the Category Manager(s) (Michael BarryorKelly Minichello) if vendors are not meeting their contractual obligations and buyers may be surveyed for vendor performance feedback.
* Vendors will be evaluated on their current performance and may be asked to work with the Commonwealth toward improvement.
	+ If vendor performance is unacceptable but may be corrected, the vendor will be given the opportunity to develop and implement a Corrective Action Plan (CAP), working collaboratively with OSD and the relevant purchasing entities.
	+ If vendor performance is inadequate or breaches the RFR terms, including attachments and agreements, the OSD Category Manager(s) may issue a warning, implement a CAP, or suspend/terminate the contract.
* Vendors must meet all contractual requirements throughout the life of the contract, including requirements for timely and accurate report submission, to remain in good standing under the contract.

## General Procurement Guidelines and Best Practices

For general procurement guidelines and best practices, follow these recommendations:

* Buyers should inform vendors to reference Statewide Contract **ENE52** on all quotes and invoices.
* No prepayment should be made for products not yet delivered or services not yet rendered.
* No sales tax should be applied to invoices.
* No fees or surcharges (including travel, fuel, delivery) should be applied to invoices.
* Special order fees must be agreed upon by both parties upfront.
* Payments for products or services provided must be paid within 45 days per Massachusetts Bill Payment Policy, or sooner if applying Prompt Payment Discount.
* Buyers are not required to sign additional agreements with vendors that conflict with the Request for Response (RFR) Terms and Conditions. Contact the Category Manager(s) (Michael BarryorKelly Minichello) for guidance.
* Vendors must notify buyers of product substitutions.

## Environmentally Preferable Products and Services (EPPS)

Biofuels are renewable alternatives to petroleum-based liquid fuels such as gasoline, diesel, and heating oil. Biofuels are derived from renewable organic matter such as corn, soy, switchgrass, agricultural waste, wood, and waste vegetable oil. Transitioning from fossil fuels to biofuels or blending the two may help mitigate several negative environmental impacts linked to fossil fuel extraction and consumption. Benefits may include lowering greenhouse gas and conventional pollutant emissions, and better conservation of finite natural resources.

Pursuant to **Executive Order 594**, all agencies using heating oil as of July 1, 2021, must ensure that any heating oil procured contains a minimum of **10% biofuel (B10)**. These biofuels must meet specifications detailed in the **Leading by Example (LBE) program guidance**. Agencies are encouraged to collaborate with LBE to maximize their use of biofuel blends whenever feasible. Exemptions may apply when biofuels are unavailable, cost-prohibitive, or incompatible with specific equipment needs.

Additionally, **Massachusetts APS-eligible liquid biofuels** must comply with the criteria set forth in [225CMR16.02](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download) as well as all the requirements of [225CMR16.02](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download) and [225CMR16.05](https://www.mass.gov/doc/225-cmr-16-alternative-energy-portfolio-standard-aps/download) and their related guidelines**.**

Vendors are required to obtain written customer consent specifying the maximum allowable biofuel percentage to be delivered, based on fuel quality standards and equipment manufacturer warranties. To place an order for heating oil containing biofuel, buyers must either:

* Request a written agreement specifying the acceptable biofuel blend to be delivered (e.g., B5, B10, B20); or
* Include the desired biofuel percentage directly in the Request for Quotes (RFQ).

This ensures that buyers maintain a clear paper trail documenting the requested biofuel blend.

**Learn More:** Explore the [Environmentally Preferable Products (EPP) Procurement Program](https://www.mass.gov/environmentally-preferable-products-epp-procurement-program) and discover detailed guidance in the [EPP Products and Services Guide](https://www.mass.gov/handbook/environmentally-preferable-products-and-services-guide).

## Instructions for Massachusetts Management Accounting and Reporting System (MMARS) Users

When placing orders with a contractor, MMARS users **must** include a reference to the Statewide Contract ID number **ENE52\*** in the Agreement ID field in MMARS for encumbrances related to purchases from Statewide Contracts. Please address all inquiries regarding MMARS technical support and job aids by emailing the Comptroller Help Desk or by calling 617-973-2468.

## Vendor List and Information

| **Vendor[[2]](#footnote-3)** | **Master Blanket Purchase Order Number** | **Contact Person** | **Phone Number** | **Email** | **Categories** | **Zone** | **Prompt Payment Discount (PPD)** | **Supplier Diversity Office (SDO)****Certification****Type** | **Supplier Diversity Program (SDP)****Commitment****Percentage** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Master Contract Record (All contract documents)[[3]](#footnote-4) | [PO-22-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23109&releaseNbr=0&external=true&parentUrl=close) [SRC01-23109](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23109&releaseNbr=0&external=true&parentUrl=close) | Michael BarryKelly Minichello | 617-720-3182351-667-9536 | michael.barry3@mass.govkelly.minichello@mass.gov | N/A | N/A | N/A | N/A | N/A |
| Solicitation-Enabled Blanket (only to be used to obtain quotes)[[4]](#footnote-5) | [PO-22-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23110&releaseNbr=0&external=true&parentUrl=close) [SRC01-23110](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-22-1080-OSD03-SRC01-23110&releaseNbr=0&external=true&parentUrl=close) | Michael BarryKelly Minichello | 617-720-3182351-667-9536 | michael.barry3@mass.govkelly.minichello@mass.gov | N/A | N/A | N/A | N/A | N/A |
|  |  |  |  |  | **Category****1** |  |  |  |  |
| Global Montello | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23102&releaseNbr=0&external=true&parentUrl=close)[SRC02-23102](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23102&releaseNbr=0&external=true&parentUrl=close) | KathrynDoherty | 781-398-4003 | bids@globalp.com | X | 1, 3, 7 | 0.25% - 10 days | N/A | 2% |
| Peterson's Oil | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close)[SRC02-23100](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close) | Wendy Renzi | 508-368-1000 | wrenzi@petersonoil.com | X | 2, 4, 5, 6 | 0.3% - 10 days0.3% - 15 days | N/A | 3% |
| Sprague OperatingResources | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close)[SRC02-23099](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close) | JeanetteFinley | 877-689-1880 | contractmgmt@spragueenergy.com | X | 8 | 1% - 10 days | N/A | 10% |
|  |  |  |  |  | **Category****2** |  |  |  |  |
| Broco Oil | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23098&releaseNbr=0&external=true&parentUrl=close)[SRC02-23098](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23098&releaseNbr=0&external=true&parentUrl=close) | KristopherEllis | 978-228-0613 | kellis@brocooil.com | X | 1, 2 | 0.01% - 10 days | DBE, SDVOBE | 1% |
| Peterson's Oil | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close)[SRC02-23100](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close) | Wendy Renzi | 508-368-1000 | wrenzi@petersonoil.com | X | 3, 4, 5, 6, 7 | 0.3% - 10 days0.3% - 15 days | N/A | 3% |
| Sprague OperatingResources | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close)[SRC02-23099](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close) | JeanetteFinley | 877-689-1880 | contractmgmt@spragueenergy.com | X | 8 | 1% - 10 days | N/A | 10% |
|  |  |  |  |  | **Category****3** |  |  |  |  |
| Broco Oil | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23098&releaseNbr=0&external=true&parentUrl=close)[SRC02-23098](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23098&releaseNbr=0&external=true&parentUrl=close) | KristopherEllis | 978-228-0613 | kellis@brocooil.com | X | 1, 2, 5 | 0.01% - 10 days | DBE, SDVOBE | 1% |
| East River Energy | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23101&releaseNbr=0&external=true&parentUrl=close)[SRC02-23101](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23101&releaseNbr=0&external=true&parentUrl=close) | MaryannLittle | 1-800-336-3762 | mel@eastriverenergy.com | X | 6 | 0.00125% - 10days | N/A | 1% |
| Global Montello | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23102&releaseNbr=0&external=true&parentUrl=close)[SRC02-23102](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23102&releaseNbr=0&external=true&parentUrl=close) | KathrynDoherty | 781-398-4003 | bids@globalp.com | X | All | 0.25% - 10 days | N/A | 2% |
| Peterson's Oil | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close)[SRC02-23100](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23100&releaseNbr=0&external=true&parentUrl=close) | Wendy Renzi | 508-368-1000 | wrenzi@petersonoil.com | X | All | 0.3% - 10 days0.3% - 15 days | N/A | 3% |
| Sprague Energy | [PO-21-1080-OSD03-](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close)[SRC02-23099](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC02-23099&releaseNbr=0&external=true&parentUrl=close) | BarryPanicola | 516-622-7091 | contractmgmt@spragueenergy.com | X | 2, 4, 7, 8 | 1% - 10 days | N/A | 10% |

## United Nations Standard Products and Services Code® (UNSPSC®)

UNSPSCs® for **ENE52** are listed as follows:

* 15–10–17–01–0000
* 15–10–18–00–0000
* 15–10–17–01

## Appendix A: Truck Safety Standards Issued by RMV

**Truck Safety Standards**

The RMV enacted new regulations (540 CMR 4.10 to 4.13) that apply to certain registered motor vehicles, trailers, semi-trailers and semi-trailer units classified as class 3 or above by the Federal Highway Administration, with a gross vehicle weight (GVW) rating of 10,001 pounds or more (“Heavy Vehicles”). Heavy Vehicles that are (1) leased or purchased by the Commonwealth on or after January 1, 2023, or (2) operated under contracts with the Commonwealth executed on or after January 1, 2025, that require the use of Heavy Vehicles in writing or by necessary implication, must be equipped with the following truck safety devices:

* Lateral protective devices (LPD), commonly called “Side Guards,”
* Convex mirrors,
* Crossover mirrors, and
* Back-up cameras.

For snow and ice management and removal services and towing services, these regulations apply to Heavy Vehicles operated under contracts with the Commonwealth that were executed on or after July 1, 2025. Heavy Vehicles affected by the RMV regulations must be certified as compliant with these requirements beginning 12/31/2025 using the RMV portal. Please refer to MassDOT’s guidance here for information about updates on truck safety devices, the certification and waiver process, and guidance for contractors. Further guidance will soon be available on the OSD website.

## Appendix B: Geographical Service Areas

| **Zone 1** | **Zone 2** | **Zone 3** | **Zone 4** | **Zone 5** | **Zone 6** | **Zone 7** | **Zone 8** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Arlington | Amesbury | Abington | Barnstable | Acton | Ashburnham | Agawam | Adams |
| Belmont | Andover | Acushnet | Bourne | Ashland | Ashby | Amherst | Alford |
| Boston | Beverly | Attleboro | Brewster | Auburn | Athol | Ashfield | Becket |
| Braintree | Boxford | Avon | Chatham | Ayer | Bernardston | Belchertown | Cheshire |
| Brookline | Danvers | Berkley | Dennis | Barre | Buckland | Blandford | Clarksburg |
| Burlington | Dracut | Bridgewater | Eastham | Bedford | Charlemont | Brimfield | Dalton |
| Cambridge | Essex | Brockton | Falmouth | Bellingham | Colrain | Chester | Egremont |
| Canton | Georgetown | Carver | Gosnold | Berlin | Deerfield | Chesterfield | Florida |
| Chelsea | Gloucester | Dartmouth | Harwich | Billerica | Erving | Chicopee | Great Barrington |
| Cohasset | Groveland | Dighton | Mashpee | Blackstone | Fitchburg | Conway | Hancock |
| Dedham | Hamilton | Duxbury | Orleans | Bolton | Gardner | Cummington | Hinsdale |
| Dover | Haverhill | East Bridgewater | Provincetown | Boxborough | Gill | East Longmeadow | Lanesborough |
| Everett | Ipswich | Easton | Sandwich | Boylston | Greenfield | Easthampton | Lee |
| Hingham | Lawrence | Fairhaven | Truro | Brookfield | Hawley | Goshen | Lenox |
| Holbrook | Lowell | Fall River | Wellfleet | Carlisle | Heath | Granby | Monroe |
| Hull | Lynn | Foxborough | Yarmouth | Charlton | Leominster | Granville | Monterey |
| Lexington | Lynnfield | Freetown |  | Chelmsford | Leverett | Hadley | Mount Washington |
| Lincoln | Manchester | Halifax |  | Clinton | Leyden | Hampden | New Ashford |
| Malden | Marblehead | Hanover |  | Concord | Lunenburg | Hatfield | New Marlborough |
| Medford | Merrimac | Hanson |  | Douglas | Montague | Holland | North Adams |
| Melrose | Methuen | Kingston |  | Dudley | New Salem | Holyoke | Otis |
| Milton | Middleton | Lakeville |  | Dunstable | Northfield | Huntington | Peru |
| Needham | Nahant | Mansfield |  | East Brookfield | Orange | Longmeadow | Pittsfield |
| Newton | Newbury | Marion |  | Framingham | Pelham | Ludlow | Richmond |
| Norwood | Newburyport | Marshfield |  | Franklin | Phillipston | Middlefield | Sandisfield |
| Quincy | North Andover | Mattapoisett |  | Grafton | Rowe | Monson | Savoy |
| Randolph | North Reading | Medfield |  | Groton | Royalston | Montgomery | Sheffield |
| Revere | Peabody | Middleborough |  | Hardwick | Shelburne | Northampton | Stockbridge |
| Saugus | Reading | New Bedford |  | Harvard | Shutesbury | Palmer | Tyringham |
| Somerville | Rockport | Norfolk |  | Holden | Sunderland | Plainfield | Washington |
| Stoneham | Rowley | North Attleborough |  | Holliston | Templeton | Russell | West Stockbridge |
| Wakefield | Salem | Norton |  | Hopedale | Townsend | South Hadley | Williamstown |
| Waltham | Salisbury | Norwell |  | Hopkinton | Warwick | Southampton | Windsor |
| Watertown | Swampscott | Pembroke |  | Hubbardston | Wendell | Southwick |  |
| Wellesley | Tewksbury | Plainville |  | Hudson | Westminster | Springfield |  |
| Weston | Topsfield | Plymouth |  | Lancaster | Winchendon | Tolland |  |
| Westwood | Wenham | Plympton |  | Leicester |  | Wales |  |
| Weymouth | West Newbury | Raynham |  | Littleton |  | Ware |  |
| Wilmington |  | Rehoboth |  | Marlborough |  | West Springfield |  |
| Winchester |  | Rochester |  | Maynard |  | Westfield |  |
| Winthrop |  | Rockland |  | Medway |  | Westhampton |  |
| Woburn |  | Scituate |  | Mendon |  | Whately |  |
|  |  | Seekonk |  | Milford |  | Wilbraham |  |
|  |  | Sharon |  | Millbury |  | Williamsburg |  |
|  |  | Somerset |  | Millis |  | Worthington |  |
|  |  | Stoughton |  | Millville |  |  |  |
|  |  | Swansea |  | Natick |  |  |  |
|  |  | Taunton |  | New Braintree |  |  |  |
|  |  | Walpole |  | North Brookfield |  |  |  |
|  |  | Wareham |  | Northborough |  |  |  |
|  |  | West Bridgewater |  | Northbridge |  |  |  |
|  |  | Westport |  | Oakham |  |  |  |
|  |  | Whitman |  | Oxford |  |  |  |
|  |  | Wrentham |  | Paxton |  |  |  |
|  |  |  |  | Pepperell |  |  |  |
|  |  |  |  | Petersham |  |  |  |
|  |  |  |  | Princeton |  |  |  |
|  |  |  |  | Rutland |  |  |  |
|  |  |  |  | Sherborn |  |  |  |
|  |  |  |  | Shirley |  |  |  |
|  |  |  |  | Shrewsbury |  |  |  |
|  |  |  |  | Southborough |  |  |  |
|  |  |  |  | Southbridge |  |  |  |
|  |  |  |  | Spencer |  |  |  |
|  |  |  |  | Sterling |  |  |  |
|  |  |  |  | Stow |  |  |  |
|  |  |  |  | Sturbridge |  |  |  |
|  |  |  |  | Sudbury |  |  |  |
|  |  |  |  | Sutton |  |  |  |
|  |  |  |  | Tyngsborough |  |  |  |
|  |  |  |  | Upton |  |  |  |
|  |  |  |  | Uxbridge |  |  |  |
|  |  |  |  | Warren |  |  |  |
|  |  |  |  | Wayland |  |  |  |
|  |  |  |  | Webster |  |  |  |
|  |  |  |  | West Boylston |  |  |  |
|  |  |  |  | West Brookfield |  |  |  |
|  |  |  |  | Westborough |  |  |  |
|  |  |  |  | Westford |  |  |  |
|  |  |  |  | Worcester |  |  |  |

1. APS stands for Alternative Energy Portfolio Standard. [↑](#footnote-ref-2)
2. Note that COMMBUYS is the official system of record for vendor contact information. [↑](#footnote-ref-3)
3. The Master Contract Record MBPO is the central repository for all common contract files. The price files may be found in the individual vendor’s MBPO. [↑](#footnote-ref-4)
4. The Solicitation-Enabled MBPO is for multiple quote requests and price comparison. [↑](#footnote-ref-5)