



Revised Contract Award Notification

Title	: Group 05700 – OIL, LUBRICATING, HIGH DETERGENT (For Internal Combustion Engines), Zones 1-11 (Statewide) Classification Code: 15
Award Number	: 22300 RA (Replaces Award 21772 RA)
Contract Period	: October 1, 2011 – September 30, 2017
Bid Opening Date	: March 30, 2011
Date of Issue	: July 11, 2011 (REVISED August 26, 2016)
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 : Tammy Althiser	Procurement Services
Title : Contract Management Specialist	Customer Services
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Lubricating Oil is motor crank case oil for use in gasoline engines and light, medium and heavy duty diesel engines. All drum and quart product in Zones 1 – 11 for Items 1A & 1B, 2A & 2B, and 3A & 3B is derived from at least 55% re-refined stocks, and all bulk products in Zones 1 – 7 & 9 for Items 4 & 5 is derived from at least 55% re-refined stocks.

PR # 22300

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65512 SB	BILO INDUSTRIES INC. 145 BROOK AVENUE DEER PARK, NY 11729	631-595-1328 William Senese FAX NO.: 631-595-1301 E-mail: bilo.ind@verizon.net Web Site: www.biloind.com	112737241

**NOTE: Vendor accepts the New York State Procurement Card for orders not to exceed \$15,000.00.
Vendor offers Electronic Access Ordering (EDI).**

PC65513 SB	CIRCLE LUBRICANTS, INC. 35 DREXEL DRIVE BAYSHORE, NY 11706	631-234-8900 Ext. 208 Rob Rich FAX NO.: 631-234-8902 E-mail: rrich@circlelubricants.com Web Site: www.circlelubricants.com	113417157
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NOTE: Vendor accepts the New York State Procurement Card for orders not to exceed \$15,000.00.

PC65514	DAVID WEBER OIL CO. 601 INDUSTRIAL RD. CARLSTADT, NJ 07072	1-800-229-3237 201-438-7333 Krystle Formica FAX NO.: 201-438-3178 E-mail: bid@weberoil.com	221862982
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PC65515	SUPERIOR LUBRICANTS CO., INC. 32 WARD ROAD NO. TONAWANDA, NY 14120	800-638-1887 Ext. 382 Chris O'Brien FAX NO.: 716-695-9087 E-mail: cjobrien@superiorlubricants.com Web Site: www.superiorlubricants.com	161446244
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**NOTE: Vendor accepts the New York State Procurement Card for orders not to exceed \$15,000.00.
Vendor offers Electronic Access Ordering (EDI).**

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

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

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group 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.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

OIL, LUBRICATING (Gasoline Engines Only)
High Detergent 5W-30, 10W-30
(Service Category SN)

<u>Zone</u>	<u>Contractor</u>	<u>Item 1A</u> <u>*Price per Gallon</u> <u>in 55 Gallon</u> <u>Returnable Drums</u>	<u>Item 1B</u> <u>**Price per</u> <u>Gallon</u> <u>in Quarts</u>	<u>Delivery</u> <u>A/R/O</u>
1	Superior Lubricants	6.91	8.60	30 days
2	Superior Lubricants	6.91	8.60	30 days
3	Superior Lubricants	6.91	8.60	30 days
4	Superior Lubricants	6.91	8.60	30 days
5	Superior Lubricants	6.91	8.60	30 days
6	Superior Lubricants	6.91	8.60	30 days
7	Superior Lubricants	6.91	8.60	30 days
8	Circle Lubricants	6.78	9.85	30 days
9	Superior Lubricants	6.91	9.17	30 days
10	Circle Lubricants	6.78	9.85	30 days
11	Circle Lubricants	6.78	9.85	30 days

Brand (Zones 1 - 11): EcoPower (Drums & Quarts)
 Manufacturer (Zones 1 - 11): Safety Kleen Corp. (Drums & Quarts)

*Minimum order in 55 gallon drums: 2 drums
 **Minimum order in quarts: 12 cases of 12 quarts

OIL, LUBRICATING (Gasoline Engines Only)
High Detergent 5W-20
(Service Category SN)

<u>Zone</u>	<u>Contractor</u>	<u>Item 2A</u> <u>*Price per Gallon</u> <u>in 55 Gallon</u> <u>Returnable Drums</u>	<u>Item 2B</u> <u>**Price per Gallon</u> <u>in Quarts</u>	<u>Delivery</u> <u>A/R/O</u>
1	Superior Lubricants	6.91	8.70	30 days
2	Superior Lubricants	6.91	8.70	30 days
3	Superior Lubricants	6.91	8.70	30 days
4	Superior Lubricants	6.91	8.70	30 days
5	Superior Lubricants	6.91	8.70	30 days
6	Superior Lubricants	6.91	8.70	30 days
7	Superior Lubricants	6.91	8.70	30 days
8	Circle Lubricants	7.01	10.35	30 days
9	Superior Lubricants	7.37	9.50	30 days
10	Circle Lubricants	7.01	10.35	30 days
11	Circle Lubricants	7.01	10.35	30 days

Brand (Zones 1 - 11): EcoPower (Drums and Quarts)
 Manufacturer (Zones 1 - 11): Safety-Kleen Corp. (Drums and Quarts)

*Minimum order in 55 gallon drums: 2 drums
 **Minimum order in quarts: 12 cases of 12 quarts

**OIL, LUBRICATING (Heavy Duty Gasoline & Light,
 Medium and Heavy Duty Diesel Engines)
 High Detergent 15W-40
 (Service Category CJ4/SM)**

<u>Zone</u>	<u>Contractor</u>	Item 3A *Price per Gallon in 55 Gallon Returnable <u>Drums</u>	Item 3B **Price per Gallon in <u>Quarts</u>	<u>Delivery A/R/O</u>
1	Superior Lubricants	8.23	9.45	30 days
2	Superior Lubricants	8.23	9.45	30 days
3	Superior Lubricants	8.23	9.45	30 days
4	Superior Lubricants	8.23	9.45	30 days
5	Superior Lubricants	8.23	9.45	30 days
6	Superior Lubricants	8.23	9.45	30 days
7	Superior Lubricants	7.60	9.45	30 days
8	Circle Lubricants	8.02	11.01	30 days
9	Superior Lubricants	8.23	10.50	30 days
10	Circle Lubricants	8.02	11.01	30 days
11	Circle Lubricants	8.02	11.01	30 days

Brand (Zones 1 - 11): EcoPower (Drums and Quarts)
 Manufacturer (Zones 1 - 11): Safety-Kleen Corp. (Drums and Quarts)

*Minimum order in 55 gallon drums: 2 drums
 **Minimum order in quarts: 12 cases of 12 quarts

OIL, LUBRICATING (Gasoline Engines Only)
High Detergent In Bulk Delivery 5W-30, 10W-30
(Service Category SN)

<u>Zone</u>	<u>Contractor</u>	<u>Item 4 Price per Gallon Bulk Delivery</u>	<u>Minimum Delivery (Gallons) (Bulk)</u>	<u>Delivery A/R/O</u>
1	Superior Lubricants	6.29	150	30 days
2	Superior Lubricants	6.29	150	30 days
3	Superior Lubricants	6.29	150	30 days
4	Superior Lubricants	6.29	150	30 days
5.	Superior Lubricants	6.29	150	30 days
6	Superior Lubricants	6.29	150	30 days
7	Superior Lubricants	6.29	150	30 days
8	Circle Lubricants	6.53	150	30 days
9	Superior Lubricants	7.90	150	30 days
10	Circle Lubricants	6.53	150	30 days
11	Circle Lubricants	6.53	150	30 days

Brand (Zones 1 - 11): EcoPower
 Manufacturer (Zones 1 - 11): Safety-Kleen

Minimum order in bulk: 150 gallons

**OIL, LUBRICATING (Heavy Duty Gasoline & Light,
 Medium and Heavy Duty Diesel Engines)
 High Detergent in Bulk Delivery 15W-40
 (Service Category CJ4/SM)**

<u>Zone</u>	<u>Contractor</u>	<u>Item 5 Price per Gallon Bulk Delivery</u>	<u>Minimum Delivery (Gallons) (Bulk)</u>	<u>Delivery A/R/O</u>
1	Superior Lubricants	7.60	150	30 days
2	Superior Lubricants	7.60	150	30 days
3	Superior Lubricants	7.60	150	30 days
4	Superior Lubricants	7.60	150	30 days
5	Superior Lubricants	7.60	150	30 days
.6	Superior Lubricants	7.60	150	30 days
7	Superior Lubricants	7.60	150	30 days
8	Bilo Industries	6.69	150	10 days
9	Superior Lubricants	8.77	150	30 days
10	David Weber Oil	6.67	150	3 days
11	David Weber Oil	6.67	150	3 days

Brand (Zones 1 – 7 & 9): EcoPower
 Manufacturer (Zones 1 – 7 & 9): Safety-Kleen

Brand (Zone 8) – Lubriguard
 Manufacturer (Zone 8) – Warren Oil
 Brand (Zones 10 & 11) – Gibraltar Ultra LX
 Manufacturer (Zones 10 & 11) – David Weber Oil Co.

Minimum order in bulk: 150 gallons

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-486-1255.

PRICE:

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.

RETURNABLE DRUMS:

ALL DRUMS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE PICKED UP FROM AGENCIES WITHIN 60 DAYS OF EXPIRATION OF ANY CONTRACT. VENDORS FAILING TO MAKE TIMELY DRUM PICKUPS MAY BE EXCLUDED FROM FUTURE CONTRACTS DUE TO NON-PERFORMANCE. DISPOSAL COSTS FOR DRUMS WHICH ARE NOT PICKED UP BY CONTRACTORS AS REQUIRED WILL BE DEDUCTED FROM ANY OUTSTANDING INVOICES.

PRICE ADJUSTMENT:

The prices set forth in this contract shall be adjusted every three months beginning three months after the start of the contract in accordance with the provisions of this clause.

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: A price adjustment shall be effected beginning with the first month following the first three months of the contract (i.e. January 2012) and every three months of the contract thereafter. A **base index** shall be established based on the most recently published PPI reported at the time of the bid opening (i.e. March 2011). The base index will be compared to the most recently published “PPI” published at the time of the price adjustment (i.e. November 2011). The resulting percentage 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 January 2011 and is 393.9 and on January 1, 2012, the date of the first price adjustment, the latest available “PPI” is for November 2011 and is 423.9. The price adjustment for the three month period is 7.6%:

November 2011	423.9
January 2011	<u>393.9</u>
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.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

DELIVERY:

Delivery is 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.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

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 months of the contract period. Price escalation or discount reduction 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 additional period(s) not to exceed a total contract term of five (5) years or until a new contract is awarded whichever occurs first.

SHORT TERM EXTENSION:

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

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

SERVICE:

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

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:

Item/ SubItem Number	Product or Catalog Number	Product/ Service Description	Total Quantity Shipped to State Agencies	Total Quantity Shipped to Authorized Non-State Agencies	Total Sales \$ State Agencies	Total Sales \$ Authorized Non-State Agencies
						\$
				Grand Total Sales State and Non-State Agencies		\$

The report is to be submitted electronically in Microsoft Excel 2007 or lower format 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.

SAMPLES TO BE SUBMITTED BY BIDDER/CONTRACTOR:

The bidder/contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

GOVERNOR'S EXECUTIVE ORDER NO. 4:

In April 2008, Governor David A. Paterson signed Executive Order No. 4 (EO 4), "Establishing a State Green Procurement and Agency Sustainability Program." In accordance with the EO4 requirement to develop purchasing specifications for a selected group of commodities and services, a specification has been written to guide purchasers in the purchase of high detergent lubricating oil. The specification requires, to the maximum extent practicable, that lubricating oil meets or exceeds a minimum percentage of post consumer material content by weight of 55%. In addition, purchasers are encouraged to purchase re-refined lubricating oil that complies with the toxic chemical contaminant standards contained in EcoLogo CCD-054 or Green Seal 3. Contractors are encouraged to offer products that meet these specifications wherever possible.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. 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 section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

DETAILED SPECIFICATIONS

Address inquiries relative to the Detailed Specifications to Russell B. Patton, Jr., at phone number (518) 474-9621.

SCOPE:

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

ACRONYMS AND DEFINITIONS:

API:

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

ASTM:

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

ILSAC:

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

SAE:

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

GENERAL:

The aforementioned lubrication oils shall be derived from virgin petroleum base stock, synthetic base stock, re-refined petroleum base stock, or combinations thereof. They shall incorporate additives which are designated to bring the base stock/s into compliance with the respective product’s required classification and performance characteristics.

QUALIFIED PRODUCT:

The oil/s supplied under this contract shall be qualified to and shall bear the respective qualifying symbols and marks authorized by API, ILSAC, & SAE grade designation/s.

The contractor shall provide confirmation of product qualification via a current copy of the API SUMMARY OF BRAND NAMES authorized to display the “API ENGINE SERVICE CLASSIFICATION SYSTEM (ESCS) SYMBOL - 1996” document. It shall state the manufacturer’s current Certificate Number, Mfr’s name, respective brands, viscosities, and service categories authorized to bear the symbol and/or mark as is/are required hereinafter. The authorization document shall have been signed by the ESCS Program Manager, or other authorized representative of the program manager.

ALL PRODUCT SHALL CARRY the “API Service Symbol” [referred to in the trade as the API Donut] on its container (when so packaged) and shall be similarly identified (API SERVICE _/_) on its delivery and invoice documentation. All delivered product shall conform to the latest API/ILSAC requirement revisions.

DETAILED SPECIFICATIONS - Cont'd.

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 DOD CID-A-A-52039 (latest revision) and 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.

ITEM #2A + 2B - 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" or higher.

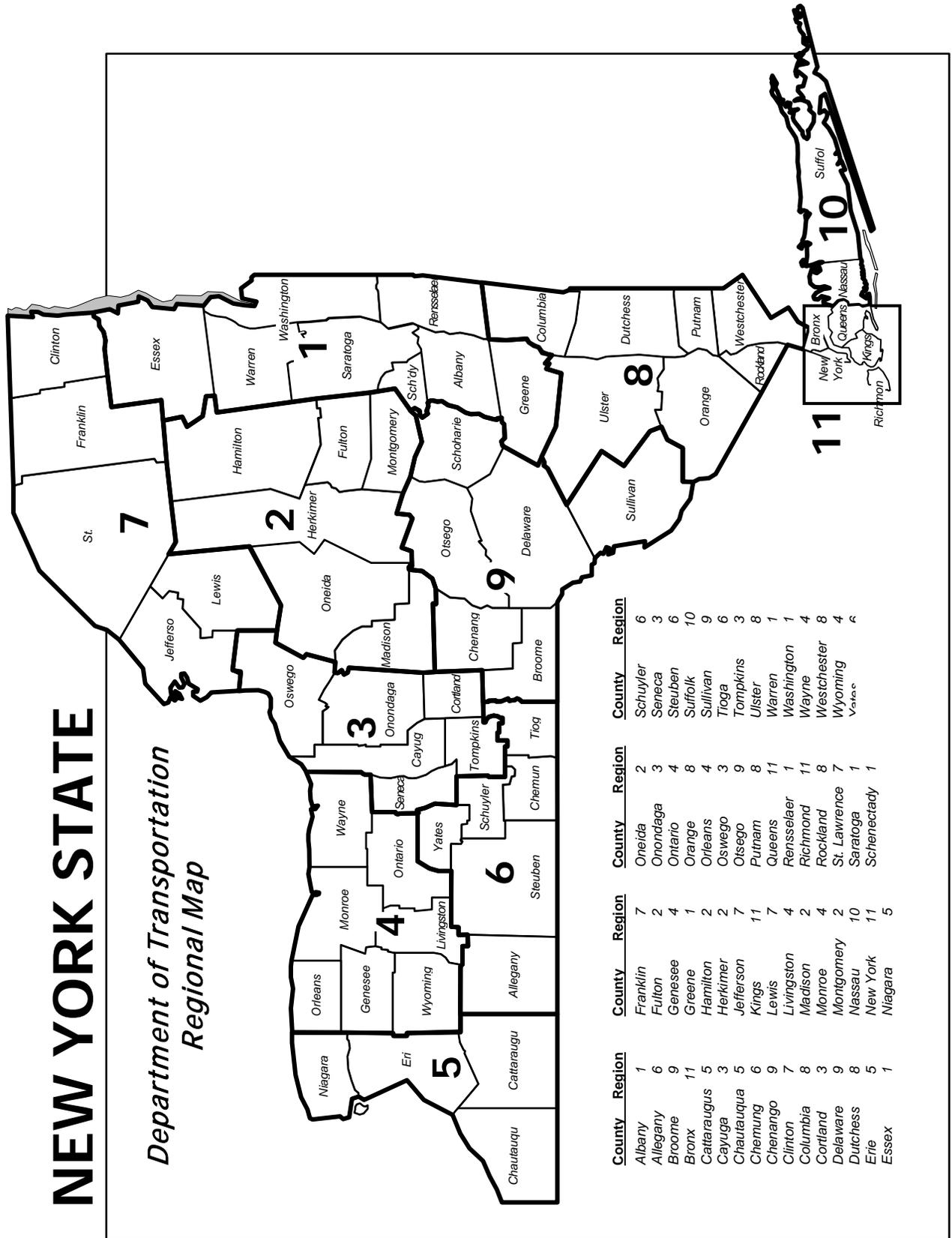
Additionally, the product shall have the “ILSAC Certification Mark” [referred to in the trade as the “Starburst”] on its container (when so packaged) and shall be similarly identified (API CERTIFIED FOR GASOLINE ENGINES) on its delivery & invoice documentation. The oil shall meet the engine protection sequence test requirements of DOD CID-A-A-52039 (latest revision) and 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.

ITEM #3A, 3B, AND 5 - OIL, LUBRICATING (GASOLINE/DIESEL ENGINE), HIGH DETERGENT:
(For heavy duty gasoline and light, medium and heavy duty diesel engines)

These oils (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/SM.” Offered products shall additionally be listed on the Mack Truck approved EO-O Premium Plus Listing.

NOTE: The purpose of this contract is to make 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.



LIST OF COUNTIES IN EACH ZONE

COUNTIES - ZONE NO.

ZONE 1

Albany
 Essex
 Greene
 Rensselaer
 Saratoga
 Schenectady
 Warren
 Washington

ZONE 2

Fulton
 Hamilton
 Herkimer
 Madison
 Montgomery
 Oneida

ZONE 3

Cayuga
 Cortland
 Onondaga
 Oswego
 Seneca
 Tompkins

ZONE 4

Genesee
 Livingston
 Monroe
 Ontario
 Orleans
 Wayne
 Wyoming

ZONE 5

Cattaraugus
 Chautauqua
 Erie
 Niagara

ZONE 6

Allegany
 Chemung
 Schuyler
 Steuben
 Tioga
 Yates

ZONE 7

Clinton
 Franklin
 Jefferson
 Lewis
 St. Lawrence

ZONE 8

Bronx
 Columbia
 Dutchess
 Orange
 Putnam
 Rockland
 Ulster
 Westchester

ZONE 9

Broome
 Chenango
 Delaware
 Otsego
 Schoharie
 Sullivan

ZONE 10

Nassau
 Suffolk

ZONE 11

Kings
 New York
 Queens
 Richmond

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		

ZONE SHOWN IN GALLONS

<u>ZONE</u>	<u>ITEM 1A</u>	<u>ITEM 1B</u>	<u>ITEM 2A</u>	<u>ITEM 2B</u>	<u>ITEM 3A</u>	<u>ITEM 3B</u>	<u>ITEM 4</u>	<u>ITEM 5</u>
	55 GAL. DRUM 5W-30, 10W-30	QUART CONTAINERS 5W-30, 10W-30	55 GAL. DRUM 5W-20	QUART CONTAINERS 5W-20	55 GAL. DRUM 15W-40	QUART CONTAINERS 15W-40	BULK 5W-30 10W-30	BULK 15W-40
1	10,780	800	550	150	13,750	185	1,150	1,270
2	2,805	165	715	60	9,020	60	2,000	855
3	3,245	210	990	300	3,245	200	700	4,250
4	3,960	800	220	580	1,595	40	1,345	3,350
5	2,640	280	770	180	2,750	50	645	5,650
6	550	150	110	160	1,905	60	250	3,200
7	3,520	125	825	160	7,975	60	250	1,870
8	5,335	1,185	1,265	630	13,530	1,725	985	2,870
9	3,960	150	110	40	6,435	40	260	1,650
10	4,840	935	825	400	12,045	470	1,225	2,840
11	1,870	150	330	50	605	150	300	250

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please Detach or Photocopy this form & Return by FAX to 518/474-2437 or Mail to:

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

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