

GROUP 72002-23168 – FLEET MAINTENANCE SERVICES

HOW TO USE THE CONTRACT

PROCUREMENT INSTRUCTIONS

The following procurement instructions shall apply to the Contract.

- A. When utilizing the Contract, the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. 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 which should include:
- A statement of need and associated requirements;
 - Obtaining all necessary prior approvals;
 - A summary of the Contract alternatives considered for the purchase, if any; and
 - The reason(s) supporting the resulting purchase.
- B. An Authorized User will review the Fleet Maintenance Services and associated pricing listed on the OGS website under the resultant Contract Award at:
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7200223168can.htm>
- C. An Authorized User shall seek to engage the services of the Contractor by submitting a request to the Contractor by means of the contact information provided on the Contractor and Pricing Information document, which is available at the link above. At a minimum, the request shall consist of:
1. Contract number;
 2. Contractor name;
 3. Authorized User name and contact information; and
 4. A description of the Fleet Maintenance Services that will be required.
- D. An Authorized User reserves the right to secure through separate procurement methods all or part of the Fleet Maintenance Services from any other contract sources. If State Agencies are acquiring Fleet Maintenance Services, they Must do so using this Contract. State Agencies Must obtain a Written waiver from the Governor's Office if they are unable to meet this requirement.

SCOPE

The Contract sets forth the terms and conditions for provision of Fleet Maintenance Services, as defined in Section I.2 *Definitions*, for Vehicles operated in New York State, and nationwide. This Contract provides Authorized Users with Fleet Maintenance Services, including, but not limited to:

- The administration and systematized tracking of Light Duty Vehicle and Medium to Heavy Duty Vehicle maintenance, repairs, roadside assistance and towing, using Automotive Repair Shops (to include both National Account Vendors and Independent Vendors), to ensure that proper maintenance and warranty repairs are being performed, control authorizations for unscheduled maintenance, ensure cost is competitive and reasonable, and avoid duplicate or unnecessary repairs;
- Monthly Enrollment Plans and Per Occurrence Plans for Fleet Maintenance Services, available to Authorized Users;
- Consolidated monthly billing to each Authorized User, for Vehicle maintenance and repair, roadside assistance, and towing from a network of reliable and reputable Automotive Repair Shops located in New York State, and nationwide;

- A pricing structure for Monthly Enrollment Plans and Per Occurrence Plans for Fleet Maintenance Services. The Contractor Shall apply the pricing as specified in Contract Section 3.9 *Invoicing and Payments* , Paragraph B *Pricing Structure*;
- Verifying with Automotive Repair Shops that cost is reasonable based on a nationally recognized guide (e.g., Chilton Labor Time Guide Manual and Mitchell Mechanical Labor Estimating Guide), and verification that all Automotive Repair Shops are using a nationally recognized guide in estimating repair costs;
- Deduction of all applicable federal, state and local government taxes, due to the government's tax-exempt status, from the Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs, roadside assistance, and towing, prior to invoicing/billing the Authorized User, as specified in Contract Section 3.9 *Invoicing and Payments*, Paragraph A *Tax Deduction*;
- Comprehensive Fleet Maintenance Services reporting capabilities, as specified in Contract Section 3.6 *Reporting*;
- A Vehicle expense management process that includes a procedure to contain Vehicle repair costs without compromising effectiveness, including, but not limited to, negotiating the cost of repairs with Independent Vendors, implementing National Account Vendor discounts, authorizing services that are necessary for Preventive Maintenance and Vehicle repairs, and ensuring that authorization procedures for repairs are followed; and
- On-site repair and maintenance services performed at an Authorized Users' location(s). The staff provided for on-site services shall only be provided for the duration of the service.

PRICE

Pricing for Contract products and services are posted at the OGS website for Award 23168 and can be accessed from the Award summary page, <https://online.ogs.ny.gov/purchase/snt/awardnotes/7200223168can.htm> by following the "Contractor and Pricing Info" link.

AUTOMOTIVE REPAIR SHOPS

The Contractor provides Automotive Repair Shops that participate in the Contract that allow Authorized Users to receive: (1) diagnosis and repair of Vehicle malfunctions or damage; (2) maintenance of Vehicles; (3) repair to Vehicle bodies; (4) Vehicle glass replacement and repair; (5) Aftermarket Product Additions; and (6) Vehicle roadside assistance and towing. These services are available for Light Duty Vehicles and Medium to Heavy Duty Vehicles in all counties in NYS, and locations nationwide.

An Authorized User may contact the Contractor directly for information regarding the process for the Authorized User to request an addition to the list of Automotive Repair Shops available for use with the Contract.

CUSTOMER SERVICE SUPPORT CENTER

The Contractor provides a customer service support center for no additional administrative fees. The customer service support center shall be available for Authorized Users twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The customer service support center toll-free number is listed on the Contractor and Pricing Information document, which can be accessed from the Award summary page, <https://online.ogs.ny.gov/purchase/snt/awardnotes/7200223168can.htm>, by following the "Contractor and Pricing Info" link.

INVOICING AND PAYMENTS

Unless otherwise agreed upon in writing between the Authorized User and the Contractor, Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs Must be separately invoiced monthly in arrears to each participating Authorized User. Authorized Users of the Contract Shall be invoiced on the same billing cycle. See also Appendix B, Section 45 *Contract Invoicing* and Section 47 *Prompt Payments*. The following billing and payment services Shall be provided by the Contractor

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- A. Tax Deduction. The Contractor Shall deduct all applicable federal, state and local government taxes for Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs, roadside assistance and towing prior to invoicing the Authorized User, if the Authorized User is a tax exempt organization. The Authorized User Shall certify tax exempt status, if required by the Contractor.
- B. Pricing Structure. The Contractor Shall invoice Authorized Users in accordance with the pricing approved for the Contract and included on the *Contractor and Pricing Information* page posted on the Award summary page, <https://online.ogs.ny.gov/purchase/snt/awardnotes/7200223168can.htm>, (see “Contractor and Pricing Info” link).
- A. Monthly Summary Invoice. Each monthly invoice Shall include a summary of monthly fees, including, but not limited to, the following level of detail:
1. Contract number;
 2. Contractor name, address, and phone number;
 3. Authorized User entity name, address, and Fleet Manager name;
 4. Authorized User code, assigned by the Contractor;
 5. Due date;
 6. Invoice number;
 7. Invoice date;
 8. Fleet Maintenance Services program fees (i.e. Monthly Enrollment Plan and Per Occurrence Plan program fees);
 9. Summary total for Vehicle maintenance and repair costs; and
 10. Payment instructions including Contractor’s third-party billing name, address, etc.
- B. Monthly Transaction Detail Report. In addition to the monthly summary invoice described above in Contract Section 3.9 *Invoicing and Payments*, Paragraph C *Monthly Summary Invoice*, a transaction detail report for each Authorized User Must be available for download from a secure location at the Contractor’s website or submitted directly to the Authorized User in Excel format (Microsoft Excel 2010, or newer). The transaction detail report Must match the billing cycle of the invoice and include data for all Vehicles included in the billing cycle. Unless otherwise directed by the Authorized User, the Contractor Shall include, at a minimum, the information listed below on the monthly transaction detail report.
1. Date range of the transaction detail report (e.g. April 1, 2019 to April 30, 2019);
 2. OGS Contract number;
 3. Contractor name, address, and telephone number;
 4. Authorized User entity name, address, and Fleet Manager name;
 5. Authorized User code, assigned by the Contractor;
 6. Invoice creation date;
 7. Invoice due date;
 8. Invoice number’;
 9. Monthly Enrollment Plan fees invoiced, if applicable;
 10. Per Occurrence Plan fees invoiced, if applicable;
 11. The following transaction details for each maintenance and repair service included in the report:
 - a) Automotive Repair Shop business name;
 - b) Vehicle number, assigned by Contractor;
 - c) VIN;
 - d) Odometer reading at the start of service;
 - e) Vehicle license plate number;
 - f) Per Occurrence Plan fees, if applicable;
 - g) Labor rate;
 - h) Quantity of hours for work performed;

- i) Total cost of Labor;
 - j) Description of part(s);
 - k) Total cost of parts;
 - l) Credits, if applicable;
 - m) Discounts applied;
 - n) Description of maintenance and/or repair service performed;
 - o) ATA code(s) for maintenance and/or repair service performed;
 - p) Charges for work completed for each visit, even if such work is warranty work that will eventually be paid by OEM; and
 - q) Any other associated fees with the monthly invoice should be described in detail and are contingent upon Authorized User review and approval.
- C. Authorized User Invoice. The Contractor Shall ensure that Automotive Repair Shops provide the Authorized User with a customer copy of the invoice for the service performed that includes the Contractor approval number, for each transaction at the time of service;
- D. Archiving. The Contractor Shall maintain service, repair, billing and payment histories for each Vehicle in the Contractor's programs in accordance with Appendix A, Section 10 *Records*. Archived records Shall include all data collected under the full Contract term. At the request of an Authorized User, the Contractor Shall provide the report types specified in Contract Section 3.6, from archived data;
- E. Payment to Automotive Repair Shops. The Contractor Shall make payment to Automotive Repair Shops within thirty (30) days of receipt of invoice for services performed under the Contract. No payment Shall be made for unauthorized invoices; and
- F. Original Invoicing. The original Automotive Repair Shop invoice that corresponds with each Vehicle repair or service provided under the Contract Must be available and provided to OGS or the applicable Authorized User upon Written request. OGS reserves the right to request a copy of any invoice, repair order, or technician's notes related to services performed under the Contract

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law May participate in Centralized 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 Appendix B, Section 25 Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that May have delivery locations adjacent to New York State), the terms of the Price clause Shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies Must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts May also be directed to Procurement Services Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services	Tel: 518-474-6717
Procurement Services	
Customer Services Coordination	E-mail: customer.services@ogs.ny.gov
38th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

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