



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Revised Contract Award Notification

| | | |
|--------------------------------|---|--|
| Title | : | Group 05700 – Motor Oil Classification Code: 15 |
| Award Number | : | <u>23012 – RA, SW</u> (Replaces Award 22300) |
| Contract Period | : | June 1, 2017 to May 31, 2022 |
| Bid Opening Date | : | September 1, 2016 |
| Date of Issue | : | June 1, 2017 (REVISED September 1, 2019) |
| Specification Reference | : | As Incorporated in The Invitation for Bids |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Jennifer Prusinowski Title : Contract Management Specialist Phone: 518-473-3421 E-mail: Jennifer.Prusinowski@ogs.ny.gov | Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov |

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

Description

This contact award is for motor crankcase oils for use in internal combustion engines of both the spark-ignition and the compression-ignition types.

PR # 23012

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|-------------------------------|--|---|--|
| <u>CANCELLED</u> SB NYS | Bi-Lo Industries 145 Brook Ave. Deer Park, NY 11729 | Phone: Fax: Email: | Federal ID # Vendor ID# |
| <u>PC67832</u> | BWE, LLC a Brenntag Company 1064 Goffs Falls Road Manchester, NH 03103 | Phone: (800) 426-7754 Email:ghwbids@brenntag.com | Federal ID # 20-0552719 Vendor ID# 1100188440 |

Contractor accepts the NYS Procurement Card for orders not exceeding \$15,000.00

| | | | |
|-----------------------|---|--|--|
| <u>PC67695</u> NYS | Circle Lubricants, Inc. 35 Drexel Dr. Bay Shore, NY 11706 | Phone: (631) 234-8900 Robert Rich Fax: (631) 234-8902 Email: rrich@circlelubricants.com | Federal ID # 11-3417157 Vendor ID# 1000024831 |
|-----------------------|---|--|--|

Contractor accepts the NYS Procurement Card for orders not exceeding \$15,000.00

| | | | |
|-----------------------|--|--|--|
| <u>PC67697</u> NYS | Superior Lubricants Co., Inc. 32 Ward Rd. N. Tonawanda, NY 14120 | Phone: (800) 638-1887 Kristine Hallander Fax: (716) 695-9087 Email: kthollander@superiorlubricants.com | Federal ID # 16-1446244 Vendor ID# 1000008206 |
|-----------------------|--|--|--|

Contractor accepts the NYS Procurement Card for orders not exceeding \$15,000.00

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

LOTS

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 I: Conventional Motor Oil
- Lot II: Fully Synthetic Motor Oil
- Lot III: DEXOS Compliant Motor Oil

ZONES

LIST OF COUNTIES IN EACH ZONE

| <u>ZONE 1</u> | <u>ZONE 2</u> |
|---------------|---------------|
| Albany | Fulton |
| Essex | Hamilton |
| Greene | Herkimer |
| Rensselaer | Madison |
| Saratoga | Montgomery |
| Schenectady | Oneida |
| Warren | |
| Washington | |

| <u>ZONE 3</u> | <u>ZONE 4</u> |
|---------------|---------------|
| Cayuga | Genesee |
| Cortland | Livingston |
| Onondaga | Monroe |
| Oswego | Ontario |
| Seneca | Orleans |
| Tompkins | Wayne |
| | Wyoming |

| <u>ZONE 5</u> | <u>ZONE 6</u> |
|---------------|---------------|
| Cattaraugus | Allegany |
| Chautauqua | Chemung |
| Erie | Schuyler |
| Niagara | Steuben |
| | Tioga |
| | Yates |

| <u>ZONE 7</u> | <u>ZONE 8</u> |
|---------------|---------------|
| Clinton | Bronx |
| Franklin | Columbia |
| Jefferson | Dutchess |
| Lewis | Orange |
| St. Lawrence | Putnam |
| | Rockland |
| | Ulster |
| | Westchester |

| <u>ZONE 9</u> | <u>ZONE 10</u> |
|---------------|----------------|
| Broome | Nassau |
| Chenango | Suffolk |
| Delaware | |
| Otsego | |
| Schoharie | |
| Sullivan | |

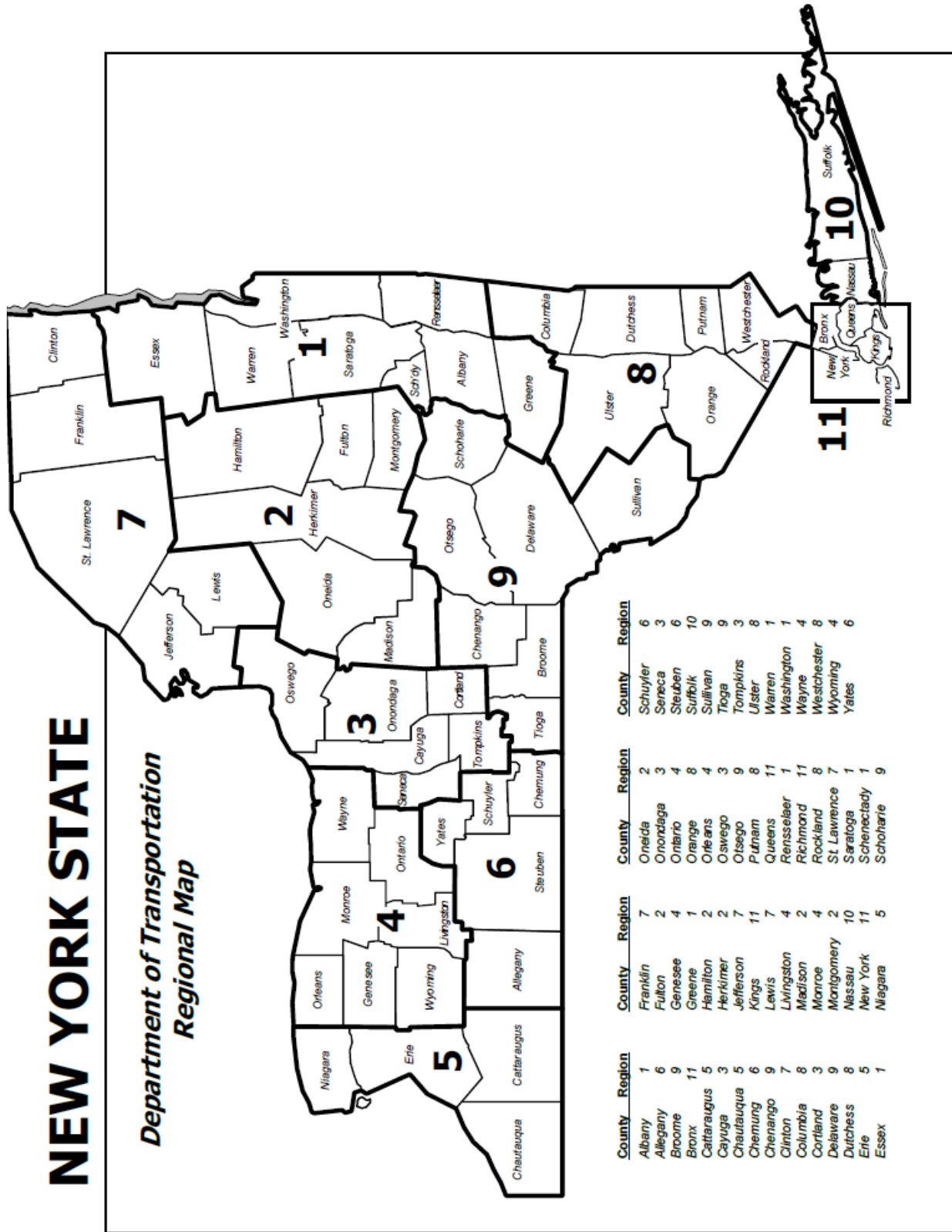
| <u>ZONE 11</u> |
|----------------|
| Kings |
| New York |
| Queens |

COUNTIES - ZONE NO.

| | | | |
|-------------|----|--------------|----|
| Albany | 1 | Schoharie | 9 |
| Allegany | 6 | Schuyler | 6 |
| Bronx | 8 | Seneca | 3 |
| Broome | 9 | Steuben | 6 |
| Cattaraugus | 5 | St. Lawrence | 7 |
| Cayuga | 3 | Suffolk | 10 |
| Chautauqua | 5 | Sullivan | 9 |
| Chemung | 6 | Tioga | 6 |
| Chenango | 9 | Tompkins | 3 |
| Clinton | 7 | Ulster | 8 |
| Columbia | 8 | Warren | 1 |
| Cortland | 3 | Washington | 1 |
| Delaware | 9 | Wayne | 4 |
| Dutchess | 8 | Westchester | 8 |
| Erie | 5 | Wyoming | 4 |
| Essex | 1 | Yates | 6 |
| Franklin | 7 | | |
| Fulton | 2 | | |
| Genesee | 4 | | |
| Greene | 1 | | |
| Hamilton | 2 | | |
| Herkimer | 2 | | |
| Jefferson | 7 | | |
| Kings | 11 | | |
| Lewis | 7 | | |
| Livingston | 4 | | |
| Madison | 2 | | |
| Monroe | 4 | | |
| Montgomery | 2 | | |
| Nassau | 10 | | |
| New York | 11 | | |
| Niagara | 5 | | |
| Oneida | 2 | | |
| Onondaga | 3 | | |
| Ontario | 4 | | |
| Orange | 8 | | |
| Orleans | 4 | | |
| Oswego | 3 | | |
| Otsego | 9 | | |
| Putnam | 8 | | |
| Queens | 11 | | |
| Rensselaer | 1 | | |
| Richmond | 11 | | |
| Rockland | 8 | | |
| Saratoga | 1 | | |
| Schenectady | 1 | | |

Richmond

1.4 Map of Zones



1.5 DOT Regional Shop Addresses, Phone Numbers, Names of Shop Supervisors

| | |
|-------------------|--|
| REGION 1 | FLEET ADMINISTRATION 21 9TH ST Waterford, NY 12188 Contact: richard.martin@dot.ny.gov (518 237 5821) |
| REGION 2 | FLEET ADMINISTRATION 10 Harbor Lock Rd W Utica, NY 13502 Contact: glen.greenwood@dot.ny.gov (315 733 2967) |
| REGION 3 | FLEET ADMINISTRATION 5450 S Bay Rd North Syracuse, NY 13212-3798 CONTACT: william.laforce@dot.ny.gov (315 458 7000) |
| REGION 4 | FLEET ADMINISTRATION 2797 Clover St Pittsford, NY 14534-1051 Contact: eric.vanooyen@dot.ny.gov (585 586 1252) |
| REGION 5 | FLEET ADMINISTRATION 4717 Southwestern Blvd Hamburg, NY 14075-1999 Contact: robert.hall@dot.ny.gov (716 649 5568) |
| REGION 6 | FLEET ADMINISTRATION 7000 County Route 70A Hornell, NY 14843-9302 Contact: gary.rice@dot.ny.gov (607 324 4230) |
| REGION 7 | FLEET ADMINISTRATION 22422 State Route 342 Watertown, NY 13601 Contact: bruce.johnson@dot.ny.gov (315 785 2360) |
| REGION 8 | FLEET ADMINISTRATION 272 Violet Ave Poughkeepsie, NY 12601-1236 Contact: kevin.chapman@dot.ny.gov (845 471 5488) |
| REGION 9 | FLEET ADMINISTRATION 241 Colesville Rd Binghamton, NY 13904 Contact: ben.gardiner@dot.ny.gov (607 775 6053) |
| REGIONS 10 &11 | FLEET ADMINISTRATION 375 Carleton Ave Central Islip, NY 11722 Contact: paul.goebeler@dot.ny.gov (631 231 6161) |

TERMS AND CONDITIONS

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.

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.

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

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.

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.

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*.

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.

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, 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

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.

New York State Vendor Responsibility Questionnaire For-Profit Business Entity

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.

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/>.

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: <https://ogs.ny.gov/mwbe/forms>

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 contract start date is June 1, 2017 and the first price adjustment occurs on September 1, 2017.

In this example, the base index will be the average of the PPI data for the three months ending three months prior to the beginning month of the contract (January, February and March of 2017) and the adjusted index will be the average of the PPI data for the three months ending three months prior to the beginning month of the price adjustment (April, May and June of 2017)

Next, assume that the PPI data for January, February and March of 2017 is 390.0, 395.0 and 400.0 and the PPI data for April, May and June of 2017 is 420.0, 425.0 and 430.0. In this example the price adjustment would be calculated as follows:

| Base Index: | | Current Index: | | Price Adjustment: | |
|--------------------|-------|-----------------------|-------|-------------------------------------|-------|
| January 2017 | 400.0 | April 2017 | 430.0 | Base Index | 395.0 |
| February 2017 | 395.0 | May 2017 | 425.0 | Current Index | 425.0 |
| March 2017 | 390.0 | June 2017 | 420.0 | Difference | 30.0 |
| Average = | 395.0 | Average = | 425.0 | Price Adjustment: (30/395.0) = 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.

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.

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.

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.

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.

Returnable Drums

Lots I-III: 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.

Price

Lots I-III: 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.

"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-
2. 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.

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.

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.

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.

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: <https://ny.newnycontracts.com/>.

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 Agency Yes/No | Quantity (gallons) | Contract Price per 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.

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to (518) 474-2437 or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242