



# Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.service@ogs.ny.gov](mailto:customer.service@ogs.ny.gov) | 518-474-6717

## Request for Proposals

<b>BID OPENING</b> <b>DATE:</b> 11/12/2020 <b>TIME:</b> 11:00 A.M. EST <b>RFP NUMBER:</b> 23211	<b>TITLE:</b> Group 79005 – Travel Management Services (Statewide)  <b>Classification Codes:</b> 90
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**CONTRACT PERIOD:** Five years

**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 RFP. All questions relating to this RFP must be addressed to the Designated Contacts.

Email Address: [OGS.sm.PS\\_SW\\_TravelCoordination@ogs.ny.gov](mailto:OGS.sm.PS_SW_TravelCoordination@ogs.ny.gov)

Mark Milstein Statewide Travel Coordinator Telephone No. (518) 402-5005	Terri L. Allen Assistant Director Telephone No. (518) 474-7795
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<b>Bidder's Federal Tax Identification Number:</b> <i>(Do Not Use Social Security Number)</i>	<b>NYS Vendor Identification Number:</b> <i>(See New York State Vendor File Registration Clause)</i>
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Legal Business Name of Company Bidding:

D/B/A – Doing Business As (if applicable):

Street	City	State	County	Zip Code
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E-mail Address:	Company Web Site:
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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 60 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 Request for Proposals.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Request for Proposals.
3. The Bidder has read and understands the provisions of the Request for Proposals, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts), Appendix B (General Specifications), and Appendix C (Federal Emergency Management Agency (FEMA) Terms and Conditions).
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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Appendix A – *Standard Clauses for NYS Contracts* (October 2019)

Appendix B – *General Specifications* (April 2016)

Appendix C – *Federal Emergency Management Agency (FEMA) Terms and Conditions*

**ATTACHMENTS**

- 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 - *Business Automobile Liability Insurance Attestation*

## 1. INTRODUCTION

### 1.1 Overview

This Request for Proposals (RFP) is being issued by the New York State Office of General Services, Procurement Services (OGS). OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k).

The purpose of this RFP is to establish a Centralized Contract for Travel Management Services (Statewide). The contract will be awarded for use by Authorized Users of NYS OGS Centralized Contracts (see Section 6.20, *Non-State Agencies Participation in Centralized Contracts*).

The RFP is a competitive establishment of a single statewide Centralized Contract. Contract award shall be made to the top responsive and responsible Bidder who offers the best value based on the evaluation criteria as set forth in Section 5.1, *Method of Award*.

This RFP outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders shall pay strict attention to the Bid submission date and time to prevent disqualification. Bidders are strongly encouraged to read the language of this RFP thoroughly and to precisely follow the instructions included in the RFP and all attachments.

### 1.2 Scope

This RFP and the resulting Contract is to establish Travel Management Services for full reservation and ticketing services for all commercial modes of travel upon request by Authorized Users. Travel shall mean domestic and international commercial modes of transportation and lodging in the course of the individual's official business including, but not limited to, airline, rail, ferry and shuttle transportation; passenger vehicle, limousine and van rental; and hotel lodging. Full reservations and ticketing services will be provided through the Contractor's online travel reservation service system as well as Agent-assisted reservations for travel in accordance with Section 3, *Service Requirements*.

As part of the award issued for this RFP, the Contractor will be required to utilize the travel related Contracts established by OGS listed below (and any amendments or replacements to such Contracts) for discounted airfare, discounted vehicle rentals, and discounted lodging and bank card services.

1. Group 79006-Award 22751: Air Travel Services  
Contract with Southwest Airlines that provides Authorized Users with a percentage discount off various commercial fares. The Award is available at:  
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7900622751can.HTM>
2. Group 79006-Award 23015: Air Travel Services  
Contracts with American Airlines and Delta Air Lines for discounted air passenger transportation service between designated city/airports for use by Authorized Users (for instance, New York to Buffalo). One Contract award is made to an airline for each city pair. The airline tickets are changeable and fully refundable and there are no minimum stay requirements or advance purchase requirements. The Award is available at:  
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7900623015can.HTM>
3. Group 72001-Award 23174: Passenger Vehicle Rental  
Contracts with Hertz and Enterprise Rent-A-Car/National Car Rental for short-term rental of passenger vehicles throughout New York State and the United States. The Award is available at:  
<https://online.ogs.ny.gov/purchase/snt/awardnotes/7200123174can.HTM>
4. Group 79008-Award 22712: Purchasing, Travel and NET Cards (Statewide)  
The Contract is for providing purchase, travel card and non-employee travel (NET) card services. The Award is available at: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7900822712can.HTM>
5. NASPO ValuePoint Lodging

OGS participates in the National Association of State Procurement Officials (NASPO) ValuePoint Nationwide Lodging Program that offers over one million hotel rooms at over 13,000 qualified lodging locations that will honor GSA per-diem rates or below for Authorized Users traveling on official business. More information can be found at: <https://us.travelctm.com/naspo/> and at: <https://www.naspovaluepoint.org/search/?term=lodging>

6. Amtrak

OGS has negotiated government rates for single-ride and multi-ride tickets with Amtrak. More information can be found at: <https://ogs.ny.gov/procurement/amtrak-single-ticket-rates-and-rules>.

All New York State travel contracts, including guidelines and policy information, are on the Office of General Services website at: <https://ogs.ny.gov/procurement/new-york-state-travel-contracts>.

The Contractor’s Online Travel Reservation System shall prioritize and prominently display the travel options from these Contracts and the Contractor’s travel agents shall ensure that these Contracts are the first options offered to Authorized Users.

Authorized Users will make payments for travel management services in accordance with Section 6.3, *Fees and Discounts*, of the RFP.

Service fee schedule for travel management services:

The required travel management services described in Section 1.2, *Scope*, and Section 3, *Service Requirements*, of this RFP have been summarized into the service fee schedule below. Each Bidder shall provide either a Transaction Fee or Discount for each service listed below using Attachment 1 – *Cost Proposal*, pursuant to the instructions in Attachment 1 - *Cost Proposal*, Section 4.8, *Cost Proposal*, and Section 6.3, *Fees and Discounts*, below.

Service	Description of Service
<b>Transaction Fees</b>	
Online Airline Transaction Fee	Fee charged when an Authorized User purchases an airline ticket online using the Bidder’s Online Travel Reservation System for one transaction.
Agent Assisted Airline Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor’s travel agent to purchase airline travel arrangements for one transaction.
Agent Assisted Group Airline Transaction Fee	Fee charged per ticket when an Authorized User utilizes the services of the Contractor’s travel agent to purchase ten or more airline tickets on an identical itinerary.
Online Rail Transaction Fee	Fee charged when an Authorized User purchases rail tickets online through the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Rail Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to purchase rail arrangements for one transaction.
Online Airline Cancellation Transaction Fee	Fee charged when an Authorized User cancels an airline ticket online using the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Airline Cancellation Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor’s travel agent to cancel airline travel arrangements for one transaction.

Service	Description of Service
Agent Assisted Group Airline Cancellation Transaction Fee	Fee charged per ticket when an Authorized User utilizes the services of the Contractor’s travel agent to cancel ten or more airline tickets on an identical itinerary.
Online Rail Cancellation Transaction Fee	Fee charged when an Authorized User cancels rail tickets online through the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Rail Cancellation Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to cancel rail arrangements for one transaction.
Exchange Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to voluntarily exchange or reissue an unused or cancelled airline or rail ticket due to change of airline flight or rail ticket, dates, or routing.
Online Hotel Only Transaction Fee	Fee charged when an Authorized User reserves hotel online through the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Hotel Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to reserve hotel arrangements for one transaction.
Online Car Rental Only Transaction Fee	Fee charged when an Authorized User reserves car rental online through the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Car Rental Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to reserve car rental arrangements for one transaction.
Online Hotel and Car Rental Only Transaction Fee	Fee charged when an Authorized User reserves hotel and car rental online through the Contractor’s Online Travel Reservation System for one transaction.
Agent Assisted Hotel and Car Rental Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor’s travel agent to reserve hotel arrangements and car rental arrangements for one transaction.
Emergency/After-Hours Call Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor’s nationwide toll-free telephone number for Emergency/After-Hours Travel Service.
UATP Account Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor’s travel agent to reissue airline tickets from the bank of funds established through the airline’s Universal Air Travel Plan (UATP) corporate charge card program. Contractor may charge Authorized Users one Transaction Fee per Trip for tickets issued through this account.
<b>Other Fee</b>	
Online Reservation System Set-up Fee	One time set-up and implementation fee charged when an Authorized User requires an additional Concur site RFP Section 3.3 (26), Online Travel Reservation System Requirements).

Service	Description of Service
<b>Airline Discounts</b>	
American Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and American Airline applied per ticket.
Delta Air Lines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and Delta Air Lines applied per ticket.
JetBlue Airways Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and JetBlue Airways applied per ticket.
Southwest Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and Southwest Airlines applied per ticket.
United Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and United Airlines applied per ticket.

**1.3 Estimated Quantities**

The Contract resulting from this RFP 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 rate. The individual value of the resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Services and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

The following tables represent estimated travel expenditures and estimated total transactions for Calendar Year 2019. Information has been obtained from the current Contractor sales reports for Authorized Users but may not be all inclusive.

<u>Travel Service Category</u>	<u>Estimated 2019 Sales</u>	<u>Estimated 2019 Transactions</u>
Air Travel	\$7,849,231.00	18,955
Rail Travel	\$459,970.00	4,964
Lodging	\$3,216,256.00	21,342
Auto Rentals	\$392,710.00	3,856

<u>Transaction Types</u>	<u>Estimated 2019 Transactions</u>
Refunds	736
Exchanges	994
Voids	1,662
Unused Airline Tickets	1,451

Numerous factors could cause the actual quantities of Services purchased under the Contract resulting from this RFP to vary substantially from the estimates in the RFP. 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 each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period. Authorized User demand may be impacted by the COVID-19 pandemic.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- 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 RFP.

**1.4 Key Events/Dates**

EVENT	DATE	TIME
RFP Release	10/1/2020	N/A
Closing Date for Bidder Questions	10/14/2020	3:00 PM ET
OGS Procurement Services’ Responses to Bidder Questions	10/28/2020	N/A
Bid Opening / Due date for Bids	11/12/2020	11:00 AM ET
Tentative Award Date	1/15/2021	N/A
Contract Approval Date / Award Publish Date (tentative)	4/20/2021	N/A

**1.5 Bidder Questions**

All questions regarding this RFP shall be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable RFP document name and document section. The completed form must be emailed to [OGS.sm.PS\\_SW\\_TravelCoordination@ogs.ny.gov](mailto:OGS.sm.PS_SW_TravelCoordination@ogs.ny.gov) by the date and time indicated in the *Key Events/Dates* section. 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. Your company must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this RFP.

If Bidder intends to submit a Bid that deviates from the requirements of the RFP 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 4.3, *Bid Deviations*, herein for additional information.

**1.6 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 RFP. 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 RFP 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 RFP documents.**

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

## 1.7 Summary of Policy and Prohibitions On Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this RFP 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 RFP. 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/>.

## 1.8 New York State Comptroller Approval

Pursuant to the Memorandum of Understanding ("MOU") dated August 15, 2019 between the Offices of the New York State Governor Andrew M. Cuomo ("Executive"), New York State Comptroller Thomas P. DiNapoli ("OSC"), the State University of New York ("SUNY"), the State University of New York Construction Fund ("SUCF"), the City University of New York ("CUNY"), and the City University of New York Construction Fund ("CUCF"), procurement documents and contracts awarded under this Solicitation shall have no force and effect and the State bears no liability unless such procurement documents and contracts awarded under this Solicitation are approved by OSC or the pertinent pre-audit review period under the MOU has elapsed.

## 1.9 Definitions

Capitalized terms used in this RFP shall be defined in accordance with Appendix B, Definitions, or as below.

**"Additional Collection or Add Collect"** shall refer to the difference in fares collected when exchanging a ticket.

**"Agent(s)"** shall refer to Contractor-provided personnel, including travel agents and other contract-related staff.

**"Agent Assisted Airline Cancellation Transaction Fee"** shall refer to a fee charged when an Authorized User utilizes the services of the Contractor's travel agent to cancel airline travel arrangements for one transaction.

**"Agent Assisted Airline Transaction Fee"** shall refer to the fee charged by the Contractor when an Authorized User utilizes the services of the Contractor's travel agent to purchase airline travel arrangements for one transaction. The Agent Assisted Airline Transaction Fee includes the costs associated with air, hotel and car rental transaction fees. Therefore, hotel and car rental only arrangements are not charged a separate transaction fee. In an agent assisted transaction, the Authorized User and/or Travel Coordinator has granted the Contractor responsibility for making or completing the reservation purchase. The use of Contractor's customer support services for technical support or assistance in completing the otherwise self-service online travel reservation action does not, and shall not, constitute an Agent-Assisted Airline Transaction Fee.

**"Agent Assisted Car Rental Only Transaction Fee"** shall refer to the fee charged when an Authorized User uses the services of the Contractor's travel agent to reserve car rental arrangements for one transaction.

**"Agent Assisted Group Airline Cancellation Transaction Fee"** shall refer to the fee charged per ticket when an Authorized User utilizes the services of the Contractor's travel agent to cancel ten or more airline tickets on an identical itinerary.

**"Agent Assisted Group Airline Transaction Fee"** shall refer to the fee charged per ticket when an Authorized User utilizes the services of the Contractor's travel agent to purchase ten or more airline tickets on an identical itinerary.

**“Agent Assisted Hotel and Car Rental Only Transaction Fee”** shall refer to the fee charged when an Authorized User uses the services of the Contractor’s travel agent to reserve hotel arrangements and car rental arrangements for one transaction.

**“Agent Assisted Hotel Only Transaction Fee”** shall refer to the fee charged when an Authorized User uses the services of the Contractor’s travel agent to reserve hotel arrangements for one transaction.

**“Agent Assisted Rail Cancellation Transaction Fee”** shall refer to a fee charged when an Authorized User uses the services of the Contractor’s travel agent to cancel rail arrangements for one transaction.

**“Agent Assisted Rail Transaction Fee”** shall refer to a fee charged when an Authorized User uses the services of the Contractor’s travel agent to purchase rail arrangements for one transaction. The Agent Assisted Rail Transaction Fee includes the costs associated with air, hotel and car rental transaction fees. Therefore, hotel and car rental only arrangements are not charged a separate transaction fee. In an agent assisted transaction, the Authorized User and/or Travel Coordinator has granted the Contractor responsibility for making or completing the reservation purchase. The use of customer support services for technical support or assistance in completing the otherwise self-service online travel reservation action does not, and shall not, constitute an Agent Assisted Rail Transaction Fee.

**“Airline Reporting Corporation (ARC)”** shall refer to an airline-owned company serving the travel industry with financial services, data products and services, ticket distribution, and settlement.

**“Authorized User(s)”** As defined in Appendix B.

**“Best Value”** shall refer to the basis for awarding a contract for services to the Bidder which best optimizes quality, cost and efficiency among Responsive and Responsible Bidders. See State Finance Law § 163(1)(j).

**“Bidder”** shall refer to any business entity who submits a response to this RFP. At the time that the Bidder executes a Contract with the State for their services a Bidder shall become a “Contractor.” See also “Contractor.”

**“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 RFP.

**“Business Day”** shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS and federal holidays.

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

**“Custom Trips”** shall refer to travel reservations which require the Authorized User, Traveler, or Travel Coordinator to enter specific information (such as cost center, travel authorization number, etc.) prior to making a travel reservation through the Online Travel Reservation System or a travel agent.

**“E-Ticket”** shall refer to an electronic record confirming the purchase of an airline or rail ticket.

**“Emergency/After-Hours Travel Service”** shall refer to reservation and ticketing support for travel needs meeting the following criteria: 1) the call occurs before/after the Business Day and 2) the travel will commence within the following twenty-four (24) hours or the need to travel arises outside the Business Day for travel that will commence over the weekend or on the next Business Day, and the Traveler cannot wait until the next Business Day to process reservations.

**“Emergency/After-Hours Call Transaction Fee”** shall refer to a fee charged when an Authorized User utilizes the services of the Contractor’s nationwide toll-free telephone number for Emergency/After-Hours Travel Service.

**“Exchange Transaction Fee”** shall refer to a fee charged when an Authorized User uses the services of the Contractor’s travel agent to voluntarily exchange or reissue an unused or cancelled airline or rail ticket due to change of airline flight or rail ticket, dates, or routing.

**“Global Distribution System (GDS)”** shall refer to a system containing information about availability, prices, and related services for airlines, car rental companies, hotel companies, rail companies and suppliers, and through which reservations can be made and tickets can be issued. A GDS also makes some or all of these functions available to subscribing travel agents, booking engines, and airlines.

**“International Airlines Travel Agent Network (IATAN)”** shall refer to the non-profit organization that appoints travel agencies and travel agents on behalf of its customer airlines.

**“MWBE”** shall refer to businesses certified as such by Empire State Development’s Division of Minority and Women’s Business Development. NOTE: Businesses eligible to participate in the program must be owned and operated by women and/or minority group members who are citizens of the United States or permanent resident aliens. Generally, they must have been in operation for at least one year.

**“Miscellaneous Charge Order (MCO) for Residual Value”** shall refer to an accountable document issued by a travel agency or airline as residual amount of exchange (higher priced ticket exchange for a lower priced ticket) to be used on a future purchase.

**“n/a”** shall refer to the 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.

**“NYS Holidays”** shall refer 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; Juneteenth (if applicable); Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

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

**“Online Airline Cancellation Transaction Fee”** shall refer to a fee charged when an Authorized User cancels an airline ticket online using the Contractor’s Online Travel Reservation System for one transaction.

**“Online Airline Transaction Fee”** shall refer to a fee charged when an Authorized User purchases an airline ticket online using the Contractor’s Online Travel Reservation System for one transaction. The Online Airline Transaction Fee includes the costs associated with air, hotel and car rental transaction fees. Therefore, hotel and car rental only arrangements are not charged a separate transaction fee.

**“Online Car Rental Only Transaction Fee”** shall refer to the fee charged when an Authorized User reserves car rental online through the Contractor’s Online Travel Reservation System for one transaction.

**“Online Hotel and Car Rental Transaction Fee”** shall refer to the fee charged when an Authorized User reserves hotel and car rental online through the Contractor’s Online Travel Reservation System for one transaction.

**“Online Hotel Only Transaction Fee”** shall refer to the fee charged when an Authorized User reserves hotel online through the Contractor’s Online Travel Reservation System for one transaction.

**“Online Rail Cancellation Transaction Fee”** shall refer to a fee charged when an Authorized User cancels rail tickets online using the Contractor’s Online Travel Reservation System for one transaction.

**“Online Rail Transaction Fee”** shall refer to a fee charged when an Authorized User purchases rail tickets online through the Contractor’s Online Travel Reservation System for one transaction. The Online Rail Transaction Fee

includes the costs associated with air, hotel and car rental transaction fees. Therefore, hotel and car rental only arrangements are not charged a separate transaction fee.

**“Online Travel Reservation System”** shall refer to the online travel reservation service provided by the Contractor and used for online booking of travel.

**“Pass-Through Fees”** shall refer to fees that are set by travel suppliers and passed on to Authorized Users, without mark-up or any additional fees assessed by the Contractor (examples include hotel cancellation fees, airline change/cancel fees, no-show fees, visa/passport processing fees, etc.)

**“Passenger Name Record (PNR)”** shall refer to a record in a database of the Global Distribution System (GDS) that includes the passenger name, itinerary and form of payment, and the ticket number.

**“Preferred Source Products”** shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

**“Preferred Source Program”** shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

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

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

**“Statewide Travel Coordinator”** shall refer to the Procurement Services contract manager responsible for the development and administration of the centralized travel management contracts.

**“SWABIZ”** shall refer to the Southwest Airlines corporate booking tool that allows corporate and government accounts to manage and track their travel program. Features include access to exclusive offers, no transaction charges, tracks reusable funds, reporting capabilities, allows Traveler bookings and expense integration.

**“Transaction Fee”** shall refer to the following: Agent Assisted Airline Transaction Fee or Online Airline Transaction Fee; Agent Assisted Group Airline Transaction Fee; Agent Assisted Car Rental Only Transaction Fee or Online Car Rental Online Transaction Fee; Agent Assisted Hotel Only Transaction Fee or Online Hotel Only Transaction Fee; Agent Assisted Hotel and Car Rental Only Transaction Fee or Online Hotel and Car Rental Online Transaction Fee; Agent Assisted Rail Transaction Fee or Online Rail Transaction Fee; Exchange Transaction Fee; Agent Assisted Airline Cancellation Fee or Online Airline Cancellation Fee; Agent Assisted Group Airline Cancellation Fee; Agent Assisted Rail Cancellation Fee or Online Rail Cancellation Fee; UATP Account Transaction Fee and Emergency/After-Hours Travel Service Fee. See Section 6.3, *Fees and Discounts*, of the RFP, for further detail.

**“Travel Coordinator”** shall refer to the individual or individuals designated by an Authorized User to coordinate all travel activity for that Authorized User. Not all Authorized Users will have a designated Travel Coordinator.

**“Traveler”** shall refer to the person authorized (for official business) to travel using the services included under this Contract.

**“Traveler Profile”** shall refer to a record of information provided by the Traveler and/or employees that contains basic identifying elements, including but not limited to the Traveler’s full name, middle/second name or initial, e-mail address, Authorized User name, date of birth, gender, work address, phone numbers, charge card information, including

name(s), number(s), and expiration date(s), of cards, accounting information, travel preferences, passport and/or visa numbers and associated dates, and frequent Traveler memberships.

“**Trip**” shall refer to all segments of travel booked for an individual at one time for one itinerary.

“**UATP Account Transaction Fee**” shall refer to the fee charged when an Authorized User utilizes the services of the Contractor’s travel agent to reissue airline tickets from the bank of funds established through the airline’s Universal Air Travel Plan (UATP) corporate charge card program. Contractor may charge Authorized Users one Transaction Fee per Trip for tickets issued through this account.

“**Universal Air Travel Plan, Inc. (UATP)**” shall refer to the airline owned payment network accepted by thousands of merchants for air, rail, hotel, and travel agency payments.

## **1.10 Appendices and Attachments**

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

Appendix A – Standard Clauses for New York State Contracts (October 2019)

Appendix B – General Specifications (April 2016)

Appendix C – Federal Emergency Management Agency (FEMA) Terms and Conditions

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 - *Business Automobile Liability Insurance Attestation*

## **1.11 Conflict of Terms**

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

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

## **2. BIDDER QUALIFICATIONS**

Bidder is advised that the State’s intent in having the requirements listed below is to ensure that only a qualified and reliable Contractor perform the work of the resulting Contract. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. 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. A Bidder shall meet the following qualifications set forth below. Failure to meet any of the qualifications in Section 2, *Bidder Qualifications*, in whole or in part, shall result in the rejection of the bid and the bidder being found non-responsive at the discretion of the State.

## 2.1 Minimum Qualifications

1. Bidder shall provide evidence that it has maintained an organization capable of performing the work described in this RFP, in continuous operation for at least the past five years immediately preceding the Bid Opening/Due Date for Bids indicated in Section 1.4, *Key Events/Dates*. The preferred documentation is the submission of a Dun & Bradstreet Business Information Report. If the required business experience is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder must provide additional evidence to demonstrate to OGS' satisfaction that Bidder meets this requirement;
2. Bidder must be currently certified by the Airline Reporting Corporation (ARC) to meet the standards of the ARC Ticket Reporting Agency (TRA) program;
3. Bidder must be currently certified by the International Airlines Travel Agency Network (IATAN) as an airline appointed ticketing location; and
4. Bidder must have \$10,000,000 in airline sales from January 1, 2019 through December 31, 2019 as demonstrated from the Airline Reporting Corporation (ARC).

## 3. SERVICE REQUIREMENTS

This Section provides the specifications for the travel management services that are required to be provided by the selected Contractor. The Contractor must be able to provide these services throughout the contract term. Bidders will be required to provide responses that address the requirements of this RFP as part of its Attachment 5 – *Bidder Information Questionnaire*.

### 3.1 Reservation and Fee Requirements

The Contractor shall:

1. Provide travel agents to arrange reservations and issue tickets for airlines and rail along with reservations for passenger vehicle rentals and lodging. These services must include international travel, with travel agency assistance in obtaining passports and visas.
2. Provide at no cost to the Authorized User, guidance and applications for passports, visas, tourist cards and other documents necessary for foreign travel upon request. Any processing fees may be handled as a Pass-Through Fee to the Authorized User.
3. Offer to Authorized Users the lowest available rates on travel (excluding airfare) and the lowest available airfare in compliance with Authorized User travel policy.
4. Ensure that the travel options delivered under the Agent Assisted Airline Transaction Fee and Agent Assisted Rail Transaction Fee are identical to those delivered via the Online Travel Reservation System.
5. Book preferred seating, request special meals and other services as governed by Traveler Profiles and document itinerary.
6. Comply with all state travel policy and trip approval requirements. The New York State Office of the State Comptroller Travel Manual is at: <http://www.osc.state.ny.us/agencies/travel/manual.pdf>.
7. Obtain approval from Authorized User/Traveler before booking any fare which requires a penalty for change or is non-refundable.
8. Document Passenger Name Record (PNR) with exception documentation, reason codes and low fare comparison.
9. Provide continuous low fare search through Global Distribution System (GDS) for both online and agent-assisted reservations.
10. Provide international rate desk support to fare and apply international tariff for both online and agent-assisted reservations.
11. Provide lodging reservations, including initiating and confirming the reservation rate.
12. Book lodging at the lowest applicable and available rate, including, but not limited to, government, commercial, corporate or other discounted rate, including any rates negotiated by the State of New York.
13. Include confirmation numbers and other pertinent reservation data on the Traveler's itinerary.
14. Reserve rental vehicles for all Authorized Users using the New York State Passenger Vehicle Rental Award (located at: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7200123174can.HTM>). Confirm rate and include confirmation information on Traveler itinerary.

15. Provide information on the airports' terminal shuttle transportation, mass transit, and parking service availability. If applicable, Contractor will provide their negotiated airport parking services rates to the State but shall use a future state negotiated rate if lower.
16. Verify fare rates and schedules before Traveler's departure date for all tickets issued. In the event carriers reduce fares, or the State is able to negotiate a lower rate, the Contractor will search out affected tickets and reissue them at the lower rates.
17. Notify travel suppliers of the individual Traveler's frequent flyer or reward number if provided by Authorized User. Frequent Flyer mileage points may be accrued to the individual Traveler.
18. Void tickets within the 24 hour window while following the requirements of the Airline Reporting Corporation (ARC).
19. Promptly process the refund of the unused refundable ticket less the Transaction Fee when the ticket is submitted for refund. Under no circumstances shall the Contractor provide any Authorized User with a cash refund on tickets for travel. All refunds must be credited back to the original credit card or other payment means originally charged for the ticket. Each ticket shall be coded "refundable only to travel agency," to preclude a cash refund.
20. Non-refundable or unused tickets: At the time of ticketing ensure credits are used toward new reservations, and if the Traveler is booking online their profile will prompt them that a credit is available. Airline fees (including penalty fees if applicable) may apply to the Authorized Users with using these tickets.
21. In cases where the Governor of the State of New York or the President of the United States has declared a disaster or emergency for the location where the travel is to be made, any Transaction Fees associated with cancellations, refunds, voids and/or exchanges must be requested in writing by the Contractor for consideration to the Authorized User and Statewide Travel Coordinator for approval. The Contractor is required to demonstrate that any additional associated Transaction Fees are reasonable to the satisfaction of the Authorized User and Statewide Travel Coordinator.
22. Identify Travelers who either may be in high risk locations (security or natural disaster threat), have travel booked to high risk locations, or may be requesting travel to high risk locations within 2 hours upon request from an Authorized User or the Statewide Travel Coordinator. Use systems to support duty of care through automated messaging and Traveler tracking. These services may include:
  - a. Global risk analysis, including pre-trip, while away, and post trip analysis;
  - b. Traveler tracking and automated warnings and alerts;
  - c. Travel and risk policy development;
  - d. Designation-based training strategy;
  - e. IT security and compliance testing;
  - f. Mobile messaging and connectivity;
  - g. Accommodations of Traveler's special needs;
  - h. In-house 24/7 agent services;
  - i. Business continuity planning and testing; and
  - j. Integration with third-party extraction providers.
23. Notify passengers text message confirmation of any itinerary changes in flight, rail, or other travel schedules as soon as the Contractor receives the information from the travel supplier, and in no event longer than one hour from Contractor's receipt of the information. Any tickets, itineraries, and billings shall be modified or reissued to reflect changes, as necessary. The Contractor will make adjustments for any airline schedule changes in travel.
24. Audit fares within 24 hours of ticketing to ensure compliance to the applicable OGS Air Travel Services contracts or, if no State contract is present, for the lowest available fare. The Contractor shall offer non-refundable or state contract fares if applicable to travel needs.
25. Confirm seat assignment or note on invoice if seats are not available for assignment. In addition, Contractor shall enter in the Passenger Name Record (PNR) any appropriate information unique to Traveler and available in the Traveler's profile (i.e., frequent flyer number, special service requirements).
26. Provide an automated quality control process for all reservations. The quality control process must include modules that automate the processing and quality control of all aspects of travel management service including: constant lower fare searches for already booked tickets, pre-ticketing quality control checks that include; New York State travel policy compliance, unused e-ticket usage tracking; preferred vendor agreements; and Traveler preferences which include preferred seat assignments using live seat maps.,
27. Provide pre-travel reports as applicable and subject to desired frequency allowing Authorized Users or the Statewide Travel Coordinator to review any travel plans made outside of the State's travel policy before travel begins, allowing time for adjustments if necessary. Contractor will establish access to reporting platform which will deliver on demand reports to any Authorized User or the Statewide Travel Coordinator. Contractor is

responsible for the accurate distribution of all electronic tickets, itineraries and invoices. The Contractor shall remain responsible for tickets until they are received and receipted by the designated Traveler.

### **3.2 Travel Documentation Requirements**

The Contractor shall provide each Traveler and, upon request, the Authorized User, a complete electronic or printed invoice containing, the following information:

1. Airline carrier or rail information.
2. Departure and arrival times for each segment of the trip.
3. Ground transportation facilities (examples include shuttle) at destinations.
4. Name, phone number, confirmation number and location of hotels/motels and room rates booked along with cancellation requirements and where applicable, tax exemption information booked by the Contractor at each destination.
5. Name, phone number, confirmation number and location of rental car booked by the Contractor at each destination.
6. The Contractor's nationwide toll-free number and after-hour emergency services toll-free number shall be included, along with the nationwide toll free number of any airline present in the itinerary.
7. A statement of all charges associated with the transportation ticket, including the ticket number, price, fees charged, and a description of those fees. All fees shall be listed as separate line items.
8. Any credit card number used as a form of payment must be removed or truncated down to the last four digits.
9. Provide duplicate copy of the invoice to the Traveler and/or Authorized User.

### **3.3 Online Travel Reservation System Requirements**

The Contractor shall utilize Concur Travel to meet the requirements of this section for the Online Travel Reservation System. The Online Travel Reservation System as administered by the Contractor shall:

1. Have fare searching capability.
2. Display the contracted "city-pair" and point of sale discount fares from Procurement Services Group 79006 – Air Travel Services Awards 22751 and 23015 and any amendments or subsequent awards, and also regular published domestic and international fares and shall identify whether the fare is a contracted fare or published fare.
3. Offer the lowest airfares in compliance with Authorized User travel policy with ability of the State to dictate parameters (i.e., using State travel contracts, size of rental car, etc.).
4. Be capable of displaying contracted rental car rates from Procurement Services Group 72001 – Passenger Vehicle Rental Award 23174 and any amendments or subsequent awards from the NASPO ValuePoint Lodging rates at: <https://us.travelctm.com/naspo/>.
5. Have the ability to book car rentals, air fares and hotels at State contracted rates with travel vendors.
6. Accept and load New York State awarded travel contract data into the Online Travel Reservation System no later than two business days after notification by the State Travel Coordinator to ensure up-to-date rates are provided to the Authorized Users for first consideration.
7. Permit the booking of one-way trips, round trips, multi-segments, and Custom Trips.
8. Provide the ability to cancel and modify existing reservations.
9. Permit booking of vehicle and hotel rooms either with a flight or separately.
10. Provide the ability to modify existing hotel and car reservation dates.
11. Permit the booking of rail (e.g. Amtrak) tickets.
12. Maintain Traveler Profiles, with the capability of adding, changing or deleting profiles by Contractor's agents and/or Authorized User Travel Coordinators.
13. Have the capability of saving trips or cloning/copying trips.
14. Offer online user support and training (on-site, webinar, video online) including a printable user guide.
15. Be on a secure website, be password protected and contain a ticket and payment authorization system.
16. Have the ability for Travelers or representatives of Authorized Users to create unique passwords which must be used to access the Online Travel Reservation System.
17. Have the ability of allowing Authorized User Travel Coordinators to book trips for Travelers.
18. Be available 24 hours per day 365 days a year with 98% uptime annually. During any downtime Authorized Users shall be allowed to call the Contractors' online support team and will be assessed the Online Airline or

Online Rail Transaction Fee instead of the Agent Assisted Airline Transaction Fee or Agent Assisted Rail Transaction Fee.

19. Be able to provide booking and other relevant travel information via a mobile application to Authorized Users' mobile devices upon request.
20. Have the capability to hold travel reservations for twenty-four (24) hours according to the airline carrier's rules.
21. If requested, be able to integrate information with the State of New York online Statewide Financial System (SFS). Contractor agrees to coordinate with SFS, OGS and/or a third party host, for integration, if OGS exercises its right to do so. Technical Requirements shall be provided by SFS, OGS and/or a third party host during integration. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>. Please refer to Section 6.8, *NYS Financial System (SFS)*.
22. Be an industry-wide recognized, non-proprietary tool with access to GDS fares as well as Southwest Airlines and SWABIZ fares.
23. Have the ability to be audited by the Contractor prior to ticketing for compliance to NYS Travel Policy and Guidelines. Any reservations not complying shall be forwarded to the appropriate Authorized User contact or, in lieu of a contact, to the Statewide Travel Coordinator.
24. Provide information on general Traveler news and provide links to the following websites including, but not limited to, Procurement Services travel contracts, OSC Travel Manual, NASPO ValuePoint Lodging Program, GSA Per Diem rates, U.S. State Department's website for traveling abroad and international travel requirements, and the U.S. Centers for Disease Control and Prevention, and special insurance for foreign destinations (e.g. MEDEX Assistance Corp., International SOS Assistance, Worldwide Assistance, Europe Assistance) and information on English-speaking physicians (e.g. IAMAT).
25. Prioritize and prominently display the travel options from the Procurement Services Contracts to Authorized Users as listed in Section 1.2, *Scope*.
26. Authorized Users that require unique reporting data elements and/or automated travel policies shall have the capability to purchase their own individual Concur Travel site through the Contractor. Contractor shall charge Authorized User a one-time set-up subscription fee without any mark-up or additional fees for each site, the cost of providing the Online Travel Reservation System, dedicated website development for maintenance costs shall be the sole responsibility of the Contractor. The Online Travel Reservation System shall be administered by the Contractor and shall provide the Authorized User with the requirements listed in Section 3.3, Online Travel Reservation System Requirements. Contractor shall charge the same transaction fees to Authorized Users with their own individual Concur Travel site as the State site(s).
27. Be operational within sixty (60) /calendar days or sooner of notification of Contract award by Procurement Services. The cost of providing an Online Travel Reservation System, dedicated website development and maintenance costs shall be the sole responsibility of the Contractor.

### **3.4 Staffing and Travel Services Requirements**

The Contractor shall:

1. Provide travel agents to answer the phones during business hours. New York State Employee holidays are available on the New York State Civil Service website and are updated annually: [http://www.cs.ny.gov/attendance\\_leave/2014\\_legal\\_holidays.cfm](http://www.cs.ny.gov/attendance_leave/2014_legal_holidays.cfm).
2. Answer 80% of telephone calls within 20 seconds. The abandoned rate shall be less than 3%. The State reserves the right to require Automated Call Distribution (ACD) Management reports indicating agent productivity and to measure real time agent/call statistics (processing time and number of calls) at no cost to the State.
3. Provide a toll-free telephone reservation number and email address for Authorized Users to call or email Contractor during normal business hours at no cost to the State, within sixty (60) calendar days or sooner of being notified of Contract Award.
4. Provide a twenty-four (24) hour, seven (7) day a week nationwide toll-free telephone number for emergency services. The emergency/after-hours travel service may be sub-contracted by the Contractor from an emergency/after-hours travel services provider located within the United States. If the emergency/after-hours travel service is sub-contracted, the Contractor must provide the name of the emergency/after hour service in writing to Procurement Services. If the emergency/after-hours travel service provider changes during the term of the contract, the Contractor must provide written notification to Procurement Services or the Statewide Travel Coordinator within two (2) business days for review.

- a. All travel agents providing service at this number must have full access to Contractor's reservation records and reservation system.
  - b. The emergency/after-hours travel service provides reservation and ticketing support for travel needs meeting the following criteria: 1) the call occurs before/after business hours and 2) the travel will commence within the following twenty-four (24) hours or the need to travel arises over the weekend or during a holiday for travel that will commence over the weekend or on the next business day, and the Traveler cannot wait until the next business day to process reservations.
  - c. Calls made to the emergency/after-hours travel service provider during business hours shall be referred back to the travel agent or to the Online Travel Reservation System and Authorized Users shall not be assessed the emergency/after-hours travel service Transaction Fee. Requests for past date (archived) travel documents and information shall be referred to the travel agency location which originally confirmed the travel or, if applicable, to the Online Travel Reservation System.
  - d. The following requests do not meet the definition of Emergency/After-Hours Travel Services even if made outside of business hours and will be referred to the travel Contractor's toll-free telephone number to be handled during regular business hours: 1) requests for flight schedule information; 2) Transaction Fee questions; 3) technical assistance; 4) requests for invoice copies; 5) requests to update Traveler Profiles; 6) requests to add frequent flyer information to reservations; and 7) requests to change seat assignments.
5. Provide an e-mail address for questions or requests from Authorized Users which shall be monitored periodically throughout the day and a response to all inquiries returned no later than the end of the next business day after the request is received.
  6. Provide the following Travel Agent standards:
    - a. Productivity standards for front line travel agent(s).
    - b. Agent performance standards. The Agents shall be monitored to ensure productivity standards are met.
    - c. Staffing support shall be provided for scheduled and unscheduled absences for the travel agents(s).
    - d. Adequate staffing shall be provided to ensure timely response to Authorized Users in accordance with subparagraph (b) of this paragraph.
    - e. The manager shall have a minimum of three years' experience handling domestic and international corporate or government travel accounts and two years of supervisory experience.
    - f. Travel agents shall have a minimum of three years' experience handling domestic and international travel services for corporate or government travel accounts. The State reserves the right to request resumes for travel agents at any time during the Contract.
  7. Perform the following performance reviews and meetings:
    - a. The Contractor and the Statewide Travel Coordinator shall participate in monthly meetings onsite or conference calls to review performance during the term of the Contract. The travel costs associated with onsite meetings shall be the sole responsibility of the Contractor.
    - b. Contractor shall at all times allow the Statewide Travel Coordinator or a duly authorized representative of Procurement Services to monitor the performance of the services. In addition, Procurement Services retains the right to review audio phone tapes if provided specific information of the call and the individual agent within a 30 day period and monitor the online self-service reservation tool to ensure receipt of all applicable discounts and benefits from various vendors are being provided to the Travelers.
    - c. Contractor shall report on staff performance, including phone performance, phone monitoring, agent productivity, and customer comments/issues to the Statewide Travel Coordinator.
    - d. Contractor shall investigate each Authorized User's service complaint received and provide an update within 48 hours to the Authorized User.
    - e. Communicate any travel industry policy changes monthly to Travel Coordinators and Travelers of Authorized Users via e-mail and post this information on the Online Travel Reservation System.
  8. Contractor shall provide an Account Manager(s) to support the State of New York Travel Program. The account manager will be responsible for implementation, setting-up the Online Travel Reservation System, providing comprehensive reporting and benchmarking, conducting monthly reviews, creating travel program seminars and training, resolving client service and reservation issues with Travelers and/or Travel Coordinators.
  9. Contractor shall be responsible for providing Traveler Profiles through the Automatic Profile Synch technology which allows the Traveler to maintain their own profile information that syncs with all major global distribution systems and the Online Travel Reservation System instantly.
  10. Provide training and management tools:
    - a. At the request of the Statewide Travel Coordinator, the Contractor shall provide GDS reservation, reporting tool and Online Travel Reservation System periodic training as requested to the Statewide Travel Coordinator.

- b. At the request of the Authorized Users, Contractor shall provide a reasonable number of travel workshops or training presentations to Authorized Users. These workshops may be presented to multiple Authorized Users at the same time.
- c. The Contractor shall provide the Statewide Travel Coordinator with direct access to GDS reservation system and the Online Travel Reservation System.

11. Reporting:

- a. Upon request from any Authorized User, Contractor shall provide the Authorized User with a detailed series of travel activity reports for all travel purchased during the previous calendar month. Which includes, at a minimum, the following:
  - 1. Invoice Number
  - 2. Traveler's Name
  - 3. Origin
  - 4. Destination
  - 5. Total Fare
  - 6. Applicable Airline /Rail Code
  - 7. If requested, car rental and lodging information
  - 8. Or any other travel activity information
  - 9. The report shall clearly state the total purchased for the previous calendar month, followed by an accumulative total for the calendar year.
- b. Contractor shall provide the Statewide Travel Coordinator with a monthly volume report which includes the origin and destination city pair code, the number of passengers ticketed and the dollar amount by city pair. A trip out and back shall count as two trips (e.g., a trip from Albany to Philadelphia and return shall count as two trips on the Albany – Philadelphia city pair) for purposes of reporting only and does not constitute two trips for Transaction Fee purposes. In addition, the Contractor shall provide an accumulative report each month of the above information for the calendar year to date. This report is subject to change if a different version is required by the airline contractors during the term of the contract.
- c. Contractor shall submit an un-used ticket report monthly to the Traveler or Authorized User's finance officer, including passenger name, ticket number, total fare and ticket expiration date. In addition, Contractor must secure unused ticket data in Traveler's profile and provide periodic reminders in advance to the Traveler of its existence prior to the unused ticket expiration date.
- d. Contractor shall provide the Statewide Travel Coordinator a monthly list of hotel reservations confirmed during the month, including the hotel name, location of hotel (city name), number of nights and the hotel rate. The report for the Authorized User's finance officer or Statewide Travel Coordinator shall include the Traveler's name and date of reservation.
- e. The Contractor shall provide and maintain, at no additional cost to the State, a fully automated online travel management reporting tool integrated with the GDS to collect and report specific data elements. It shall also be capable of producing standard and customized travel management reports. Customization and development of additional reports will be provided to the State at no additional cost. The Contractor shall provide the Statewide Travel Coordinator with direct access to an online travel management reporting tool. The tool must have the ability to run reports at scheduled intervals as well as on demand in real time and are in excel, PDF or other printable formats. Reports should be electronically delivered to the Statewide Travel Coordinator or Authorized User's finance officer, as specified. Reports should be comprehensive and shall include all arrangements made both online and via agent to effectively and efficiently monitor the State's travel program. The Contractor will work with Statewide Travel Coordinator to define/finalize reports. Types of reports include, but not limited to:
  - 1. Billing reconciliation;
  - 2. Traveler usage;
  - 3. Vendor usage
  - 4. Spending analysis;
  - 5. Policy management;
  - 6. Quality management;
  - 7. Hotel usage report;
  - 8. Car rental usage report;
  - 9. Unused ticket report; and
  - 10. Ad-hoc reports.

- f. Contractor shall provide to the State, upon the State's request, report(s) verifying Contractor's compliance with any of the Service Requirements under the Contract.
- g. Unless otherwise specified for a particular report, Monthly reports shall be submitted by the 15<sup>th</sup> calendar day of the month immediately following the month for which the report is being submitted. If a time is not otherwise specified for the submission of a report, the report shall be submitted within ten business days of the request for the report. If a format is not otherwise specified for a report, the report shall be submitted in the format requested.

### **3.5 Travel Manual**

The Contractor shall be familiar with the New York State Office of the State Comptroller Travel Manual, as may be amended, general guidelines and responsibilities relating to transportation. The Office of the State Comptroller Travel Manual is located at: <http://www.osc.state.ny.us/agencies/travel/manual.pdf>.

### **3.6 Conflicts of Interest**

When arranging travel needs for Authorized Users, the Contractor shall ensure that the incentives offered to Contractor's agents do not interfere with the Contractor's agent's responsibility to comply with the Contractor's obligations under this Contract.

## **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 RFP, 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 RFP. 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 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](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 RFP. 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](http://www.osc.state.ny.us/vendor_management)

### **4.3 Bid Deviations**

Bids must conform to the terms set forth in the RFP. As set forth in Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the RFP 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 RFP 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.

### **4.4 Incorporation**

Portions of the successful Bidder's Bid and this RFP shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized through a separate contract document having its own provision governing conflict of terms.

### **4.5 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.

### **4.6 Format of Bid Submission**

The complete Bid package consists of a separately sealed administrative proposal and cost proposal. This separation of information 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 and cost proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any cost Proposal information in the administrative proposal documents.

The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid opening. Late Bids shall be handled in accordance with Appendix B, *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 resulting in immediate Disqualification include:

- Email or facsimile Bid submissions are not acceptable, and
- Absent Attachment 1 – *Cost Proposal* is 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.

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 RFP may be considered non-responsive and may be rejected.

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.

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 RFP requirements.

#### 4.7 Administrative Proposal Content

An administrative proposal that does not provide all the information requested below may be subject to rejection. Your administrative proposal must contain sufficient information to assure the Office of General Services of its accuracy. A complete administrative proposal consists of the following:

1. Two (2) USB flash drives each containing:
  - a. Pages 1 and 2 of the RFP (signed and scanned) (PDF);
  - b. Completed Attachment 2 – *NYS Required Certifications* with original ink signatures (PDF);
  - c. Completed Attachment 3 – *Encouraging Use of NYS Businesses* (PDF);
  - d. Proof of New York State Workers' Compensation Insurance and Disability Benefits Insurance coverage in accordance with Attachment 4 – *Insurance Requirements*;
  - e. Completed Attachment 5 – *Bidder Information Questionnaire* (Excel);
  - f. Completed Attachment 6 – *Bidder Submission Checklist* (Excel);
  - g. Completed ST-220-CA, Contractor Certification, notarized with original ink signatures (PDF);
  - h. Completed Form EEO100, Equal Employment Opportunity Staffing Plan (PDF) available at <https://ogs.ny.gov/mwbe/forms>;
  - i. Standard Vendor Responsibility Questionnaire (completed and scanned to PDF) or Certification that Questionnaire has been completed online (PDF);
  - j. Completed Bid Solicitation Updates;
  - k. Evidence that Bidder has maintained an organization capable of performing the work described in Section 3, *Service Requirements*, in continuous operation for at least the past five years immediately preceding the Bid Opening/Due Date for Bids indicated in Section 1.4, *Key Events/Dates*, in accordance with Section 2.1, *Minimum Qualifications*;
  - l. Proof that Bidder is currently certified by the Airline Reporting Corporation (ARC) to meet the standards of the ARC Ticket Reporting Agency (TRA) program in accordance with Section 2.1, *Minimum Qualifications*;
  - m. Proof that Bidder is currently certified by the International Airlines Travel Agency Network (IATAN) as an airline appointed ticketing location in accordance with Section 2.1, *Minimum Qualifications*; and
  - n. Copy of Summary Report from January 1, 2019 through December 31, 2019 showing \$10,000,000 in airline sales from the Airline Reporting Corporation (ARC) in accordance with Section 2.1, *Minimum Qualifications*.
2. One (1) Original paper versions of each of the following (to be placed in a loose-leaf binder and tabbed):
  - a. Pages 1 and 2 of the RFP with original ink signatures;
  - b. Completed Attachment 2 – *NYS Required Certifications* with original ink signatures;
  - c. Completed Attachment 3 – *Encouraging Use of NYS Businesses*;
  - d. Proof of New York State Workers' Compensation Insurance and Disability Benefits Insurance coverage in accordance with Attachment 4 – *Insurance Requirements*;
  - e. Completed Attachment 5 – *Bidder Information Questionnaire*;
  - f. Completed Attachment 6 – *Bidder Submission Checklist*;
  - g. Completed ST-220-CA, Contractor Certification, notarized with original ink signatures;
  - h. Completed Form EEO100, Equal Employment Opportunity Staffing Plan (PDF) available at <https://ogs.ny.gov/mwbe/forms>;
  - i. Standard Vendor Responsibility Questionnaire (completed and signed) or Certification that Questionnaire has been completed online;
  - j. Completed Bid Solicitation Updates;

- k. Evidence that Bidder has maintained an organization capable of performing the work described in Section 3, *Service Requirements*, in continuous operation for at least the past five years immediately preceding the Bid Opening/Due Date for Bids indicated in Section 1.4 Key Events/Dates, in accordance with Section 2.1, *Minimum Qualifications*;
- l. Proof that Bidder is currently certified by the Airline Reporting Corporation (ARC) to meet the standards of the ARC Ticket Reporting Agency (TRA) program in accordance with Section 2.1, *Minimum Qualifications*;
- m. Proof that Bidder is currently certified by the International Airlines Travel Agency Network (IATAN) as an airline appointed ticketing location in accordance with Section 2.1, *Minimum Qualifications*; and
- n. Copy of Summary Report from January 1, 2019 through December 31, 2019 showing \$10,000,000 in airline sales from the Airline Reporting Corporation (ARC) in accordance with Section 2.1, *Minimum Qualifications*.

#### **4.8 Cost Proposal**

The cost proposal shall include the Bidder's fees for services listed on Attachment 1 – Cost Proposal to provide all services herein and airline discounts for air travel. Fees not included in the cost proposal cannot be charged under the Contract except as provided in Section 6.3.3, *Reimbursable Services*. The Bidder shall propose only not-to-exceed fees and minimum airline percentage discounts. The proposed fees shall include overhead, profit, and labor. The fees will be rounded to two decimal places to the nearest whole cent. A cost proposal that does not provide all the information requested may be subject to rejection. Your cost proposal must contain sufficient information to assure the Office of General Services of its accuracy. A complete cost proposal consists of the following:

1. Two (2) USB flash drives containing the Completed Attachment 1 – *Cost Proposal* for all services offered in the Bid (Excel).

#### **4.9 Bid Envelopes and Packages**

The Administrative and Cost Proposals should be submitted in two (2) separate, clearly labeled packages. The two sealed proposals may be combined in as many mailings as needed.

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. Bid Number (RFP #23211)
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.

#### **4.10 Bid Delivery**

Bids shall be delivered to the following address on or before 11:00 a.m. ET, on or before the Bid opening date as stated in Section 1.4, *Key Events*:

State of New York Office of General Services  
Procurement Services  
Corning Tower – 38<sup>th</sup> Floor Reception Desk  
Empire State Plaza  
Albany, NY 12242

Due to COVID-19, Bids cannot be hand delivered by the Bidder, but must be delivered by common carrier (e.g. USPS, UPS, FedEx, or DHL). 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, Late Bids. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

#### **4.11 NYS Required Certifications**

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

#### **4.12 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 RFP. 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>.

#### **4.13 Firm Offer**

Bids shall remain an effective offer, firm and irrevocable, for at least 120 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 120 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

#### **4.14 NYS Reserved Rights**

For purposes of the RFP, New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the RFP;
- B. Withdraw the RFP at any time at the sole discretion of the State;
- C. Make an award under the RFP in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the RFP;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the RFP 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 RFP 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 RFP 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 RFP;
- 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 RFP;
- 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; and

- T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. 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; and
- V. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to the proposed contract without processing a formal amendment and/or modification.

## 5. METHOD OF AWARD

### 5.1 Method of Award

In accordance with New York State Finance Law Article 11, it is the intent of OGS to award a single Centralized Contract for Travel Management Services based on the “Best Value” of the proposals submitted by responsive and responsible Bidders meeting the minimum qualifications established in this RFP and offer reasonable pricing (Attachment 1 – *Cost Proposal*) as determined by OGS. OGS, at its sole discretion, will determine which proposal best satisfies its requirements. All proposals deemed responsive to the requirements of this RFP will be evaluated and scored for cost. Proposals failing to meet the requirements of this RFP may be eliminated from consideration.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth in Section 5.2, *Submission Review*, and Section 5.3, *Cost Evaluation*, by an Administrative Evaluation Committee and Cost Evaluation Committee. The Cost Proposal will be weighted **100% (100 points)** of a proposal's total score. The Bidder with the highest total score will be awarded a Contract. The result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

Bidders may be requested by OGS to clarify the contents of their proposals. Other than to provide such information as may be requested by OGS, no Bidder will be allowed to alter its proposal or add information after the deadline for submission of proposals.

### 5.2 Submission Review

The Administrative Evaluation Committee will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 4, *Bid Submission* and include the proper documentation, including all documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of OGS, may be rejected.

### 5.3 Cost Evaluation

The Cost Evaluation Committee will examine the cost proposal document. The cost proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

Each proposal that meets the submission requirements and meets the cost proposal requirements will receive a cost score. The cost proposals will be scored based on a maximum cost score of 100 points. Each required fee and discount on Attachment 1 will be assigned a weight with the weights totaling 100 points. The maximum cost score for each fee will be assigned to the Bidder with the lowest fee. Other than noted below, all other responsive proposals will receive a proportionate score based on the relation of their fee to the proposal offered at the lowest fee, using this formula:

$$C = (A/B) * X \text{ percent}$$

A is lowest fee;

B is fee of cost proposal being scored;

X is the Weight assigned to the fee being scored; and

C is the cost score for the fee

If some, but not all, Bidders submit a proposal of \$0.00 for a fee, any Bidder with a proposal of \$0.00 for that fee will receive the maximum cost score for that fee. OGS will then determine a cost score for the lowest non-\$0.00 proposal on a linear scale ranging from 0 points for the highest responsive proposed fee to the maximum cost score for a fee of \$0.00. Once that lowest non-\$0.00 cost score has been established, any remaining proposals will receive scores calculated using this formula:

$$C = (A/B) * X \text{ percent}$$

A is Lowest non-\$0.00 fee;

B is fee of cost proposal being scored;

X is the weight assigned to the fee being scored; and

C is the cost score for the fee

If all Bidders have the same amount for a fee, then each Bidder would receive maximum cost score for that fee.

The maximum cost score for each airline discount will be assigned to the Bidder with the highest discount. Proposed airline discounts of 0.00% will receive a score of zero (0) points. All other responsive proposals will receive a proportionate score based on the relation of their discount to the proposal offered at the highest discount, using this formula:

$$C = (A/B) * X \text{ percent}$$

A is discount of cost proposal being scored;

B is highest discount;

X is the weight assigned to the discount being scored; and

C is the cost score for the discount

In the event that two or more bids have the identical highest total cost score, the award recipient will be determined based on lowest combined total of the Online Airline Transaction Fee and the Agent Assisted Airline Transaction Fee.

#### **5.4 Notification of Award**

Tentative Contract award of the Contract shall consist of written notice to that effect by OGS to the selected Bidder, who shall be required to provide the following within three (3) business days to OGS:

1. all required insurance as detailed in Attachment 4 - *Insurance Requirements*; and
2. if the emergency/after-hours travel service is sub-contracted, the name of the emergency/after hour service, as detailed in Section 3.4(4), *Staffing & Travel Staffing Requirements*.

The selected Bidder and OGS 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**

The Contract will 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, *Contract Creation/Execution*). Any purchases issued against this Contract may survive up to one year from the date of expiration of the Contract, the terms and conditions of which will apply throughout the extended term.

The Contract term provided for in this section shall extend 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 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, *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 Fees and Discounts**

The State will have one standardized format for the Contract pricelist. Pricing will be collected using Attachment 1 – *Cost Proposal* in accordance with the “Instructions” tab listed within Attachment 1 – Cost Proposal.

All monetary values on Attachment 1 – *Cost Proposal* shall be extended to two decimal points (e.g. \$.12344 shall be rounded to \$.12) and rounded to the nearest whole cent. All percentages will be rounded to two decimal places.

All fees listed on Attachment 1 – *Cost Proposal* by the Bidder shall be maximum not-to-exceed fees. All fees apply to both domestic and international travel; separate fees cannot be charged for either domestic or international travel. All airline discounts listed on Attachment 1 – Cost Proposal shall be the minimum percentage discount Contractor applies to an airline ticket. Contractor may offer lower fees and/or higher airline percentage travel request.

Prior to the execution of a Contract, successful Bidder will be required to develop for OGS’s review and approval an all-inclusive Contract pricelist from the successful Bidder’s Attachment 1 – *Cost Proposal* in a format satisfactory to OGS. Fees not included in the cost proposal cannot be charged under the Contract unless they are Pass-Through Fees as stated in Section 6.3.3, *Reimbursable Services*.

**6.3.1 Transaction Fees**

1. The Contractor shall only be allowed to charge the following types of Transaction Fees for both domestic and international travel:

Service	Description of Service
<b>Transaction Fees</b>	
Online Airline Transaction Fee	Fee charged when an Authorized User purchases an airline ticket online using the Bidder’s Online Travel Reservation System for one transaction.
Agent Assisted Airline Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor’s travel agent to purchase airline travel arrangements for one transaction.
Agent Assisted Group Airline Transaction Fee	Fee charged per ticket when an Authorized User utilizes the services of the Contractor’s travel agent to purchase ten or more airline tickets on an identical itinerary.
Online Rail Transaction Fee	Fee charged when an Authorized User purchases rail tickets online through the Contractor’s Online Travel Reservation System for one transaction.

Service	Description of Service
Agent Assisted Rail Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to purchase rail arrangements for one transaction.
Online Airline Cancellation Transaction Fee	Fee charged when an Authorized User cancels an airline ticket online using the Contractor's Online Travel Reservation System for one transaction.
Agent Assisted Airline Cancellation Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor's travel agent to cancel airline travel arrangements for one transaction.
Agent Assisted Group Airline Cancellation Transaction Fee	Fee charged per ticket when an Authorized User utilizes the services of the Contractor's travel agent to cancel ten or more airline tickets on an identical itinerary.
Online Rail Cancellation Transaction Fee	Fee charged when an Authorized User cancels rail tickets online through the Contractor's Online Travel Reservation System for one transaction.
Agent Assisted Rail Cancellation Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to cancel rail arrangements for one transaction.
Exchange Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to voluntarily exchange or reissue an unused or cancelled airline or rail ticket due to change of airline flight or rail ticket, dates, or routing.
Online Hotel Only Transaction Fee	Fee charged when an Authorized User reserves hotel online through the Contractor's Online Travel Reservation System for one transaction.
Agent Assisted Hotel Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to reserve hotel arrangements for one transaction.
Online Car Rental Only Transaction Fee	Fee charged when an Authorized User reserves car rental online through the Contractor's Online Travel Reservation System for one transaction.
Agent Assisted Car Rental Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to reserve car rental arrangements for one transaction.
Online Hotel and Car Rental Only Transaction Fee	Fee charged when an Authorized User reserves hotel and car rental online through the Contractor's Online Travel Reservation System for one transaction.
Agent Assisted Hotel and Car Rental Only Transaction Fee	Fee charged when an Authorized User uses the services of the Contractor's travel agent to reserve hotel arrangements and car rental arrangements for one transaction.
Emergency/After-Hours Call Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor's nationwide toll-free telephone number for Emergency/After-Hours Travel Service.

Service	Description of Service
UATP Account Transaction Fee	Fee charged when an Authorized User utilizes the services of the Contractor's travel agent to reissue airline tickets from the bank of funds established through the airline's Universal Air Travel Plan (UATP) corporate charge card program. Contractor may charge Authorized Users one Transaction Fee per Trip for tickets issued through this account.
<b>Other Fee</b>	
Online Reservation System Set-up Fee	One time set-up and implementation fee charged when an Authorized User requires an additional Concur site RFP Section 3.3 (26), Online Travel Reservation System Requirements).
<b>Airline Discounts</b>	
American Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and American Airline applied per ticket.
Delta Air Lines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and Delta Air Lines applied per ticket.
JetBlue Airways Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and JetBlue Airways applied per ticket.
Southwest Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and Southwest Airlines applied per ticket.
United Airlines Point of Sale Domestic Discount	Point of sale domestic discount (percentage) between Contractor and United Airlines applied per ticket.

2. The Transaction Fees shall include overhead, profit, and labor. All other travel management services provided by Contractor shall be provided at no additional cost to the State.
3. A Transaction Fee applies for all reservations related to one itinerary for which an air or rail ticket is issued. One Transaction Fee may be charged per Trip, for booking and ticketing air or rail travel. For purposes of Airline and Rail Transaction Fees, a Trip means all segments of travel booked for one individual at one time for one itinerary (See Section 1.9, *Definitions*). For example, a Trip out and back (e.g., a trip from Albany to Philadelphia and return) booked at one time shall count as one Trip for Transaction Fee purposes.
4. If itinerary changes are made by the travel supplier, and not the Authorized User, resulting in ticket reissue, Contractor cannot charge a Transaction Fee and the ticket reissue shall be done at no cost to the Authorized User.
5. If changes in the itinerary at the request of the Authorized User require the reissuance of a ticket, an Exchange Transaction Fee may be charged to the Authorized User.
6. A Transaction Fee shall not be charged for activities that do not result in the issuance of a ticket (e.g., research of travel arrangements, use of customer support services for technical support or assistance with the Online Travel Reservation System, completing changes to existing arrangements prior to ticket issuance, air and/or rail reservations for which tickets are not issued, changes to a reservation which do not result in the issuance of a new ticket, voids, refunds or credits for unused tickets, etc.).
7. The Transaction Fee may only be charged at time of ticket issuance or exchange of a ticket. The fee is non-refundable if the travel is subsequently cancelled and a Cancellation Transaction Fee (Airline or Rail) may apply.
8. The Contractor shall not charge a Transaction Fee for cancellations made by Authorized User prior to issuance of tickets. All air and rail travel, both domestic and international, shall have the same Transaction Fee. The Contractor cannot charge a different fee for domestic and international air and rail travel. This applies to both agent assisted and online reservations for air and rail travel.

9. The Contractor shall not charge a separate Hotel Only, Car Rental Only, and or Hotel and Car Rental Only Transaction Fee for hotel and or car reservations if an Airline or Rail Transaction Fee (Online or Agent-Assisted) is charged. The Airline and Rail Transaction Fee (Online or Agent-Assisted) includes the costs associated with air, hotel and car rental transaction fees.
10. Exchange transactions:
- a. All exchange transactions for air or rail travel must be made through the Contractor's travel agent whether the original ticket was issued through the Online Travel Reservation System or with the Contractor's travel agent, ticket exchanges are not allowed through the Online Travel Reservation System.
  - b. An exchange transaction is the process used to issue new document(s), i.e. ticket(s) using an old document or documents as either full or partial payment. There are two types of exchanges: 1. full exchange; a wholly unused original document with no usage of value coupons is presented for exchange for a new document or; 2. partial exchange; a partially used original document where all remaining value coupons are being returned for exchange for a new document. Both full and partial exchanges include non-ARC documents presented for exchange (such as a Type B voucher or carrier non-transport document) if allowed by air carrier.
  - c. Either type of exchange will result in one of the following exchange form of payment types: 1. an additional collection; 2. exchange with miscellaneous charge order (MCO) with residual value; or 3. an even exchange. Contractor shall comply with any additional rules or instructions regarding exchange transactions provided by the carrier or the ARC. Contractor shall provide a monthly ticket exchange report and unused Ticket Report to the Statewide Travel Coordinator and, if requested, the applicable Authorized User. The monthly ticket exchange report shall include the following with respect to the exchange:
    1. Type of exchange (additional collection, even exchange or miscellaneous charge order (MCO) with residual value);
    2. Passenger name;
    3. Airline record number (PNR);
    4. Original ticket number;
    5. Airline name;
    6. Issue date;
    7. Original ticket amount/value;
    8. Original invoice number;
    9. Exchange Transaction Fee charged;
    10. New ticket number;
    11. New issue date;
    12. New ticket amount;
    13. New additional collection amount, residual value amount or even exchange amount;
    14. New invoice number; and
    15. If applicable, new passenger name.

### **6.3.2 Emergency/After-Hours Call Transaction Fees**

One Emergency/After-Hours Call Transaction Fee may be charged per call to the Emergency/After-Hours Travel Service.

If a call to the Emergency/After-Hours Travel Service results in the issuance of a ticket for air or rail travel the Contractor may, in addition to the Emergency/After-Hours Call Transaction Fee, also charge the Agent Assisted Airline and/or Rail Transaction Fee(s) for such travel.

### **6.3.3 Reimbursable Services**

The Contractor shall not be allowed to charge Authorized Users any fees for travel services except the Transaction Fees set forth in Section 6.3.1 and certain travel supplier Pass-Through Fees. The Authorized User is responsible for payment of the travel suppliers' fees, which the Contractor passes through to such Authorized User, without any mark-up or additional fee assessed by the Contractor. Examples of potential Pass-Through Fees include hotel cancellation fees, airline change fees, no-show fees, visa/passport processing fees, etc. The Authorized User shall reimburse the Contractor for Pass Through Fees after receipt of documented costs from third-party in accordance with Section 6.8, *Invoicing and Payment*.

### 6.3.4 UATP Account Transaction Fees

1. Universal Air Travel Plan (UATP) corporate charge cards for unused airline tickets are issued by individual airlines to permit the consolidation of unused ticket values from previously purchased unused tickets to be deposited into an established UATP corporate credit card account for airline purchases only. This process allows Authorized User Travelers to utilize the funds from the established UATP credit card account without expending new funds to purchase tickets.
2. The UATP account is restricted to airline ticket purchases only, travel agent transaction fees are not permitted through this account. Any transaction fees for UATP issued airline tickets must be made through the contractor's travel agent. The Contractor shall charge an UATP Account Transaction Fee to Authorized Users for airline tickets issued from the UATP corporate charge card program. Contractor shall receive payments only through the Travel Cards, Non-Employee Travel Cards (NET) and Procurement Cards provided in the OGS Bank Card Services Contract with Citibank (Group 79008, Award 22712) or such other replacement credit cards the State obtains. If the original UATP issued airline ticket results in an exchange or cancellation of the airline ticket additional agent-assisted transaction fees may be charged by the Contractor to Authorized Users under this Section.
3. Contractor shall submit an unused ticket report monthly to the Traveler and Authorized User's finance officer, including passenger name, ticket number and total fare. The Contractor shall review unused ticket balances of all Authorized Users and identify those balances that may qualify for any air carrier offered program such as a Universal Air Travel Plan (UATP) corporate charge card. The Statewide Travel Coordinator and Authorized User shall determine if the program is reasonable and the best interest of the State and the Authorized User.
4. Authorized Users shall manage and administer the UATP card programs based on the unused ticket report provided by the Contractor and the UATP monthly statement report issued by the air carrier. At times Authorized Users may have specific ad hoc internal project or employee fields that are not captured, i.e. employee numbers; requiring any reconciliation to be completed by the Authorized User. The Contractor will support Authorized Users with reporting that can include ticket activity, and the above exchange report provided in Section 6.3.2(8c). The Contractor shall notify the Statewide Travel Coordinator of any future UATP program or reporting enhancements.

### 6.3.5 Other Fee

Authorized Users that require unique reporting data elements and/or automated travel policies shall have the capability to purchase their own individual Concur Travel site through the Contractor. Contractor shall charge Authorized User an Online Reservation System set-up fee which is a one-time subscription fee without any mark-up or additional fees for each site for the cost of providing the Online Travel Reservation System. Dedicated website development for maintenance costs shall be the sole responsibility of the Contractor.

### 6.4 Maximum Fee Increase

In a single year of the Contract, the maximum price increase for each fee on Contract shall not exceed the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPIU), Not Seasonally Adjusted, Northeast Region, All Items (Series Id: CUUR0100SA0); as published by the Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at [www.bls.gov](http://www.bls.gov). Airline discounts are not subject to this section.

On each annual anniversary date of the Bid Opening, the Contractor may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

The index is also available through the Internet at the Bureau of Labor Statistics web site at <https://stats.bls.gov/>. Go to "Subjects" > "Inflation and Prices Overview" > "Consumer Price Index" > "CPI Tables" and then refer to "Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present is now available in the CPI Detailed Report as Table 24".

The Contractor is solely responsible for notifying OGS Procurement Services that the Contractor wishes to receive the CPI fee change and to submit a request for the adjusted fees on the applicable Bid Opening anniversary date;

and Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to OGS Procurement Services and the Authorized User(s), as appropriate. Should the Contractor fail to make a request and submit supporting documentation to OGS Procurement Services within ninety (90) days after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

Fee adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI for the current year compared to the previous year. This is calculated by first determining the index point change between the two readings and then the percent change. The price adjustment shall be calculated as follows: Take the CPI value for 3 months prior to the current Bid Opening anniversary date and subtract the CPI value for same month as above prior to the previous Bid Opening anniversary date. The difference is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next Contract year, upon release of a Contract Addendum from OGS Procurement Services.

The following example illustrates the computation of percent change for a hypothetical November 2020 Bid Opening anniversary date calculation:

CPI for current period (August 2020)	185.2
Less CPI for previous period (August 2019)	181.7
Equals index point change	3.5
Divided by previous period CPI	181.7
Equals	0.0192
Result multiplied by 100	<u>0.019 x 100</u>
Equals percent change/ price adjustment value	1.9

**6.5 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, *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.

**6.6 Ordering**

Authorized Users may submit orders over the phone via the Contractor’s travel agents during normal business hours or online via the Online Travel Reservation System at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically. Order confirmation should be sufficiently detailed on the invoice/itinerary as referenced in Section 3.2, *Travel Documentation Requirements*.

**6.7 Minimum Order**

There is no minimum order for this Contract.

## **6.8 Invoicing and Payment**

All purchases by Authorized Users under this Contract must be made using a method of payment provided under the Procurement Services Purchasing, Travel, and NET Cards (Statewide) contract (Group 79008-Award 22712). The use of personal credit cards or other means of payment is prohibited. State agencies may purchase travel services using either the Travel Card or Non-Employee Travel Card (NET). Non-state agencies may purchase travel services using either the Travel Card, NET Card or a Procurement Card.

Contractor shall provide to the Authorized User any and all information necessary to verify the accuracy of the charges. Such information shall be provided in the format requested by the Authorized User.

Contractor must provide travel or procurement card reconciliation reports at the request from Authorized User or the Statewide Travel Coordinator.

To the extent applicable, Contractor agrees to comply with all current Payment Card Industry Data Security Standards (PCI DSS). The PCI DSS, as set forth by the Payment Card Industry Standards Council, are available at: <https://www.pcisecuritystandards.org>.

## **6.9 Contractor Cooperation**

Upon the expiration or termination of the Contract, the Contractor has the affirmative obligation to extend appropriate and reasonable cooperation to assure the orderly transition of Contract services to the subsequent Contractor. Travel Profiles will be transferred through a Site Transfer coordinated with the State's Online Booking Tool, (Concur), and the new/ subsequent Contractor. Statewide Travel Coordinator and Contractor will determine a "last ticket date" for Authorized Users, and Contractor will provide reporting as requested to indicate Travelers that are booked and traveling after the last ticketing date. Contractor shall provide an unused ticket report (according to the Airline Report Corporation (ARC) rules and regulations traffic documents can only be exchanged by the agency location that originally issued the document) to the new/subsequent Contractor within five calendar days or sooner when requested by OGS Procurement Services. At the expiration of the Contract, Contractor shall provide an accounting of unused tickets by Authorized User as well as a Travel Management Summary identifying historic spend. The Travel Management Summary will be differentiated by Authorized User as well as a combined rollup. Such accounting shall indicate the passenger name, agency/organization, airline record number (PNR), ticket number, airline name, issue date, amount/value, invoice number and ticket expiration date. The Contractor will confirm the final date for the Contractor to deliver any outstanding reporting requirements to the Statewide Travel Coordinator and Authorized Users. The final date will identify when all Account Numbers will be deactivated; with no further access to data available.

## **6.10 NYS Financial System (SFS)**

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

### **6.11 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. 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 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 Statewide Travel Coordinator.

### **6.12 Accessibility of Web-Based Information and Applications Policy**

Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website. 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. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into any Contract resulting from this Solicitation:

Any web-based information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005. Quality assurance testing may be conducted by the State and the results of such testing, if performed, must be satisfactory to the State before web-based information and applications will be considered a qualified deliverable under the Contract or procurement.

### **6.13 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.

#### **6.14 Insurance**

Each Bidder must submit New York State Workers' Compensation Insurance and Disability Benefits insurance coverage at the time of Bid submission. Upon tentative award, the awarded Bidder shall be required to procure at its sole cost and expense all required insurance as detailed in Attachment 4 - *Insurance Requirements* in accordance with Section 5.4, *Notification of Award*. 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*.

#### **6.15 Report of Contract Usage**

Contractor shall submit Attachment 8 – *Report of Contract Usage* including any transaction fees billed to each Authorized User of this Contract, no later than 10 days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual transaction fees billed for this fractional period should be included in the quarterly report.

The report must also be submitted electronically via email 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.

#### **6.16 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. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State Certified minority- and women-owned business enterprises (“MWBES”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.

- C. 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, suspension or termination of the Contract, and/or such other actions 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. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, 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.

#### V. 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>

## **6.17 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](mailto: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>

## **6.18 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](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.

#### **6.19 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](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](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.

#### **6.20 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, *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://www.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 NYS Procurement Services Customer Services at (518) 474-6717.

### **6.21 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.

### **6.22 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.

### **6.23 Drug and Alcohol Use Prohibited**

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

### **6.24 Traffic Infractions**

Neither the State nor Authorized Users shall be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

### **6.25 Formal Disputes Related to Travel**

Formal disputes relating to any travel under this Contract shall be decided in accordance with the Authorized User's dispute resolution procedures.