



**Office of General Services
Procurement Services**

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Request for Proposals

(REVISED December 10, 2019)

Redline version for information ONLY; Do not submit with Bid

BID OPENING DATE: December 19, 2019 TIME: 11:00 A.M. EST REQUEST FOR PROPOSALS NUMBER: 23168	TITLE: Group 72002 Fleet Maintenance Services (Statewide) Classification Codes:25
CONTRACT PERIOD: Five (5) Years from OGS approval	
DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation Must be addressed to the Designated Contacts.	
Email Address: SST_auto @ogs.ny.gov	
Stacey Savage Contract Management Specialist I Telephone No. (518) 473-6949	Heidi Langley Contract Management Specialist III Telephone No. (518) 486-6051

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 Business As (if applicable):				
Street	City	State	County	Zip Code
E-mail Address:		Company Web Site:		

If applicable, place an "x" in the appropriate box(es) *(check all that apply)*

<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
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If you are not bidding, place an "x" in the box and return this page only.

WE ARE NOT BIDDING AT THIS TIME BECAUSE:

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	USB FLASH DRIVE <input type="checkbox"/>	# of Binders/Packages: _____
PURC. MEMO <input type="checkbox"/>	OTHER <input type="checkbox"/>	_____	Documented by: _____

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 90 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Invitation for Bids.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Invitation for Bids.
3. The Bidder has read and understands the provisions of the Invitation for Bids, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at <https://ogs.ny.gov/acpl>.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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1. INTRODUCTION

1.1 Overview

This Solicitation is a Request for Proposals (hereinafter “Solicitation” or “RFP”) issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Fleet Maintenance Services as specified herein for all Authorized Users of OGS contracts. If State Agencies are acquiring Fleet Maintenance Services, they Must do so using the Contract awarded as a result of this RFP. State Agencies Must obtain a Written waiver from the Governor’s Office if they are unable to adhere to this requirement.

OGS intends to award one (1) centralized contract as a result of this RFP for Fleet Maintenance Services.

This Solicitation 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 avoid disqualification. Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

1.2 Background

Under the current centralized contract for these services, the following reflects Vehicle maintenance and repair, roadside assistance, and towing spend with Automotive Repair Shops, and the cost of Vehicle maintenance and repairs, roadside assistance and towing at Authorized User-owned facilities during the fiscal year from April 1, 2018 to March 31, 2019. Current and anticipated future operations include the following:

- The number of Executive Agency Vehicles is estimated at approximately 18,800. Total statewide Vehicles for all Authorized Users cannot be estimated. Under the current Fleet Maintenance Services contract, in March 2019, approximately 16,000 Authorized User Vehicles were participating in a Monthly Enrollment Plan, and approximately 8,500 instances of accident repair, roadside assistance and towing Per Occurrence Plan services were utilized from April 2018 through March 2019;
- Authorized User spend for maintenance and repair services, roadside assistance, and towing from Automotive Repair Shops via the current Fleet Maintenance Services Contractor was approximately \$36,000,000 during the fiscal year from April 1, 2018 to March 31, 2019;
- Vehicle ownership and management are decentralized and are located throughout the State. Each participating Authorized User will have its own Fleet Manager and May have differing authorization levels for various services;
- Payments Shall be made by individual Authorized Users. OGS Shall not receive centralized billings and Shall not make centralized payments on behalf of Authorized Users;
- The State has existing contracts for Vehicle and equipment parts, tires, and towing for selected highways, (e.g., The NYS Thruway, Bridge Authorities (MTA), and Long Island Parkway), with agreed-upon pricing that the State desires to be incorporated into the resultant Contract (see Section 3.11 *Additional Fleet Maintenance Services (Desired)*, Paragraph B *Integration of Other NYS Contract Pricing*; and
- The State has an existing fuel card services contract. This is a separate contract that will not be part of the Fleet Maintenance Services contract.

1.3 Scope

The scope of this RFP is the provision of Fleet Maintenance Services, as defined in Section 1.12 *Definitions*, to Authorized Users from a qualified provider, for Vehicles operated in NYS and nationwide.

- A. The resultant Contract shall provide 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 tiered pricing structure for Monthly Enrollment Plans and Per Occurrence Plans for Fleet Maintenance Services. The Contractor Shall apply the tiered pricing as specified in Section 3.9 *Invoicing and Payments (Mandatory)*, Paragraph B *Tiered 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 Section 3.9 *Invoicing and Payments (Mandatory)*, Paragraph A *Tax Deduction*;
 - Comprehensive Fleet Maintenance Services reporting capabilities, as specified in Section 3.6 *Reporting (Mandatory)*;
 - 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.**
- B. The following Fleet Maintenance Services are excluded from the scope of this Solicitation and the resultant Contract. The State reserves the right to exclude additional services not listed herein.
- Credit Card Services. The ability for an Authorized User to acquire Product or services via the addition of credit card services to the Vehicle identification card provided to Authorized Users (see Section 3.8 *Fleet Vehicle Identification Card (Mandatory)*), or with any other Fleet Maintenance Service provided under the Contract;
 - Vehicle Rental. Coordinating with a Vehicle rental service, or providing the actual Vehicle rental service, for an Authorized User while a Vehicle is undergoing maintenance or repair at an Automotive Repair Shop;
 - Auction Services. Facilitating auctions or providing other auction-related services, for decommissioned Authorized User Vehicles;

- Vehicle Acquisition. Providing a Vehicle to an Authorized User via a purchase or lease agreement; and
- Staff Augmentation Services. Providing temporary or permanent on-site staff at the Authorized Users' location(s) beyond the duration of a specific on-site repair and/or maintenance service. See Section 1.3 Scope, Paragraph A, Bullet 9.

1.4 Estimated Quantities

The Contract resulting from this Solicitation Shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor Must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$36 million annually (approximately \$1 million in administrative fees; approximately \$35 million in Vehicle repair costs). The individual value of the resultant Contract is indeterminate and will depend upon the competitiveness of the pricing offered. See Appendix B, Section 28 *Estimated/Specific Quantity Contracts* and Section 25 *Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under the Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contract May be a non-exclusive Contract.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contract could vary substantially from the estimates provided in this Solicitation.

1.5 Key Events/Dates

EVENT	DATE	TIME
RFP Release	October 30, 2019	N/A
Closing Date for Bidder Questions	November 14, 2019	5:00 PM ET
OGS Procurement Services Responses to Bidder Questions	December 10, 2019	N/A
Deadline for Submission of Intent to Bid (<i>Not Mandatory</i>)	December 10, 2019	5:00 PM ET
Bid Opening / Due date for Bids	December 19, 2019	11:00 AM ET
Contract Approval Date / Award Publish Date	May 3, 2020 (tentative)	N/A

1.6 Intent To Bid

A Bidder is requested to indicate its intent to Bid by sending an e-mail titled "INTENT TO BID-[BIDDER NAME]" to SST_auto@ogs.ny.gov on or before the date and time indicated in Section 1.5 *Key Events/Dates*. The e-mail should include the Bidder's company name and a contact name and contact information. The intent to bid is not mandatory.

1.7 Pre-Bid Conference

There is no pre-bid conference for this Solicitation.

1.8 NYS Contract Reporter

Bidders Must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you Must “bookmark the ad” on the upper right hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.

Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information May result in your Bid being deemed non-responsive to the Solicitation.

1.9 Bidder Questions

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form Must be emailed to SST_auto@ogs.ny.gov by the date and time indicated in Section 1.5 *Key Events/Dates*. Questions submitted after the deadline indicated May not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers 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 posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter (“NYSCR”). Your company Must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

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 *Questions* period so that they May be given due consideration prior to the submission of Bids. See Section 4.14 *Bid Deviations* for additional information.

1.10 MWBE & SDVOB Interest in Partnering with Bidders

If a New York State certified Minority and/or Women-Owned Business Enterprise (MWBE) or Service-Disabled Veteran-Owned Business (SDVOB) would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “*Solicitation 23168 MWBE or SDVOB INTEREST_COMPANY NAME*” to SST_Auto@ogs.ny.gov on or before November 21, 2019. The e-mail content should include:

1. Company Name;
2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address
3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”);
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB); and
5. Include what locations in NYS the company provides services in.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such email, will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

1.11 Summary Of Policy And Prohibitions On Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder 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, are identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://www.ogs.ny.gov/acpl/>.

1.12 Definitions

Capitalized terms used in this Solicitation Shall be defined in accordance with Appendix B, Section 2 *Definitions*, or as below.

24x7x365 shall mean 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Aftermarket Product Additions" Shall mean the installation of non-OEM equipment (e.g., law enforcement Vehicle accessories, lighting systems, computers, radios, storage systems, and wheelchair lifts) to a Vehicle by a business other than the Vehicle OEM.

"ASE" Shall mean the National Institute for Automotive Service Excellence.

"Automotive Repair Shop(s)" Shall mean a business that is registered with the State, and licensed, if applicable, that provides: (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, or (6) Vehicle roadside assistance and towing.

"Best Value" shall refer to the basis for awarding all service and technology contracts to the Bidder that optimizes quality, cost and efficiency, among responsive and responsible Bidders. (State Finance Law §163 (1)(j)).

"Bid" Shall mean a response submitted to this RFP. The terms Bid and Proposal Shall be used interchangeably for purposes of this Solicitation.

"Bid Deviation" Shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

"Business Day" Shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“**Desired**” Shall refer to items or information that the State has deemed a Bidder May submit, but a Bidder is not required to submit, in response to the Solicitation. These Desired items or information are noted as such, or phrased in terms of “May,” in the Solicitation. A Bid that does not include Desired items or information will not be deemed nonresponsive for failure to include Desired items.

“**Electric Vehicle Supply Equipment (EVSE)**” shall mean electric Vehicle charging station hardware, including, but not limited to, Level 1, Level 2, and DC Fast Charge.

“**Executive Agency**” shall mean all State departments, offices or institutions but, for the purposes of this RFP, excludes the State University of New York and City University of New York. Furthermore, such term shall not include the legislature and the judiciary. For the sake of clarity, the term “Executive Agency” does not include any public benefit corporation, public authority, or local government entity.

“**Fleet Maintenance Services**” Shall mean 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 (which must include both National Account Vendors and Independent Vendors, and if applicable, may include the Contractor’s directly or indirectly owned or operated network of Automotive Repair Shops), to ensure that proper maintenance and warranty repairs are being performed, control authorizations for unscheduled maintenance, and avoid duplicate or unnecessary repairs. See also Section 1.3 *Scope*.

“**Fleet Manager**” Shall mean a designated Authorized User employee who is the point person for the Authorized User’s fleet maintenance and Shall be consulted first for approvals of repairs over a designated value, and for service, accident repair and general maintenance service concerns.

“**Grand Total Score**” Shall mean the sum of the points scored by the Bidder for Part 2: Technical, and Part 3: Financial, as determined by OGS based on Bidders submitted responses on Attachment 1 – Cost Proposal and Attachment 10 – *Technical Submittal*. See also Section 5.0 *Method of Award*.

“**GVWR**” Shall refer to Gross Vehicle Weight Rating, which means the maximum total Vehicle weight, measured at the tire-ground interfaces, for which the Vehicle possesses components adequately rated to safely carry.

“**Independent Vendor**” Shall mean an Automotive Repair Shop that has either a single location or multiple locations in New York, and possibly in other states, with which the Contractor has a formal business relationship, and does not meet the definition of National Account Vendor.

“**Light Duty Vehicle(s)**” Shall mean an Authorized User Vehicle with a GVWR less than or equal to 16,000 pounds, (i.e., Class 1 through Class 4 Vehicles, as designated by the U.S. Department of Transportation), that is primarily meant for passenger transport.

“**Medium to Heavy Duty Vehicle(s)**” Shall mean an Authorized User Vehicle with a GVWR equal to or greater than 16,001 pounds, (i.e., Class 5 through Class 8 Vehicles, as designated by the U.S. Department of Transportation), that is primarily meant for transporting materials. For the purposes of this RFP, “Medium to Heavy Duty Vehicle(s)” Shall include Off Road Equipment.

“**Mandatory**” Shall refer to items or information that the State has deemed that a Bidder Must submit as compulsory, required and obligatory. These items or information are noted as such, or the requirements May be phrased in terms of “Must” or “Shall”. Mandatory requirements Must be met by the Bidder for Bidder’s Proposal to be considered responsive.

“**May**” Shall mean the permissive in a clause or specification of this RFP or a resulting Contract. “May” does not mean “required”. Also see “Shall” and “Must.”

“**Monthly Enrollment Plan**” Shall refer to a plan for Fleet Maintenance Services pursuant to which one (1) flat administrative fee is charged by the Contractor for each monthly period (e.g., calendar month or other thirty (30)-day period), that an Authorized User Light Duty Vehicle or Medium to Heavy Duty Vehicle is enrolled. This

flat administrative fee is in addition to the actual charges for the repair, maintenance, roadside assistance or towing.

“**Must**” denotes the imperative in a clause or specification of this RFP or a resulting Contract. “Must” is synonymous with “Shall,” “required” and “Mandatory”. Also see “May.”

“**MWBE**” Shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**N/A**” is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

“**National Account Vendor**” Shall mean an Automotive Repair Shop that operates facilities throughout the United States or in multi-state regions with which the Contractor has established a formal business relationship involving discounted and/or standardized fees or other arrangements that benefit the Contractor’s customers. Examples of such vendors include Goodyear®, Firestone®, and Pep Boys®.

“**NYS Contract Price**” Shall mean the fee charged to the Authorized User for a Fleet Maintenance Service.

“**NYS Holidays**” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” Shall mean the ten-character identifier issued by NYS Office of the State Comptroller (OSC) when a vendor is registered on the Vendor File System.

“**OEM**” Shall mean Original Equipment Manufacturer.

“**Off Road Equipment**” Shall mean non-vehicular assets that do not operate on public roadways, as defined by NYS Motor Vehicle Law, and which are not required to be licensed by the NYS Department of Motor Vehicles. Such equipment May include, but is not limited to, those assets commonly referred to as manlifts, forklifts, backhoes, front end loaders, and golf carts.

“**Per Occurrence Plan**” Shall refer to a plan for Fleet Maintenance Services pursuant to which one (1) flat administrative fee is charged each time the Authorized User uses a Fleet Maintenance Service for a Light Duty Vehicle or Medium to Heavy Duty Vehicle. This flat administrative fee is in addition to the actual charges for the repair, maintenance, roadside assistance or towing.

“**Preventive Maintenance**” Shall mean maintenance performed on a Vehicle component when it has exceeded its wear limits, or when it has exceeded its life expectancy, in order to prevent the failure of equipment before it actually occurs. Preventive Maintenance activities include, but are not limited to, equipment checks, partial or complete overhauls at specified periods, oil changes, lubrication and replacing worn parts.

“**Procurement Services**” Shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPRO”) and Procurement Services Group (“PSG”).

“**Request for Proposals (RFP)**” Shall refer to this document, and its appendices and attachments.

“**SDVOB**” Shall refer to a NYS-certified Service-Disabled Veteran-Owned Business.

“**SFTP**” Shall mean Secure File Transfer Protocol, a network protocol that provides file access, file transfer, and file management functionalities over any reliable data stream.

“**Shall**” denotes the imperative in a clause or specification of this RFP or a resulting Contract. “Shall” is synonymous with “required.” Also see “May” and “Must”.

“**Small Business**” shall have the meaning as defined in Executive Law Section 310(20).

“**Total Financial Bid (Monthly)**” Shall mean the totals calculated on Attachment 1 – *Cost Proposal*, Section B: *Price Sheet (Monthly)*, to be used in the evaluation of Part 3: Financial, for Monthly Enrollment Plans.

“**Total Financial Bid (Per Occurrence)**” Shall mean the totals calculated on Attachment 1: *Cost Proposal*, Section D: *Price Sheet (Per Occurrence)*, to be used in the evaluation of Part 3: Financial, for Per Occurrence Plans.

“**Vehicle(s)**” Shall mean a mobile machine that May be used to transport passengers or cargo (e.g., cars, vans, SUVs, pickup trucks, chassis cab trucks and associated bodies, and Off-Road Equipment). Light Duty Vehicles and Medium to Heavy Duty Vehicles are collectively referred to as “Vehicles” in this RFP.

“**VMRS**” Shall mean Vehicle Maintenance Reporting Standards, developed by and for equipment users under the auspices of the ATA.

“**Written**” Any writing that makes use of words. Examples of Written communications include e-mail, Internet websites, letters, proposals, and contracts.

1.13 Appendices and Attachments

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

Appendix A – *Standard Clauses for NYS Contracts* (October 2019)

Appendix B – *General Specifications* (April 2016)

Appendix C – *Contract Modification Procedure*

Attachment 1 – *Cost Proposal*

Attachment 2 – *NYS Required Certifications*

Attachment 3 – *Encouraging Use of NYS Businesses*

Attachment 4 – *Insurance Requirements*

Attachment 5 – *Bidder Information Questionnaire*

Attachment 6 – *Bidder Submission Checklist*

Attachment 7 – *Bidder Questions Form*

Attachment 8 – *Report of Contract Usage*

Attachment 9 – *References*

Attachment 10 – *Technical Submittal*

Attachment 11 – *Data Export Requirements*

1.14 Conflict of Terms

Conflicts among the documents comprising the Solicitation Shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation.

2. BIDDER QUALIFICATIONS

A Bidder Shall describe on Attachment 10 – *Technical Submittal*, Section B: *Bidder Response to Technical Requirements*, how their organization meets the Bidder qualification requirements of the RFP listed below. A Bidder is advised that the State's intent in having the requirements listed below is to ensure that only a qualified and reliable Contractor performs the work of the Contract. A Bidder Shall have the burden of demonstrating to Procurement Services' satisfaction that it can in fact perform the work required. In order for a response to a Mandatory RFP requirement to be acceptable, a Bidder Must provide sufficient information for OGS to assess the Bidder's ability to perform the requested services. A general response to any Mandatory RFP requirement that is merely a non-specific statement that the requirement can be met (e.g., "will meet requirement") May subject the Bidder to disqualification of its Proposal. Notwithstanding the previous sentence, a Mandatory requirement specifically asking the Bidder to affirm that it meets the requirement does not require a detailed description or explanation. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work.

2.1 Executive Summary (Mandatory)

A Bidder Shall provide an executive summary including profiles of its operations and qualifications. These profiles Shall outline the Bidder's:

- A. Operations. Provide business locations (e.g., primary location, additional processing centers, backup sites), and corporate structure using organizational charts;
- B. Technical qualifications. Provide an overview, preferably including diagrams, to Bidder's approach to providing Fleet Maintenance Services, highlighting the strengths and capabilities of the Bidder to provide such services; and
- C. Experience. Provide details regarding areas of expertise and overall experience with Fleet Maintenance Services.

2.2 Staffing Plan for Contract (Mandatory)

A Bidder Shall provide a staffing plan that will identify the numbers and types of staff employed by the Bidder (excluding Automotive Repair Shops staff) that will implement the Contract. The staffing plan Shall include:

- A. Titles of employees;
- B. Job descriptions for titles;
- C. Minimum qualifications for each job title;
- D. Number of employees currently employed for each title;
- E. Notarized statement from the head of Bidder's human resources department, or equivalent, certifying the total number of employees currently in the titles identified by Bidder above, and that the employees currently meet or exceed the minimum qualifications for each of the titles; and
- F. Notarized statement from the head of Bidder's human resources department, or equivalent, certifying that personnel responding to maintenance and repair calls have a minimum of three (3) years' experience in the automotive industry as a technician or service writer, and are ASE Certified Mechanics and/or ASE Certified Master Mechanics.

If awarded a Contract, the Contractor Must maintain adequate staffing throughout the Contract term and Shall notify Procurement Services of substantive staffing changes. The Contractor Must maintain or improve the described level of experience and expertise of the titles that interact directly with the Authorized Users and/or

Automotive Repair Shops, and that service any other technical, financial and customer service-related needs of the Contract.

2.3 Relevant Work Experience (Mandatory)

The Bidder Shall demonstrate a minimum of three (3) years' experience providing Fleet Maintenance Services to one (1) government (i.e., federal or state government or their subdivisions) or private entity fleet equaling 5,000 or more Vehicles enrolled in Bidder programs. The work experience Must include either a current contract, or one that has expired no more than one (1) calendar year from the "Bid Opening / Due date for Bids" date as indicated in Section 1.5 *Key Events/Dates*. The Proposal Must list and describe the Bidder's relevant work experience providing Fleet Maintenance Services to the entity identified. Descriptions Must include the size, scope and duration of the contract, specifying the time period the work was performed.

2.4 Relevant Work Experience (Desired)

The Bidder Shall demonstrate experience providing Fleet Maintenance Services to additional government (i.e., federal or state governments or their subdivisions) or private entity fleets. The Proposal Must list and describe the Bidder's relevant work experience providing Fleet Maintenance Services to the entities identified. Descriptions Must include the size, scope and duration of each contract, specifying the time period the work was performed.

2.5 References (Mandatory)

A Bidder Shall provide a minimum of three business (3) references. References Shall be provided on Attachment 9: *References*. One (1) of the three (3) references Shall be from the government or private entity identified by the Bidder in response to Section 2.3 *Relevant Work Experience (Mandatory)*. The other two (2) references Shall preferably be governmental accounts and should demonstrate the ability of the Contractor to perform jobs similar in scope to the size, nature and complexity of the outlined Bid. Each reference Shall include the following information:

- A. Entity name;
- B. Entity address;
- C. Contact Person name;
- D. Contact Person telephone number;
- E. Contact Person email address;
- F. Contract Number (if applicable);
- G. Number of years Bidder has serviced the referenced entity's account;
- H. Types of programs under contract with the Bidder;
- I. The number of Vehicles enrolled in contract programs; and
- J. Additional information (if applicable).

3. SPECIFICATIONS

The Bidder Must provide a detailed narrative response on Attachment 10 – *Technical Submittal*, Section B: *Bidder Response to Technical Requirements*, which fully discusses and describes the manner in which it meets or exceeds the following service requirements for Fleet Maintenance Services. The Bidder's response Must specifically address the unique needs of the State. **Note: If a Bidder does not currently have an established process that meets a mandatory requirement, the Bidder May submit a plan for how that requirement will be met under the resultant contract, that includes a timeframe for implementation of no longer than three (3) calendar weeks after notice of tentative award. Upon notice of tentative award, a Bidder Must implement such plan(s), and provide evidence that the required process is in place and fully functional**

prior to Contract execution by OGS. A Bidder's failure to provide evidence by the deadline stated by OGS in the tentative award notification letter that the process is in place and fully functional will delay award of the resultant contract, and May render the Bid non-responsive and result in the disqualification of the Bid.

3.1 Automotive Repair Shops (Mandatory)

A Contractor Must provide, for the life of the Contract, 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 Must be available for Light Duty Vehicles and Medium to Heavy Duty Vehicles in all counties in NYS, and locations nationwide. Fleet Maintenance Services provided in relation to Automotive Repair Shops Shall include:

- A. A list of Automotive Repair Shops in NYS available for use with the Contract, to be maintained by the Contractor and available on the Contractor's website in a database searchable by ZIP code, and available to Authorized Users via download in Excel format (Microsoft Excel 2010, or newer), and/or via email from the Contractor when requested. At a minimum, the list Shall be updated monthly, and Shall include the following data fields for each Automotive Repair Shop:
1. Business name;
 2. Business address (physical location);
 3. County where the business is located;
 4. Phone number;
 5. Type of Automotive Repair Shop (i.e., National Account or Independent Vendor); and
 6. Type of service available (e.g., inspection, general maintenance and repair, body repair, glass repair, emergency vehicle repair, and roadside assistance/towing).

A Bidder Shall provide a complete listing, in Excel format (Microsoft Excel 2010, or newer) or via a link to the Bidder's website, with its Bid submission, of Automotive Repair Shops that will participate in the resultant Contract.

- B. A process for the Authorized User to request an addition to the list of Automotive Repair Shops available for use with the Contract.
- C. A process for the Authorized User to report an Automotive Repair Shop that is not performing work that is considered satisfactory by the Authorized User, and a Contractor response process when such reports are received.
- D. A Process to review Automotive Repair Shop estimates for potential duplicate or unnecessary repairs, prior to commencement of work. Contractor Shall be responsible for the cost of duplicate repairs (i.e., the same repair performed twice), identified by the Authorized User, when the initial repair was trackable by the Contractor at the time of the duplicate repair.
- E. A process for collecting a valid odometer reading for each Vehicle at the time of service with an Automotive Repair Shop, and for verifying that the odometer reading is obtained by the Automotive Repair Shop through a visual check of the Vehicle rather than one reported by the vehicle driver.
- F. The processing and payment for all charges associated with Automotive Repair Shops performing maintenance and repair of participating Authorized User Vehicles, and billing the Authorized User in accordance with Section 3.9 *Invoicing and Payments (Mandatory)*. Services provided Shall include, but not be limited to:

1. A process to minimize Authorized User Vehicle repair costs that includes the review of all Automotive Repair Shop invoices to ensure cost is consistent with approved repair estimates, and that price is reasonable;
 2. Negotiation with Automotive Repair Shops to provide the lowest rate possible on individual repairs and for overall labor and parts rates on behalf of NYS, prior to authorizing a service;
 3. An audit process to review Automotive Repair Shop costs utilizing 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. The Contractor Shall have a process for accepting exceptions to nationally recognized guide(s);
 4. Any Automotive Repair Shop rebates, discounts or rewards that will be applied to Authorized User costs Shall be disclosed by the Bidder on Attachment 1 – *Cost Proposal*, Section D: *Price Sheet (Other)*; and
 5. Payments of valid invoices Shall be made according to the terms of Section 3.9 *Invoicing and Payments (Mandatory)*, Paragraph G *Payment to Automotive Repair Shops*. Contractor practices such as “short paying” of Automotive Repair Shops for their services, merchant function charges, fees, percentage rebates and/or bank fees for EFT payments related to Fleet Maintenance Services Shall not be endorsed or accepted by the State.
- G. A process for assisting with the resolution of any disputes related to the Contract that occur between the Automotive Repair Shops and Authorized Users, and Contractor Shall implement this process if requested by an Authorized User.

3.2 Monthly Enrollment Plans (Mandatory)

The Contractor Shall offer a minimum of two (2) Monthly Enrollment Plans for Fleet Maintenance Services: one (1) plan for Light Duty Vehicles; and one (1) plan for Medium to Heavy Duty Vehicles (see Section 3.11 *Additional Fleet Maintenance Services (Desired)*, Paragraph J *Bidder-Proposed Fleet Maintenance Services and Products*, if offering additional Monthly Enrollment Plans). All services listed under Section 3.1 *Automotive Repair Shops (Mandatory)* Shall be applicable to all Monthly Enrollment Plans offered under the Contract.

A Vehicle’s enrollment in a Monthly Enrollment Plan does not preclude usage of a Per Occurrence Plan by an Authorized User for that same Vehicle, or other Authorized User Vehicles (see Section 3.3 *Per Occurrence Plans (Mandatory)*). An Authorized User May independently obtain and be invoiced for a service, (e.g., body repair, roadside assistance, and towing), for a Vehicle that is enrolled in a Monthly Enrollment Plan, from an Automotive Repair Shop that participates in the Contract, and be invoiced only for the services provided and not incur a Per Occurrence Plan administrative fee.

The Contractor Shall further provide the following additional services with each Monthly Enrollment Plan:

- A. Ongoing Fleet Maintenance Services, for each Vehicle enrolled, for one (1) flat administrative fee, invoiced monthly in arrears. There Shall be one (1) flat administrative fee for Light Duty Vehicles and one (1) for Medium to Heavy Duty Vehicles. Authorized Users Shall not be invoiced a monthly fee that has not been specified on Attachment 1 – *Cost Proposal* (e.g., Independent Vendor fee) for the Monthly Enrollment Plans. *A Bidder Shall indicate if an Independent Vendor fee is included in the monthly fees, and provide an explanation for the use of an Independent Vendor fee;*
- B. Service technicians to review and pre-approve each Vehicle maintenance and repair service 24x7x365. The Authorized User Shall have the ability to designate a dollar amount limit for Vehicle maintenance and repair costs that require prior approval from the Authorized User before work May begin. The Contractor Shall obtain Written approval from the Fleet Manager for all services estimated to exceed the designated dollar amount limit prior to authorizing the service. If an Authorized User has not pre-designated a dollar amount limit for Vehicle maintenance and repair costs that require prior Written approval before work May

begin, then the dollar amount Shall be \$750. If the Fleet Manager is not immediately available to give approval, Contractor Shall obtain approval from the designated alternate contact and provide email notification to the Fleet Manager;

- C. Respond to an Authorized User request for routine and emergency services within one (1) hour of the request, via telephone and/or email exchange, as specified by the Authorized User;
- D. A process to monitor Vehicle repairs to ensure the repairs are completed within a reasonable timeframe for the scope of the repair, and that includes notification of an expected repair completion date/time to the Authorized User;
- E. A process for tracking and auditing performance standards and requirements for Automotive Repair Shops. These performance standards and requirements, established by the Contractor, Shall include, at a minimum, price, quality assurance, vendor competence, cooperation and problem resolution methods, compliance with repair authorization procedures and invoicing dispute procedures. A list of Automotive Repair Shops that are unable to meet the established performance standards and requirements Shall be posted on the Contractor's website and updated at least weekly;
- F. Assistance with selection of an Automotive Repair Shop from those available for use with the Contract, when requested by an Authorized User;
- G. A list of Authorized User Vehicles currently enrolled in the Monthly Enrollment Plans, that is available for download from the Contractor's website and updated at least daily;
- H. The ability for Authorized Users to enroll or remove Vehicles from a Monthly Enrollment Plan at any time during a Monthly Enrollment Plan period, online, via email, and via phone. Cancellation Shall include: (1) removal from the Contract website; (2) a statement issued to the Authorized User that the Vehicle has been removed from the Monthly Enrollment Plan; and (3) a definitive cancellation code or other indicator included on the Contract website and Contract reports. The monthly fee for a partial enrollment period Shall be prorated so that the Authorized User is invoiced only for the number of days that a Vehicle is enrolled in the Monthly Enrollment Plan;
- I. A process for ensuring that all Vehicles enrolled in a Monthly Enrollment Plan are screened by the Contractor's system to ensure that the Vehicle Identification Numbers ("VINs") entered are correct, (i.e., correspond to the basic identifying information about the Vehicle, including the make, model and year). The Contractor Must also provide an online VIN decoder program to assist the Authorized User with this process;
- J. Standardized pricing with at least one (1) National Account Vendor that provides Vehicle glass replacement and repair. The standardized pricing Must include a method for determining, for each Vehicle glass part number available from the vendor, a flat rate for glass replacement that includes the price of the glass, the labor charges for the removal of the old glass, the installation of the new glass, glass cleanup and any sealants needed for the replacement. The standardized pricing Must also include a flat rate for glass repair that includes labor charges for removal of debris from the impact area and repair of the glass, and the price of materials needed for the repair. In addition, the Contractor Shall negotiate with Automotive Repair Shops that provide glass replacement and repair, for a not-to-exceed fee for glass replacement or repair, prior to Contractor authorizing each glass replacement or repair requested by an Authorized User;
- K. A negotiated storage rate for Authorized User Vehicles to be stored at each Automotive Repair Shop for the first twenty-four (24) consecutive hours, and for each twenty-four (24) hour period thereafter. Maximum reimbursable storage rate time will be for five (5) days, including weekend days, unless previously agreed upon in writing by the Authorized User. The Contractor Shall negotiate the rate for storage beyond five (5) days, and receive Written approval from the Authorized User, prior to approving continued storage of a Vehicle by an Automotive Repair Shop. Storage charges Shall only be invoiced provided that the Contractor has been notified by the Automotive Repair Shop and that the Contractor has notified the

Authorized User that such charges are being initiated;

- L. A Vehicle Preventive Maintenance program which, at a minimum, is consistent with OEM specifications and warranty requirements, State inspection schedule implementation, government regulations that apply, and generally accepted fleet practices for all Vehicles enrolled in a Monthly Enrollment Plan. The Preventive Maintenance program Shall provide:
1. Preventive Maintenance schedules and maintenance activities for all Authorized Users;
 2. Preventive Maintenance services, based on Vehicle mileage, that include, at a minimum, oil and filter changes, engine tune-ups, tire rotation, tire pressure check and adjustment, and check and fill of all fluid levels. Such services Must be consistent with the OEM guidelines as detailed in the Vehicle's owner's manual. Annual NYS inspection service Shall also be included in the Preventive Maintenance schedule;
 3. Email notification to the Authorized User, via the Fleet Manager, or other individual designated by the Authorized User, of due and overdue Preventive Maintenance services for each Vehicle, within forty-eight (48) hours of notification to the Contractor that the mileage marker for the Preventive Maintenance service has been reached;
 4. The ability for the Authorized User to designate a Preventive Maintenance schedule that is above and beyond what is recommended by an OEM;
 5. A coupon book, or email notification to the Authorized User, as specified by the Fleet Manager, that includes, at a minimum, each Preventive Maintenance service required, and the recommended or Authorized User-designated mileage increment(s) or time interval(s) for completion of the service, for each Vehicle; and
 6. A sample Preventive Maintenance schedule, provided at the Authorized User's request, for programs currently being used by other customers.
- M. Participation in quarterly account review meetings with participating Authorized Users, if requested, for the full duration of the contract, including any renewal period(s). If requested by the Authorized User, the Contractor Shall provide a report of the actual attainment of Authorized User cost savings for services listed in this section. Such meetings Shall be conducted via conference call or webcast, as specified by the Authorized User;
- N. Participation in bi-annual Contract review meetings with OGS, if requested, for the full duration of the contract, including any renewal period(s), to provide Fleet Maintenance Services program updates and other maintenance-related or accident-related issues identified by OGS or the Contractor. Such meetings Shall be conducted via conference call or webcast, as specified by OGS;
- O. A process for tracking all existing warranties for Vehicles enrolled in a Monthly Enrollment Plan and recouping warranty reimbursements on behalf of the Authorized User, and a process for recovery of post-warranty and out-of-warranty repairs which includes, at a minimum:
1. Identification of OEM warranty repair opportunities for Vehicles and notification to the Authorized User(s) affected;
 2. Monitoring of repair activities and notifying Authorized Users of repairs eligible for warranty reimbursement; and
 3. Seeking reimbursement from OEMs on behalf of the Authorized User for out-of-warranty repairs or service when circumstances so warrant.

- P. A process for monitoring OEM recalls that affect Vehicles enrolled in a Monthly Enrollment Plan, and notifying the applicable Authorized User in writing of all recalls, which includes, at a minimum:
1. Notifying the OGS Contract Administrator and Authorized User Fleet Managers via email of all OEM recalls within twenty-four (24) hours of the Contractor receiving notification from the OEM;
 2. Creating or scheduling work orders in response to recalls only with prior authorization from the Authorized User;
 3. Recall notification that includes all Vehicle makes and models enrolled in a Monthly Enrollment Plan; and
 4. Inclusion of the status of recalls (e.g., open or closed) in the Vehicle data available for Authorized User enrollment and transaction reports at the Contract website (see Section 3.6 *Reporting (Mandatory)*).

3.3 Per Occurrence Plans (Mandatory)

A Contractor Shall offer the following Per Occurrence Plans for Fleet Maintenance Services that will provide service for Authorized Users of Light Duty Vehicles and Medium to Heavy Duty Vehicles. Per Occurrence Plans Shall provide a per-incident Fleet Maintenance Service for a Vehicle for one flat administrative fee each time the Per Occurrence Plan service is used. This flat administrative fee is in addition to the actual charges for the repair or service. All services listed under Section 3.1 *Automotive Repair Shops (Mandatory)* Shall be applicable to the Per Occurrence Plans offered under the Contract.

For all Per Occurrence Plans, the Contractor Must provide the ability for Authorized Users to enroll or remove Vehicles from services daily, online, via email, and via phone. Removal from the Per Occurrence Plan Shall include: (1) removal from the Contractor's website; (2) a statement issued to the Authorized User that the Vehicle has been removed from the program to prevent service and billing under a program; and (3) a definitive cancellation code or other indicator included on the Contract website and Contract reports.

Usage by an Authorized User of a Per Occurrence Plan for a Vehicle does not preclude enrollment of that same Vehicle, or other Authorized User Vehicles, in a Monthly Enrollment Plan (see Section 3.2 *Monthly Enrollment Plans (Mandatory)*). An Authorized User May independently obtain and be invoiced for a service, (e.g., body repair, roadside assistance, and towing), for a Vehicle that is enrolled in a Monthly Enrollment Plan, from an Automotive Repair Shop that participates in the Contract, and not incur a Per Occurrence Plan administrative fee.

At a minimum, the following Per Occurrence Plans Shall be offered under the Contract (see Section 3.11 *Additional Fleet Maintenance Services (Desired)*, Paragraph J, *Bidder-Proposed Fleet Maintenance Services and Products*, if offering additional Per Occurrence Plans):

- A. Maintenance and Repair Programs. Contractor Shall offer Maintenance and Repair Programs, as described in Section 3.2 *Monthly Enrollment Plans (Mandatory)*, on a Per Occurrence basis, for Light Duty Vehicles and for Medium to Heavy Duty Vehicles. These Per Occurrence Plans Shall include all aspects of the Monthly Enrollment Plans, except Preventive Maintenance (see Section 3.2 *Monthly Enrollment Plans (Mandatory)*, Paragraph L).
- B. Accident Management. Contractor Shall offer the following Accident Management program options for Authorized Users of Light Duty Vehicles and Medium to Heavy Duty Vehicles. A Contractor Shall have a flat administrative fee for each of the Accident Management program options listed below. An Authorized User Shall have the ability to choose the All-In program, or one or more individual programs, at the time of the incident. *Note*: State Agencies covered by the Self-Retained Auto Program (SRAP) are instructed to follow the accident reporting procedures posted by the OGS Fleet Management office: <https://ogs.ny.gov/fleet-management>. Accident Management Programs Shall be provided under the Contract according to the following terms:

1. All-In. The All-In Accident Management Program offered Shall include all aspects of accident management, including the individual services listed below (i.e., Documentation Only, Repair Estimates Only, Appraisal Only, and Subrogation Only). Accident management services provided Shall include administering all collision and other-than-collision (e.g., glass breakage, theft, and vandalism) claims and repairs on Vehicles including, but not limited to:
 - a) Receiving reports of accidents via a toll-free number, 24x7x365;
 - b) Taking comprehensive accident reports from Authorized Users, completing Association for Cooperative Operations Research and Development (ACORD) Automobile Loss Notice forms and forwarding via email the forms to the OGS Fleet Management office for vehicles covered under SRAP, the Authorized User's Fleet Manager and the Authorized User employee involved in the accident, or as otherwise instructed by the Authorized User;
 - c) Creating a file in the Contractor's internal information system for each accident, to track Accident Management services;
 - d) Providing the ability for an Authorized User to report and view the status of Accident Management services online through the Contractor's website;
 - e) Providing a database, available online through the Contractor's website and accessible 24x7x365, to OGS to track and report all Contract Vehicle accident volume and expenses by Authorized User. Individual accident occurrences Shall be identified by, at a minimum, Authorized User agency, Vehicle, accident type and cost;
 - f) Obtaining and evaluating every damage repair estimate for accuracy and consistency with industry standards;
 - g) Arranging for towing and negotiating the cost, when necessary;
 - h) Arranging for repairs with an Automotive Repair Shop, including obtaining Authorized User authorization for the repair;
 - i) Monitoring repairs to ensure that the repair is timely, of high quality and performed at the least cost to the State;
 - j) Consolidating payment and billing of collision repairs and tracking of collision repair costs; and
 - k) Providing the Fleet Manager, and Authorized User employee permanently assigned the Vehicle, with status updates daily regarding repair status either via email or telephone.
2. Documentation Only. A Documentation Only Accident Management Program Shall be offered. Services offered Shall include, at a minimum, obtaining accident reports, claim reporting, and obtaining pictures of Vehicle damage.
3. Repair Estimates Only. A Repair Estimates Only Accident Management Program Shall be offered. Services offered Shall include, at a minimum, securing repair estimates for Vehicles from an Automotive Repair Shop.
4. Appraisal Only. An Appraisal Only Accident Management Program Shall be offered. Services offered Shall include, at a minimum, providing appraisal service for the Vehicle, in order to assess and determine the estimated value of a Vehicle involved in an accident.
5. Subrogation Only. A Subrogation Only Accident Management Program Shall be offered. A Contractor Shall track and follow up on subrogation incidents on behalf of the Authorized User. A Contractor Shall offer this service for either one flat administrative fee or for a percentage of the dollar amount recovered by the Contractor, as specified by the Authorized User at the time the service is requested. Services offered under the Contract Shall include:
 - a) A review of all accident or vandalism claims for the opportunity to collect damages from a responsible (negligent) third party;

- b) Filing a subrogation claim notice on behalf of the Authorized User, if requested, with the other party involved in the accident, or their insurance carrier;
 - c) If requested by the Authorized User, a sample report demonstrating how the subrogation claims will be tracked and followed up on; and
 - d) A quarterly accident subrogation status report, provided to the Authorized User, that identifies resolved and outstanding claims for the applicable quarter.
- C. Roadside Assistance. A Contractor Shall offer administration of roadside assistance service provided by Automotive Repair Shops, 24x7x365, for Light Duty Vehicles and Medium to Heavy Duty Vehicles. Administrative fees for Per Occurrence Plan calls to Automotive Repair Shops that provide roadside assistance, and arranging for service, Shall not exceed the Per Occurrence Plan Administrative fee Bid. Roadside assistance Shall be provided under the Contract according to the following terms:
- 1. Contractor Shall contact Automotive Repair Shops that provide roadside assistance when contacted by Authorized Users, in order to provide roadside repair services in NYS, and locations nationwide. Service should be provided within two (2) hours of a service call. If the response time is expected to exceed two (2) hours, the Contractor Must notify the Authorized User at the time of the service call, and provide an anticipated response timeframe. The Authorized User reserves the right to request service from another Automotive Repair Shop, or cancel the service request, if the anticipated response time is expected to exceed two (2) hours.
 - 2. Roadside assistance Shall include, but is not limited to:
 - a) Battery jumpstarts and engine service;
 - b) Driver lock out service;
 - c) Flat tire assistance; and
 - d) Fuel/oil/engine fluids and water service.
 - 3. Upon Authorized User request, Contractor Shall provide detailed, itemized invoices for roadside assistance provided under the Contract. The Contractor will be responsible for providing detailed information to the Authorized User, including explanations regarding miscellaneous charges; and
 - 4. Payment to Contractor for roadside assistance Shall not be made prior to Authorized User receipt and review of Contractor's supporting details regarding the invoiced charges.
- D. Towing. A Contractor Shall offer administration of towing service provided by Automotive Repair Shops, 24x7x365, for Light Duty Vehicles and Medium to Heavy Duty Vehicles. Towing service Shall be provided under the Contract according to the following terms:
- 1. Contractor Shall contact an Automotive Repair Shop that provides towing service within fifteen (15) minutes of notification from an Authorized User that towing service is required, and provide the Authorized User with an estimated response time from the Automotive Repair Shop. A response time of no more than one (1) hour for the service to arrive at the scene after the call is initiated is desired. If this cannot be provided by the Automotive Repair Shop, the Contractor Shall contact other area Automotive Repair Shops to determine if a shorter response time can be provided;
 - 2. The Contractor Shall negotiate with the Automotive Repair Shops that provide towing services, for a not-to-exceed hookup fee, plus mileage, prior to Contractor authorizing dispatch for each towing service requested by an Authorized User;
 - 3. Priority Shall be given to existing State, and other applicable Authorized User-contracted towing vendors for towing services. The State currently has existing towing service contracts for limited access highways and bridges (e.g., NYS Thruway, and bridges and tunnels operated by the Metropolitan Transportation Authority), and the City of New York ("NYC") currently has existing towing service contracts for towing from NYC highways. If towing service is not available from a State or other

applicable Authorized User-contracted towing vendor, the Contractor May contact other towing vendors in order to provide towing service for an Authorized User Vehicle;

4. Calls placed to an Automotive Repair Shop that provides towing service Shall be considered the same as a call placed for a Per Occurrence Plan event and Shall not exceed the Bid Per Occurrence Plan price for towing; and
5. Upon Authorized User request, Contractor Shall provide detailed, itemized invoices for towing services provided under the Contract. The Contractor will be responsible for providing detailed information to the Authorized User, including explanations regarding miscellaneous charges.

3.4 Customer Service Support Center (Mandatory)

A Contractor Must provide a customer service support center to support all services required in this RFP for no additional administrative fees. The customer service support center Shall be available for Authorized Users 24x7x365. Services Shall include, but not be limited to:

- A. Toll-free telephone access with average hold time of no more than one (1) minute;
- B. Authorized User assistance with initial and ongoing enrollment in Contractor programs, including but not limited to:
 1. Requesting, from each Authorized User at the time of enrollment, a key entry code or other specific identifier for its fleet, which Shall be incorporated into the Contractor's internal information technology system, if provided by the Authorized User;
 2. Assignment of a code that will be used in the Contractor's internal information technology system to identify the Authorized User as a State Agency or non-State Agency. Unless otherwise agreed upon by OGS, a State Agency Shall be coded as "1" and a non-State Agency Shall be coded as "2";
 3. Identifying each Authorized User in the Contractor's internal information technology system by either the specific complete name and agency abbreviation of the State Agency (e.g., Department of Transportation, DOT), or the specific complete name of the non-State Agency, (e.g., Onondaga County Water Authority), that the Authorized User represents; and
 4. Identifying each Authorized User in the Contractor's internal information technology system by the Agency Statewide Financial System (SFS) Department ID, if applicable; and
- C. Personnel responding to maintenance and repair calls that have a minimum of three (3) years' experience in the automotive industry as a technician or service writer and are ASE Certified Mechanics and/or ASE Certified Master Mechanics. See Section 2.2 *Staffing Plan for Contract (Mandatory)*.

3.5 Contract Website (Mandatory)

Contractor Shall provide a Contract website, for no additional administrative fees, with at least the following capabilities and services:

- A. Access. Online access Must be available 24x7x365. Information technology customer service Shall be available through a toll-free number, and through email, during standard business hours;
- B. Enrollment/Cancellation. The Authorized User Shall have the ability to enroll or remove a Vehicle from Contractor programs online at the Contract website, at any time;
- C. Itemization. The Contract website Shall include itemized Vehicle Fleet Maintenance Services data for each Authorized User that includes, for each enrolled Vehicle, at a minimum, the data required under Section 3.6 *Reporting (Mandatory)*. Costs for Fleet Maintenance Services, including Vehicle maintenance and repair

Shall be posted online within one (1) hour of implementation or completion of the service;

- D. Training. The Contractor Shall provide online tutorials, webcast training and other remotely provided training requested by the Authorized User, in the use of the Contract website, at no additional fee. In-person training Shall be provided only at the request of an Authorized User. Reimbursement to the Contractor for travel, meals and lodging expenses for in-person training conducted by Contractor employees who do not reside in the local commuting area for the work site, Shall be made in accordance with the State's Travel Reimbursement Manual published by the NYS Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates;
- E. Restricted Access. The Contract website Shall include security features capable of providing tiered, restricted account access for individuals within the Authorized User's organization, as designated by the Fleet Manager. Contractor Shall also have a security plan that will be utilized to ensure the protection of Authorized User information and that access to such information is controlled and restricted to authorized Contractor personnel only;
- F. Data Backup. Contractor Must demonstrate that the information included in the Contract website is backed up and stored in more than one (1) location to prevent loss of data in the event of disasters, (e.g., fires, hurricanes, tornadoes or theft). Data Must be recoverable within forty-eight (48) hours; and
- G. Performance. The Contract website Shall be available 99% of the time, measured quarterly. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. Availability Shall not include scheduled maintenance. Contractor's failure to satisfy performance standards, requirements or other service levels set forth in the Contract for the Contract website Shall result in a credit as follows: If Contractor fails to meet a Contract website performance standard as set forth in the Contract for a period of three (3) consecutive months, a 10% service credit will be deducted from each Authorized User's invoice in the month immediately following the third month.

3.6 Reporting (Mandatory)

The Contractor Shall provide standard and ad hoc OGS and Authorized User reports including, at a minimum, the following types of reports:

- A. Authorized User online Vehicle enrollment and transaction reports. To exercise control over programs, each Authorized User requires on-demand, online reports, based on Authorized User input criteria, of Vehicle enrollment and Automotive Repair Shop data. It is anticipated that in most cases daily and monthly reporting will be necessary to provide the information needed to reconcile payments and to monitor Automotive Repair Shop usage. The Contractor Shall provide a website that OGS and the Authorized User May access to produce Authorized User transaction reports in both Excel (Microsoft Excel 2010, or newer), and text formats. OGS requires access to all Authorized User Vehicle enrollment and transaction data collected under the contract, and the ability to produce reports that include such data for multiple Authorized Users, and for statewide reports. The reports and the data collected to produce the reports are confidential and May only be shared with parties other than OGS with the prior approval of the applicable Authorized User, or as mandated by issuance of an NYS executive directive (e.g., a directive from NYS Department of Budget). Unless otherwise specified by an Authorized User, the report types that are required, include:
 - 1. Number of Vehicles enrolled in each Contractor program;
 - 2. Contractor program(s) each Vehicle is enrolled in;
 - 3. Automotive Repair Shops used by each Authorized User, monthly and annually, organized by provider type (e.g., maintenance vendor, towing);
 - 4. Authorized User spend on each type of maintenance or repair service, listed by Authorized User account, division, sub-division and Vehicle;

5. Itemized maintenance and repair services and parts provided for each Vehicle, and by each Automotive Repair Shop;
6. Identification of “reworks” (i.e., repeat performance of service or repair because problem has not been resolved, same problem still exists, repair or service was not satisfactory, etc.);
7. Post-warranty and out-of warranty servicing and repair reports that include repair activities and post-warranty adjustment credit;
8. Manufacturer recalls affecting Vehicles enrolled in Monthly Enrollment Plans, including the status of the recall (e.g., open or closed); and
9. Accident management data that includes VIN, date and time of accident, location and cause of accident, and itemized Vehicle service and repair costs.

In addition to the report types listed above, the Authorized User Shall have the ability to produce customized ad hoc reports, based on Authorized User input criteria, on-demand, online. If requested by the Authorized User, the Contractor Shall produce these customized ad hoc reports for the Authorized User, in the format required by the Authorized User, for no additional fee.

- B. Authorized User Data Export. At the Authorized User’s Written request, the Contractor Shall export Vehicle enrollment and transaction reports into a data file that May be imported by the Authorized User. Data Shall be provided in a tab-delimited or similar text file, (a fixed width text file, not comma or tab-delimited, is preferred), or Microsoft Office (2010 or newer) compatible file format that can be imported directly to Microsoft Excel or Access. At a minimum, Contractor Shall have the ability to provide Authorized Users with the data inputs identified as “Mandatory” in Attachment 11 – *Data Export Requirements*, Tab A: *Authorized User Transaction File*. Data Shall be provided at the frequency specified by the Authorized User (e.g., monthly or daily). At the Written request of the Authorized User, Contractor Shall provide details of applicable coding structures such as an update task code list with codes and descriptions where applicable. See also Section 3.7 *Data Import and Export (Mandatory)*.
- C. Authorized User Account Review Report. At the Written request of an Authorized User, Contractor Must provide an emailed and/or webcast report that provides a review of the Authorized User’s account, at no additional cost. The report Shall be made in-person only at the request of the Authorized User. Reimbursement to the Contractor for travel, meals and lodging expenses for an in-person report for employees who do not reside in the local commuting area for the report site, Shall be made in accordance with the State’s Travel Reimbursement Manual published by the NYS Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.
- Unless otherwise agreed upon by the Authorized User, the Account Review Report Shall include, but not be limited to:
1. Vehicle service and repair account activity, summarized by Vehicle class and repair code;
 2. Repair trends by vendor, agency, region, and Vehicle type;
 3. Number of roadside assistance and tow occurrences, including the average response time;
 4. List of overdue, scheduled Preventive Maintenance;
 5. Subrogation summary that includes completed actions and recovery amounts, and those over 120 days old;
 6. Cost comparisons of items 1 through 5 above, described in detail, with other similar-sized fleets; and
 7. Other information as May be deemed necessary by the Fleet Manager.
- D. Report of Contract Usage. See Section 6.20 *Report of Contract Usage*.
- E. Monthly MWBE Contractor Compliance Report. See Section 6.21 *Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned*

Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.

3.7 Data Import and Export (Mandatory)

The Contractor Shall import Vehicle data from previous State Fleet Maintenance Services vendors' databases into the Contractor's internal information system upon Contract execution, and Shall export Vehicle data collected under the Contract to OGS and Authorized Users during the full term of the Contract, for no additional administrative fee. The Contractor Shall provide the following import and export services:

- A. Historical data collected under OGS centralized State Contract PS66689, (Group 72002, Award 22752, Fleet Management Services), held by Automotive Rentals Inc. (ARI), Shall be imported into the Contractor's internal information technology system. At the request of OGS or an Authorized User, historical data Shall also be imported from contracts held by Authorized Users;
- B. At the request of OGS or an Authorized User, the Contractor Shall import Vehicle service and repair history from fleet management information systems that May be in use by an Authorized User;
- C. At the request of OGS or an Authorized User, the Contractor Shall export Authorized User data as described above in Section 3.6 *Reporting (Mandatory)*, Paragraph B, *Authorized User Data Export*;
- D. Data for the Contract Shall be exported to OGS, as directed by OGS. Failure to timely provide the OGS data files in accordance with this section Shall be considered a breach of Contract, and May result in cancellation of the Contract in accordance with Appendix B, Section 43 *Termination*. Following are the required data files and the applicable terms and conditions:
 1. Daily Authorized User Transaction File. Contractor Shall provide OGS with a daily file that includes transaction data for all Authorized Users. At a minimum, this transaction file Shall include the data inputs identified as "Mandatory" in Attachment 11 – *Data Export Requirements*, Tab A: *Authorized User Transaction File*. The following terms and conditions apply to the Daily Authorized User Transaction File:
 - a) The data Shall be provided in a tab-delimited or similar text file, (a fixed width text file, not comma or tab-delimited, is preferred) or Microsoft Office (2010 or newer) compatible file format that can be imported directly to Microsoft Excel or Access;
 - b) The data file Shall have a standard name with the date created appended (e.g., "VendorName[YYYYMMDD].txt");
 - c) The data file Must be received by OGS electronically via an encrypted automated file transfer process. The file May either be exported to an OGS SFTP server (preferred method), or OGS can retrieve the file from the Contractor's SFTP server via an automated process. *Note: in order for OGS to retrieve the file from the Contractor's SFTP server, the folder Shall be secure and not shared with other Contractor customers;*
 - d) No later than four (4) calendar weeks after Contract execution, the Contractor Shall provide an initial data file for all Fleet Maintenance Services provided from the Contract term start date to the date the file is created, and work with OGS to establish a file transfer process. The file transfer process Must be established and in place no later than eight (8) calendar weeks after Contract execution;
 - e) Upon approval by OGS of the data file and file transfer process, Contractor Shall provide a data file on a daily basis. Data export Shall be automated and sent at the same time each day. The data file Shall include only new data that has not been included in previously exported files;

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- f) Data for new Contract users Must automatically be included in the data files, without OGS or Authorized User initiation;
 - g) Data for transactions Shall be provided only after the transaction has a “completed/closed’ status. Transactions “in process” Shall not be included in the data file;
 - h) Data Shall contain a valid VIN for all Vehicles enrolled in Contractor Fleet Maintenance Services programs which are owned by a State Agency; and
 - i) The data file Shall include standard American Trucking Association (ATA) and VMRS codes, and a description of the codes, used by the Contractor to identify Vehicle maintenance and repair services provided under the Contract. No later than four (4) calendar weeks after contract execution, the Contractor Must provide a list of the standard ATA and VMRS codes used, and a description of the maintenance services and repairs that the codes apply to. The list Shall include codes that will be used to identify incoming transactions as “preventive maintenance service” and “inspection related”. A list of the VMRS codes currently used is included on Attachment 11 – *Data Export Requirements*, Tab A: *Authorized User Transaction File*.
2. Daily State Agency AMS File. Contractor Shall provide OGS with a daily file that includes Asset Management System (AMS) data for all Authorized Users that are State Agencies. At a minimum, this AMS file Shall include the data inputs identified as “Mandatory” in Attachment 11 – *Data Export Requirements*, Tab B: *State Agency AMS File*. The terms and conditions listed above in Paragraph 1 *Daily Authorized User Transaction File*, Subparagraphs a through i, Shall also apply to the Daily State Agency AMS File;
3. Post-Warranty Data File. The Contractor Shall provide OGS with a monthly file that includes data for the recovery of post-warranty repair charges on Authorized User Vehicles enrolled in a Monthly Enrollment Plan. The format of delivery to OGS, and a timeframe for implementation, Shall be mutually agreed upon by OGS and the Contractor upon tentative award notification. At a minimum, the warranty data file Shall include:
- a) Date range of the post-warranty data file (e.g., April 1, 2019 to April 30, 2019);
 - b) OGS Contract number;
 - c) Contractor name, address, and telephone number;
 - d) Authorized User entity name, address, and Fleet Manager name;
 - e) Authorized User Purchase Order number and date;
 - f) Post-warranty claim number;
 - g) Post-warranty claim date;
 - h) Recovered date;
 - i) Automotive Repair Shop name;
 - j) Status of warranty recovery;
 - k) Dollar amount pursued; and
 - l) Dollar amount recovered.
4. Internal Shop Management Data File. OGS reserves the right to require an export of data collected from Authorized User-owned Automotive Repair Shops, if Internal Shop Management is provided under the Contract (see Section 3.11 *Additional Fleet Maintenance Services (Desired)*, Paragraph G *Internal Shop Management System*). Data fields exported to OGS, and a timeframe for implementation Shall be mutually agreed upon by OGS and the Contractor upon an Authorized User’s utilization of the Internal

Shop Management System.

3.8 Fleet Vehicle Identification Card (Mandatory)

The Contractor Shall provide a Vehicle identification card for every Vehicle enrolled in a Fleet Maintenance Services program. This card will be connected with the service authorization and history of the Vehicle, and Shall be presented by the Authorized User at the start of every interaction between the Authorized User and Automotive Repair Shop.

A. The Vehicle identification card Shall include:

1. Model year, make and model name of the Vehicle;
2. Identification number assigned to the Vehicle by the Contractor;
3. Authorized User code, assigned by the Contractor;
4. VIN;
5. Toll-free number to contact Contractor's customer service support center; and
6. Directions for the Authorized User to follow in the case of an accident/emergency.

B. Certain Authorized Users engaged in law enforcement or other investigative activities will require additional accounts or sub-accounts, in a fictitious name or names, where such cards are embossed with such fictitious name, and include generic or card issuer specific card backgrounds, where for such accounts:

1. No information is transmitted to any merchant, nor any information embossed, printed, appearing or encoded on a Fleet Vehicle Identification Card associates the card, card holder, driver, vehicle or account with the State of New York or its agencies to any person or entity other than the card issuer; and
2. The Bidder further agrees to keep confidential the true nature and identity of the Cardholder using such fictitious name, from any third parties, except as required by law, or with and to the extent of the express Written permission of the Authorized User. See also Section 3.6 *Reporting (Mandatory)*.

3.9 Invoicing and Payments (Mandatory)

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. In order to allow for the tiered pricing structure, all 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:

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. Tiered Pricing Structure. The Contractor Shall invoice Authorized Users in accordance with the tiered pricing indicated by the Bidder on Attachment 1 – *Cost Proposal*. The tiered NYS Contract Price Shall be calculated monthly, based on the aggregate volume of all Authorized Users during the applicable billing cycle at the time of invoicing, and be applied to the monthly invoice for the applicable billing cycle for each Authorized User. The tiered NYS Contract Price for each Monthly Enrollment Plan Shall be based on the aggregate volume of all Authorized User Vehicles enrolled in a Monthly Enrollment Plan. The tiered NYS Contract Price for each Per Occurrence Plan Shall be based on the aggregate volume of the number of

incidents for all Authorized Users.

- C. 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.
- D. Monthly Transaction Detail Report. In addition to the monthly summary invoice described above in 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.
- E. 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;
- F. 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 Section 3.6 *Reporting (Mandatory)*, from archived data;
- G. 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
- H. 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.

3.10 Contract Exit Strategy (Mandatory)

Upon Contract expiration or cancellation, the Contractor Must provide the following items to OGS, Authorized Users, and the replacement Contractor, if applicable. Data Shall be provided within sixty (60) days after the end of the Contract term, and the Contractor Shall bear the cost of providing the reports.

- A. All Authorized User and Vehicle data acquired under the full term of the Contract to OGS, in a format, or formats, agreed upon by OGS and the Contractor;
- B. If requested by an Authorized User, all of that Authorized User's data acquired under the full term of the Contract, in a format, or formats, agreed upon by the Authorized User and the Contractor; and
- C. Export of all Authorized User and Vehicle data acquired under the full term of the Contract to the replacement Contractor, in a format, or formats, agreed upon by OGS, the Contractor and the replacement Contractor.

3.11 Additional Fleet Maintenance Services (Desired)

The following Fleet Maintenance Services are desired by the State. Additional technical points Shall be granted to a Bidder that provides evidence with their Bid of the ability to provide the following desirable services. Fleet Maintenance Services listed herein as “Desired” Shall not be included in the Financial evaluation. See also Section 1.3 Scope, Paragraph B for the Excluded Fleet Maintenance Services.

- A. Automotive Repair Shop Pricing. At the Written request of Procurement Services or an Authorized User, the Contractor Shall provide, for no additional fee, a list of pricing that Automotive Repair Shops would ordinarily charge the public at large (e.g., “posted prices” to any customer walking in off the street), and pricing they charge for the same products and services if provided as part of the State Contract;
- B. Integration of Other NYS Contract Pricing. The Contractor Shall have the ability for Authorized Users to receive contract pricing and benefits for Vehicle parts and services from other contracts held by OGS or Authorized Users, without the need for separate transactions, Purchase Orders, invoices, etc. The Contractor Must honor the specific pricing from other NYS contracts and list the pricing/discount on the Fleet Maintenance Services Contract invoices. This service Shall be provided for no additional fee. The State currently has the following contracts for Vehicle parts and services:
1. OGS Group 30600, Award PGB-23149, Tires, Tubes, and Services, (Goodyear Tire), <https://online.ogs.ny.gov/purchase/spg/awards/3060023149CAN.HTM>
 2. OGS Group 30310, Award 23123, Vehicle and Equipment Parts and Related Product (Statewide), <https://online.ogs.ny.gov/purchase/spg/awards/3031023123CAN.HTM>;
 3. Towing/roadside assistance on limited access highways and bridges (e.g., NYS Thruway, and bridges and tunnels operated by the Metropolitan Transportation Authority).
- C. Fuel Card Services Integration. The Contractor Shall provide the following integration of fuel card services contract data.
1. OGS Contract. Integration with the OGS Statewide fuel card services program (OGS Group 79008, Award 23062, Fuel Card Services (WEX), <https://online.ogs.ny.gov/purchase/snt/awardnotes/7900823062can.htm>) to track Vehicle mileage and communicate mileage markers for Preventive Maintenance. The Contractor Shall track Vehicle mileage status, via data that is either supplied by OGS, or directly from the fuel card services provider, for each Vehicle that participates in the OGS fuel card services contract that is also enrolled in a Monthly Enrollment Plan on the Fleet Maintenance Services Contract. The Contractor Shall contact Authorized Users (via the Fleet Manager, or other individual as directed by the Authorized User) via email within forty-eight (48) hours of notification to the Contractor that a mileage marker for Preventive Maintenance Service has been reached, and provide notification that a Vehicle has reached or exceeded the Preventive Maintenance mileage marker. The cost of this service May be included in the Monthly Enrollment Plans fee; and
 2. Authorized User Contracts. The Contractor, at the Written request of an Authorized User, Shall provide integration of Authorized User fuel card services contracts. Authorized User fuel card services data Shall be provided to the Contractor via either the Authorized User or directly from the fuel card services provider. Required services to be provided in relation to such integration, and pricing, Shall be mutually agreed upon between the Authorized User and the Contractor before implementation of the integration.
- D. Telematics. At the Written request of a Fleet Manager, the Contractor Shall provide a Vehicle tracking system capable of monitoring the location, movements, status and behavior of Authorized User Vehicles. The Contractor Shall offer a discount from MSRP for the Vehicle tracking system devices and related services, and list the discounts in the Contract;
- E. Data Capture - Telematics/GPS /Electric Vehicle Supply Equipment. The Contractor, at the Written request of an Authorized User, Shall provide integration of telematics/GPS/Electric Vehicle Supply Equipment

(EVSE) data for individual Authorized User accounts. Integration Shall be provided for individual Authorized User contracts. Authorized User telematics/GPS/EVSE data Shall be provided to the Contractor via either the Authorized User or directly from the telematics/GPS/EVSE provider. Required services to be provided in relation to such integration, and pricing, Shall be mutually agreed upon between the Authorized User and the Contractor before implementation of the integration.

- F. Internal Shop Data Storage. At the Written request of an Authorized User, the Contractor Shall designate the Authorized User-owned maintenance and repair facility(ies) as an Automotive Repair Shop for use with the Contract, so that Authorized Users May utilize data storage services for these facilities in conjunction with the Contract. Contractor Shall provide Authorized Users who utilize this service with data capture or record keeping of Vehicle maintenance and repairs provided at these Authorized User-owned maintenance and repair facilities, with data entered by the Authorized User. There May be a monthly rate per Vehicle enrolled for this service, or the Contractor May allow an Authorized User to enter repair/service history and other Vehicle data for no additional fee for this data tracking. Participation in this program by Authorized Users Shall be voluntary, and these Vehicles Shall not participate in the Preventive Maintenance program offered by the Contractor. This service Shall be identified on the Authorized User's monthly invoice as "Data Storage Service." Participating Authorized Users with Authorized User-owned maintenance and repair facilities will manage their own parts inventory, mechanic productivity, overhead, etc.
- G. Internal Shop Management System. The Contractor Shall offer software, or an internet-based system, that an Authorized User May use to track Vehicle maintenance and repairs performed at an Authorized User-owned Automotive Repair Shop. The internal shop management system should include data capture, reporting and scheduling capabilities. The Contractor May charge a monthly fee, and/or other fees that are invoiced in the Contractor's usual course of business, for use of the internal shop management system. See also Section 3.7 *Data Import and Export (Mandatory)*, Paragraph D, Subparagraph 3 *Internal Shop Management Data File*;
- H. Driver Training Services. The Contractor Shall offer driver training services (e.g., safety programs, online driver training programs, defensive driving courses, and post-accident awareness). The Contractor Shall specify the courses offered, the certification(s) that a participant will receive at the end of the course, and the applicable fees for such programs, in the Contract. Reimbursement to the Contractor for travel, meals and lodging expenses for in-person training conducted by Contractor employees who do not reside in the local commuting area for the work site, Shall be made in accordance with the State's Travel Reimbursement Manual published by the NYS Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.
- I. Driver Risk Assessment. The Contractor Shall have a program for providing the Fleet Manager, if requested in writing, with a driver risk assessment report and recommending specialized online training, based on a comprehensive risk assessment (including, but not limited to, driver behavior, performed by the Contractor, of driver behavior, incident types, Vehicle and job function. The Contractor May charge a per-driver fee for this service;
- J. Bidder-Proposed Fleet Maintenance Services and Products. The Contractor May offer additional Fleet Maintenance Services and Products not specified herein, with prior approval from OGS. Information on additional proposed services and Product May be included with the Bidder's Bid, and will be considered for inclusion in the resultant Contract. Additional services Shall only receive approval if determined, at the sole discretion of OGS, that such services or Product fall under the scope of Fleet Maintenance Services as defined herein. Additional services or Product proposed after Contract execution May be submitted in accordance with Section 6.31 *Centralized Contract Modifications*. See also Section 1.3 *Scope*, for a list of excluded services.

4. BID SUBMISSION

4.1 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 is required at any time during the term of the resulting Contract.

4.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder 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, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor 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 Bidder Must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder Must request assignment of a Vendor ID from OGS. Bidder Must 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 submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their 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.

4.3 Proposal Submission Overview

The following applies to the submission of a proposal for this Solicitation.

- A. The complete Bid package consists of a separately sealed Part 1 *Administrative*, a separately sealed Part 2 *Technical*, and a separately sealed Part 3 *Financial* submissions. This separation will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the administrative, technical, and financial submissions received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any financial information in the administrative and technical submittal documents.
- B. The complete Bid package Must be received by OGS Procurement Services by “Bid Opening / Due date for Bids” date as indicated in Section 1.5 *Key Events/Dates*. Late Bids Shall be handled in accordance with Appendix B, Section 5 *Late Bids*. Any Bid pricing or portions thereof submitted on USB flash drive that are incomplete or that cannot be opened/accessed May be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

Situations susceptible to Disqualification May include:

- E-mail or facsimile Bid submissions are not acceptable;
- Absent Attachment 1 – *Cost Proposal* are not acceptable; and.
- Absent Attachment 10 – *Technical Submittal* are not acceptable

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 location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.

- C. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation May be considered non-responsive and May be rejected.
- D. Please note that in the case of discrepancies between paper copies and USB flash drive submissions of the documents required in both formats, the electronic USB flash drive copy Shall take precedence over the paper copy.
- E. A Bidder should note that any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.

4.4 Proposal Format

A Bidder's Proposal Shall be organized in three (3) separate parts: Part 1: *Administrative*, Part 2: *Technical* and Part 3: *Financial* (collectively referred to herein as "Submissions"). Each part will be evaluated separately. All three (3) parts Shall be sealed in separate envelopes/packages, and should be included in the same box/package delivered to OGS, which Shall be labeled in accordance with Section 4.11 *Bid Delivery*, and be received by the "Bid Opening / Due date for Bids" time and date specified in Section 1.5 *Key Events/Dates*. Each of the Submissions Shall include the following:

- A. Each submission Shall be separately bound and sealed and should be labeled, as applicable: ADMINISTRATIVE, TECHNICAL or FINANCIAL. The full, legal business name of the Bidder's organization(s) as well as the number and name of the RFP (i.e., RFP 23168, Group 72002 – Fleet Maintenance Services), should be labeled on the outside of each Submission envelope/package;
- B. Each Submission (i.e., Part 1: *Administrative*, Part 2: *Technical* and Part 3: *Financial*), Shall include separately bound original paper documents, and Shall contain two (2) USB flash drives containing the electronic files of the required documents specified below in Sections 4.7 *Part 1: Administrative*, 4.8 *Part 2: Technical* and 4.9 *Part 3: Financial*. Paper documents Shall include original signatures and notary, where applicable, and are to be submitted as described in Section 4.5 *Submission of Paper Documents*. Electronic files are to be submitted as described in Section 4.6 *Submission of Electronic Media*. The paper documents and electronic files for each Submission Shall be sealed together in the same envelope/package;
- C. Part 1: *Administrative*, and Part 2: *Technical*, Shall NOT include any Bidder pricing information that is either included in Part 3: *Financial*, (e.g., Attachment 1 – *Cost Proposal*), or otherwise references Bidder company pricing. Inclusion of such pricing information, in paper or electronic form, in Part 1: *Administrative*, and/or Part 2: *Technical*, May result in disqualification of the Proposal;
- D. Part 3: *Financial*, Shall NOT include any documentation that is included in, or applicable to, Part 1: *Administrative*, and/or Part 2: *Technical*. Inclusion of such information, in paper or electronic form, in Part 3:

Financial, May result in disqualification of the Proposal;

- E. A Bidder is responsible for ensuring that the most recently updated version of all required documents has been submitted. Updated versions released after the initial Bid release date will be posted at <https://ogs.ny.gov/procurement/bid-opportunities> and announced via the NYSCR (as specified in Section 1.8 *NYS Contract Reporter*). Failure to submit the most recently updated version of Attachment 10 – *Technical Submittal* and Attachment 1 – *Cost Proposal* May result in rejection of the Bid;
- F. A Bidder should not submit RFP documents that are not identified as documents that should be submitted. For example, Appendix A and B are not listed as a required Submission for Part 1: *Administrative*, Part 2: *Technical*, or Part 3: *Financial*, and therefore do not need to be submitted;
- G. In the event that a Bidder submits all three (3) parts of the Proposal bound together (in the case of paper documents), or on a USB flash drive (in the case of electronic files), the OGS Administrative evaluator will attempt to separate the documents before the Technical and Financial parts are reviewed. If separation of the documents is not possible, the Proposal May be deemed non-responsive and May be disqualified; and
- H. A Bidder May only submit amendments to a previously submitted Proposal(s) prior to the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 *Key Events/Dates*. Any amended pages submitted by a Bidder to be incorporated into the Proposal Shall show the date of the revision and indicate the portion of the page(s) being changed.

4.5 Submission of Paper Documents

As stated in Section 4.4 *Proposal Format*, a Bidder Shall submit separately bound original paper documents of the required documents specified below in *Part 1: Administrative*, *Part 2: Technical*, and *Part 3: Financial* for each Submission. Paper copies Shall include original signatures and notary, where applicable. Proposals should be submitted bound in a binder or by some other method (e.g., through the use of a three-hole report cover). Spiral binding is not desired by the State.

4.6 Submission of Electronic Media

As stated in Section 4.4 *Proposal Format*, a Bidder Shall submit two (2) USB flash drives for each part with the electronic files of the required documents specified below in Sections *Part 1: Administrative*, *Part 2: Technical*, and *Part 3: Financial* for each Submission. Electronic media Shall be included on Microsoft Windows formatted USB flash drives (minimum generation 2.0) and Must be clearly labeled. USB flash drives Must not be password protected or require the installation of software in order to read files. All bid submissions Shall be saved in separate unprotected files in folders labeled Part 1: Administrative, Part 2: Technical, Part 3: Financial, in Microsoft Office products (Word and Excel) in product release 2010 or higher, or PDF where indicated. Any of the documents listed below delivered in a format different from the format indicated May be considered non-responsive and May not be considered for evaluation. Any electronic submission that is incomplete or cannot be opened/accessed 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 a flash drive.

4.7 Part 1: Administrative

This section sets forth the format and content of a complete Part 1: *Administrative* submission.

- A. The following documents Shall be submitted for Part 1: *Administrative*. Do not submit any documents not set forth below. A potential Contractor Must submit all documents in the manner and format set forth below (i.e., **paper** as described in Section 4.5 *Submission of Paper Documents* or **electronic (USB)** as described in Section 4.6 *Submission of Electronic Media*).

Bidders are required to submit the documents in subparagraphs 1 and 2 below in the manner specified (i.e., paper), by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 Key Events/Dates. Failure to do so May result in the Bid being deemed non-responsive and in the disqualification of the Bid.

1. RFP Cover Page. A **paper** version of Page #1 of the RFP (the cover page/first page of this document), completed.
2. RFP Bidder Certification and Affirmation Page. A **paper** version of Page #2 of the RFP (the Bidder Certification and Affirmation Page/second page of this document), completed and with original ink signature;
3. Attachment 2 – NYS Required Certifications. A **paper** version of Attachment 2 – *NYS Required Certifications*, completed and with original ink signature.
4. Attachment 3 – Encouraging Use of NYS Businesses. A **paper** version of Attachment 3 – *Encouraging Use of NYS Businesses*, completed.
5. Attachment 4 – Insurance Requirements. **Paper** or **electronic (USB)** documentation that provides proof of compliance with general, automobile liability, workers’ compensation and disability benefits insurance requirements, as specified in Attachment 4 – *Insurance Requirements*;
6. Attachment 5 – Bidder Information Questionnaire. An **electronic (USB)** version of Attachment 5 – *Bidder Information Questionnaire*, completed. This document Must be provided in Excel format, and not as a PDF;
7. Attachment 6 – Bidder Submission Checklist. An **electronic (USB)** version of Attachment 6 – *Bidder Submission Checklist*, completed. This document Must be provided in Excel format, and not as a PDF;
8. Attachment 9 – References. An **electronic (USB)** version of Attachment 9 – *References*, completed. This document Must be provided in Excel format, and not as a PDF;
9. Standard Vendor Responsibility Questionnaire (SVRQ). See Section 6.25 *NYS Vendor Responsibility*.
 - a) Online **electronic** completion of the SVRQ through the NYS VendRep System, with a certification date no more than six (6) months prior to the “Bid Opening / Due date for Bids”. This can be accessed on the OSC website at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm, by clicking either “Log In” or “create an account”.OR
 - b) A **paper** version of the SVRQ, completed and with original ink signature and notarized no more than six (6) months prior to the “Bid Opening / Due date for Bids”. The form is available on the OSC website at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm (click on “Forms” and select the “Non-Construction, For-Profit Questionnaire”);
10. NY State Taxation and Finance forms ST-220-CA and ST-220-TD. A **paper** version of form ST-220-CA, completed and with original ink signature, and notarized (see Section 6.26 *NYS Tax Law Section 5-a*. Note: Form ST-220-TD, completed and with original ink signature, and notarized, Must be submitted directly to the NYS Tax Department. Forms are available on the Tax Department website here: https://www.tax.ny.gov/forms/form_number_order_st_y.htm;
11. Form EEO-100. A **paper** version of form EEO-100 (Equal Employment Opportunity Staffing Plan), completed and with original ink signature (See Section 6.21 *Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business*

Enterprises and Equal Employment Opportunities for Minority Group Members and Women. The form is available on the OGS website here: <https://ogs.ny.gov/mwbe/forms>; and

12. Form MWBE 100 (Utilization Plan). A **paper** version of form MWBE-100. See Section 6.21 *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*. The form is available on the OGS website at <https://ogs.ny.gov/mwbe/forms>.
- B. Bidders are requested to submit the documents in subparagraphs 3 through 12 of Paragraph A above, by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 *Key Events/Dates*. If Bidder does not submit any of these documents by “Bid Opening / Due date for Bids” time and date specified in Section 1.5 *Key Events/Dates*, Bidder is requested to submit such documents within five (5) Business Days of Procurement Services’ Written request for such document(s). Failure to submit a document within five (5) Business Days of Procurement Services’ Written request for such document(s) May render the Bid non-responsive and result in the disqualification of the Bid.
- C. Each Bid Shall include the required documents in the format (paper or electronic) specified above in Paragraph A. In the case of discrepancies between the hard copy and the electronic media submission the electronic media submission Shall take precedence over the hard copy submission.
1. Paper documents Shall include original signatures and notary, where applicable. Documents should be submitted bound in a binder or by some other method (e.g., through the use of a three-hole report cover). Spiral binding is not desired by the State.
 2. Electronic media files Shall be submitted on USB flash drive as described in Section 4.6 *Submission of Electronic Media*. It is the Bidder’s responsibility to ensure that the documents submitted on USB are readable; Bidder is advised to verify that all submitted documents can be opened and viewed from the USB.
- D. Documents required at the time of Bid opening (i.e., RFP Cover Page, RFP Bidder Certification and Affirmation Page), Must be submitted in one (1) sealed package and be received by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 *Key Events/Dates*.

4.8 Part 2: Technical

This section sets forth the format and content of a complete Part 2: *Technical* submission.

- A. The following document Shall be submitted for Part 2: *Technical*. ***Bidders are required to submit the document in subparagraph 1 below in the manner specified (i.e., electronic), by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 Key Events/Dates. Failure to do so May result in the Bid being deemed non-responsive and in the disqualification of the Bid.***
1. Attachment 10– Technical Submittal. An **electronic (USB)** version of Attachment 10 – *Technical Submittal*, completed.
- B. Each Bid Shall include the required documents in the format (i.e., electronic (USB) specified above in Paragraph A. Electronic media files Shall be submitted on USB flash drive as described in Section 4.6 *Submission of Electronic Media*. It is the Bidder’s responsibility to ensure that the documents submitted on USB are readable; Bidder is advised to verify that all submitted documents can be opened and viewed from the USB.

In the event that a paper Attachment 10 – *Technical Proposal* is submitted, and there are discrepancies between the hard copy and the electronic media submission, the electronic media submission Shall take precedence over the hard copy submission

- C. Documents required at the time of Bid opening (i.e. Attachment 10 – *Technical Submittal*) Must be submitted in one (1) sealed package and be received by the “Bid Opening / Due date for Bids” time and

date specified in Section 1.5 *Key Events/Dates*.

4.9 Part 3: Financial

This section sets forth the format and content of a complete Part 3: *Financial* submission.

- A. The following documents Shall be submitted for Part 3: *Financial*. **Bidders are required to submit the documents in subparagraphs 1 through 4 below in the manner specified (i.e., electronic (USB), by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 Key Events/Dates. Failure to do so May result in the Bid being deemed non-responsive and in the disqualification of the Bid.**
1. Attachment 1 – Cost Proposal, Attachment Summary. An **electronic (USB)** version of Attachment 1 – *Cost Proposal, Attachment Summary* completed;
 2. Attachment 1 – Cost Proposal, Section B: Price Sheet (Monthly). An **electronic (USB)** version of Attachment 1 – *Cost Proposal, Section B: Price Sheet (Monthly)* completed;
 3. Attachment 1 – Cost Proposal, Section C: Price Sheet (Per Occurrence). An **electronic (USB)** version of Attachment 1 – *Cost Proposal, Section C: Price Sheet (Per Occurrence)* completed; and
 4. Attachment 1 – Cost Proposal, Section D: Price Sheet (Other). An **electronic (USB)** version of Attachment 1 – *Cost Proposal, Section D: Price Sheet (Other)* completed;
- B. Each Bid Shall include the required documents in the format (i.e, electronic (USB)) specified above in Paragraph A. Electronic media files Shall be submitted on USB flash drive as described in Section 4.6 *Submission of Electronic Media*. It is the Bidder’s responsibility to ensure that the documents submitted on USB are readable; Bidder is advised to verify that all submitted documents can be opened and viewed from the USB. **Note: Attachment 1 – Cost Proposal Must be provided in Excel format, and not as a PDF; Do not split the individual tabs contained in Attachment 1 – Cost Proposal into separate Excel documents.**
- In the event that a paper Attachment 1 – *Cost Proposal* is submitted, and there are discrepancies between the hard copy and the electronic media submission, the electronic media submission Shall take precedence over the hard copy submission.
- C. Documents required at the time of Bid opening (e.g., Attachment 1 – *Cost Proposal*) Must be submitted in one (1) sealed package and be received by the “Bid Opening / Due date for Bids” time and date specified in Section 1.5 *Key Events/Dates*.

4.10 Bid Envelopes and Packages

Part 1: *Administrative*, Part 2: *Technical* and Part 3: *Financial* should be submitted in three (3) separate, clearly labeled envelopes or packages that are labeled Part 1: *Administrative*, Part 2: *Technical*, and Part 3: *Financial*. The three (3) separately sealed parts should be included together inside one (1) box/package delivered to OGS.

All Bids should have a label on the outside of the envelope or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (RFP #23168)
3. Bid Opening Date and Time
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

Failure to complete all information on the Bid envelope and/or package May necessitate the opening of the Bid prior to the scheduled Bid opening.

4.11 Bid Delivery

Bids Shall be delivered to the following address on or before 11:00 a.m. ET, on or before the “Bid Opening / Due date for Bids” as stated in Section 1.5 *Key Events/Dates*:

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

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the clock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. Late Bids Shall be rejected, except as provided in Appendix B, Section 5, *Late Bids*. All Bids and accompanying documentation Shall become the property of the State of New York and Shall not be returned.

4.12 Important Building Access Procedures

To access the Corning Tower, all visitors Must check in by presenting photo identification at the information desk. Delays May occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services receptionist at (518) 474-6262 at least 24 hours prior to the visit. 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. Building access procedures May change or be modified at any time.

4.13 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – *NYS Required Certifications*) with its Bid.

4.14 Bid Deviations

Bids Must conform to the terms set forth in the Solicitation. As set forth in Section 1.9 *Bidder Questions*, 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 Questions period so that they May be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid May render the Bid non-responsive and May result in rejection of the 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.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions Shall not be considered part of the Bid or resulting Contract, but Shall be deemed included for informational or promotional purposes only.

4.15 Electronic Bid Opening Results

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

The Bid Opening Results Page is available at: <https://ogs.ny.gov/procurement/bid-opening-results-0>.

4.16 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.

4.17 Firm Offer

Bids Must remain an effective offer, firm and irrevocable, for at least 90 calendar days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. 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.

4.18 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
- G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any Mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. 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;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;

- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State;
- T. Conduct Contract negotiations with -the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids May be made on the remaining Products, regions, or lots; and
- V. Offer a 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.

4.19 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. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

5. METHOD OF AWARD

5.1 Method of Award Summary

In accordance with New York State Finance Law Article 11, it is the intent of OGS to award one (1) Centralized Contract for Fleet Maintenance Services based on the "Best Value" of the Proposals submitted by responsive and responsible Bidders. For the purposes of this RFP, Best Value shall be equated to the Bidder meeting or exceeding the minimum qualifications and Mandatory technical requirements of this RFP (as submitted on Attachment 10 – *Technical Submittal*) and offering reasonable not-to-exceed pricing (as submitted on Attachment 1 – *Cost Proposal*), with the highest Grand Total Score. Proposals failing to meet the requirements of this RFP May be eliminated from consideration.

5.2 Evaluation Process

Proposals will consist of three (3) separate parts: Part 1: *Administrative*, Part 2: *Technical* and Part 3: *Financial*. Each part will be evaluated separately and independently in accordance with the RFP requirements. Below is an overview of the evaluation process for each part. Each part Shall be weighted according to the chart below to arrive at the selection of the Proposal that offers the Best Value to the State of New York.

EVALUATION CRITERIA	POINT VALUE (100 total points)	WEIGHT
Part 1: <i>Administrative</i>	0	Pass/Fail
Part 2: <i>Technical</i>	30	30%
Part 3: <i>Financial</i>	70	70%

5.3 Administrative Evaluation

Part 1: *Administrative* is pass/fail and will consist of a Proposal screening for completeness and conformance with stated requirements for Proposal submission as set forth in Section 4.7 *Part 1: Administrative*. Any Proposal not meeting these requirements or deemed to be materially incomplete May be denied further consideration.

5.4 Technical Evaluation

Part 2: *Technical* will be valued at thirty (30) points (30%) of the overall RFP evaluation. The Technical evaluation will be based on the Bidder's ability to meet all Mandatory requirements identified in the RFP as well as the ability to provide services identified as Desired, as set forth by the Bidder in Attachment 10 – *Technical Submittal*, Section B: *Bidder Response to Technical Requirements*. Any Proposal not meeting the Mandatory requirements or deemed to be materially incomplete May be denied further consideration.

In addition, the following technical points May be allotted to a Bidder, as applicable.

- A. One and a half (1.5) points Shall be awarded to a Bidder who meets one (1) of the following criteria, (**NOTE: Although a Bidder May meet more than one of the criteria, points Shall be awarded for only one category, not multiple categories**):
1. The Bidder is a NYS Certified MWBE listed in the NYS MWBE Directory of Certified Firms on the RFP's due date, (see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>, and Attachment 5 – *Bidder Information Questionnaire*);
OR
 2. The Bidder is a NYS Certified SDVOB listed in the directory of NYS Certified SDVOBs on the RFP's due date, (see <https://online.ogs.ny.gov/SDVOB/search>, and Attachment 5 – *Bidder Information Questionnaire*);
OR
 3. The Bidder is a Small Business as defined in Executive Law Section 310(20) (SBE), (see Attachment 2 – *NYS Required Certifications*, and Attachment 5 – *Bidder Information Questionnaire*).
- B. Up to one half (.5) of a point for Bidder's incorporation of NYS Prevention Agenda priorities and the AARP/WHO Eight Domains of Livability into its business policies (see Section 6.23 *Executive Order Number 190 – Incorporating Health Across All Policies*).

OGS will use a technical evaluation committee and a technical evaluation packet (including guidelines and score sheets), established prior to the Bid opening, to conduct a technical evaluation of Part 2: *Technical*, and arrive at a technical score for each Bidder. The technical evaluation committee will be comprised of State employees representing Fleet Maintenance Services users and/or OGS. A representative of Procurement Services Shall act as chairperson of the committee. The technical evaluation committee will not have access to the Financial Submittals prior to the completion of evaluation of all Technical Submittals and final scoring. The technical evaluation committee scoring will be conducted in the following manner:

- A. Each technical evaluation committee member will use separate score sheets and separately score the technical submittal of each of the Bid Proposals.
- B. The technical evaluation committee will then tabulate and average those scores.

The technical evaluation committee Shall document for the record the technical points awarded to each Proposal and the specific reasons and rationale for awarding of such points and will develop a single narrative description of this process.

5.5 Financial Evaluation

Part 3: *Financial* will be valued at seventy (70) points (70%) of the overall RFP evaluation. OGS will review the cost for each Mandatory service identified by the Bidder in Attachment 1 – *Cost Proposal*, Section B: *Price Sheet (Monthly)*, and Attachment 1 – *Cost Proposal*, Section C: *Price Sheet (Per Occurrence)*, then complete mathematical calculations using the Total Financial Bid (Monthly) and Total Financial Bid (Per Occurrence) for each administrative fee tier to determine the number of points to be awarded each responsive Bidder. The State Shall weigh each of the administrative fee tiers as it deems appropriate, and such weight Shall be determined prior to the Bid Opening.

5.6 Proposal Ranking

The Grand Total Score for each of the Bidders will be totaled and the Bidder having the highest score will be ranked number one; and, the Bidder with the second highest total will be ranked number two, and so on. The responsive and responsible Bidder with the highest total will be selected for contract award.

5.7 Procurement Instructions for Authorized Users

The following procurement instructions Shall apply to the resultant 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. OGS reserves the right to add additional procurement instructions on the OGS website, in addition to the general instructions contained in this RFP.
- 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 in Attachment 5 – *Bidder Information Questionnaire*, or other acceptable means established between the Contractor and OGS. 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 the Contract awarded as a result of this RFP. Agencies Must obtain a Written waiver from the Governor’s Office if they are unable to meet this requirement.

5.8 Notification of Award

Tentative award of the Contract Shall consist of Written notice to that effect by OGS to a selected Bidder, who Shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified that their Bid was not selected for award.

6. TERMS AND CONDITIONS

6.1 Contract Term and Extensions

- A. Base Term. The Contract Shall be in effect for a term of five (5) years. The Contract term Shall commence after all necessary approvals and Shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, Section 22 *Contract Creation/Execution*).
- B. Extensions. At the State's option, the Contract May be extended as set forth in Appendix B, Section 23 *Contract Term – Extension*. Whether the optional extension is exercised is at the sole discretion of the State. A Contractor Shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements.
- C. The Contract term provided for in this section Shall extend six (6) months beyond its termination date only for Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. During the six (6)-month period the definition of Authorized User Shall be deemed to refer only to Authorized Users whose contracts Must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph Shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, May agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short term Extension

This section Shall apply in addition to any rights set forth in Appendix B, Section 23 *Contract 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 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension May be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Price

Pricing will be collected using Attachment 1 – *Cost Proposal* in accordance with the Instructions tab listed within Attachment 1- *Cost Proposal*. The following terms and conditions apply to Contract pricing. See also Appendix B, Section 13 *Pricing*.

- A. Monthly Enrollment Plan. See Section 3.2 *Monthly Enrollment Plans (Mandatory)*, Paragraph A.
- B. Per Occurrence Plan. See first paragraph in Section 3.3 *Per Occurrence Plans (Mandatory)*.

- C. Accident Management. See Section 3.3 *Per Occurrence Plans (Mandatory)*, Paragraph B *Accident Management* and its subparagraphs.
- D. Roadside Assistance. See Section 3.3 *Per Occurrence Plans (Mandatory)*, Paragraph C *Roadside Assistance* and its subparagraphs.
- E. Towing. See Section 3.3 *Per Occurrence Plans (Mandatory)*, Paragraph D *Towing* and its subparagraphs.

6.4 Price Updates

The Monthly Enrollment Plans and Per Occurrence Plans administrative fees set forth in Attachment 1 – *Cost Proposal* Shall not increase during the Contract term, and the percentage (%) of the dollar amount recovered for Accident Management (Subrogation Only), Shall not decrease.

The NYS Contract Price for Fleet Maintenance Services and Products set forth in Attachment 1 – *Cost Proposal*, Section D: *Price Sheet (Other)*, if offered, Shall not increase without the prior approval of OGS. In order to request an increase in the NYS Contract Price, or a decrease in discount, a Contractor Shall follow the procedures outlined in Section 6.31 *Centralized Contract Modifications*.

Contractor May decrease administrative fees or the NYS Contract Price, or increase the Contract discounts offered at any time for Fleet Maintenance Services offered, without prior approval by OGS, provided that OGS Shall be notified at the time of the price or discount change. Such notification Shall be made by submittal of the form contained within Appendix C – *Contract Modification Procedure*.

6.5 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, May be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

6.8 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it Shall immediately notify the Office of General Services, Procurement Services in writing. Such notification Shall not relieve the Contractor of its responsibilities under the Contract. The State May, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Section 44 *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State May terminate the Contract upon 10 business days Written notice mailed to the Contractor.

6.9 Volume Discounts

See Section 3.9 *Invoicing and Payment (Mandatory)*, paragraph B *Tiered Pricing Structure*.

6.10 Ordering

Purchase Orders Shall be made in accordance with the terms set forth in Appendix B, Section 30 *Purchase Orders*. Authorized Users May submit orders over the phone, and, if available, May submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted Shall be deemed received by Contractor on the date submitted.

All orders Shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

6.11 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Section 15 *Purchasing Card*), also referred to as the Procurement Card, the Contractor Shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

6.12 Minimum Order

There is no minimum order for this Contract.

6.13 Invoicing and Payment

See Section 3.9 *Invoicing and Payments (Mandatory)*.

6.14 Contract Administration

The Bidder Shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. See Section 2.2 *Staffing Plan for Contract (Mandatory)* and Section 3.4 *Customer Service Support Center (Mandatory)* for more information. Bidder Shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder Shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator Shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor Must notify OGS within five (5) Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes Shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

6.15 NYS 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 9.2. 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 Products in SFS. This application provides catalog capabilities. Contractors 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. Additional information May be found at: <https://ogs.ny.gov/procurement/emarketplace>

There are no fees required for a Contractor'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 May be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place May be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.16 Accessibility of Information Communication Technology

Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website (see Section 3.5 *Contract Website (Mandatory)*). Contractor is solely responsible for its actions and those of its agents, employees, resellers, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Information Communication Technology, as may be amended, the stated purpose of which is to ensure that members of the public with disabilities have comparable access to publicly-available information and services. The following language is incorporated into any Contract resulting from this Solicitation:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the State and any report on the results of such testing must be satisfactory to the State.

6.17 Data Ownership

Contractor Must process all Authorized User data in accordance with the resulting contract and Shall acquire no rights in the Authorized User data and Shall not use or disclose the Authorized User data except as provided under the resulting contract or as required by law. Authorized user data Shall mean any information, formula, algorithms, or other content that the Authorized User may provide to the Contractor, or that may be collected by the Contractor, pursuant to the Contract.

6.18 N.Y. State Finance Law § 139-I

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, Shall contain a certification that the bidder has and has implemented a Written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy Shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers May utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above Shall be deemed to have been authorized by the board of directors of such bidder, and such authorization Shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder Shall so state and Shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS May reject the bid or May decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which Bidder Must submit with its bid.

6.19 Insurance

The Contractor Shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

6.20 Report of Contract Usage

Contractor Shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, *no later than 15 days after the close of each calendar quarter*. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the *quarterly* report.

Contractors Shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), Small Business Enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and Shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases May be required by OGS and Must be supplied upon request. Failure to submit reports on a timely basis May result in Contract cancellation and designation of Contractor as non-responsible. OGS reserves the right to amend the report template during the Contract term.

6.21 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS 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 and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for 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. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall 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. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

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 conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 2% for MWBE participation, 1% for Minority-Owned Business Enterprises ("MBE") participation and 1% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. 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.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of

payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a

request for final payment on the Contract.

- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required 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, copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) 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.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them

to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System - Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

6.22 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation May be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

6.23 Executive Order Number 190 – Incorporating Health Across All Policies

On November 14, 2018, Governor Cuomo signed Executive Order Number 190, entitled “Incorporating Health Across All Policies.” The Executive Order requires all affected State Entities to incorporate the NYS Prevention Agenda priorities and the AARP/WHO Eight Domains of Livability, where practicable and feasible, into State plans, plans submitted to the federal government, as well as agency guidance, policies, procedures, and best value procurements, with guidance from the Health Across All Policies Ad Hoc Committee in order to further the goals of the Health Across All Policies initiative declared in the 2017 State of the State.

The Bidder Shall describe in Attachment 10 – *Technical Submittal*, 1) how they encourage their employees to participate in community activities and services; 2) how they engage with local community and partners to increase opportunities for volunteering; and (3) their organizational policies to support employees who are caregivers.

6.24 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law May be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles Must have BART by the deadline

provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

6.25 NYS Vendor Responsibility

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

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

Vendors Must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

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

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

The Contractor Shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, 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, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given Written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor Must comply with the terms of the suspension order. Contract activity May resume at such time as the Commissioner of OGS issues a Written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that 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 at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS 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.

6.26 NYS Tax Law Section 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 the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf 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. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors May call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

6.27 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.

6.28 Extension of Use

Any Contract resulting from this Solicitation May be extended to additional States or governmental jurisdictions upon mutual Written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction May also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.29 New Accounts

Contractor May ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies Shall not be required to provide credit references.

6.30 Contractor's Ability to Conduct Credit Evaluations

- A. State Agency. The Contractor is precluded from conducting credit evaluations for State Agencies.
- B. Non-State Agency. The Contractor May conduct credit evaluations for Non-State Agencies intending to use the Contract and deny services to Non-State Agencies that do not meet the Bidder's standard commercial risk qualifications. The successful Contractor Shall notify the Non-State Agency in writing that their use of the Contract has been denied based on an unsatisfactory credit rating.

6.31 Centralized Contract Modifications

- A. OGS, an Authorized User, or the Contractor May suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein May only be made with mutual Written agreement of the parties. Modifications May take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices May be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and May require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor Shall be processed in accordance with Appendix C – *Contract Modification Procedure*. The Contractor Shall submit all requests in the form and format contained in Appendix C – *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, Shall be processed in accordance with the terms of the Centralized Contract and Appendix B, Section 26 *Modification of Contract Terms*.