



Solicitation

BIDS SHALL BE SENT TO THE ADDRESS LISTED IN SECTION 4.8 ONLY

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

BID OPENING:	TITLE: Group 79006 – Air Travel Services (Statewide)	
DATE: Tuesday, August 23, 2016 TIME: 11:00 AM ET	Classification Code: 78, 90	
SOLICITATION NUMBER: 23015	SPECIFICATION REFERENCE: As Incorporated Herein	
CONTRACT PERIOD: Upon Execution of Contract For A Period Of Three Years		
DESIGNATED CONTACTS:		
PRIMARY CONTACT Mark Milstein Statewide Travel Coordinator Telephone: (518) 402-5005 Email: Mark.milstein@ogs.ny.gov	SECONDARY CONTACT Kathleen Danaher Contract Management Specialist 1 Telephone: (518) 474-8484 Email: Kathleen.danaher@ogs.ny.gov	TERTIARY CONTACT Todd Gardner Contract Management Specialist 3 Telephone: (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 SOLICITATION, 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: <http://www.ogs.ny.gov/acpl/>

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>		NYS Vendor Identification Number: <i>(See "New York State Vendor File Registration" clause)</i>	
Legal Business Name of Company Bidding:			
D/B/A - Doing As (if applicable):			
Street	City	State	County
Zip Code			
If applicable, place an "x" in the appropriate box (check all that apply):			
<input type="checkbox"/> Small Business #Employees	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business	
If applicable, place an "x" in the appropriate box (check all that apply):			
<input type="checkbox"/> Manufactured Within New York State	<input type="checkbox"/> Manufactured Outside New York State		
If you are not Bidding, place an "x" in the box and return this page only.			
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE:			
Bidder's Signature:		Printed or Typed Name:	
Title:		Date:	
Phone:	Extension	Toll Free Phone:	Extension
Fax:	Extension	Toll Free Fax:	Extension
E-mail Address:		Company Website:	

RETURN THIS PAGE AS PART OF BID OR NO BID

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Attachment 1 - *Pricing*

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Attachment 7 – *Bidder Inquiries Template*

SECTION I INTRODUCTION

1.1 Overview

This Solicitation is being issued by the New York State Office of General Services – Procurement Services (OGS). The purpose is to establish centralized contracts with airline City-Pair fares to be used by Authorized Users. Contract awards will be made by City-Pair based on best value to all responsive and responsible Bidders who meet qualifications as detailed in Section 2 - *Bidder Requirements and Qualifications*. Bidders will be required to offer airline City-Pair fares, as defined in Section 4 – *Method of Award*. Procurement Instructions describing requirements for Authorized Users to purchase from the centralized Contracts is found in Section 5.2.

1.2 Scope

This document is a Request for Proposal (RFP) to enter into centralized contract(s) for air travel services. The issuing agency is the New York State Office of General Services (OGS) Procurement Services.

This service shall be available for use by all New York State employees and representatives acting in an official capacity to carry out assigned duties of the Executive, Legislative and Judicial Branches of government including New York State Public Authorities and Boards, and the State University of New York (SUNY). Non-State political subdivisions and others authorized by New York State law may participate in this contract, as detailed in Section 5.20 *Non-State Agencies Participation in Centralized Contracts*.

This RFP outlines the terms and conditions, and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidders should follow the format and instructions in the BID SUBMITTAL section (Section 3) of this RFP.

State Agencies and non-state Authorized Users must use the New York State Travel Card or Non - Employee Travel Card (NET) to purchase tickets. Personal credit cards or other means of payment are not to be used.

1.3 Estimated Quantities

The Contracts resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts. All quantities or dollar values listed within this Solicitation are estimates. The dollar value of airline sales tracked via New York State's authorized Citibank Travel Card and Non-Employee Travel Card (NET) was approximately \$13,700,000.00 during a one year period commencing April 2015 through March 2016. Estimated usage by City-Pairs is provided in Column E of Attachment 1 - *Pricing* and defined in Section 5.6 - *Bid Pricing Information*, based on tickets purchased using the authorized travel management contractor. More than 35,000 air travel segments were tracked via New York State's authorized travel management contractor during a one year period commencing April 2015 through March 2016. However, each contract shall be for the quantities or dollar values actually ordered during the contract period.

Numerous factors could cause the actual value of the Contracts resulting from this Solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- Such Contracts 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 each Contract 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 for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for air travel services 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 Contracts could vary substantially from the estimates/historical values provided in this Solicitation.

1.4 Key Events/Dates

Event	Date	Time
Solicitation Release	Tuesday, June 21, 2016	10:00 AM ET
Pre-Bid Conference Registration Due	Tuesday, July 5, 2016	5:00 PM ET

Discretionary Pre-Bid Conference	Tuesday, July 12, 2016	10:00 AM ET
Closing Date for Submitting Questions to OGS	Tuesday, July 26, 2016	5:00 PM ET
OGS Response to Vendor Inquiries	Tuesday, August 9, 2016 (estimated)	
Submission of Bid Deadline and Bid Opening	Tuesday, August 23, 2016	11:00 AM ET
Tentative Award Date	Wednesday, November 23 2016 (estimated)	

1.5 Inquiries

All inquiries concerning this Solicitation must be addressed to the following Procurement Services designated contact(s) and issuing office:

PRIMARY CONTACT	SECONDARY CONTACT	TERTIARY CONTACT
Mark Milstein	Kathleen Danaher	Todd Gardner
NYS Office of General Services	NYS Office of General Services	NYS Office of General Services
Corning Tower - 38th Floor	Corning Tower - 38th Floor	Corning Tower - 38th Floor
Empire State Plaza	Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242	Albany, New York 12242
E-Mail: Mark.milstein@ogs.ny.gov	E-Mail: Kathleen.danaher@ogs.ny.gov	E-Mail: Todd.gardner@ogs.ny.gov

All questions must be submitted in writing using Attachment 7 – *Bidder Inquiries Template*, citing the applicable Solicitation document name and document section. The *Bidder Inquiries Template* must be emailed by the date and time referenced in Section 1.4 - *Key Events/Dates*. A Bidder is strongly encouraged to submit questions at their earliest convenience.

A Bidder should note that all clarifications or proposed deviations including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a Bid. Responses to all questions of a substantive nature will be provided to all Prospective Bidders in the form of a question and answer document which will be released through the New York State Contract Reporter and posted on the Office of General Services' Website.

Bidders are advised that OGS will not entertain any deviations to Appendix A. Deviations to Appendix B are strongly discouraged. OGS will also not entertain any exceptions to the Solicitation that are of a material or substantive nature.

1.6 New York State Contract Reporter

You must register with the New York State Contract Reporter 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. Submission of responses to the solicitation that do not account for updated information may result in your bid/offer being deemed non-responsive.

Answers to all questions of a substantive nature will be provided to all registered Bidders in the form of a question and answer document which will be posted and released through the New York State Contract Reporter site.

NOTE: 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.

1.7 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 Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental 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 and in Section 2.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor 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 Vendor 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/>

1.8 Pre-Bid Conference

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 in the form of a webinar, held at the time and date indicated in Section 1.4, *Key Events/Dates*. Instructions for participation will be sent prior to the webinar to all registered Bidders. Bidders may attend in person at the Empire State Plaza, Albany, New York, or via conference call. The room location and conference call number will be provided to all registered Bidders prior to the conference. To register for the Pre-Bid Conference, Vendors must send an email entitled “**Pre-Bid Conference**” to travelcoordinator@ogs.ny.gov. The following information must be provided by the date and time listed in Section 1.4, *Key Events/Dates* for Close of Registration for Pre-Bid Conference:

- Solicitation Number 23015
- Solicitation Title: Group 79006, Solicitation Number 23015 – Air Travel Services (Statewide)
- Legal Company Name
- Name of each Attendee (up to three)
- Title(s)
- Email address of each Attendee
- Phone Number of each Attendee

Registrants will receive an invitation and logistics, including the specific location 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 prior to the Pre-Bid Conference may be addressed by OGS at the Pre-Bid Conference. All responses to inquiries made at the Pre-Bid conference are not binding; only the responses in the official response to inquiries posted on the OGS website (Online Bid Calendar page at: <http://nyspro.ogs.ny.gov/content/finding-Bid-opportunities>) shall be binding.

1.9 Glossary

The terms used in this Solicitation shall be defined in accordance with Appendix B – *Definitions*. In addition, the following definitions shall apply.

“**Agency Representative**” - The authorized representative of a contract using entity.

“**Aircraft**” - Aircraft shall mean passenger aircraft having a minimum of nineteen (19) or more passenger seats.

“**Airport Code**” - The three-letter code that identifies the specific points of origin and destination for each item.

“**Bid**” - Shall refer to a Bidder’s complete response to this Solicitation.

“**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, a Bidder shall become a “Contractor”. See also “Contractor”.

“**Capacity Controlled Fare**” – (CCF) The fare offered for a limited number of seats on all flights. The fare basis code is _CANY. The number of seats available will be determined by the contract carrier, but can be no less than 35% of the airlines’ economy class seat inventory. The fare will contain no restrictions, i.e., advance purchase requirements, change fee, cancellation fee, etc. and will be fully refundable.

“**Certificated Air Carrier**” - An air carrier holding a Certificate of Public Convenience and Necessity granted under Section 401 of the Federal Aviation Act.

“**City-Pair**” – The one-way flight in either direction between two designated cities. For cities with multiple airports, multiple City-Pairs may exist.

“**City-Pair Fare**” – The fare for a one-way flight in either direction between designated cities. For cities with multiple airports, multiple City-Pair Fares may exist.

“**Commuter Air Carrier**” - An air carrier under Section 204 or 298 of the Economic Regulations of the United States Department of Transportation carrying passengers on at least five round trips per week between two points according to its published schedules, but which does not hold a Certificate of Public Convenience and Necessity granted under Section 401 of the Federal Aviation Act.

“Connecting Service” - Service between origin and destination points with only one stop and that stop involves changing planes.

“Contractor” shall refer to a responsive and responsible Bidder who is working under an executed contract with New York State. Contractor is a general term.

“Daily Flights” - Flights which are scheduled each day, Monday through Friday.

“Direct Service” - Service between origin and destination points with only one stop and that stop does not include a change of plane.

“Domestic” - All City-Pairs within the fifty states, the District of Columbia, the United States Virgin Islands and the Commonwealth of Puerto Rico.

“Eligible Travelers” - This service shall be available for use by all New York State employees or representatives acting in official capacity to carry out assigned duties of the Executive, Legislative and Judicial Branches of government including New York State Public Authorities and Boards, and the State University of New York (SUNY). Also, any State or non-State Agencies or Authorized Users currently using the contracted Citibank VISA card are eligible to use this contract

“Electronic Ticket” - Generation of ticket without the production of flight coupon. A message is sent to the carrier requesting an electronic ticket. Upon acceptance an electronic ticket file is created in the carrier's database that includes the passenger's name, ticket number, frequent flier number, form of payment and itinerary. On the date of travel, passenger presents positive identification such as a picture I.D. (driver's license or passport) and is issued a boarding pass.

“FAA” - Federal Aviation Agency.

“Federal Aviation Act” - The Federal Aviation Act of 1958 and any applicable statutory changes incorporated.

“Global Distribution System (GDS)” – Any of several proprietary computer systems allowing real-time access to airline fares, schedules and seating availability, and offering the capability of booking and generating tickets.

“Intrastate Flights” - Scheduled flights where both the departure city and the destination city is in the State of New York.

“International” – City-Pair routes in this solicitation where at least one of the origin or destination cities is not domestic.

“NYS Vendor ID” - Shall refer to the ten-character identifier issued by New York State when the vendor is registered on the Vendor File.

“Normal Coach Fare” - The unrestricted economy class fare on an airline offered to the public.

“Nonstop Service” - Service between origin and destination points without any stops.

“Passenger Facility Charges” - Mandatory fees assessed by airports and or cities which airlines are mandated to collect for these entities.

“Passenger Name Record (PNR)” - a record in the database of a Computer Reservations System (CRS) that contains the travel record for a passenger, or a group of passengers traveling together

“Request for Proposal (RFP)” - Shall refer to this bid document.

“Shortest Elapsed Flight Time (SET)” - The shortest total minutes from departure to final arrival for flight time **and** stopover time(s) if any. When there is more than one flight that originates in one day to the final destination, then the shortest elapsed time should be selected and entered.

“Unrestricted Fare” – (UF) Fares designated YCANY, or other booking codes used by airlines to designate unrestricted *coach class* seats. These fares are available on a last seat availability basis with no restrictions and are fully refundable.

“YCANY” - The New York State designation for Unrestricted Class fares under this contract.

1.10 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 if set forth at length herein. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

1.11 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. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

1.12 Conflict of Terms and Conditions

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A (January 2014)
- b. This Solicitation and Attachments
- c. Appendix B (April 2016)
- d. Bidder's Bid

SECTION 2 BIDDER QUALIFICATIONS AND SERVICE REQUIREMENTS

2.1 Qualifications:

1. All Bidders shall be a Certified Air Carrier or Commuter Air Carrier recognized by the United States Department of Transportation and other applicable regulatory agencies.
2. All Bidders must provide evidence of certification submitted with the bid that they are in compliance with the Federal Aviation Administration meeting the stringent standards of the Federal Aviation Regulations (FARS) pertaining to commercial airlines (Part 121) for meeting specific requirements to obtain an air carrier operating certificate and standards for conducting operations http://www.faa.gov/licenses_certificates/airline_certification/
3. Any Bidder offering a City-Pair shall have received United States Department of Transportation certification to provide scheduled service between the cities designated and shall have tickets for sale to the general public by the date and time of bid opening.

2.2 Service Requirements:

Travelers of eligible purchasing entities shall not be subject to any additional purchase or use restrictions except as noted under each category below and designated by Bidders in this Solicitation under "Bidders Questions." Contract passengers shall be provided all services and considerations which are provided to the general public including but not limited to inter-airline agreements, standard baggage allowance, food and beverage service and compensation for denied boarding.

2.3 Daily Flight Frequency

Domestic: Item/City-Pairs shall have at least two flights scheduled daily, Monday through Friday, in each direction originating between the hours of 6:00 A.M. and 11:00 P.M.

International: Item/City-Pairs shall have one (1) minimum flight scheduled daily, Monday through Friday, in each direction.

2.4 Stop-Overs

Domestic City-Pair connecting flights shall not exceed a maximum two (2) hour cumulative stopover time; and international City-Pairs shall not exceed three hours (3) maximum cumulative stopover time.

2.5 Reservations and Ticket Sales

Reservations and tickets shall be available through the authorized travel management contractor of record with the State of New York. The authorized travel management contractor is certified with the Airlines Reporting Corporation (ARC) and the International Airlines Travel Agent Network (IATAN). Contractor(s) must provide contract fare information through the distribution and reservation system (GDS) within four (4) business days after the date of the contract award, and within two (2) business days after the date of any contract modifications. Reservations for passengers shall be confirmed on the same basis that reservations are confirmed for the general public with no consideration given in favor of passengers paying higher fees in the same class of service.

Please refer to the name below of the authorized travel management contractor on the effective date of this bid solicitation issuance.

IATAN / ARC NUMBERS

33-52020-0
31-65239-0
47-50573-2
39-56963-3
31-86460-4

CONTRACTOR'S NAME & ADDRESS

Child Travel New York, Inc.
d/b/a Child Albany Travel, a Direct Travel Company
30 Corporate Drive
Clifton Park, NY 12065

RESERVATION TELEPHONE NO.

(518) 292-9000
(800) 774-0655

2.6 Fare Basis Codes

The contractor shall have all contract fares entered in any CRS or GDS electronic reservation system in which they participate.

Unrestricted Fare, Column Designation I, Bid Price Submittal Form

Fare code YCANY (New York State Contract designated “Y Class Fare”) as defined under Section 1.9 *Glossary* shall be established to identify all fares provided at the proposed contract rate.

Capacity Controlled Fare, Column Designation J, Bid Price Submittal Form

Fare code __CANY as defined under Section 1.9 *Glossary*. (Bidder shall insert the letter in front of CANY to indicate the fare code used to designate the Capacity Controlled Fare under this contract.)

2.7 Applicability of Fares

Fares shall apply to all airline flights routinely scheduled and available to the general public for airport City Pairs listed in this Solicitation or subsequently offered by the Bidder and shall **not** be applicable to or from intermediate points.

2.8 Dates of Travel

Travel booked and ticketed within the term of any contract(s) resulting from this Solicitation shall be allowed thirty one (31) days after the term of the contract. Contract fares from any subsequent contract year’s Request for Proposal available for use to travelers or travel agencies will not be made available for travel prior to the termination of the current year’s agreement, unless the contract price is decreased and the airline agrees to offer the reduced prices sooner.

2.9 Travel Incentives

Records of any Travel Incentives granted Individual Travelers under any contract(s) resulting from this solicitation shall be outside the scope of this contract.

2.10 Modifications of Schedule or Flight Frequency

Contractors under any contract resulting from this Solicitation may change, increase, decrease or terminate service to any destination provided the contractors' schedule changes are effective for the general public also. The Statewide Travel Coordinator identified in this solicitation shall be advised in writing of any changes that result in the overall schedule for that City-Pair item falling below the requirements defined under the "DAILY FLIGHT FREQUENCY" or "STOP OVERS" defined in this Solicitation.

In the event any contractor's City-Pair service decreases below the requirements defined in this Solicitation New York State reserves the right to re-award that specific City-Pair to a Bidder offering the next best value service or accept offers for replacement service in the best interests of New York State.

2.11 Electronic Ticketing

The use of electronic ticketing (e-ticketing) by the New York State travel management contractor shall be required when available.

2.12 Fuel surcharges

Should the state experience volatility in fuel costs, a fuel surcharge may be imposed under the following conditions: the fuel surcharge must be approved by the Statewide Travel Coordinator; the fuel surcharge may not be higher than that imposed commercially; the surcharge must have been in place commercially for a minimum of 14 consecutive days; and the fuel surcharge must be removed from the contract fares when it is no longer imposed commercially. Fuel surcharges may not be added to previously purchased tickets. Fuel surcharges must be assessed at the time of ticketing. The contractor must request the fuel surcharge via e-mail or letter to the Statewide Travel Coordinator. This request must include in Excel format, the following information:

- The contract City-Pair to which the fuel surcharge request applies;
- The effective date of the contract City-Pair (must be more than 14 days after commercially imposed);
- The dollar amount of fuel surcharges;
- The final contract City-Pair fare, or fares after the fuel surcharge has been added.

SECTION 3 BID SUBMITTAL**3.1 Notice to Potential Bidders**

Receipt of Bid does not indicate that OGS has pre-determined a company’s qualifications to receive a Contract award. Such determination shall be based on the evaluation of a Bid compared to the specific requirements and qualifications contained in this Solicitation.

3.2 Performance and 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 of the resulting Contract.

3.3 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations submitted with a Bid may render the Bid non-responsive and may result in rejection of the Bid. Therefore, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Bidder Inquiry period and resolved prior to the submission of a Bid. Bidder is advised that OGS will not entertain any exceptions to Appendix A (*Standard Clauses for New York State Contracts*). OGS will also not entertain exceptions to the Solicitation or Appendix B (*General Specifications*) that are of a material and substantive nature

3.4 Responsiveness

To be considered responsive, a Bidder must submit a Bid that satisfies and addresses all requirements stated in the Solicitation. A Bid that fails to conform to all requirements may be considered non-responsive and may be rejected.

3.5 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. Therefore, the Bid must be signed by a partner, corporate officer, or other person authorized to commit the Bidder to all provisions of the Solicitation and the Bid as submitted.

3.6 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

3.7 Bid Validity

Bids must remain open and valid for at least 90 calendar days from the due date. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

3.8 Format and Content of Bid Submittal

A Bidder must submit a complete Bid that satisfies and addresses all requirements stated in the Solicitation. **A BID THAT FAILS TO CONFORM TO ALL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**

It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up. Only completed files (in the specified format) should be saved to portable electronic media. Do not return copies of Appendix A and B with your Bid. Please note that submitting a Bid by fax or e-mail is not acceptable.

Bidder shall submit the entire offering on CD or flash drive in accordance with the instructions below. **Only those items listed below in section 3 are required in paper copy.** CD's or flash drives shall be labeled with the name of the Bidder and Request for Proposal number (#23015).

A complete Bid consists of ONE (1) copy of each of the following in the format listed (note: all Excel documents shall NOT be locked or password protected by Bidder):

1. CD or flash drive containing:

- a) Completed Pages 1 and 2 of the Solicitation (signed and scanned) (PDF);
- b) Completed Attachment 2 – *NYS Certifications* (signed and scanned) (PDF);
- c) Completed Attachment 3 – *Encouraging Use of NYS Businesses and Service – Disabled Veteran - Owned Businesses in Contract Performance* (PDF);
- d) Attachment 4 – *Insurance Requirements* (All necessary proof of insurance as outlined) (PDF);
- e) Completed Attachment 5 – *Solicitation Questions* (Excel);
- f) Completed Attachment 6 – *Bid Submittal Checklist* (Excel);
- g) Completed ST-220CA, Contractor Certification notarized (PDF);

2. CD or flash drive containing:

- a) Completed Attachment 1 – *Pricing* (Microsoft Excel NOT LOCKED); Do not change the spreadsheet structure. Any changes will increase the chances of error and may result in rejection of bids. To prevent discrepancies, Bidders shall submit the hard copy version of the bid pricing pages (requirements described in section 3b.below), printed from the electronic copy. This CD or flash drive shall be labeled Attachment 1 – *Pricing* with the name of bidder and Request for Proposal number.

3. Submit ORIGINAL versions of each of the following:

- a) Completed Pages 1 and 2 of the Solicitation (signed in ink);
- b) Completed Attachment 1 – *Pricing* (Microsoft Excel NOT LOCKED);

- c) Completed Attachment 2 – *NYS Certifications* (signed in ink);
- d) Completed Attachment 3 – *Encouraging Use of NYS Businesses and Service – Disabled Veteran – Owned Businesses in Contract Performance*;
- e) Attachment 4 – *Insurance Requirements* (All necessary proof of insurance as outlined);
- f) Completed Attachment 5 – *Solicitation Questions*;
- g) Completed Attachment 6 – *Bid Submittal Checklist*;
- h) Completed ST-220CA, Contractor Certification notarized (signed in ink);

Bidder should note that electronic and paper copies submission of Attachment 1 – Pricing is required.

Also, please note that in the case of discrepancies between paper copies and electronic media submissions of the documents required in both formats, the electronic copy shall take precedence over the paper copy.

Bid Envelopes and Packages

All Bids must have a label on the outside of the box or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Group number (79006)
3. Bid number (Solicitation #23015)
4. Bid Opening Date and Time (August 23, 2016 at 11:00 AM ET)
5. The number of boxes or packages (i.e., 1 of 2; 2 of 2)

Failure to complete all information on the Bid envelope and/or packages may necessitate the premature opening of the Bid and may compromise confidentiality. See Appendix B, *Bid Submission*.

Bid Delivery

Bids shall be delivered to the following address on or before 11:00 a.m. ET, on or before the Bid Opening Date:

**State of New York Executive Department Office
of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242**

The received time of Bids will be determined by OGS by the clock at the above noted location.

Bidders assume 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. Late Bids may be rejected, as detailed in Appendix B, *Late Bids*.

Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. A Bidder attending Bid openings is encouraged to pre-register for building access by contacting the Procurement Services receptionist at 518-474-6262 at least 24 hours prior to the Bid opening. 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 Procurement Services receptionist. The receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver Bids or conduct Procurement Services business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

3.9 Bid Opening Results

Procurement Services posts Bid information on the OGS web page. The web page makes available Bid information about the list of Bidders that responded to the Solicitation. Such information is anticipated to be available online within two (2) business days after the Bid opening. The Bid Opening Results Page is available at: <http://nyspro.ogs.ny.gov/nyspro-Bid-openings>

3.10 New York State Procurement Rights

New York State Reserves the right to:

1. Reject any or all Bids received in response to the Solicitation;
2. Withdraw the Solicitation at any time, at the sole discretion of the Agency;
3. Make an award under the Solicitation in whole or in part;

4. Disqualify any Bidder whose Bid fails to conform to the requirements of the Solicitation;
5. Seek clarifications and revisions of Solicitation;
6. Amend the Solicitation requirements prior to the Bid opening to correct errors or oversights, or to supply additional information, as it becomes available;
7. Direct Bidders, prior to the Bid opening, to submit Bid 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. Utilize any and all ideas submitted in the Bids received;
12. Negotiate lower pricing, or to advertise for Bids, any unanticipated excessive purchase.
13. Negotiate with the Bidder 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' Bids;
14. 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 Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
15. If an incorrect reference/parameter/component/product/etc. is stated by the State or by the Bidder, the evident parameter/component/product shall prevail; the proper alternative or corrected parameter/model/code number(s) shall be considered;
16. Reject any Bid submission 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 change(s) to document header(s), footer(s) and/or cell(s); unprotecting worksheet(s)/workbook(s); hiding/unhiding cell(s)/column(s)/row(s)/worksheet(s); and locking/unlocking cell(s).
17. Have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation, and reject an obviously unbalanced Bid as determined by the State or offer the Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing.
18. Request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services to verify their ability to service a contract with dollar sales volume similar to the scope of this Bid through submission of financial statements documenting past sales history.
19. To determine the disposition of any rebate settlement, restitution, liquidated damage, etc. which arise from the administration of this contract.

3.11 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – *NYS Certifications*) with its Bid. Failure to submit these documents may result in Bid being considered non-responsive and may result in a Bid being rejected.

SECTION 4 METHOD OF AWARD

4.1 Method of Award

General: OGS will first evaluate all Bids to ensure they are complete and meet the qualifications and requirements of this Request for Proposal.

Attachment 1 - Pricing (an electronic Microsoft Excel spreadsheet posted on the OGS web site with this Request for Proposal) contains a list of City-Pairs (a particular city may have more than one airport). The state's intent is to make an award on the basis of best value to one Bidder for each City-Pair using one or both of the formulas outlined below. This will usually mean one award for each city, but in those cities where there are multiple airports it may result in more than one award, but will never result in more than one award per airport per city. Examples of multiple airports for the same city are contained in the following chart which is provided for illustrative purposes only.

New York City Airport Locations

John F. Kennedy International Airport (JFK)

LaGuardia Airport (LGA)

Washington, D.C. Airport Locations:

Reagan National (DCA)

Dulles (IAD)

Newark International Airport (EWR)

Baltimore (BWI)

For this Solicitation, best value is based on two different methods of award, depending upon the Bid results for a particular City-Pair. They are described below:

1. Where all Bids for a particular City-Pair are direct non-stop flights, best value is defined as the lowest price. Time is not a factor in the award consideration. In this case, price is converted electronically, to a point system, whereby the award is made to the airline with the lowest point total. Price is converted to price points where \$1 generally equals 1 point. The state calculates price on a weighted basis with Capacity Controlled Fare (CCF) weighted at 90% and Unrestricted Fare (UF) weighted at 10% as described below. The formula below illustrates these calculations:

$$0.9 \times \text{CCF} + 0.1 \times \text{UF}$$

2. Where the Bids for a particular City Pair contain either some or all flights that have a layover or stop between the designated pair, then both price and time are used in the determination of best value. In this case, price and time are converted via an automated software program, to a point system, whereby the award is made to the airline with the lowest point total. Price is converted to price points where \$1 generally equals 1 point and time is converted to time points where 1 minute equals 2 points. The state calculates price on a weighted basis with CCF weighted at 90% and UF weighted at 10% as described below. Time is counted as the shortest elapsed time (SET) of the flight from origination to destination including all layover time. For example, for a City-Pair from Albany, New York to Los Angeles, California with a layover in Chicago, shortest elapsed time would be the time from when the aircraft departs Albany to the time it arrives in Los Angeles. The formula below illustrates the calculations performed when both price and time are used in the determination of best value:

$$0.9 \times \text{CCF} + 0.1 \times \text{UF} + (\text{SET minutes} \times 2)$$

Detailed Description of Best Value Calculations: As noted above, award shall be based on best value using the following process and calculations:

Price Calculation: The Bidder should provide its CCF, UF and list price for each City-Pair in Attachment 1 – Pricing. In instances where the Bidder fails to provide CCF or UF prices, the state will still accept the Bid but will make substitutions as follows. If a Bidder does not offer a value for CCF for a specific City-Pair, the value for UF will be used for CCF. If a Bidder does not offer a value for UF for a specific City-Pair, the List Price One Way Fare will be substituted for UF for that City-Pair. Bidder will provide the normal coach fare (list price) effective on the date of the Bid opening for each City-Pair. This will be verified by OGS after all Bids have been received. The State will use the list price for the specific City-Pair found in the Computer Reservation System (CRS) that the state uses. The State's determination on list price shall be final. The CCF and UF pricing is calculated as: .9 times CCF, PLUS .1 times UF equals lowest total price. The pricing calculation is used exclusively for instances where all City-Pairs bid are direct non-stop flights as noted above. This pricing calculation is added to the shortest elapsed time calculations for those City-Pairs where time is also a factor. The formulas below illustrate the calculations performed when substitutions are required:

No UF (list price one-way fare is substituted)

$$0.9 \times \text{CCF} + 0.1 \times \text{full list price} + (\text{SET minutes} \times 2)$$

No CCF (UF is substituted)

$$\text{UF} + (\text{SET minutes} \times 2)$$

Shortest Elapsed Time: The airline Bidder must insert the shortest elapsed time (SET) on the Bid pricing pages (Attachment 1 – Pricing) from the reservation system for each City-Pair bid. The State will verify that this information is correct. The State's determination on (SET) shall be final. The airlines supply all reservation systems with the same industry standard flight data including list price and flight times. The State will then select the elapsed time from that particular City-Pair to use in the evaluation. The shortest elapsed time (SET) from the Bid pricing pages (Attachment 1 – Pricing) is doubled for the calculations. It is important to note the actual calculations are done via the automated software program described above.

Best Value: Award may be made to the compliant Bid with the lowest best value total score. The State reserves the right, where there is a specific benefit that a Bid may provide to the State, that was unforeseen or not anticipated by the State, but which is in the State's best interest to consider, to alter its award recommendation, provided that a suitable justification is provided. This justification may include but not be limited to multiple non-essential stopovers, non-stop flights, or excessive costs, etc.

Award on Additional City-Pairs: The State may award additional City Pair(s) offered by a Bidder for a City Pair not originally listed in the solicitation. New York State encourages offerings of alternate airport(s) for all destinations. Award may be made, but is not required to be made, on such additional offerings and use of such City Pairs may be required by "Executive Department Agencies" as determined by the State. The State reserves the right to designate a specific airport award (JFK/LGA/EWR) for any unsolicited City-Pair(s) submitted by the Bidder.

Award on Non-Compliant Bid: In the event no Bidder meets the minimum requirements identified in this Solicitation, the State reserves the right to award a contract for specific City Pair(s) to a non-compliant Bidder (for example not meeting the minimum number of daily flights) in the best interests of the State. The use by "Executive Department Agencies" of such a contract for such a City Pair may be required as determined by the State.

Tie Bids: In the event of a tie Bid, the State reserves the right to award to one Bidder, in the best interest of the State. The decision may be based on but not limited to whether a City Pair is a non-stop flight or the number of daily flights for that particular City-Pair.

Price Agreements: OGS reserves the right to accept prices after the Bid opening from contracted airlines for City Pairs for which no Bids were received. Use of such prices by "Executive Department Agencies" may be required as determined by the State.

Rejection for Failing to Submit Bid on Electronic Media: Bids are to be submitted on both "hard" copy/paper document AND on electronic media as described in Section 4.8 – *Format and Content of Bid Submittal*. Bids not submitted on electronic media or not formatted properly may be rejected.

4.2 Notification of Award

Successful Bidders shall be advised by OGS in accordance with Appendix B, *Contract Creation/Execution*. Tentative award of the Contract shall consist of written notice to that effect by OGS to the successful Bidder.

SECTION 5 TERMS AND CONDITIONS

5.1 Contract Period and Renewal

The Contract(s) awarded shall be in effect for a term of three (3) years. The Contract(s) shall commence as stated on the Solicitation after all necessary approvals by both parties and shall become effective upon mailing or electronic communication of the final executed documents (see Appendix B, *Contract Creation/Execution*).

If mutually agreed between OGS and the Contractor(s), the Contract may be renewed under the same terms and conditions for one additional period of up to two (2) years. The total Contract term, including renewals, shall not exceed a cumulative total of five (5) years.

5.2 Procurement Instructions

It is recommended that travelers contact their Agency Travel Coordinator first to make travel arrangements. The Coordinator has the most up to date information concerning the New York travel program. The Agency Travel Coordinator and the traveler will review the list of fares and services from the Air Travel Services Contract Award Notification to determine what services (City-Pair fares) best fit their needs.

At the discretion of the individual agency, either the traveler or the Agency Travel Coordinator shall contact the OGS travel management contractor to arrange service and communicate the agency's selected method of payment, New York State Travel Card or Non-Employee Travel Card (NET). The agency may also wish to communicate any specific cost accounting requirements for travel payment to the travel management contractor. The State authorized travel management services contractor must be used to make reservations. The Office of General Services Award for TRAVEL MANAGEMENT SERVICES is Group 79005, on the OGS web site: <http://www.ogs.ny.gov/purchase/snt/awardnotes/7900522536can.htm>

5.3 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 such extension terminates upon Award of a replacement contract.

5.4 Method of Payment

The method of payment for any eligible entity under contracts resulting from this solicitation is the OGS Purchasing, Travel and NET Cards Award (Statewide). The Award is available at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900822712can.HTM>

State Agencies and non-State Authorized Users must use the New York State Travel Card or Non-Employee Travel Card (NET) to purchase tickets. The Citibank VISA cards (current contractor) begins with number “427533” or “404658”. These numbers are unique to New York State. Use of personal credit cards or any other form of payment is prohibited.

5.5 Pricing Format

1. Bidders shall designate Bid pricing for each City Pair offered and provide Bid information and pricing in Attachment 1 – Pricing, as noted under Section 5.6 - *Bid Pricing Information*. Bidders may offer pricing in column I (Unrestricted Fare class) and column J (Capacity Controlled Fare). All fares must be proposed in whole dollar amounts, fares for international city-pairs must be offered as base fares excluding taxes and fees. While both pricing categories are preferred and strongly suggested, Bidders must provide either the Unrestricted Fare or the Capacity Controlled Fare in order to be considered.

2. All pricing shall include the total cost excluding Passenger Facility Charges (PFC) and other fees as defined under Section 2.1 - *General Requirements*.

3. Bidders indicating "N" (no) responses under columns F or G may only be considered for award if no compliant Bids are received (see Section 4 - *Method of Award – Award for Non-Compliant Bid in this RFP*).

5.6 Bid Pricing Information

<u>Column Designation</u>	<u>Information</u>
A - Item Number	
*B - Airline Code	
C – City-Pair	
D – City-Pair Airport Codes	
E - Annual Estimated Segments	Approximate annual one-way or “directional” annual segment usage. The estimate is from the period of April 2015-March 2016 and based exclusively on tickets purchased through the state travel management contractor and does not depict tickets purchased through other methods. For round-trip estimates, simply double the figure.
*F - Meets Daily Flight Req.	Bidder indication of compliance with Daily Flight Frequency requirements described in Section 2.3 – <i>Daily Flight Frequency</i> (Y for yes, or N for no).
*G - Meets Stop Over Req.	Bidder indication of compliance with Stopover requirements described in Section 2.4 – <i>Stop-Overs</i> (Y for yes, or N for no).
*H - Normal coach One-Way Fare	Bidder inserted normal coach fare effective on the date of the bid opening. This will be verified by OGS after all bids have been received.
*I - Unrestricted One-Way Fare	Bidder provided Y Class Unrestricted one-way Fare bid price. (YCANY) NOTE: Field will accept numeric characters only.
*J - Capacity Controlled One-Way Fare	Bidder provided Capacity Controlled one-way Fare bid price. (__CANY) NOTE: Field will accept numeric characters only.

<p>*K - Shortest Elapsed Flight Time (SET)</p>	<p>Bidder inserted Shortest Elapsed Flight Time (SET) in minutes on the date of the bid opening. When there is more than one flight that originates on the same day to the final destination, then the shortest elapsed time period should be selected and entered. This information will be verified by OGS after all bids have been received.</p>
<p>*L – Nonstop Flight</p>	<p>Nonstop Flight City/Airport Pair (please indicate by placing a "Y" in this column if this city/airport pair is a nonstop flight).</p>

***completed by Bidder**

5.7 Price Adjustments

Price adjustment may be made on the anniversary date of the contract start date based on the change in the Consumer Price Index (CPI) Table 3 published by the Bureau of Labor Statistics, of the U.S. Department of Labor. <http://www.bls.gov/cpi/> Table 3- monthly Consumer Price Index for all Urban Consumers (CPI-U): United States city average, detailed expenditure categories for Airline fare. Price adjustments only apply to the original contract price and do not apply to any additional fuel surcharges.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI value for the 3rd month prior to the current anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date [e.g.: If the contract begins in May take the 3rd month (February) CPI value of the current year and subtract the 3rd month CPI value of the previous year]. That sum is then divided by the previous period CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next contract year, upon release of a Contract Addendum from OGS Procurement Services Group. **The following example illustrates the computation of percent change for a hypothetical May 2010 anniversary calculation from the Consumer Price Index for Air Transportation.**

CPI for February 2010	265.3
Less CPI for February 2009	259.5
Equals index point change	5.8
Divided by previous period-CPI	259.5
	Equals 0.02
Results multiplied by 100	
Equals Percent of Adjustment	2.0

The Contractor has the sole responsibility to notify OGS Procurement Services Group that they wish to receive the CPI rate change and to submit a request for the adjusted rate on the applicable anniversary date and shall provide a copy of the index and documentation necessary to support the increase or decrease to OGS and the Authorized User, as appropriate. Should the Contractor fail to make a request and submit supporting documentation to OGS within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the state shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology. These price changes will take effect upon release of a Contract Addendum from OGS Procurement Services Group no later than three weeks after receipt of the request. Such adjustment shall be limited to the amount of the increase or decrease and shall not exceed 5% for any given year rounded to the nearest dollar.

Updated Pricing shall be submitted **in Excel format**. Submissions in any other format will be returned to the Contractor. The Contractor shall provide OGS with one (1) electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Proof of Insurance or any other documentation that is required under the resulting contract.

Contractors shall be permitted to reduce their pricing any time during the contract term.

5.8 Centralized Contract Modifications

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.

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.

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.

All modifications proposed by Contractor, shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for Product and pricing updates as set forth in Section 5.7 – *Price Adjustments* 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.

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, *Modification of Contract Terms*.

5.9 New York State Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.0 Bundle 18, operating on PeopleTools version 8.49.33. The State is planning to upgrade to PeopleSoft Financials version 9.2 sometime in 2015. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

The Contractor shall provide a sufficient number of employees for each district who are knowledgeable and responsive to customer needs and who can effectively service the contract.

Contractor shall provide toll-free telephone support/assistance at no extra charge to all Authorized Users. In addition, Contractor will provide a toll-free product emergency service support this is available seven days a week, twenty-four hours a day.

5.10 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Contract Administrator shall be set forth in Attachment 5 – *Solicitation Questions*. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Statewide Travel Coordinator.

5.11 Insurance Requirements

The Contractor shall procure, at its sole cost and expense and shall maintain in full 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 4 - *Insurance Requirements*.

5.12 Report of Contract Usage

Any reports tracking using entities and dollar volume activity will be performed by the New York State authorized travel management contractor or through the New York State centrally billed payment instrument designated Contractor(s).

5.13 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

I. 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.

II. General Provisions

- A. 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.
- B. 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.
- C. 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.
- D. 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.

III. Equal Employment Opportunity (EEO)

- A. 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.
1. 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.
 2. 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.

B. 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.

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

1. 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.

2. Separate forms shall be completed by Contractor and any subcontractor.

3. 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.

D. 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.

IV. Contract Goals

A. 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.

B. 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> Policy Statement

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

5.14 MWBE Designated Contacts

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this solicitation, the designated contacts are:

PRIMARY CONTACT	SECONDARY CONTACT	TERTIARY CONTACT
Anuola Surgick	Tryphina Ramsey	William Hill
NYS Office of General Services	NYS Office of General Services	NYS Office of General Services
Corning Tower – 29 th Floor	Corning Tower – 29 th Floor	Corning Tower – 29 th Floor
Empire State Plaza	Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242	Albany, New York 12242
E-Mail: Anuola.surgick@ogs.ny.gov	E-Mail: Tryphina.ramsey@ogs.ny.gov	E-Mail: William.hill@ogs.ny.gov

5.15 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/EO/4/Default.asp>.

State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

5.16 New York State Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any 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, unique New York State ten-digit vendor identification numbers will be assigned to your company and 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 all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the vendor must enter the vendor's ten-digit Vendor Id number on the first page of this Bid document.

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor Id number from OGS. Complete the OSC Substitute W-9 Form http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf and submit the form to OGS in advance of Bid submittal. Please send this document to the Designated Contact in the Solicitation. The OGS will initiate the vendor registration process for all Bidders. Once the process is initiated, registrants will receive an e-mail 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

5.17 New York State Vendor Responsibility Questionnaire For-Profit Business Entity

The Office of General Services (OGS) will conduct the Vendor Responsibility review, and Airline contractors may be required to submit Vendor Responsibility information if requested by the Office of General Services.

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

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, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when 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.

5.18 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 on 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 consult with DTF's website at <http://www.tax.ny.gov/> for additional information and frequently asked questions.

5.19 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.

5.20 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. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>).

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.

5.21 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.

5.22 Americans with Disabilities Act (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidders are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for Bidders to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.