



**Office of General Services
Procurement Services**

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

Request for Proposals – REVISED 9/2/21

BID OPENING DATE: 09/14/2021 TIME: 11:00 A.M. EST RFP NUMBER: 23238	TITLE: Group 79006 – Air Travel Services (Statewide) Classification Codes: 78, 90
--	--

CONTRACT PERIOD: Three 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

Mark Milstein Statewide Travel Coordinator Telephone No. (518) 402-5005	Anthony Montes Contract Management Specialist 3, Team Leader Telephone No. (518) 474-7795
Dan Blake Contract Management Specialist 2 Telephone No. (518) 402-0796	Steven Charles Contract Management Specialist 1 Telephone No. (518) 486-5354

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See New York State Vendor File Registration Clause)</i>
--	---

Legal Business Name of Company Bidding:

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

Street	City	State	County	Zip Code
--------	------	-------	--------	----------

E-mail Address:	Company Web Site:
-----------------	-------------------

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

<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
--	---	---	--

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 180 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 the signer is duly authorized to legally bind the Bidder referenced above and that the signer 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

Table of Contents

- 1. INTRODUCTION6
 - 1.1 Overview6
 - 1.2 Scope.....6
 - 1.3 Estimated Quantities.....6
 - 1.4 Key Events/Dates7
 - 1.5 Bidder Questions7
 - 1.6 NYS Contract Reporter.....7
 - 1.7 Summary of Policy and Prohibitions On Procurement Lobbying8
 - 1.8 New York State Comptroller Approval.....8
 - 1.9 Definitions8
 - 1.10 Appendices and Attachments11
 - 1.11 Conflict of Terms.....11
- 2. BIDDER QUALIFICATIONS11
 - 2.1 Minimum Qualifications.....12
- 3. SERVICE REQUIREMENTS12
 - 3.1 Service Requirements for Travelers12
 - 3.2 Daily Flight Frequency12
 - 3.3 Stop-Overs.....12
 - 3.4 Reservations and Ticket Sales12
 - 3.5 Fare Basis Codes13
 - 3.6 Applicability of Fares.....13
 - 3.7 Dates of Travel13
 - 3.8 Travel Incentives.....13
 - 3.9 Modifications of Schedule or Flight Frequency13
 - 3.10 Electronic Ticketing.....14
 - 3.11 Fuel Surcharges14
- 4. BID SUBMISSION14
 - 4.1 Performance and Bid Bonds.....14
 - 4.2 NYS Vendor File Registration.....14
 - 4.3 Bid Deviations15
 - 4.4 Incorporation15
 - 4.5 Bid Liability.....15
 - 4.6 Format of Bid Submission.....15
 - 4.7 Content16
 - 4.8 Cost Proposal16
 - 4.9 Bid Envelopes and Packages.....17
 - 4.10 Bid Delivery.....17
 - 4.11 Bid Opening Results17
 - 4.12 Firm Offer.....17

4.13	NYS Reserved Rights.....	18
5.	METHOD OF AWARD.....	18
5.1	Method of Award.....	18
5.2	Submission Review.....	19
5.3	Cost Evaluation.....	19
5.4	Notification of Award.....	21
6.	TERMS AND CONDITIONS.....	21
6.1	Contract Term and Extensions.....	21
6.2	Short term Extension.....	21
6.3	Price Adjustments.....	21
6.4	Price Structure.....	22
6.5	Ordering.....	23
6.6	Minimum Order.....	23
6.7	Invoicing and Payment.....	23
6.8	NYS Financial System (SFS).....	23
6.9	Contract Administration.....	23
6.10	Accessibility of Web-Based Information and Applications Policy.....	24
6.11	N.Y. State Finance Law § 139-I.....	24
6.12	Insurance.....	24
6.13	Report of Contract Usage.....	25
6.14	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.....	25
6.15	Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses.....	27
6.16	NYS Vendor Responsibility.....	27
6.17	NYS Tax Law Section 5-a.....	28
6.18	Non-State Agencies Participation in Centralized Contracts.....	28
6.19	Extension of Use.....	29
6.20	New Accounts.....	29
6.21	Drug and Alcohol Use Prohibited.....	29
6.22	Traffic Infractions.....	29
6.23	Formal Disputes Related to Travel.....	29

APPENDICES

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 (REVISED 9/2/21)*
- Attachment 2 – *NYS Required Certifications (REVISED 9/2/21)*
- 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*

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 is to establish centralized contracts with airlines for City-Pair fares to be used by Authorized Users. Contract awards will be made by City-Pair based on Best Value to all responsive and responsible Bidders who meet qualifications as detailed in Section 2 - *Bidder Qualifications*. Bidders will be required to offer airline City-Pair fares, as defined in Section 5 – *Method of Award*. Procurement Instructions describing requirements for Authorized Users to purchase from the centralized Contracts is found in Section 6.5.

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 enter into centralized contract(s) for air travel services for Authorized Users.

This service shall be available for use by all New York State employees and representatives acting in an official capacity to carry out assigned duties of the Executive, Legislative and Judicial Branches of government including New York State Public Authorities and Boards, and the State University of New York (SUNY). Non-State political subdivisions and others authorized by New York State law may participate in this contract, as detailed in Section 6.18 *Non-State Agencies Participation in Centralized Contracts*.

State Agencies and other Authorized Users must use the New York State Travel Card or Non - Employee Travel Card (NET) Contract (and any amendments or replacements to such Contracts) to purchase tickets. The Purchase, Travel and non-employee travel (NET) Card Services Award is available at: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7900822712can.HTM>
Personal credit cards or other means of payment are not to be used.

Reservations and tickets shall be available through the authorized travel management services contractor of record (and any amendments or replacements to such Contracts) with the State of New York. The Travel Management Services Award is available at: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7900523211can.HTM>

1.3 Estimated Quantities

A 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 prices. The individual value of each 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 dollar value of airline sales tracked via New York State's authorized Citibank Travel Card and Non-Employee Travel Card (NET) was approximately \$14,100,000.00 during a one-year period commencing January 2019 through December 2019. Estimated usage by City-Pairs is provided in Column E of Attachment 1 – Cost Proposal, based on tickets purchased using the authorized travel management contractor. More than 67,000 air travel segments were

tracked via New York State’s authorized travel management contractor during a one-year period commencing January 2019 through December 2019.

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	7/22/21	
Closing Date for Bidder Questions	8/19/21	3:00 PM ET
OGS Procurement Services’ Responses to Bidder Questions	8/31/21	N/A
Bid Opening / Due date for Bids	9/14/21	11:00 AM ET
Tentative Award Date	10/28/21	N/A
Contract Approval Date / Award Publish Date Upon OSC Approval	2/1/22	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 by the date and time indicated for Closing Date for Bidder Questions in Section 1.4 *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter. See Section 1.6 NYS Contract Reporter for additional information on the NYS Contract Reporter.

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. Your company must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this RFP. Notice of any updates to RFP documents will 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://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 RFP shall have no force and effect and the State bears no liability unless such procurement documents and contracts awarded under this RFP 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.

“**Agency Representative**” shall refer to the authorized representative of a contract using entity.

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

“**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.

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

“**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).

“**Bid**” shall refer to a Bidder’s complete response to this RFP.

“**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.

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

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

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

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

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

“**Connecting Service**” shall refer to service between origin and destination points with only one stop and that stop involves changing planes.

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

“**Daily Flights**” shall refer to flights which are scheduled each day, Monday through Friday.

“**Direct Service**” shall refer to service between origin and destination points with only one stop and that stop does not include a change of plane.

“**Domestic**” shall refer to all City-Pairs within the fifty states, the District of Columbia, the United States Virgin Islands, and the Commonwealth of Puerto Rico.

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

“**FAA**” shall refer to the Federal Aviation Administration.

“**Federal Aviation Act**” shall refer to The Federal Aviation Act of 1958 and any applicable statutory changes incorporated.

“**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**” shall refer City-Pair routes in this RFP where at least one of the origin or destination cities is not domestic.

“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.

“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.

“Nonstop Service” shall refer to service between origin and destination points without any stops.

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

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

“Passenger Name Record (PNR)” shall refer to a record in the database of a Global Distribution System (GDS) that contains the travel record for a passenger, or a group of passengers traveling together

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”).

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

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

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

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

“**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.

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

“**YCANY**” shall refer to the New York State designation for Unrestricted Class fares under this contract.

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 (REVISED 9/2/21)*

Attachment 2 – *NYS Required Certifications (REVISED 9/2/21)*

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*

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. All Bidders shall be a Certified Air Carrier or Commuter Air Carrier recognized by the United States Department of Transportation and other applicable regulatory agencies.
2. All Bidders must certify in Attachment 6 and provide evidence of certification submitted with the bid that they are in compliance with the Federal Aviation Administration meeting the stringent standards of the Federal Aviation Regulations (FARS) pertaining to commercial airlines (Part 121) for meeting specific requirements to obtain an air carrier operating certificate and standards for conducting operations
http://www.faa.gov/licenses_certificates/airline_certification/
3. Any Bidder offering a City-Pair shall have received United States Department of Transportation certification to provide scheduled service between the cities designated and shall have tickets for sale to the general public by the date and time of bid opening.

3. SERVICE REQUIREMENTS

This Section provides the specifications for air travel services that are required to be provided by the selected Contractor. The Contractor must be able to provide these services throughout the contract term.

3.1 Service Requirements for Travelers

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

3.2 Daily Flight Frequency

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

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

3.3 Stop-Overs

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

3.4 Reservations and Ticket Sales

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

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

**IATAN / ARC
NUMBERS**

07-70527-2

**CONTRACTOR'S
NAME & ADDRESS**

Knight Holdings, LLC
1127 Wehrle Drive
Williamsville, NY 14221

**RESERVATION
TELEPHONE NO.**

(716) 631-4022
(800) 543-8616

3.5 Fare Basis Codes

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

Unrestricted Fare, Column Designation I, Bid Price Submittal Form

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

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

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

3.6 Applicability of Fares

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

3.7 Dates of Travel

Travel booked and ticketed within the term of any contract(s) resulting from this RFP shall be allowed ninety (90) days after the term of the contract.

3.8 Travel Incentives

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

3.9 Modifications of Schedule or Flight Frequency

Contractors under any contract resulting from this RFP may change, increase, decrease, or terminate service to any destination provided the contractors' schedule changes are effective for the general public also. The Statewide Travel Coordinator identified in this RFP shall be advised in writing within 14 calendar days of any changes that result in the overall schedule for that City-Pair item falling below the requirements defined under the "DAILY FLIGHT FREQUENCY" or "STOP OVERTS" defined in this RFP.

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

3.10 Electronic Ticketing

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

3.11 Fuel Surcharges

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

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

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) 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: <https://osc.state.ny.us/vendors/>

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 must 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, as indicated in Section 1.4 Key Events/Dates – Bid Opening/Due Date for Bids. 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 susceptible to Disqualification may include:

- E-mail or facsimile Bid submissions are not acceptable, and
- Absent Price Pages (Attachment 1 - *Pricing* are not acceptable.)

It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.

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.

4.7 Content

A complete Bid consists of Two (2) USB flash drives and One (1) Original paper versions of each of the documents listed in the table below (with any additional required documents specified in each form completed, and in the format(s) specified). All original paper documents are to be placed in a loose-leaf binder and tabbed.

Table

	Bid Document	File Format	Electronic (2 USBs)	Original hardcopy(1)
1	Pages 1 and 2 of the RFP, signed	(PDF)	X	X
2	Any and all addenda issued for this RFP, signed	(PDF)	X	X
3	Attachment 1 – NYS Pricing (Revised 9/2/2021)	(Excel)	X	Bidder Certification Tab Only
4	Attachment 2 – NYS Required Certifications (Revised 9/2/2021)	(PDF)	X	X
5	Attachment 3 – Encouraging Use of NYS Businesses	(PDF)	X	
6	Attachment 4 – Proof of compliance with Insurance Requirements	(PDF)	X	
7	Attachment 5 – Bidder Information Questionnaire	(Excel)	X	
8	Attachment 6 – Bidder Submission Checklist	(Excel)	X	X
9	Form EEO 100, Equal Employment Opportunity Staffing Plan	(PDF)	X	X
10	ST-220-CA, Contractor Certification	(PDF)	X	X
11	Proof of Bidder certification that they are in compliance with the Federal Aviation Administration meeting the stringent standards of the Federal Aviation Regulations (FARS) pertaining to commercial airlines (Part 121) for meeting specific requirements to obtain an air carrier operating certificate and standards for conducting operations http://www.faa.gov/licenses_certificates/airline_certification/ in accordance with Section 2.1, <i>Minimum Qualifications</i> ; and	(PDF)	X	X
12	Completed Appendix C – <i>Federal Emergency Management Agency (FEMA) Terms and Conditions.</i>	(PDF)	X	X

Also, 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 RFP requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the RFP requirements.

4.8 Cost Proposal

The cost proposal shall include the Bidder's prices for services listed on Attachment 1 – Cost Proposal to provide all services herein and city-pair fares for air travel. The Bidder shall propose only not-to-exceed prices. The proposed

fares shall include overhead, profit, and labor. The fares must be rounded to the nearest whole dollar amount. 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 #23238)
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/Dates*:

State of New York Office of General Services
Procurement Services
Corning Tower – 38th 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 Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services web site. The Bid Opening Results web page makes available the list of bidders that responded to this 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>.

4.12 Firm Offer

Bids shall remain an effective offer, firm and irrevocable, for at least 180 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 180 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

4.13 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 RFP;
- 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;
- 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 multiple Centralized Contracts for Air Travel 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 proposals best satisfy its requirements. All proposals that meet the minimum qualifications and are deemed responsive to the administrative proposal requirements of this RFP will be evaluated and scored for cost. Proposals failing to meet any of 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. Bidders will be awarded city-pair Contracts based on the formulas outlined in Section 5.3,

Cost Evaluation. The result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposals 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.

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

New York City Airport Locations

John F. Kennedy International Airport (JFK)
LaGuardia Airport (LGA)
Newark International Airport (EWR)

Washington, D.C. Airport Locations:

Reagan National (DCA)
Dulles (IAD)
Baltimore (BWI)

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

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

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

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

York to Los Angeles, California with a layover in Chicago, shortest elapsed time would be the time from when the aircraft departs Albany to the time it arrives in Los Angeles. The formula below illustrates the calculations performed when both price and time are used in the determination of Best Value:

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

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

Price Calculation: The Bidder should provide its CCF, UF and list price for each City-Pair in Attachment 1 – Cost Proposal. In instances where the Bidder fails to provide CCF or UF prices, the state will still accept the Bid but will make substitutions as follows:

- If a Bidder does not offer a value for CCF for a specific City-Pair, the value for UF will be used for CCF.
- If a Bidder does not offer a value for UF for a specific City-Pair, the List Price One Way Fare will be substituted for UF for that City-Pair.

List Price: Bidder will provide the normal coach fare (list price) effective on the date of the Bid opening for each City-Pair. List price will be verified by OGS using the industry standard flight data from a Global Distribution System (GDS). The State's determination on list price shall be final. The State will use the verified list price in the evaluation.

As noted above, the pricing calculation used exclusively for instances where City-Pairs bid are direct non-stop flights is: $0.9 \times \text{CCF} + 0.1 \times \text{UF}$ equals lowest total price. This pricing calculation is added to the shortest elapsed time calculations for those City-Pairs where time is also a factor. The formulas below illustrate the calculations performed when substitutions are required:

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

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

No CCF (UF is substituted)

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

Shortest Elapsed Time: The airline Bidder must insert the shortest elapsed time (SET) on the Bid pricing pages (Attachment 1 – Cost Proposal) from the reservation system for each City-Pair bid. SET will be verified by OGS using industry standard flight data from a Global Distribution System (GDS). The State's determination on SET shall be final. The State will then use the verified SET from that particular City-Pair to use in the evaluation. The SET from the Bid pricing pages (Attachment 1 – Cost Proposal) is doubled for the calculations. It is important to note the actual calculations are done via the automated software program described above.

Best Value: Award may be made to the compliant Bid with the lowest best value total score.

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

Award on Remaining Requirements: In the event all Bidders for a specific City Pair(s) do not meet the minimum requirements identified in this RFP the State reserves the right to eliminate any mandatory, non-material requirements and award a contract for the specific City Pair(s) based on the remaining requirements, if it is in the best interests of the State. The use by "Executive Department Agencies" of such a contract for such a City Pair may be required as determined by the State.

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

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

5.4 Notification of Award

Tentative Contract award(s) shall consist of written notice to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

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

6. TERMS AND CONDITIONS

6.1 Contract Term and Extensions

A. Base Term. The Contract shall be in effect for a term of three (3) years. The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

B. Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended for two (2) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension.

C. 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 90 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. However, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Price Adjustments

Price adjustment may be made on the anniversary date of the contract start date based on the change in the Consumer Price Index (CPI) Table 1 published by the Bureau of Labor Statistics, of the U.S. Department of Labor. <http://www.bls.gov/cpi/> Table 1-monthly Consumer Price Index for all Urban Consumers (CPI-U): United States city average, expenditure categories for Airline fare <https://www.bls.gov/news.release/cpi.t01.htm> Price adjustments only apply to the original contract price and do not apply to any additional fuel surcharges.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point

change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI value for the 3rd month prior to the current anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date [e.g.: If the contract begins in March take the 3rd month (December) CPI value of the current year and subtract the 3rd month CPI value of the previous year]. That sum is then divided by the previous period CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next contract year, upon release of a Contract Addendum from OGS Procurement Services. **The following example illustrates the computation of percent change for a hypothetical March 2020 anniversary calculation from the Consumer Price Index for Air Transportation.**

CPI for December 2019	252.4
Less CPI for December 2018	248.2
Equals index point change	4.2
Divided by previous period- CPI	248.2
	Equals 0.0169
Results multiplied by 100	
Equals Percent of Adjustment	1.7

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

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

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

6.4 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.

6.5 Ordering

Authorized Users may submit orders via phone through the Travel Management Services Contractor's travel agents during normal business hours or online via the Online Travel Reservation System at any time.

6.6 Minimum Order

There is no minimum order for this Contract.

6.7 Invoicing and Payment

All purchases by Authorized Users under this Contract must be made through the Travel Management Services Contractor (Group 79005-Award 23211 and any amendments or replacement to such Contracts) using a method of payment provided under the Purchasing, Travel, and NET Cards contract (Group 79008-Award 22712 and any amendments or replacements to such Contracts).

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.

6.8 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 supports requisition-to-payment processing and financial management functions.

The State has also implemented 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/>.

6.9 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 its 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.

6.10 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 RFP:

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.

6.11 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/combatting-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.

6.12 Insurance

Each Bidder must submit all required insurance as detailed in Attachment 4 – Insurance Requirements. 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.

6.13 Report of Contract Usage

Any reports tracking using entities and dollar volume activity will be performed by the New York State authorized Travel Management Services Contractor or through the New York State authorized Purchasing, Travel and Non-Employee Travel (NET) designated Contractor(s).

6.14 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>

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

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

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

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

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

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

6.16 NYS Vendor Responsibility

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

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

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS 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.

6.17 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

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

6.18 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.

6.19 Extension of Use

Any Contract resulting from this RFP 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.

6.20 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.

6.21 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this RFP, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

6.22 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.

6.23 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.