|  |
| --- |
|  |
| Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717 |

**IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN**

**BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY**

**Revised August 23, 2016**

**(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

|  |  |
| --- | --- |
| **BID OPENING** **DATE**:  **September 1, 2016****TIME**: 11:00 AM  | **TITLE**: **Group 05700 –Motor and Hydraulic Oil**Classification Code: 15 |
| **INVITATION FOR BIDS NUMBER:**  **23012** | **SPECIFICATION** **REFERENCE:**  As Incorporated in the Invitation For Bids |
| **CONTRACT PERIOD: Upon issuance of the award for a period of five years with a one year renewal option** |
| **DESIGNATED CONTACTS:** |
| **PRIMARY CONTACT** | **SECONDARY CONTACTS** |
| Lori L. BahanContract Management SpecialistTelephone: (518) 486-7313 Email: lori.bahan@ogs.ny.gov | Tammy AlthiserContract Management SpecialistTelephone: (518) 474-3382E-mail: tammy.althiser@ogs.ny.gov | Todd GardnerContract Management Specialist 3Telephone: (518) 474-3540 Email: todd.gardner@ogs.ny.gov |
| The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at: Procurement Lobbying: http://www.ogs.ny.gov/acpl  |
| **Bidder’s Federal Tax Identification Number:***(Do Not Use Social Security Number)* | **NYS Vendor Identification Number:***(See “New York State Vendor File Registration” clause)* |
|  |  |
| If applicable, place an “**x**” in the appropriate box (***check all that apply***): | 🞎 NYS Small Business\_\_\_\_\_ #Employees | 🞎 Minority Owned Business | 🞎 Women Owned Business |
| Legal Business Name of Company Bidding:  |
| D/B/A - Doing Business As (if applicable):  |
| Street City State Zip County |
| If applicable, place an “**x**” in the appropriate box (***check all that apply***): | 🞎 Manufactured Within New York State | 🞎 Manufactured Outside New York State |
| If you are not bidding, place an “x” in the box and return this page only. 🞎 WE ARE UNABLE TO BID AT THIS TIME BECAUSE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| Bidder’s Signature:Title: | Printed or Typed Name:Date: |
| Phone : ( ) - ext ( )Fax : ( ) - ext ( ) | Toll Free Phone : ( ) - ext ( )Toll Free Fax : ( ) - ext ( ) |
| E-mail Address: | Company Web Site: |
| **FOR PROCUREMENT SERVICES USE ONLY** |
| P.R. # 23012-T | LIT 🞎 | MEMO 🞎 | LET 🞎 | OTHER 🞎 | MISSING PAGES |  |

|  |
| --- |
| **INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT****STATE OF**       **}** **SS.:****COUNTY OF**       **}**On the  day of **\_**  in the year 20, before me personally appeared , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_ maintains an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** , **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**; and further that: |
| **[Check One]** |
| ☐  | **If an individual): \_\_** executed the foregoing instrument in his/her name and on his/her own behalf. |
| ☐  | **If a corporation): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **\_\_** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation. |
| ☐  | **If a partnership): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership. |
| ☐  | **If a limited liability company): \_\_** is a duly authorized member of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company. |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Notary Public****Registration No.** |

**Contents**

[APPENDICES AND ATTACHMENTS 6](#_Toc459621138)

[SECTION 1 INTRODUCTION 6](#_Toc459621139)

[1.1 Scope 6](#_Toc459621140)

[1.2 Estimated Quantities 6](#_Toc459621141)

[1.2.1 Lot I: Conventional Motor Oil 7](#_Toc459621142)

[1.2.2 Lot II: Full Synthetic Motor Oil 7](#_Toc459621143)

[1.2.3 Lot III: DEXOS Compliant Motor Oil 7](#_Toc459621144)

[1.2.4 Lot IV: Hydraulic Oil High Performance- Returnable Drum 8](#_Toc459621145)

[1.3 List of Zones 9](#_Toc459621146)

[1.4 Map of Zones 10](#_Toc459621147)

[1.5 DOT Regional Shop Addresses, Phone Numbers, Names Of Shop Supervisors 11](#_Toc459621148)

[1.6 List of Lots 12](#_Toc459621149)

[Section 2 PROCUREMENT SCHEDULE 13](#_Toc459621150)

[2.1 Key Event Dates 13](#_Toc459621151)

[2.2 Pre–Bid Conference for Centralized Contract – Discretionary 14](#_Toc459621152)

[2.3 New York State Contract Reporter 14](#_Toc459621153)

[2.4 Inquiries and Proposed Solicitation Deviations/Issuing Office 14](#_Toc459621154)

[2.5 Liability and Validity 15](#_Toc459621155)

[2.6 Electronic Bid Opening Results 15](#_Toc459621156)

[2.7 Definitions 15](#_Toc459621157)

[SECTION 3 PROPOSAL REQUIREMENTS 16](#_Toc459621158)

[3.1 Qualification of Bidder 16](#_Toc459621159)

[3.2 Proposal Requirements 17](#_Toc459621160)

[3.3 Proposal Deviations 17](#_Toc459621161)

[SECTION 4 PROCUREMENT/ADMINISTRATIVE BACKGROUND 18](#_Toc459621162)

[4.1 New York State Procurement Rights 18](#_Toc459621163)

[SECTION 5 FORMAT OF PROPOSAL SUBMITTAL 19](#_Toc459621164)

[5.1 Responsiveness 19](#_Toc459621165)

[5.2 Incorporation 19](#_Toc459621166)

[5.3 Proposal Format 19](#_Toc459621167)

[5.4 Submission of Electronic Media 19](#_Toc459621168)

[5.5 Packaging of Solicitation Response 19](#_Toc459621169)

[5.6 Proposal Delivery Instructions 20](#_Toc459621170)

[5.7 Important Building Access Procedures 20](#_Toc459621171)

[SECTION 6 METHOD OF AWARD/EVALUATION PROCESS 20](#_Toc459621172)

[6.1 State Evaluation Philosophy 20](#_Toc459621173)

[6.2 Method of Award for Centralized Contract 20](#_Toc459621174)

[6.3 Preference For Recycled Products 20](#_Toc459621175)

[6.4 Recycled Certification 21](#_Toc459621176)

[6.5 Recycled Content 21](#_Toc459621177)

[6.6 Notification of Award 21](#_Toc459621178)

[6.7 Bidder Responsibility on Accuracy 21](#_Toc459621179)

[SECTION 7 SPECIFICATIONS 21](#_Toc459621180)

[Lots I-III 21](#_Toc459621181)

[7.1 Item #1A, 1B and 4 - Oil, Lubricating (Gasoline Engines Only), High Detergent, Common Viscosity Grades 21](#_Toc459621182)

[7.2 Item #2A + 2B and 5 - Oil, Lubricating (Gasoline Engines Only), High Detergent, 5W-20 Grade 22](#_Toc459621183)

[7.3 Item #3A, 3B, and 6 - Oil, Lubricating (Gasoline/Diesel Engine), High Detergent 22](#_Toc459621184)

[7.4 Returnable Drums 22](#_Toc459621185)

[7.5 Lot II: Full Synthetic Motor Oil Items 1-6 and Items 7A & 7B 22](#_Toc459621186)

[7.6 Lot III: DEXOS Compliant Motor Oil Items 1-6 and Items 7A & 7B 22](#_Toc459621187)

[7.7 Lot IV: Oil (Hydraulic), High-Performance All-Temperature, Grade 32 23](#_Toc459621188)

[7.8 Color 23](#_Toc459621189)

[7.9 Returnable Drums 24](#_Toc459621190)

[SECTION 8 TERMS AND CONDITIONS 24](#_Toc459621191)

[8.1 Contract Period and Renewals 24](#_Toc459621192)

[8.2 Short Term Extension 24](#_Toc459621193)

[8.3 APPENDIX A 24](#_Toc459621194)

[8.4 APPENDIX B 24](#_Toc459621195)

[8.5 Conflict of Terms and Conditions 25](#_Toc459621196)

[8.6 Mercury-Added Consumer Products 25](#_Toc459621197)

[8.7 Insurance Requirements 25](#_Toc459621198)

[8.8 State Vendor File Registration 25](#_Toc459621199)

[8.9 Freedom of Information Law 25](#_Toc459621200)

[8.10 Non-State Agencies Participation in Centralized Contracts 26](#_Toc459621201)

[8.11 Contract Billings And Payments 26](#_Toc459621202)

[8.12 Performance/Bid Bonds 26](#_Toc459621203)

[8.13 Summary of Policy and Prohibitions on Procurement Lobbying 27](#_Toc459621204)

[8.14 New York State Vendor Responsibility Questionnaire For-Profit Business Entity 27](#_Toc459621205)

[8.15 New York State Vendor File Registration 28](#_Toc459621206)

[8.16 New York State Tax Law §5-a 28](#_Toc459621207)

[8.17 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women 29](#_Toc459621208)

[8.18 Price Adjustments 31](#_Toc459621209)

[8.19 Appendix C, Centralized Contract Modification Process 32](#_Toc459621210)

[8.20 Overlapping Contract Items 32](#_Toc459621211)

[8.21 Extension of Use 32](#_Toc459621212)

[8.22 Minimum Order 33](#_Toc459621213)

[8.23 Returnable Drums 33](#_Toc459621214)

[8.24 Price 33](#_Toc459621215)

[8.25 “OGS or Less" Guidelines 33](#_Toc459621216)

[8.26 Service 33](#_Toc459621217)

[8.27 Delivery 33](#_Toc459621218)

[8.28 Testing 34](#_Toc459621219)

[8.29 Information To Be Furnished With Bid 34](#_Toc459621220)

[8.30 Report Of Contract Purchases 34](#_Toc459621221)

# APPENDICES AND ATTACHMENTS

APPENDICES

Appendix A - Standard Clauses for New York State Contracts (January 2014)

Appendix B - General Specifications (April 2016)

Appendix C - Contract Modification Procedure

ATTACHMENTS

Attachment 01 - Price Pages

Attachment 02 - General Questions

Attachment 03 - Inquiries Template

Attachment 04 - New York State Required Certifications

Attachment 05 - Contractor’s Insurance Requirements

Attachment 06 - Encouraging Use of NYS Businesses

Attachment 07- Encouraging Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Attachment 08 - Proposal Checklist

Attachment 09- Manufacturer’s Affidavit of Recycled Content

# SECTION 1 INTRODUCTION

## 1.1 Scope

Lots I – III: This specification describes motor crankcase oils for use in internal combustion engines of both the spark-ignition and the compression-ignition types.

Lot IV: This specification describes high performance hydraulic oil for various Department of Transportation (DOT) maintenance shops and others throughout the State.

## 1.2 Estimated Quantities

The Contract(s) resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ). All quantities or dollar values listed within this Solicitation are estimates.

Numerous factors could cause the actual volume of sales under the Contract(s) resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

• Such Contract(s) will be nonexclusive Contracts;

• There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;

• The individual value of the Contract(s) is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the contract period; and,

• The State reserves the right to terminate any Contract(s) for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract(s).

In OGS Procurement Services’ experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contract(s) could vary substantially from the estimates provided in this Solicitation.

**Historical Sales Volumes (gallons per year)**

Quantities are based on historical annual purchases and are listed for informational purposes only and are not estimates of future purchasing patterns. Item 5 is a new item with no historical data.

### 1.2.1 Lot I: Conventional Motor Oil

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | ITEM 1A | ITEM 1B | ITEM 2A | ITEM 2B | ITEM 3A | ITEM 3B | ITEM 4 | ITEM 5 | ITEM 6 |
| ZONE | 55 GAL. DRUM5W-30,gasoline engine | 5W-30, QUART CONTAINERS, gasoline engine | 55 GAL. DRUM5W-20, gasoline engine | QUARTCONTAINERS5W-20, gasoline engine | 55 GALLON DRUM, diesel engine | 5W-40, QUART CONTAINERS, diesel engine | BULK5W-30gasoline engine | BULK5W-20, gasoline engine | BULK5W-40, diesel engine |
|  1 | 3643 | 298 | 745 | 150 | N/A | N/A | 575 | N/A | N/A |
|  2 | 935 | 43 | 415 | 60 | N/A | N/A | 1000 | N/A | N/A |
|  3 | 1418 | 88 | 715 | 300 | N/A | N/A | 350 | N/A | N/A |
|  4 | 1225 | 200 | 250 | 350 | N/A | N/A | 673 | N/A | N/A |
|  5 | 1093 | 105 | 605 | 150 | N/A  | N/A  | 323 | N/A  | N/A  |
|  6 | 165 | 38 | 110 | 80 | N/A | N/A | 125 | N/A | N/A |
|  7 | 1088 | 70 | 525 | 80 | N/A | N/A | 125 | N/A | N/A |
|  8 | 1528 | 593 | 935 | 630 | N/A | N/A | 448 | N/A | N/A |
|  9 | 990 | 65 | 55 | 75 | N/A | N/A | 130 | N/A | N/A |
| 10 | 1665 | 468 | 470 | 400 | N/A | N/A | 408 | N/A | N/A |
| 11 | 468 | 38 | 165 | 25 | N/A | N/A | 75 | N/A | N/A |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | ITEM 7A | ITEM 7B | ITEM 8A | ITEM 8B | ITEM 9 | ITEM 10 |
| ZONE | 55 GAL. DRUM10W-30, gasoline engine | QUARTCONTAINERS10W-30,gasoline engine | 55 GAL. DRUM15W-40, gasoline engine | QUARTCONTAINERS15W-40, gasoline engine | BULK10W-30, gasoline engine | BULK15W-40, diesel engine |
|  1 | 3643 | 298 | 5528 | 93 | 575 | 565 |
|  2 | 935 | 43 | 3150 | 30 | 1000 | 215 |
|  3 | 1418 | 88 | 1473 | 100 | 350 | 1528 |
|  4 | 1225 | 200 | 743 | 20 | 673 | 1375 |
|  5 | 1093 | 105 | 1115 | 38 | 323 | 2245 |
|  6 | 165 | 38 | 628 | 15 | 125 | 1230 |
|  7 | 1088 | 70 | 2283 | 35 | 125 | 1238 |
|  8 | 1528 | 593 | 4813 | 863 | 448 | 1503 |
|  9 | 990 | 65 | 2243 | 10 | 130 | 990 |
| 10 | 1665 | 468 | 4620 | 235 | 408 | 1523 |
| 11 | 468 | 38 | 153 | 38 | 75 | 63 |

### 1.2.2 Lot II: Full Synthetic Motor Oil

This is a new item, with no historical purchasing data available.

1.2.3 Lot III: DEXOS Compliant Motor Oil

This is a new item, with no historical purchasing data available.

1.2.4 Lot IV: Hydraulic Oil High Performance- Returnable Drum

There is no historical data for Zone 11.

|  |  |
| --- | --- |
|  | ITEM 1 |
| ZONE | 55 GAL. Returnable Drums |
|  1 | 90 |
|  2 | 45 |
|  3 | 45 |
|  4 | 20 |
|  5 | 45 |
|  6 | 55 |
|  7 | 95 |
|  8 | 115 |
|  9 | 80 |
| 10 | 110 |
| 11 |  |

## 1.3 List of Zones

LIST OF COUNTIES IN EACH ZONE COUNTIES - ZONE NO.

ZONE 1 ZONE 2

Albany Fulton Albany 1 Schoharie 9

Essex Hamilton Allegany 6 Schuyler 6

Greene Herkimer Bronx 8 Seneca 3

Rensselaer Madison Broome 9 Steuben 6

Saratoga Montgomery Cattaraugus 5 St. Lawrence 7

Schenectady Oneida Cayuga 3 Suffolk 10

Warren Chautauqua 5 Sullivan 9

Washington Chemung 6 Tioga 6

 Chenango 9 Tompkins 3

ZONE 3 ZONE 4 Clinton 7 Ulster 8

Cayuga Genesee Columbia 8 Warren 1

Cortland Livingston Cortland 3 Washington 1

Onondaga Monroe Delaware 9 Wayne 4

Oswego Ontario Dutchess 8 Westchester 8

Seneca Orleans Erie 5 Wyoming 4

Tompkins Wayne Essex 1 Yates 6

 Wyoming Franklin 7

 Fulton 2

ZONE 5 ZONE 6 Genesee 4

Cattaraugus Allegany Greene 1

Chautauqua Chemung Hamilton 2

Erie Schuyler Herkimer 2

Niagara Steuben Jefferson 7

 Tioga Kings 11

 Yates Lewis 7

 Livingston 4

ZONE 7 ZONE 8 Madison 2

Clinton Bronx Monroe 4

Franklin Columbia Montgomery 2

Jefferson Dutchess Nassau 10

Lewis Orange New York 11

St. Lawrence Putnam Niagara 5

 Rockland Oneida 2

 Ulster Onondaga 3

 Westchester Ontario 4

 Orange 8

 Orleans 4

ZONE 9 ZONE 10 Oswego 3

Broome Nassau Otsego 9

Chenango Suffolk Putnam 8

Delaware Queens 11

Otsego Rensselaer 1

Schoharie ZONE 11 Richmond 11

Sullivan Kings Rockland 8

 New York Saratoga 1

 Queens Schenectady 1

 Richmond

## 1.4 Map of Zones



## 1.5 DOT Regional Shop Addresses, Phone Numbers, Names Of Shop Supervisors

|  |  |
| --- | --- |
| REGION 1 | FLEET ADMINISTRATION21 9TH STWaterford, NY 12188Contact: richard.martin@dot.ny.gov (518 237 5821) |
| REGION 2 | FLEET ADMINISTRATION10 Harbor Lock Rd WUtica, NY 13502Contact: glen.greenwood@dot.ny.gov (315 733 2967) |
| REGION 3 | FLEET ADMINISTRATION5450 S Bay RdNorth Syracuse, NY 13212-3798CONTACT: william.laforce@dot.ny.gov (315 458 7000) |
| REGION 4 | FLEET ADMINISTRATION2797 Clover StPittsford, NY 14534-1051Contact: eric.vanooyen@dot.ny.gov (585 586 1252) |
| REGION 5 | FLEET ADMINISTRATION4717 Southwestern BlvdHamburg, NY 14075-1999Contact: robert.hall@dot.ny.gov (716 649 5568) |
| REGION 6 | FLEET ADMINISTRATION7000 County Route 70AHornell, NY 14843-9302Contact: gary.rice@dot.ny.gov (607 324 4230) |
| REGION 7 | FLEET ADMINISTRATION22422 State Route 342Watertown, NY 13601Contact: bruce.johnson@dot.ny.gov (315 785 2360) |
| REGION 8 | FLEET ADMINISTRATION272 Violet AvePoughkeepsie, NY 12601-1236Contact: kevin.chapman@dot.ny.gov (845 471 5488) |
| REGION 9 | FLEET ADMINISTRATION241 Colesville RdBinghamton, NY 13904Contact: ben.gardiner@dot.ny.gov (607 775 6053) |
| REGIONS 10 &11 | FLEET ADMINISTRATION375 Carleton AveCentral Islip, NY 11722Contact: paul.goebeler@dot.ny.gov (631 231 6161) |

## 1.6 List of Lots

Lot I – Conventional Motor Oil

|  |  |
| --- | --- |
| 1A | 5W-30, gasoline engine, 55 gallon drum |
| 1B | 5W-30, gasoline engine, quart containers |
| 2A | 5W-20, gasoline engine, 55 gallon drum |
| 2B | 5W-20, gasoline engine, quart containers |
| 3A | 5W-40, diesel engine, 55 gallon drum Not available as conventional |
| 3B | 5W-40, diesel engine, quart containers Not available as conventional  |
| 4 | 5W-30 bulk, gasoline engine |
| 5 | 5W-20, gasoline engine bulk |
| 6 | 5W-40, diesel engine, bulk Not available as conventional |
| 7A | 10W-30, gasoline engine, 55 gallon drum |
| 7B | 10W-30, gasoline engine, quart containers |
| 8A | 15W-40, diesel engine, 55 gallon drum |
| 8B | 15W-40, diesel engine, quart containers |
| 9 | 10W-30 bulk, gasoline engine |
| 10 | 15W-40, diesel engine, bulk |

Lot II – Full Synthetic Motor Oil

|  |  |
| --- | --- |
| 1A | 5W-30, gasoline engine, 55 gallon drum |
| 1B | 5W-30, gasoline engine, quart containers |
| 2A | 5W-20, gasoline engine, 55 gallon drum |
| 2B | 5W-20, gasoline engine, quart containers |
| 3A | 5W-40, diesel engine, 55 gallon drum |
| 3B | 5W-40, diesel engine, quart containers |
| 4 | 5W-30 bulk, gasoline engine |
| 5 | 5W-20, gasoline engine bulk |
| 6 | 5W-40, diesel engine, bulk |
| 7A | 10W-30, gasoline engine, 55 gallon drum |
| 7B | 10W-30, gasoline engine, quart containers |
| 8A | 15W-40, diesel engine, 55 gallon drum |
| 8B | 15W-40, diesel engine, quart containers |
| 9 | 10W-30 bulk, gasoline engine |
| 10 | 15W-40, diesel engine, bulk |
| 11A | 0W-20, gasoline engine, 55 gallon drum |
| 11B | 0W-20, gasoline engine, quart containers |

Lot III – DEXOS Compliant Motor Oil

|  |  |
| --- | --- |
| 1A | 5W-30, gasoline engine, 55 gallon drum |
| 1B | 5W-30, gasoline engine, quart containers |
| 2A | 5W-20, gasoline engine, 55 gallon drum |
| 2B | 5W-20, gasoline engine, quart containers |
| 3A | 5W-40, diesel engine, 55 gallon drum |
| 3B | 5W-40, diesel engine, quart containers |
| 4 | 5W-30 bulk, gasoline engine |
| 5 | 5W-20, gasoline engine bulk |
| 6 | 5W-40, diesel engine, bulk |
| 7A | 10W-30, gasoline engine, 55 gallon drum Not available as dexos |
| 7B | 10W-30, gasoline engine, quart containers Not available as dexos |
| 8A | 15W-40, diesel engine, 55 gallon drum Not available as dexos |
| 8B | 15W-40, diesel engine, quart containers Not available as dexos |
| 9 | 10W-30 bulk, gasoline engine Not available as dexos |
| 10 | 15W-40, diesel engine, bulk Not available as dexos |
| 11A | 0W-20, gasoline engine, 55 gallon drum |
| 11B | 0W-20, gasoline engine, quart containers |

Lot IV Hydraulic Oil High Performance – Returnable Drum
 Item 1 – 55 Gallon Drums, Grade 32

# Section 2 PROCUREMENT SCHEDULE

## 2.1 Key Event Dates

|  |  |  |
| --- | --- | --- |
| Event | Date | Time |
| Close Of Registration For Pre-Bid Conference | August 9, 2016 | 5:00 PM ET |
| Pre-Bid Webinar | August 11, 2016 | 10:00 AM ET |
| Closing Date for Inquiries | August 17, 2016 | 5:00 PM ET |
| OGS Procurement Services’ Responses to Inquiries | August 25, 2016 | N/A |
| Submission of Solicitation and Bid Opening | September 1, 2016 | 11:00 AM ET |

## 2.2 Pre–Bid Conference for Centralized Contract – Discretionary

A Pre-Bid Conference will be hosted by OGS to review this Solicitation. Although attending the Pre-Bid Conference is not mandatory, it is highly encouraged. The Pre-Bid Conference will be held at date and time listed in Section 2.1 *Key Events/Dates*. Please refer to Section 5.7 *Important Building Access Procedures* for information relating to access to the Corning Tower.

To register for the Pre-Bid Conference, a Bidder must send an email entitled **Pre-Bid Conference** to lori.bahan@ogs.ny.gov. The following information must be provided in an e-mail to the designated contact by the date and time listed in Key Events/Dates for Close of Registration for Pre-Bid Conference. Each interested Bidder is limited to three (3) representatives attending the Pre-Bid Conference.

• Company name

• Attendee name(s)

• Title(s)

• Email address(es)

Registrants will receive an invitation and logistics, including the specific location in Albany, NY upon receipt of registration by OGS.

At the discretion of OGS, materials may be provided prior to the Pre-Bid Conference to the email address(es) submitted with registration. At the discretion of OGS, inquiries submitted either at or prior to the Pre-Bid Conference may be discussed by OGS at the Pre-Bid Conference, however any responses to inquiries made at the Pre-Bid conference are not binding; only the written responses in the official response to inquiries posted on the OGS website shall be binding.

## 2.3 New York State Contract Reporter

You must register with the New York State Contract Reporter (NYSCR) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation.  Navigate to the “I want to find contracts to bid on” page to register for your free account.  In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must choose the option “send me notification updates on this,” located in the lower right hand corner of the particular ad.  Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR.  Any updates to Solicitation documents will also be posted and released through the NYSCR.  If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.  Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.

## 2.4 Inquiries and Proposed Solicitation Deviations/Issuing Office

All inquiries concerning this specification will be addressed to one of the following OGS Procurement Services associates and issuing office:

|  |  |
| --- | --- |
| **PRIMARY CONTACT** | **SECONDARY CONTACTS** |
| Lori L. BahanContract Management SpecialistTelephone: (518) 486-7313 Email: lori.bahan@ogs.ny.gov | Tammy AlthiserContract Management SpecialistTelephone: (518) 474-3382E-mail: tammy.althiser@ogs.ny.gov | Todd GardnerContract Management Specialist 3Telephone: (518) 474-3540 Email: todd.gardner@ogs.ny.gov |

A Bidder must use Attachment 3 ‘*Inquiries Template*’ to submit questions, comments, Solicitation deviations and/or extraneous terms, and must cite the specific Solicitation document and section number related to the inquiry. Prospective Bidders should note that all clarifications and proposed deviations including those relating to the terms and conditions of the resulting contract(s) are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a question and answer document, which will be posted to the OGS website.

Any Contractor in doubt as to the true meaning of any part of the specification or the proposed documents shall submit to the Office of General Services, Procurement Services, 38th Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, a written request for an interpretation thereof as part of the questions and answer process. If a material change is involved on which all Bidders shall be informed, such will be made available via the New York State Contract Reporter site, to all Bidders, by the date for the close of inquiries stated in Section 2.1 *Key Events/Dates*. Any clarification of the proposed documents will be made to the relevant document.

Any verbal information obtained from or statements made by representatives of the OGS Procurement Services will not be construed as in any way amending contract documents. Only such documents as are issued in writing to all potential Bidders shall become a part of the resulting Contract(s).

## 2.5 Liability and Validity

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract. Proposals must be received by the Office of General Services, Procurement Services, as defined herein, on or before the proposal due date and time identified in Section 2.1 ‘*Key Events/Dates’*. Bidder assumes all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of bids to OGS prior to the date of the bid opening. E-mail or faxed bid submissions are not acceptable and shall not be considered. The received time of proposals submitted in response to this Solicitation will be determined by OGS by the clock at the location specified in Section 5.6 *Proposal Delivery Instructions*.

Any Bid received at the specified location after the time specified will be considered a late Bid. The status of late Bids with regards to consideration for award will be determined in accordance with Section 5.

## 2.6 Electronic Bid Opening Results

OGS Procurement Services posts bid information on the OGS Procurement Services web page. The web page makes available the list of Bidders that responded to the Solicitation. Such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at <http://nyspro.ogs.ny.gov/nyspro-bid-openings>.

## 2.7 Definitions

**“API”** The acronym, “API” shall be used as a designation for American Petroleum Institute.

**“API Certification Mark”** "Starburst", designed to identify engine oil that meets the latest requirements of ILSAC, currently GF-5 (October 2010). The symbol must be displayed on the front of an oil container.

**“API Service Symbol”** Donut" that provides oil performance level (API service category or categories), SAE viscosity grade and energy-conserving properties. The symbol must be displayed on the front of an oil container.

**“ASTM”** The acronym, “ASTM” shall be used as a designation for American For Society Testing and Materials.

**“Bidder”** shall refer to any business entity who submits a response to this Solicitation. At the time that the Bidder executes a contract with the State for their services a Bidder shall become a “Contractor.” See also “Contractor”.

**“Business Hours”** shall mean Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. EST, except New York State Holidays unless otherwise specified by the Authorized User.

**“CJ-4”** - API Performance level category designed to meet 2010 model year high-speed, four-stroke cycle, diesel engines, using diesel fuel with sulfur content up to 0.05%, by weight. CJ-4 oils can be used in place of current CI-4 and CH-4 oils, and obsolete CG-4, CF-4, CE, CD and CC oils. (CB and CA oils were used for 1940 - 1960 engines.) The first letter "C" (commercial) represents compression ignition internal combustion engines (diesel engines) oils.

**“Centralized Contract”** shall mean a contract awarded as a result of this Solicitation.

**“DEXOS Compliant”** - motor oil licensed under General Motor’s dexos Licensing Program to meet General Motor’s dexos1 or dexos2 specifications for gasoline and diesel engines, respectively. Products licensed under this program carry a dexos icon on the front label and a dexos license number on the back label.

“**Full Synthetic Motor Oil”** is a lubricant consisting of chemical compounds that are artificially made (synthesized). Synthetic lubricants can be manufactured using chemically modified petroleum components rather than whole crude oil, but can also be synthesized from other raw materials.

**“ILSAC”**: The acronym, “ILSAC” shall be used as a designation for International Lubricant Standardization and Approval Committee.

**“May”** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “Should”.

**“Must”** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Shall” and “Mandatory”

**“MWBE”** shall refer to a business certified by New York State Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

**“NYS Vendor ID”** shall refer to the ten-character identifier issued by New York State when a vendor is registered in the Vendor File.

**“Procurement Services”** shall refer to the division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by Authorized Users.

**“Responsive Bidder”** shall mean a Bidder meeting the specifications and requirements of this Solicitation, as determined by the OGS Commissioner.

**“SAE”** The acronym, “SAE” shall be used as a designation for Society of Automotive Engineers, Inc.

**“SN”** API service category (performance level) introduced in October 2010 for all automotive gasoline/propane/CNG engines presently in use, which can be used in place of current SM, SL and SJ, and obsolete SH, SG, SF, SE, SD, SC, SB and SA. The first letter, "S" (service), represents spark ignition internal combustion engines (gasoline, propane and CNG).

**“Shall”** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Must”.

**“Should”** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “May”.

**“State Agency Authorized User”** denotes an Authorized User who is a State Agency, as defined in Executive Law §310(11).

# SECTION 3 PROPOSAL REQUIREMENTS

## 3.1 Qualification of Bidder

Bidder must be an established refiner, authorized distributor or blender of motor oil from a major refiner’s base stock and must satisfactorily prove to the Office of General Services, upon request, that contractor has adequate facilities to perform all requirements in the event of award. In the event a bid is submitted by other than the refiner, a certificate executed by the refiner may be required stating that the bidder is an authorized dealer of the refiner and that the material offered is completely in compliance with the conditions specified herein.

## 3.2 Proposal Requirements

This section sets forth the proposal requirements. After the bid opening, each proposal will be screened for completeness and conformance with the stated requirements for bid submission as set forth herein (see Section 5.3 *Proposal Format*) Any bid not meeting these requirements may be deemed nonresponsive and denied further consideration for award.

A complete Proposal will consist of the following items, as further detailed in Section 5.3 *Proposal Format.* Please note that for the electronic portion of the submittals, any documents that require a signature must be signed, scanned and then submitted as an electronic file.

1. Bidder must complete, sign and submit Page 1 of the Solicitation
2. Bidder must complete, sign, have notarized and submit Page 2 of the Solicitation
3. Bidder must complete, sign and submit a Completed Equal Employment Opportunity Staffing Plan (Form EEO 100);
4. Bidder must complete and submit Attachment 02 – General Questions;
5. A Bidder must complete Attachment 01 – ‘Price Pages’ to indicate the zones and lots and pricing information being bid. The attachment shall be completed in accordance with the following:
	* A Bidder may provide a bid for any or all zones;
	* A Bidder must provide a bid for both items A&B within a lot and zone(s);
	* Within a lot and zone the Bidder is required to provide numerical pricing
	* The Bidder must return the price pages in excel format. **Failure to submit price pages in excel may result in rejection of Bid.**
6. Bidder must complete, sign and submit Attachment 04 – New York State Required Certifications;
7. Bidder must submit either a commitment to obtain all necessary proof of insurance as outlined in Attachment 05 – ‘*Contractor’s Insurance Requirements’* or must submit proof of compliance. If a commitment to obtain the insurance is provided, this commitment shall be in the form of a signed letter, on company letterhead stating that the requirements will be met within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this Solicitation.
8. Bidder must complete and submit Attachment 06 – Encouraging Use of NYS Businesses (PDF);
9. Bidder shall complete and submit Attachment 07 – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance*.*
10. If Bidder wishes to receive a pricing preference for a recycled product in accordance with Section 6.3 – *Preference for Recycled Products*, Bidder must complete and submit Attachment 09 Manufacturer’s Affidavit of Recycled Content.
11. If Bidder is providing a bid for Lot IV, Hydraulic Oil, bidder must submit a certified test report showing that the product meets the requirements of Section 7.7.
12. Bidder must complete, sign, have notarized and submit Form ST-220-CA, Contractor Certification; (signed and scanned) (PDF);
13. Bidder shall complete and submit a Vendor Responsibility Questionnaire For-Profit Business Entity or submit proof of on-line submission (See Section 8.14 *New York State Vendor Responsibility Questionnaire For-Profit Business Entity*);
	* Please note that if the Bidder does not currently have a Vendor Identification Number (VIN), then a substitute W9 form must be submitted along with a paper copy of the questionnaire with the VIN number left blank.

## 3.3 Proposal Deviations

As set forth in Section 2.4, ‘*Inquiries and Proposed Solicitation Deviations/Issuing Office’*, OGS has established a specific process for the submission of extraneous terms and Bid deviations. Any extraneous terms submitted with the Bid shall not be considered part of the Bid or resulting OGS Centralized Contract, and shall be disregarded.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

# SECTION 4 PROCUREMENT/ADMINISTRATIVE BACKGROUND

## 4.1 New York State Procurement Rights

New York State reserves the right to:

1. Reject any or all Proposals or separable portions of Proposals received in response to the Solicitation;
2. Withdraw the Solicitation at any time, at the sole discretion of OGS;
3. Make an award under the Solicitation in whole or in part;
4. Disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation;
5. Seek clarifications and revisions of Proposals;
6. Prior to the bid opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to the bid opening, direct Bidders to submit Proposal modifications addressing subsequent Solicitation amendments;
8. Change any of the schedule dates with notification through the NYS Contract Reporter;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
10. Waive any requirements that are not material;
11. Reject illegible, incomplete or vague Proposals;
12. Utilize any and all ideas submitted in the Proposals received;
13. Adopt all or any part of a Bidder's Proposal in selecting the optimum configuration;
14. Negotiate with the Bidder(s) responding to this Solicitation within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders’ Proposals;
15. Request any information deemed necessary for proper evaluation of Proposals from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Proposal;
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder’s Proposal and/or to determine a Bidder’s compliance with the requirements of the Solicitation;
17. Select and award the Contract to other than the selected Bidder in the event that the State is unsuccessful in negotiating a Contract with the selected Contractor within 30 days of Contract award or, optionally, in other specified circumstances as detailed in the Solicitation requirements;
18. Use Proposal information obtained through the State’s investigation of a Bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OGS Procurement Services’ request for clarifying information in the course of evaluation and/or selection under the Solicitation;
19. Request current Bidder financial statement(s) that demonstrate Bidder's ability to service a Contract with dollar sales volume similar to the scope of this Solicitation;
20. Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
21. Reject any Proposal or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include but are not limited to: any changes to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;
22. Reject an unbalanced Proposal, or a Proposal containing incomplete, unreasonable or unrealistic pricing, as determined by the State;
23. Offer a Bidder the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing;
24. Accept or reject a conditional or revocable Proposal which clearly communicates the terms or limitations of acceptance;
25. Consider and utilize the proper alternative or corrected reference/parameter/component/product/etc. in instances where an incorrect reference/parameter/component/product/etc. is stated by the State or by the Bidder.

# SECTION 5 FORMAT OF PROPOSAL SUBMITTAL

## 5.1 Responsiveness

To be considered responsive, a Bidder must submit a complete proposal that satisfies and addresses all requirements stated in this Solicitation. Except as otherwise provided in this Solicitation, a proposal that fails to conform to all requirements may be considered non-responsive and may be rejected.

## 5.2 Incorporation

Portions of the successful Bidder’s proposal and Solicitation shall be incorporated into a final Contract, with a separate document executed by the Contractor and OGS. Therefore, the proposal must be signed by a partner, corporate officer, or other person authorized to commit its company to all provisions of the Solicitation and its proposal as submitted. Once the Contract(s) resulting from this Solicitation is executed and approved, it will be posted on the OGS website**.**

## 5.3 Proposal Format

A complete proposal consists of the following:

1. One CD, CD-ROM, DVD or flash drive containing each of the following items:

• The documentation required in Section 3.2 –*Proposal Requirements*

2. One loose leaf binder containing originals of each of the following items:

• The documentation required in Section 3.2 –*Proposal Requirements*

All CDs, CD-ROMs, DVDs or Flash Drives shall be labeled with the Name of the Bidder, Bid 23012.

## 5.4 Submission of Electronic Media

As stated in §5.3, *Proposal Format*, a Bidder shall submit one (1) copies of the electronic version of each of the Bid, in accordance with the requirements set forth in §3.2, *Proposal Requirements*, of this Solicitation. Electronic media shall be either a CD, CD-ROM, DVD or flash drive. If flash drives are used, they may have identification information attached as opposed to being ‘labeled’.

## 5.5 Packaging of Solicitation Response

A complete proposal consists of a total of one (1) electronic copy and one (1) hard copy/binder of each of the Bid. If using a commercial delivery company that requires that their shipping package or envelope is used, your proposal must be placed within the second sealed envelope labeled as detailed below. This will ensure that Bidder’s proposal is not prematurely opened.

Bidder’s proposals must be submitted in sealed packages and received on or before 11:00 AM ET on the Bid Opening date referenced in §2.1 –*Key Event Dates*.

Electronic submissions submitted should be labeled with:

Name of Bidder

Bid # 23012

Loose-leaf binders are preferred for hard copies of the submissions. The official name of the Bidder’s organization(s) as well as the name and number of the Bid should appear on the outside front cover of each copy of the Bidder's proposal. This information should also appear on the spine of the binders.

BIDDERS SHOULD TAKE SPECIAL NOTE OF THE FOLLOWING:

1. E-Mail or Facsimile Bid Submissions Are NOT Acceptable

2. The complete Bid package must be received by this office by the date and time of the Bid opening.

## 5.6  Proposal Delivery Instructions

Complete Proposals in response to this Solicitation are to be packaged, sealed and submitted to the Office of General Services, Procurement Services. Proposals must be addressed to:

Solicitation #23012

05700 - Motor and Hydraulic Oil

NYS Office of General Services

Procurement Services

Corning Tower, 38th Floor

Reception Desk

Empire State Plaza

Albany, NY 12242

## 5.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk.

A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the OGS Procurement Services receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the OGS Procurement Services Receptionist. The Receptionist will register the visitor at that time but delays may occur. A Bidder who intends to deliver Bids or conduct OGS Procurement Services business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

# SECTION 6 METHOD OF AWARD/EVALUATION PROCESS

##

## 6.1 State Evaluation Philosophy

Pursuant to Article XI of the New York State Finance Law, New York State evaluates Bids for goods and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. All proposals will be evaluated uniformly and consistently, ensuring that each Bidder has an equal opportunity to be considered. The evaluation process will be conducted as described in this section.

## 6.2 Method of Award for Centralized Contract

Award shall be made by item in each Lot and Zone to the lowest responsive and responsible bidder, based on either the lowest price for items with no sub-items or the average per gallon price for items that contain sub-items i.e., separate award for the average of Item 1A + 1B, separate award for the average of Item 2A +2B, and separate award for the average of Item 3A + 3B, etc. Bidder must offer pricing on both 55 gallon drums and on quart size containers for Items 1A + 1B, 2A + 2B, and 3A + 3B in order to be considered for award.

Failure to bid on either size will be sufficient basis for rejection of the bid for that item. The State also reserves the right not to make an award on quart containers.

Bids offering recycled products meeting Section 6.3 *Preference for Recycled Products* and Section 6.4 *Recycled Certification* will be considered and will be given a pricing preference in accordance with Section 6.3 *Preference for* *Recycled Products*.

## 6.3 Preference For Recycled Products

In accordance with section 165(3) of the State Finance Law, preference will be given for recycled products which comply with the recycled content and recycled certification requirements contained in this bid solicitation and/or the product has been authorized by the New York State Department of Environmental Conservation to use a recycled emblem. Proposed product must also meet all other specifications contained in this solicitation.

If a proposed recycled product complies with the above and is priced not more than 10% above a low bid on products manufactured from virgin materials meeting specifications, the award will be made on the recycled product. An additional preference, not exceeding a total preference of 15%, will be allowed if at least fifty percent of the recycled content materials utilized in the manufacture of the product is generated from the waste stream in New York State.

## 6.4 Recycled Certification

**Lots I-IV**

To qualify for recycled preference, an Attachment 09 – *Manufacturer’s Affidavit of Recycled Content* must be on file with the Office of General Services, or the product must have been authorized by the New York State Department of Environmental Conservation for use of the recycled emblem. If the product has not been authorized as recycled by the Department of Environmental Conservation or if an affidavit has not been filed with the Office of General Services, bidders must furnish completed affidavits no later than six (6) calendar days following the bid opening. All information requested on the affidavit must be furnished. Failure to supply a completed affidavit as required will result in disqualification for recycled preference.

The contractor must obtain a statement from the Manufacturer certifying the actual percentages of recycled material (the same or larger percentages than originally certified to) in the product furnished for the contract. When requested, this information must be submitted to the Office of General Services, Procurement Services.

## 6.5 Recycled Content

**Lots I-IV**

In order for proposed material to qualify for recycled product consideration, the minimum percentage by weight of post-consumer material content is 50 percent.

## 6.6 Notification of Award

Successful Bidders shall be advised by OGS in accordance with §22 of Appendix B. Tentative award of the Contract shall consist of written notice to that effect by OGS to successful Bidders, who shall thereupon be obligated to execute a formal Contract.

## 6.7 Bidder Responsibility on Accuracy

A Bidder is responsible for the accuracy of its Proposal. A Bidder is directed to take extreme care in developing their Proposal. A Bidder is cautioned to carefully review their Proposal prior to submittal, as requests for withdrawals of any type are not likely to be granted.

#

# SECTION 7 SPECIFICATIONS

## Lots I-III

## 7.1 Item #1A, 1B and 4 - Oil, Lubricating (Gasoline Engines Only), High Detergent, Common Viscosity Grades

The following viscosity grades of oil shall be available:

These oils (5W-30, 10W-30) shall meet the requirements of the major engine/vehicle manufacturers and they shall be classified by SAE and API as service category **“SN”**.

Additionally for all 96 model year (and subsequent model years) replacement oil products: i.e., 5W-30 & 10W-30 shall have the “ILSAC Certification Mark” [referred to in the trade as the “Starburst”] on its container (when so packaged) and shall be similarly identified (API CERTIFIED FOR GASOLINE ENGINES) on its delivery & invoice documentation. These oils shall meet the engine protection sequence test requirements of ILSAC GF-5. They may also display the “ENERGY CONSERVING” designation in the bottom portion of their “API Service Symbol”.

Tested Viscosity Grade/s:

The following SAE grades of oil shall have been tested and approved for all the requirements stated previously: SAE 5W-30, SAE 10W-30.

## 7.2 Item #2A + 2B and 5 - Oil, Lubricating (Gasoline Engines Only), High Detergent, 5W-20 Grade

Viscosity grade 5W-20 oil shall meet the requirements of the major engine/vehicle manufacturers and shall be classified by SAE and API as service category **"SN"**.

Additionally the product shall have the “ILSAC Certification Mark” [referred to in the trade as the “Starburst”] on its container (when so packaged) and shall be similarly identified (API CERTIFIED FOR GASOLINE ENGINES) on its delivery & invoice documentation. The oil shall meet the engine protection sequence test requirements of ILSAC GF-5. Product shall display the “ENERGY CONSERVING” designation in the bottom portion of the “API Service Symbol”.

The oil shall have been tested and approved for all the requirements stated previously.

## 7.3 Item #3A, 3B, and 6 - Oil, Lubricating (Gasoline/Diesel Engine), High Detergent

 (For heavy duty gasoline and light, medium and heavy duty diesel engines)

These oils (5W-40, 15W-40) shall meet the requirements of the major heavy duty gasoline and light, medium and heavy duty diesel engine/vehicle/equipment manufacturers. The minimum qualifying category for bid opening evaluation purposes shall be service category **“CJ-4/SN”**. Offered products shall additionally be listed on the Mack Truck approved EO-O Premium Plus Listing.

NOTE: The purpose of this Bid is to make a contract available for high quality lubricating oil in classifications and grades that are widely utilized. No recommendation is made herein as to the appropriateness of use of the products offered in any particular vehicle or engine. Customers are advised to check the manufacturer's motor oil recommendations for their vehicles for this information.

## 7.4 Returnable Drums

All 55 gallon drums shall remain the property of the contractor. The user shall not retain any empty drums under any circumstance or condition. All drums, including their respective caps, plugs, or bungs shall be returned to the contractor at the contractor’s expense, as soon as possible, via most reasonable transport method.

## 7.5 Lot II: Full Synthetic Motor Oil Items 1-6 and Items 7A & 7B

All oil shall be a 100% fully synthetic motor oil. No blends will be accepted for this lot.

## 7.6 Lot III: DEXOS Compliant Motor Oil Items 1-6 and Items 7A & 7B

All oil for this lot shall be DEXOS compliant.

## 7.7 Lot IV: Oil (Hydraulic), High-Performance All-Temperature, Grade 32

The unit shall be a high-performance all-temperature hydraulic oil for use primarily in DOT highway maintenance equipment. This equipment shall include but not be limited to snow plowing & material spreader systems, hoisting systems, front-end loaders, aerial devices, excavators, and various other construction devices. The equipment using the oil shall be operable during all weather conditions/extremes. The oil shall have superior anti-wear, anti-foam, thermo stability, and water/hydrolytic stability characteristics.

The hydraulic oil shall meet the following requirements: (ASTM references shall read as “or latest revision thereof”). All bidders must submit a certified test report from an ISO/IEC 17025 A2LA accredited laboratory that shows that the hydraulic oil offered meets the testing requirements of this section.

 PRIMARY

 PERFORMANCE PROPERTIES TEST METHOD/S REQUIREMENT

 ISO GRADE (VISCOSITY): ASTM D2422-97 (2007) (ISO 3448:1992) 32

 GRAVITY, API: ASTM D287-92 (2006) 29.0 (minimum)

 37.0 (maximum)

 VISCOSITY INDEX: ASTM D2270-10 (ISO 2909:2002) 150 (minimum)

 FLASH POINT, COC, °C (°F): ASTM D92-05A (2010) (IP 36) 190°C (374°F), minimum

 FIRE POINT, COC, °C (°F): ASTM D92-05A (2010) (IP 36) 205°C (400°F), minimum

 POUR POINT, °C (°F): ASTM D97-08 (IP 15) -37°C (-35°F), maximum

 OXIDATION, 2000 Hrs. Min.: ASTM D943-04a (2010) e1 Pass

 RUST PREVENTORS: ASTM D665-06 (IP 135) Pass

 HYDROLYTIC STABILITY: ASTM D2619-09, then (DENISON HF-0) Pass

 run on tested fluid from D-2619

 ZINC (% by wgt.): X-ray or other suitable 0.04 (approx.) or

 method none for silver

 compatible oils.

 ANTI-FOAM: ASTM D892-06 e1 (IP 146) Pass - 0 end

 ANTI-WEAR: Denison HF-0/Vickers Pass

 M-2950-S

 PUMP TEST (HYDRAULIC): Denison/Vickers Pass - 25mg. combined

 THERMO STABILITY: Cincinnati-Machine Pass - P68

## 7.8 Color

The oil provided for this item shall be colored blue using an oil soluble dyestuff which is completely miscible. The dyestuff shall be added at the factory or distributor/contractor level and shall be reasonably consistent in shade throughout the product. The degree of this blue shading shall readily distinguish this hydraulic oil from other oils present in the event of (a) leak/s.

The State reserves the right to consider other testing methods which are considered comparable to a desired performance property required elsewhere herein. The State’s decision on same shall be final relative to this solicitation.

**NOTE: Hydraulic oil provided shall contain no particles larger than that which will pass through a 10 micron filter.**

## 7.9 Returnable Drums

All 55 gallon drums shall remain the property of the contractor. The user shall not retain any empty drums under any circumstance or condition. All drums, including their respective caps, plugs, or bungs shall be returned to the contractor at the contractor’s expense, as soon as possible, via most reasonable transport method.

# SECTION 8 TERMS AND CONDITIONS

## 8.1 Contract Period and Renewals

A Centralized Contract shall commence effective upon mailing or electronic communication of approval by the OGS Procurement Services and shall be in effect for five (5) years from the date that OGS approves the award as evidenced by its dated signature, and the awarded bid pricing will be in effect for three (3) months from the start date of the earliest contract award.

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

Prices or discounts quoted are to be firm for the first three (3) months of the contract. Price adjustments will be allowed as outlined in the price adjustment clause. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period of one (1) year or until a new contract is awarded, whichever occurs first.

## 8.2 Short Term Extension

In the event a 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 three (3) months upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. Any extension terminates upon Award of a replacement contract.

## 8.3 APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein

## 8.4 APPENDIX B

Appendix B, Office of General Services General Specifications, dated April 2016, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A.

## 8.5 Conflict of Terms and Conditions

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

 a. Appendix A (Standard Clauses For NYS Contracts)

 b. This Invitation For Bids

 c. Appendix B (General Specifications)

 d. Bidder’s Bid

## 8.6 Mercury-Added Consumer Products

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

## 8.7 Insurance Requirements

The Contractor shall procure at its sole cost and expense and shall maintain in force at all times during the terms of the resultant contract(s) resulting from this Solicitation all policies of insurance pursuant to the requirements outlined in Attachment 05, *Insurance Requirements*.

## 8.8 State Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit Vendor Identification Number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the Vendor File, list the ten–digit Vendor ID number on the first page of this Proposal document. Authorized resellers already registered should list the ten-digit Vendor ID number along with the authorized reseller information.

**If the Bidder is not currently registered in the Vendor File,** it must request assignment of a Vendor ID from OGS Procurement Services. Complete the OSC Substitute W-9 Form and submit it with your Proposal to OGS Procurement Services (<http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf>). In addition, if authorized resellers are to be used that do not have Vendor ID’s, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to OGS Procurement Services. **OGS Procurement Services will initiate the vendor registration process** for all Bidders recommended for Contract award and their authorized resellers. Once the process is initiated, registrants will receive an email identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: <http://www.osc.state.ny.us/vendor_management/>.

## 8.9 Freedom of Information Law

During the evaluation process, the content of each bid/proposal will be held in confidence and details of anybid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing on company letterhead, be signed, must describe the information for which the exemption is sought, must state the reasons why the exemption is being sought and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## 8.10 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of Section III.10 Price shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717.

## 8.11 Contract Billings And Payments

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

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

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

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

## 8.12 Performance/Bid Bonds

There are no BONDS for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term for resulting Contracts.

## 8.13 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. An Bidder is restricted from making contacts from the earliest posting, on a government entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

## 8.14 New York State Vendor Responsibility Questionnaire For-Profit Business Entity

I. OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us./vendrep/vendor\_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms\_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

 The Bidder agrees that if it is awarded a Contract the following shall apply:

II. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that the Contractor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

## 8.15 New York State Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit Vendor Identification Number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the Vendor File, list the ten–digit Vendor ID number on the first page of this Proposal document. Authorized resellers already registered should list the ten-digit Vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File, it must request assignment of a Vendor ID from OGS Procurement Services. Complete the OSC Substitute W-9 Form and submit it with your Proposal to OGS Procurement Services (http://www.osc.state.ny.us/vendors/forms/ac3237\_fe.pdf). In addition, if authorized resellers are to be used that do not have Vendor ID’s, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to OGS Procurement Services. OGS Procurement Services will initiate the vendor registration process for all Bidders recommended for Contract award and their authorized resellers. Once the process is initiated, registrants will receive an email identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor\_management/.

## 8.16 New York State Tax Law §5-a

Tax Law §5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors’ sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current\_forms/st/st220td\_fill\_in.pdf Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current\_forms/st/st220ca\_fill\_in.pdf

Vendors may call DTF at 518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>.

## 8.17 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

Policy Statement

The New York State Office of General Services (“OGS”), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

General Provisions

OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.

The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract and/or such other actions or enforcement proceedings as allowed by the Contract.

Equal Employment Opportunity (EEO)

Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.

By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy.

Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)

The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO\_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

Separate forms shall be completed by Contractor and any subcontractor.

In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor’s total workforce during the subject time frame, not limited to work specifically performed under the Contract.

Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

Contract Goals

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor.  Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528 Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

(1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

(2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

(3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

(4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

(5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

(6) Other information deemed relevant to the request.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

## 8.18 Price Adjustments

Prices will be adjusted every three months of the contract in accordance with the provisions of this clause. There will be no price adjustments during the first three months of the contract.

The prices shall be adjusted on the basis of the Not Seasonally Adjusted ”Producer Price Index (PPI)”, Series ID: PCU324191324191, Petroleum Lubricating Oil and Grease Mfg., published monthly by the U.S. Department of Labor, Bureau of Statistics. For all oils listed in this contract, a price change (either upward or downward) will be established by the State every three months following the effective date of the contract.

The adjustment shall be established as follows: price adjustments shall be effected beginning with the first month following the first three months of the contract, and every three months of the contract thereafter. A base index shall be established for the first three months of the contract by averaging the period of three months ending three months prior to the beginning month of the contract. An adjusted index shall be established by averaging the three months ending three months prior to the beginning month of the first price adjustment period. NOTE: This index will then become the base index for the next price adjustment period. Each succeeding three months will follow this format. The average adjusted index is then compared with the base index, and the resulting percentage of increase or decrease shall be applied to the contract prices.

For example, assume the latest available PPI on the date of the bid opening is for September 2016 and is 393.9 and on February 1, 2017, the date of the first price adjustment, the latest available “PPI” is for January 2017 and is 423.9. The price adjustment for the three month period is 7.6%:

 January 2017 423.9

 September 2016 393.9

 Difference 30.0

 Percent increase: (30/393.9) = 7.6%

Should the referenced Producer Price Index (PPI) become discontinued during the course of this contract, it will be substituted by a replacement PPI(s) appropriate for high detergent lubricating oil and adjustments will be calculated based on the same methodology as outlined above, but with data from the substituted index.

The Office of General Services will notify all interested parties of effected price adjustments by way of a revised contract award notification.

## 8.19 Appendix C, Centralized Contract Modification Process

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State.  Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure. The form contained within Appendix C is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §26.

## 8.20 Overlapping Contract Items

Products/services available in the resulting contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

## 8.21 Extension of Use

Any contract resulting from this bid solicitation 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 resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

## 8.22 Minimum Order

**Lots I-III:**

Minimum order in 55 gallon drums shall be two drums. Minimum order in quarts shall be 12 cases of 12 quarts each. Minimum order in bulk delivery shall be 150 gallons. Contractor may elect to honor orders for less than the minimum order at no additional cost.

**Lot IV:**

Minimum order shall be one (1) drum.

## 8.23 Returnable Drums

**Lots I–IV:** All 55 gallon drums shall remain the property of the contractor. The user shall not retain any empty drums under any circumstance or condition. All drums, including their respective caps, plugs, or bungs shall be returned to the contractor at the contractor’s expense, as soon as possible, via most reasonable transport method.

## 8.24 Price

**Lots I -IV:** Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the “Extension of Use” clause. Bids on 55 gallon drums must be on returnable drums only. Non-returnable 55 gallon drums will not be considered for award. No drum deposit charges will be allowed.

## 8.25 “OGS or Less" Guidelines

Purchases of the Products included in the Phased Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are:

1. lower in price

 -and/or-

1. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

## 8.26 Service

Contractor must be prepared at all times to finish engineering service, when so requested, and to investigate, and report on any complaint that might arise in connection with the use of Contractor’s oils in State equipment.

## 8.27 Delivery

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Contractor must be prepared at all times to make prompt delivery, as ordered, and shall have a region wide distribution of the products offered. Prompt delivery is understood to mean not more than thirty (30) days after receipt of order.

See list of NYS DOT Regional Equipment Management Shops included herein for delivery locations and contracts for the agency.

## 8.28 Testing

Any product contracted for, as a result of this solicitation, may be subsequently re-tested, at some random time during the life of the contract, and must prove at that time to equal or exceed the original test results.

## 8.29 Information To Be Furnished With Bid

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

The bidder shall indicate in the spaces provided the manufacturer's name, the address where the proposed product or products will be produced, the catalog references or model number of the product or products offered and all other information requested.

## 8.30 Report Of Contract Purchases

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

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

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Date | Zone | Lot | Item | Item Description | Invoice Number | Purchaser | State AgencyYes/No | Quantity (gallons) | Contract Price/gallon | Extended Sale Price |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

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

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