



Office of General Services Procurement Services

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Request for Proposals – Revised April 23, 2026

BID OPENING DATE: May 14, 2026 TIME: 1:30 P.M. ET SOLICITATION NUMBER: 23405		TITLE: Group 72002 Fleet Maintenance Services Classification Codes: 25	
CONTRACT PERIOD: Commencing August 3, 2026, or upon the date of OSC approval of the final executed documents, whichever is later, for a period of five (5) 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 Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.			
Email Address: ogs.sm.ps_sw_fleetmaintenan@ogs.ny.gov			
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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
Email Address:		Company Web Site:	
If applicable, place an "x" in the appropriate box(es) <i>(check all that apply)</i>			
<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. <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE:			
OGS Use Only: # of Binders/Packages: _____ # of USB Flash Drives _____ Documented by: _____			

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for one hundred and twenty (120) 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 Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Solicitation.
3. The Bidder has read and understands the provisions of the Solicitation, and all appendices, attachments, and exhibits attached thereto, including Appendix A – *Standard Clauses for New York State Contracts* and Appendix B – *General Specifications*.
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at <https://ogs.ny.gov/acpl>.

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

Print Full Bidder Entity Name

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

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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APPENDICES

- Appendix A – *Standard Clauses for New York State Contracts* (June 2023)
- Appendix B – *General Specifications* (April 2016)
- Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (October 2023)
- Appendix D – *Contract Modification Procedure*

ATTACHMENTS

- Attachment 1 – *Pricing (Revised April 23, 2026)*
- Attachment 2 – *NYS Required Certifications*
- Attachment 3 – *Encouraging Use of New York State Businesses in Contract Performance*
- 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 – *Certification Under Executive Order No. 16*
- Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*
- Attachment 11– *Technical Submittal (Revised April 23, 2026)*
- Attachment 12 - *Data Export Requirements*

1. INTRODUCTION

1.1 Overview

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Fleet Maintenance Services as specified herein for all Authorized Users eligible to make purchases under the Contracts resulting from this Solicitation.

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

OGS intends to award one (1) Contract for Fleet Maintenance Services as a result of this Solicitation. One (1) Contract award for Fleet Maintenance Services shall be made by Best Value to the one (1) Responsive and Responsible Bidder with the highest Grand Total Score.

Authorized User Vehicle ownership and management are decentralized and occur throughout the State.

State Agencies may utilize centralized contracts, such as the Contract resulting from this Solicitation, in accordance with the requirements of State Finance Law and order of purchasing priority for services, to obtain required fleet management services for their fleet. Any Agency’s exception(s) to using centralized contracts for fleet management services shall be documented in the procurement record as part of the Agency’s form, function, and utility determination. See Section 5.4, *Procurement Instructions for Authorized Users* below.

The resultant Contract is intended to replace the OGS Contract that falls under Award 23168 – Fleet Maintenance Services whose Contract period currently ends on August 2, 2026.

1.2 Background

Under the current centralized contract for Fleet Maintenance Services, the following reflects Vehicle maintenance and repair, roadside assistance, and towing spend with Automotive Repair Shops, and the cost of Vehicle maintenance and repairs, roadside assistance and towing at Authorized User-owned facilities during the fiscal year from April 1, 2024 to March 31, 2025. Current and anticipated future Fleet Maintenance Services are and shall be based also on the following:

1. The number of State Agency Vehicles is estimated at approximately 23,300;
2. The number of State Agency Light Duty Vehicles is estimated at approximately 19,000;
3. The number of State Agency Medium to Heavy Duty Vehicles is estimated at approximately 4,000;
4. The total statewide number of Vehicles for all Authorized Users cannot be estimated;
5. The total statewide number of Authorized Users cannot be estimated;
6. As of March 2025, approximately 15,000 Authorized User Vehicles were participating in a Monthly Enrollment Plan;
7. As of March 2025, approximately 4,300 instances of accident repair, roadside assistance and towing Per Occurrence Plan services were utilized from April 2024 through March 2025; and
8. Authorized User spend for maintenance and repair services, roadside assistance, and towing from Automotive Repair Shops was approximately \$65,000,000 during the fiscal year from April 1, 2024 to March 31, 2025.
9. Vehicle ownership and management are decentralized and occur throughout the State. Each participating Authorized User will have its own Fleet Manager and may have differing authorization levels for various services.
10. Payments shall be made directly to the Contractor by individual Authorized Users. OGS shall not receive centralized billings and shall not make centralized payments on behalf of Authorized Users.
11. The State has existing contracts for Vehicle and equipment parts, tires, and towing for selected highways (e.g., The NYS Thruway, Bridge Authorities (MTA), and Long Island Parkway), with agreed-upon pricing that

the State Desires to be incorporated into the resultant Contract (see Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph B, *Integration of Other NYS Contract Pricing*); and

12. The State has an existing fuel card services contract (OGS Group 79008, Award 23310, Fuel Card Services – WEX Bank Inc, <https://ogs.ny.gov/award-23310>, and its successor if applicable). This is a separate contract. Therefore, fuel card services are excluded from the scope of the Fleet Maintenance Services contract resulting from this Solicitation.

1.3 Scope

The scope of this Solicitation, and the resulting Contract, is limited to the provision of Fleet Maintenance Services, as defined in Section 1.11, *Definitions*, to Authorized Users for their Vehicles operated in NYS and nationwide.

A. Fleet Maintenance Services, ***shall*** include, but not be limited to:

1. The administration and systematized tracking of Light Duty Vehicle and Medium to Heavy Duty Vehicle maintenance, car washes, repairs, roadside assistance, and towing, using Automotive Repair Shops (to include both National Account Vendors and Independent Vendors), to ensure that proper maintenance and warranty repairs are being performed, control authorizations for unscheduled maintenance, ensure cost is competitive and reasonable, and avoid duplicate or unnecessary repairs. The Light Duty and Medium to Heavy Duty vehicles serviced under the resultant Contract will include, but not be limited to, those having an Internal Combustion Engine (ICE), that run off gasoline, diesel, ethanol or any alternative fuel, being a Hybrid vehicle, or being a Zero Emission Vehicle;
2. Monthly Enrollment Plans and Per Occurrence Plans for Fleet Maintenance Services, available to Authorized Users;
3. A Vehicle expense management process that includes a procedure to contain Vehicle repair costs without compromising effectiveness, including, but not limited to, negotiating the cost of repairs with Independent Vendors, implementing National Account Vendor discounts, authorizing services that are necessary for Preventive Maintenance and Vehicle repairs, and ensuring that authorization procedures for repairs are followed;
4. A tiered pricing structure for Monthly Enrollment Plans and Per Occurrence Plans for Fleet Maintenance Services. The Contractor shall apply the tiered pricing as specified in Section 3.2.15, *Invoicing and Payments (Mandatory)*
5. Verifying with Automotive Repair Shops that cost is reasonable based on a nationally recognized guide (e.g., Chilton Labor Time Guide Manual and Mitchell Mechanical Labor Estimating Guide), and verification that all Automotive Repair Shops are using a nationally recognized guide in estimating repair costs;
6. On-site repair and maintenance services performed at an Authorized Users' location(s). The staff provided for on-site services shall only be provided for the duration of the service;
7. Obtaining of prior approval from the Authorized User Fleet Manager before undertaking work that exceeds the agreed upon designated dollar amount limit for Vehicle maintenance and repair costs that require prior approval from the Authorized User before work may begin. See Section 3.2.2, *Monthly Enrollment Plans (Mandatory)* for additional details;

Consolidated monthly billing to each Authorized User, for Vehicle maintenance and repair, roadside assistance, and towing from a network of reliable and reputable Automotive Repair Shops located in New York State, and nationwide;

8. Deduction of all applicable federal, state and local government taxes, due to the State's tax-exempt status, from the Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs, roadside assistance, and towing, prior to invoicing/billing the Authorized User, as specified in Section 3.2.15, *Invoicing and Payments (Mandatory)*;

9. Employment of personnel to work directly with OGS and our Authorized Users, including Contractor Key Personnel (a minimum of one Contract Administrator, a sufficient number of Customer Service contacts (a minimum of one (1)), a minimum of one Billing Contact, and an emergency contact) to meet the requirements of the contract.
10. Having and maintenance of a web-based computer system to be used for tracking Fleet Maintenance Services that may be accessed by OGS and Authorized Users. That system shall be independent of the Statewide Financial System, which the State uses;
11. Comprehensive Fleet Maintenance Services reporting capabilities and services, as specified in Section 3.2.12, *Reporting (Mandatory)*;
12. Delivery of all Services in a professional, skillful manner in accordance with the standards and quality held by first-rate, nationally-recognized firms in the industry, and in accordance with this Solicitation and any resulting contract; and
13. Take all steps necessary to become familiar with the State's and our Authorized User's processes and procedures and provide adequate staffing for performance of the Contract so as to be able to begin accepting assignments on or before August 3, 2026, or upon the date of OSC approval of the final executed documents, whichever is later. The time between the receipt of the tentative award letter and the beginning of the term is intended to be used for transitional purposes.

B. Fleet Maintenance Services **may** include:

The integration of the agreed-upon pricing of products and services under various State contracts and their replacements, as applicable, into the resultant Contract (see Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*). These contracts cover products and services such as Vehicle and equipment parts, tires, and towing for selected highways (e.g., The NYS Thruway, Bridge Authorities (MTA), and Long Island Parkway).

The following Fleet Maintenance Services are **excluded** from the scope of this Solicitation and the resultant Contract:

1. Credit Card Services - The ability for an Authorized User to acquire Product or services via the addition of credit card services to the Vehicle identification card provided to Authorized Users (see Section 3.2.14, *Fleet Vehicle Identification Card (Mandatory)*), or with any other Fleet Maintenance Service provided under the Contract;
2. Vehicle Rental - Coordinating with a Vehicle rental service, or providing the actual Vehicle rental service, for an Authorized User while a Vehicle is undergoing Fleet Maintenance Services at an Automotive Repair Shop;
3. Auction Services - Facilitating auctions or providing other auction-related services, for decommissioned Authorized User Vehicles;
4. Vehicle Acquisition - Providing a Vehicle to an Authorized User via a purchase or lease agreement;
5. Staff Augmentation Services - Providing temporary or permanent on-site staff at the Authorized User's location(s) beyond the duration of a specific on-site repair and/or maintenance service; and
6. Fuel Card Services - The State has an existing fuel card services contract. This is a separate contract. Therefore, fuel card services are excluded from the scope of the contract resulting from this Solicitation.

1.4 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately

\$65,000,000.00 annually. 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 Products 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*.

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

- Such Contracts may be non-exclusive Contracts.
- 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.
- 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 Contracts could vary substantially from the estimates provided in this Solicitation.

1.5 Key Events/Dates

Event	Date	Time
Solicitation Release	March 25, 2026	N/A
Closing Date for Bidder Questions	April 9, 2026	5:00 PM ET
OGS Procurement Services' Responses to Bidder Questions	April 23, 2026 (<i>tentative</i>)	N/A
Bid Opening / Due date for Bids	May 14, 2026	1:30 PM ET
Contract Approval Date / Award Publish Date	August 3, 2026, or Upon OSC Approval (<i>whichever is later</i>)	N/A

1.6 NYS Contract Reporter

Bidders must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> to receive notifications about this Solicitation. Navigate to the “Find Contracts” page to register for your free account, create an Opportunity Profile, and select Category/Classifications matching your business interests. Select “Turn on e-Alert notifications” to receive an email notification when a Solicitation is issued matching your selected Category/Classifications, and to receive email updates regarding selected ads. In order to receive email notifications regarding updates to the content or status of a particular ad, you must view the ad and then select “Notify me if this ad updates” on the right-hand side of the ad. Bidders also have the option to bookmark ads for future reference by selecting “Bookmark this ad” when viewing an ad.

If you do not opt-in to receive e-Alert notifications and select “Notify me if this ad updates” on a particular ad, you will not receive email notifications regarding updates for the ad. This includes email notifications regarding the posting of the question-and-answer document and updated Solicitation documents.

1.7 Bidder Questions

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be emailed to ogs.sm.ps_sw_fleetmaintenan@ogs.ny.gov by the date and time indicated in Section 1.5, *Key Events/Dates*. A Bidder is strongly encouraged to submit questions as soon as possible. Questions submitted after the deadline indicated may not be answered. OGS reserves the right, but is not required to, issue responses to late inquiries.

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. Any updates to Solicitation documents will also be posted to the OGS website. Notification of these postings will be included in the NYS Contract Reporter ad for the Solicitation (See Section 1.6, *NYS Contract Reporter*). Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation and rejected from consideration.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the *Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 4.10, *Bid Deviations* for additional information.

1.8 NYS Comptroller Approval

In accordance with Section 112 of the State Finance Law, a Contract resulting from this Solicitation shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State Comptroller (“OSC”). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

1.9 MWBE & SDVOB Interest in Partnering with Bidders

- A. If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “*Solicitation 23405 MWBE or SDVOB INTEREST_COMPANY NAME*” to ogs.sm.ps_sw_fleetmaintenan@ogs.ny.gov on or before April 9, 2026 5:00 PM ET. The e-mail content should include:
1. Company Name;
 2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address;
 3. Brief description of the company and the Products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”);
 4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB);
 5. What locations in NYS the company provides services in.
- B. A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such email, will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

1.10 Summary Of Policy and Prohibitions On Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two

findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://ogs.ny.gov/acpl/>

1.11 Definitions

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

“**24x7x365**” shall refer to 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

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

“**Arrears**” shall refer to the period after (1) a service has been performed or (2) the period of time a service covers has ended.

“**ASE**” shall refer to the National Institute for Automotive Service Excellence.

“**Automotive Repair Shop(s)**” or “Dealer(s)” or “Distributor(s)” or “Reseller(s)” or “Subcontractor(s)” shall refer to a business that is registered with the State, and licensed, if applicable, that provides: (1) diagnosis and repair of Vehicle malfunctions or damage; (2) maintenance of Vehicles; (3) repair to Vehicle bodies; (4) Vehicle glass replacement and repair; (5) Aftermarket Product Additions, or (6) Vehicle roadside assistance and towing.

“**Best Value**” shall refer to the basis for awarding contracts for services to the offerer which optimizes quality, cost, and efficiency, among responsive and responsible Bidders. (State Finance Law §163 (1) (j)).

“**Bid**” or “**Proposal**” shall refer to a response to this Solicitation submitted by a Bidder to provide Fleet Maintenance Services.

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

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

“**Data Breach**” shall refer to unauthorized access to Authorized User data or equipment which is used to transmit, store, or act upon such data by any person, including employees, officers, partners or subcontractors of Contractor, who have not been authorized to access such data.

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

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

“**Fleet Maintenance Services**” shall refer to the administration and systematized tracking of Light Duty Vehicle and Medium to Heavy Duty Vehicle maintenance, repairs, roadside assistance and towing, using Automotive Repair Shops (which must include both National Account Vendors and Independent Vendors, and if applicable, may include the Contractor’s directly or indirectly owned or operated network of Automotive Repair Shops), to ensure that proper maintenance and warranty repairs are being performed, control authorizations for unscheduled maintenance, and avoid duplicate or unnecessary repairs.

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

“Grand Total Score” shall refer to the sum of the points scored by the Bidder for Part 2: Technical, and Part 3: Financial, as determined by OGS based on Bidder’s submitted responses.

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

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

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

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

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

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

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

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

“NYS Contract Price” shall refer to the fee charged to the Authorized User for a Fleet Maintenance Service.

“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; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

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

“OEM” shall refer to Original Equipment Manufacturer.

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

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

“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 state agencies, political subdivisions and public benefit corporations (including most public authorities).

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

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

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

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

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

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

“State Agency” or “Agency” shall refer to all State departments, boards, commissions, offices or institutions but, for the purposes of this Solicitation, excludes: the State University of New York, City University of New York, the State legislature, the State judiciary, any public benefit corporation, public authority, or local government entity.

“Total Financial Bid (Monthly)” shall refer to the totals calculated on Attachment 1 – *Pricing (Revised April 23, 2026)*, Section B: *Price Sheet (Monthly)*, to be used in the evaluation of Part 3: Financial, for Monthly Enrollment Plans.

“Total Financial Bid (Per Occurrence)” shall refer to the totals calculated on Attachment 1: *Pricing*, Section C: *Price Sheet (Per Occurrence)*, to be used in the evaluation of Part 3: Financial, for Per Occurrence Plans.

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

“VMRS” shall refer to Vehicle Maintenance Reporting Standards, developed by Technology & Maintenance Council (under the auspices of the American Trucking Association) for equipment users.

1.12 Appendices and Attachments

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

1. Appendix A – *Standard Clauses for New York State Contracts* (June 2023)
2. Appendix B – *General Specifications* (April 2016)
3. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (October 2023)
4. Appendix D – *Contract Modification Procedure*
5. Attachment 1 – *Pricing (Revised April 23, 2026)*
6. Attachment 2 – *NYS Required Certifications*
7. Attachment 3 – *Encouraging Use of New York State Businesses in Contract Performance*
8. Attachment 4 – *Insurance Requirements*
9. Attachment 5 – *Bidder Information Questionnaire*
10. Attachment 6 – *Bidder Submission Checklist*
11. Attachment 7 – *Bidder Questions Form*
12. Attachment 8 – *Report of Contract Usage*
13. Attachment 9 – *Certification Under Executive Order No. 16*
14. Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*
15. Attachment 11 – *Technical Submittal (Revised April 23, 2026)*
16. Attachment 12 - *Data Export Requirements*

1.13 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 (June 2023)*;
2. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions (October 2023)*;
3. The Solicitation;
4. Appendix B – *General Specifications (April 2016)*;
5. All other appendices and attachments to the Solicitation.

2. BIDDER QUALIFICATIONS

Bidder is advised that the State's intent in having the requirements listed below is to ensure that only qualified and reliable Contractors 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:

Bidder shall be an entity with experience providing Fleet Maintenance Services as follows: Bidder must have a minimum of three (3) years' experience providing Fleet Maintenance Services for 5,000 or more Vehicles enrolled in Bidder programs to government(s) (i.e., federal or state government or their subdivisions) or private entity fleet(s).

The work experience must include either a current contract, or one that has expired no more than one (1) calendar year from the "Bid Opening / Due date for Bids" date as indicated in Section 1.5, *Key Events/Dates*. Bidder shall also describe Bidder's relevant work experience providing Fleet Maintenance Services to the entity identified. Descriptions must include the size, scope and duration of the contract, specifying the time period the work was performed.

Bidder shall demonstrate such required work experience via Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*, in response to Section 3.1.2, *Relevant Work Experience*

(Mandatory) (Bidder Minimum Qualification) item. See also Section 3.1.2, *Relevant Work Experience (Mandatory) (Bidder Minimum Qualification)* below.

3. SPECIFICATIONS

3.1 Administrative Proposal Requirements

After the Bid opening, each Bid will be screened for completeness and conformance with the stated requirements for Bid submission as set forth in this Solicitation. Any Bid not meeting these submission requirements may be deemed nonresponsive and denied further consideration for award.

A complete Administrative Proposal will consist of:

1. A completed Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*, addressing items in Sections 3.1.1 to 3.1.6 of the Solicitation;
2. As applicable, the separate attachments and information required per Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*; and
3. All other items required to be submitted with the Bid, as listed in Solicitation Section 4.4, *Content*, **excluding** the Part 2: Technical Proposal and the Part 3: Financial Proposal items.

Bidder must provide detailed (narrative) responses on Attachment 10 – *Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)*, which fully discuss and describe the manner in which it meets the following requirements stipulated under Sections 3.1.1 to 3.1.6 below. The Bidder's response must specifically address the unique needs of the State.

Bidder must provide a separate attachment for its responses when required to do so. Also, Bidder may provide a separate attachment for its responses when permitted to do so. When a separate attachment is either required or necessary for a complete Bid response, the Bidder should indicate the electronic file name in the applicable yellow response box and submit an electronic file of the document in accordance with Section 4.4, *Content*. The electronic file should be named with the applicable section number and name, and be included on the USB flash drive submitted in response to the Administrative Proposal.

3.1.1 Executive Summary (Mandatory)

Bidder shall provide an executive summary including profiles of its operations and qualifications. Bidder may either respond in the provided field(s) or provide their response on a separate attachment. These profiles shall outline the Bidder's:

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

3.1.2 Relevant Work Experience (Mandatory) (Bidder Minimum Qualification)

Bidder shall demonstrate a minimum of three (3) years' experience providing Fleet Maintenance Services for 5,000 or more Vehicles enrolled in Bidder programs to government(s) (i.e., federal or state government or their subdivisions) or private entity fleet(s). Bidder may either respond in the provided field(s) or provide their response on a separate attachment.

The work experience must include either a current contract, or one that has expired no more than one (1) calendar year from the “Bid Opening / Due date for Bids” date as indicated in Section 1.5, *Key Events/Dates*. The proposal must list and describe the Bidder’s relevant work experience providing Fleet Maintenance Services to the entity identified. Descriptions must include the size, scope and duration of the contract, specifying the time period the work was performed.

3.1.3 Relevant Work Experience (Desired)

Bidder may demonstrate experience providing Fleet Maintenance Services to additional government (i.e., federal or state governments or their subdivisions) or private entity fleet(s). The proposal must list and describe the Bidder’s relevant work experience providing Fleet Maintenance Services to the entities identified. Descriptions must include the size, scope and duration of each contract, specifying the time period the work was performed. Bidder may either respond in the provided field(s) or provide their response on a separate attachment.

3.1.4 References (Mandatory)

Bidder shall provide three (3) business references. One (1) of the three (3) references shall be from the government or private entity identified by the Bidder in response to Section 3.1.2, *Relevant Work Experience (Mandatory) (Bidder Minimum Qualification)*. The other two (2) references may be either government or private entity accounts (preferably governmental accounts) and should demonstrate the ability of the Bidder to perform jobs similar in scope to the size, nature and complexity of the Solicitation. Each reference shall include the following information:

1. Entity name;
2. Entity address;
3. Contact Person name;
4. Contact Person telephone number;
5. Contact Person email address;
6. Contract Number (if applicable);
7. Number of years Bidder has serviced the referenced entity’s account;
8. Types of programs under contract with the Bidder;
9. The number of Vehicles enrolled in contract programs; and
10. Additional information (if applicable).

3.1.5 References (Desired)

Bidder may provide a maximum of three (3) additional business references. References shall be either government or private entity accounts (preferably governmental accounts) and should demonstrate the ability of the Bidder to perform jobs similar in scope to the size, nature and complexity of the Solicitation. Each reference shall include the following information:

1. Entity name;
2. Entity address;
3. Contact Person name;
4. Contact Person telephone number;
5. Contact Person email address;
6. Contract Number (if applicable);
7. Number of years Bidder has serviced the referenced entity’s account;
8. Types of programs under contract with the Bidder;
9. The number of Vehicles enrolled in contract programs; and
10. Additional information (if applicable).

3.1.6 Staffing Plan for Contract (Mandatory)

Bidder shall provide a staffing plan that will identify the numbers and types of staff employed by the Bidder (excluding Automotive Repair Shops staff) that will implement the Contract. Bidder may either respond in the provided field(s) or provide their response on a separate attachment. The staffing plan shall include:

- a. Titles of employees;
- b. Job descriptions for titles;
- c. Minimum qualifications for each job title;
- d. Number of employees currently employed for each title;
- e. Statement from the head of Bidder's human resources department, or equivalent, certifying the total number of employees currently in the titles identified by Bidder above, and that the employees currently meet or exceed the minimum qualifications for each of the titles; and
- f. Statement from the head of Bidder's human resources department, or equivalent, certifying that personnel responding to maintenance and repair calls have a minimum of three (3) years' experience in the automotive industry as technicians or service writers, and are ASE Certified Mechanics and/or ASE Certified Master Mechanics.

As part of the staffing plan, by either responding in the provided field(s) or providing their response on a separate attachment, Bidder shall include details regarding how they are able to supply the following (Key Personnel):

1. Contract Administrator - Bidder must provide a minimum of one (1) dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. The Contract Administrator shall act as the primary point of contact for OGS. The Contract Administrator must understand the terms and conditions of the Contract resulting from this Solicitation. Bidder must identify a secondary point of contact if the Contract Administrator is unavailable.
2. Customer Service Contact - Contractor must provide a sufficient number of dedicated Customer Service Contacts (a minimum of one (1)) to support the updating and management of this Contract on a timely basis. The Customer Service Contact shall act as the primary point of contact for Authorized Users and as an additional back-up for the Contract Administrator. The Customer Service Contact must understand the terms and conditions of the Contract. Bidder must identify a secondary point of contact if the Customer Service contact is unavailable.
3. Billing Contact - Contractor must provide a Billing Contact to support the issuance and management of invoices throughout the term of this Contract.
4. Emergency Contact - Contractor must provide an Emergency Contact to be used in the event of an emergency occurring 24x7x365, including after normal business hours or on weekends/NYS Holidays, throughout the term of this Contract.

If awarded a Contract, the Contractor must maintain adequate staffing throughout the Contract term and shall notify OGS of substantive staffing changes. The Contractor must maintain or improve the described level of experience and expertise of the titles that interact directly with the Authorized Users and/or Automotive Repair Shops, and that service any other technical, financial and customer service-related needs of the Contract.

3.2 Technical Proposal Requirements

Bidder must provide detailed narrative responses on Attachment 11 – *Technical Submittal (Revised April 23, 2026)*, which fully discuss and describe the manner in which it meets the following service requirements for Fleet Maintenance Services. The Bidder's response must specifically address the unique needs of the State. Unless indicated otherwise, the Contractor must provide these services for the life of the Contract.

Bidder must provide a separate attachment for its responses when required to do so. Also, Bidder may provide a separate attachment for its responses when permitted to do so. When a separate attachment is either required or necessary for a complete Bid response, the Bidder should indicate the electronic file name in the applicable yellow response box and submit an electronic file of the document in accordance with Section 4.4, *Content*, # 19, below. The electronic file should be named with the applicable section number and name, and be included on the USB flash drive submitted in response to the Technical Proposal.

Note: If a Bidder does not currently have an established process that meets a mandatory requirement, the Bidder may submit a plan for how that requirement will be met under the resultant contract, that includes a timeframe for implementation of no longer than three (3) calendar weeks after notice of tentative award. Upon notice of tentative award, a Bidder must implement such plan(s) and provide evidence that the required process is in place and fully functional prior to Contract execution by OGS. A Bidder's failure to provide evidence by the deadline stated by OGS in the tentative award notification letter that the process is in place and fully functional will delay award of the resultant contract, and may render the Bid non-responsive and result in the disqualification of the Bid.

A complete Technical Proposal will consist of the following items:

1. A completed Attachment 11– *Technical Submittal (Revised April 23, 2026)*;
2. As applicable, the separate attachments and information required per Attachment 11– *Technical Submittal (Revised April 23, 2026)*.

3.2.1 Automotive Repair Shops (Mandatory)

Bidder shall provide a narrative response which fully discusses and describes the manner in which Automotive Repair Shops that participate in the Contract will allow Authorized Users to receive: (1) diagnosis and repair of Vehicle malfunctions or damage; (2) maintenance of Vehicles; (3) repair to Vehicle bodies; (4) Vehicle glass replacement and repair; (5) Aftermarket Product Additions; and (6) Vehicle roadside assistance and towing. These services must be available for Light Duty Vehicles and Medium to Heavy Duty Vehicles in all counties in NYS, and locations nationwide.

Fleet Maintenance Services provided in relation to Automotive Repair Shops shall include:

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

Bidder shall provide a complete listing of Automotive Repair Shops that will participate in the resultant Contract in Microsoft Excel format with its Bid submission.

- B. A process for the Authorized User to request an addition to the list of Automotive Repair Shops available for use with the Contract.
- C. A process for the Authorized User to report an Automotive Repair Shop that is not performing work that is considered satisfactory by the Authorized User, and a Contractor response process when such reports are received.
- D. A process to review Automotive Repair Shop estimates for potential duplicate or unnecessary repairs, prior to commencement of work. Contractor shall be responsible for the cost of duplicate repairs (i.e., the same repair performed twice), identified by the Authorized User, when the initial repair was trackable by the Contractor at the time of the duplicate repair.
- E. A process for collecting a valid odometer reading for each Vehicle at the time of service with an Automotive Repair Shop, and for verifying that the odometer reading is obtained by the Automotive

Repair Shop through a visual check of the Vehicle rather than one reported by the vehicle driver.

- F. The processing and payment for all charges associated with Automotive Repair Shops performing Fleet Maintenance Services on participating Authorized User Vehicles and billing the Authorized User in accordance with Section 3.2.15, *Invoicing and Payments (Mandatory)*. Services provided shall include, but not be limited to:
1. A process to minimize Authorized User Vehicle repair costs, that includes the review of all Automotive Repair Shop invoices to ensure cost is consistent with approved repair estimates, and that cost is reasonable;
 2. Negotiation, on behalf of Authorized Users, with Automotive Repair Shops to provide the lowest rate possible on individual repairs and for overall labor and parts rates, prior to authorizing a service;
 3. An audit process to review Automotive Repair Shop costs utilizing a nationally recognized guide, (e.g. Chilton Labor Time Guide Manual and Mitchell Mechanical Labor Estimating Guide), and verification that all Automotive Repair Shops are using a nationally recognized guide in estimating repair costs. The Contractor shall have a process for accepting exceptions to nationally recognized guide(s);
 4. Application of any Automotive Repair Shop rebates, discounts or rewards to Authorized User costs (Bidder shall disclose such rebates, discounts and rewards on Attachment 1 – *Pricing (Revised April 23, 2026)*, Section D: *Price Sheet (Other)*); and
 5. Payments of valid invoices according to the terms of Section 3.2.15, *Invoicing and Payments (Mandatory)*. Contractor practices such as “short paying” of Automotive Repair Shops for their services, merchant function charges, fees, percentage rebates and/or bank fees for EFT payments related to Fleet Maintenance Services shall not be endorsed or accepted by the State.
- G. A process for assisting with the resolution of any disputes related to the Contract that occur between the Automotive Repair Shops and Authorized Users, and Contractor shall implement this process if requested by an Authorized User.

3.2.2 Monthly Enrollment Plans (Mandatory)

Bidder shall provide summary description of two (2) Monthly Enrollment Plans for Fleet Maintenance Services: one (1) plan for Light Duty Vehicles; and one (1) plan for Medium to Heavy Duty Vehicles (Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph J, *Bidder-Proposed Fleet Maintenance Services and Products*, if offering additional Monthly Enrollment Plans). All services listed under Section 3.2.1, *Automotive Repair Shops (Mandatory)* shall be applicable to all Monthly Enrollment Plans offered under the Contract.

A Vehicle’s enrollment in a Monthly Enrollment Plan does not preclude usage of a Per Occurrence Plan by an Authorized User for that same Vehicle, or other Authorized User Vehicles (see Section 3.2.3, *Per Occurrence Plans (Mandatory)*). An Authorized User may independently obtain and be invoiced for a service, (e.g., body repair, roadside assistance, and towing), for a Vehicle that is enrolled in a Monthly Enrollment Plan, from an Automotive Repair Shop that participates in the Contract then be invoiced only for the services provided and not incur a Per Occurrence Plan administrative fee.

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

- A. Ongoing Fleet Maintenance Services, for each Vehicle enrolled, for one (1) flat administrative fee, invoiced monthly in Arrears. There shall be one (1) flat administrative fee for Light Duty Vehicles and one (1) for Medium to Heavy Duty Vehicles. Authorized Users shall not be invoiced a monthly fee that has not been specified on Attachment 1 – *Pricing (Revised April 23, 2026)* (e.g., Independent Vendor fee) for the Monthly Enrollment Plans. A Bidder shall indicate if an Independent Vendor fee is included in the monthly fees, and provide an explanation for the use of an Independent Vendor fee;
- B. Service technicians to review and pre-approve each Vehicle maintenance and repair service 24x7x365. The Authorized User shall have the ability to designate a dollar amount limit for Vehicle maintenance and repair costs that require prior approval from the Authorized User before work may begin. The Contractor shall obtain written approval from the Fleet Manager for all services estimated to exceed the designated dollar amount limit prior to authorizing the service. If an Authorized User has not pre-designated a dollar amount limit for Vehicle maintenance and repair costs that require prior written approval before work may

begin, then the dollar amount shall be deemed to be seven hundred and fifty U.S. Dollars (\$750.00). If the Fleet Manager is not immediately available to give approval, Contractor shall obtain approval from the designated alternate contact and provide email notification to the Fleet Manager. Contractor may be held responsible for all services estimated to exceed the designated dollar amount limit that were conducted without written approval from the Fleet Manager or their designated alternate contact;

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

provided that the Contractor has been notified by the Automotive Repair Shop and that the Contractor has notified the Authorized User that such charges are being initiated;

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

- P. A process for monitoring OEM recalls that affect Vehicles enrolled in a Monthly Enrollment Plan, and notifying the applicable Authorized User in writing of all recalls, which includes, at a minimum:
1. Notifying the OGS Contract Administrator and Authorized User Fleet Managers via email of all OEM recalls within twenty-four (24) hours of the Contractor receiving notification from the OEM;
 2. Creating or scheduling work orders in response to recalls only with prior authorization from the Authorized User;
 3. Recall notification that includes all Vehicle makes and models enrolled in a Monthly Enrollment Plan; and
 4. Inclusion of the status of recalls (e.g., open or closed) in the Vehicle data available for Authorized User enrollment and transaction reports at the Contract website (see Section 3.2.12, *Reporting (Mandatory)*).

3.2.3 Per Occurrence Plans (Mandatory)

Bidder must provide a detailed narrative response which fully discusses and describes the manner in which a Contractor shall offer the following Per Occurrence Plans for Fleet Maintenance Services that will provide service for Authorized Users of Light Duty Vehicles and Medium to Heavy Duty Vehicles. Per Occurrence Plans shall provide a per-incident Fleet Maintenance Service for a Vehicle for one flat administrative fee each time the Per Occurrence Plan service is used. This flat administrative fee is in addition to the actual charges for the repair or service. All services listed under Section 3.2.1, *Automotive Repair Shops (Mandatory)* shall be applicable to the Per Occurrence Plans offered under the Contract.

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

Usage by an Authorized User of a Per Occurrence Plan for a Vehicle does not preclude enrollment of that same Vehicle, or other Authorized User Vehicles, in a Monthly Enrollment Plan (see Section 3.2.2, *Monthly Enrollment Plans (Mandatory)*). An Authorized User may independently obtain and be invoiced for a service, (e.g., body repair, roadside assistance, and towing), for a Vehicle that is enrolled in a Monthly Enrollment Plan, from an Automotive Repair Shop that participates in the Contract and not incur a Per Occurrence Plan administrative fee.

At a minimum, the following Per Occurrence Plans shall be offered under the Contract (see Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph J, *Bidder-Proposed Fleet Maintenance Services and Products*, if offering additional Per Occurrence Plans):

- A. Maintenance and Repair Programs. Contractor shall offer Maintenance and Repair Programs, as described in Section 3.2.2, *Monthly Enrollment Plans (Mandatory)*, on a Per Occurrence basis, for Light Duty Vehicles and for Medium to Heavy Duty Vehicles. These Per Occurrence Plans shall include all aspects of the Monthly Enrollment Plans, except Preventive Maintenance program.
- B. Accident Management. Contractor shall offer the following Accident Management program options for Authorized Users of Light Duty Vehicles and Medium to Heavy Duty Vehicles. A Contractor shall have a flat administrative fee for each of the Accident Management program options listed below. An Authorized User shall have the ability to choose the All-In program, or one or more individual programs, at the time of the incident.

Note: State Agencies covered by the Self-Retained Auto Program (SRAP) are instructed to follow the accident reporting procedures posted by the OGS Fleet Management office: <https://ogs.ny.gov/fleet-management>.

Accident Management programs shall be provided under the Contract according to the following terms:

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

- d) A quarterly accident subrogation status report, provided to the Authorized User, that identifies resolved and outstanding claims for the applicable quarter.
- C. Roadside Assistance. A Contractor shall offer administration of roadside assistance service provided by Automotive Repair Shops, 24x7x365, for Light Duty Vehicles and Medium to Heavy Duty Vehicles. Administrative fees for Per Occurrence Plan calls to Automotive Repair Shops that provide roadside assistance, and arranging for service, shall not exceed the Per Occurrence Plan administrative fee Bid. Roadside assistance shall be provided under the Contract according to the following terms:
1. Contractor shall contact Automotive Repair Shops that provide roadside assistance when contacted by Authorized Users, in order to provide roadside repair services in NYS, and locations nationwide. Service should be provided within two (2) hours of a service call. If the response time is expected to exceed two (2) hours, the Contractor must notify the Authorized User at the time of the service call, and provide an anticipated response timeframe. The Authorized User reserves the right to request service from another Automotive Repair Shop, or cancel the service request, if the anticipated response time is expected to exceed two (2) hours.
 2. Roadside assistance shall include, but is not limited to:
 - a) Battery jumpstarts and engine service;
 - b) Driver lock out service;
 - c) Flat tire assistance; and
 - d) Fuel/oil/engine fluids and water service.
 3. Upon Authorized User request, Contractor shall provide detailed, itemized invoices for roadside assistance provided under the Contract. The Contractor will be responsible for providing detailed information to the Authorized User, including explanations regarding miscellaneous charges.
 4. Payment to Contractor for roadside assistance shall not be made prior to Authorized User receipt and review of Contractor's supporting details regarding the invoiced charges.
- D. Towing. A Contractor shall offer administration of towing service provided by Automotive Repair Shops, 24x7x365, for Light Duty Vehicles and Medium to Heavy Duty Vehicles. Towing service shall be provided under the Contract according to the following terms:
1. Contractor shall contact an Automotive Repair Shop that provides towing service within fifteen (15) minutes of notification from an Authorized User that it requires towing service in NYS or locations nationwide, and provide the Authorized User with an estimated response time from the Automotive Repair Shop. A response time of no more than one (1) hour for the service to arrive at the scene after the call is initiated is Desired. If this cannot be provided by the Automotive Repair Shop, the Contractor shall contact other area Automotive Repair Shops to determine if a shorter response time can be provided;
 2. The Contractor shall negotiate with the Automotive Repair Shops that provide towing services, for a not-to-exceed hookup fee, plus mileage, prior to Contractor authorizing dispatch for each towing service requested by an Authorized User;
 3. Contractor shall prioritize existing State, and other applicable Authorized User-contracted towing vendors for towing services. The State currently has existing towing service contracts for limited access highways and bridges (e.g., NYS Thruway, and bridges and tunnels operated by the Metropolitan Transportation Authority), and the City of New York ("NYC") currently has existing towing service contracts for towing from NYC highways. If towing service is not available from a State or other applicable Authorized User-contracted towing vendor, the Contractor may contact other towing vendors in order to provide towing service for an Authorized User Vehicle. This requirement holds whether or not the Contractor is providing the Desired service of integrating other NYS contracts (which Desired services are referenced in Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph B, *Integration of Other NYS Contract Pricing*);

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

3.2.4 Customer Service Support Center (Mandatory)

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

- A. Toll-free telephone access with average hold time of no more than one (1) minute;
- B. Authorized User assistance with initial and ongoing enrollment in Contractor programs, including but not limited to:
 1. Requesting, from each Authorized User at the time of enrollment, a key entry code or other specific identifier for its fleet, which shall be incorporated into the Contractor's internal information technology system, if provided by the Authorized User;
 2. Assignment of a code that will be used in the Contractor's internal information technology system to identify the Authorized User as a State Agency or non-State Agency. Unless otherwise agreed upon by OGS, a State Agency shall be coded as "1" and a non-State Agency shall be coded as "2";
 3. Identifying each Authorized User in the Contractor's internal information technology system by either the specific complete name and agency abbreviation of the State Agency (e.g., Department of Transportation, DOT), or the specific complete name of the non-State Agency, (e.g., Onondaga County Water Authority), that the Authorized User represents; and
 4. Identifying each Authorized User in the Contractor's internal information technology system by the Agency Statewide Financial System (SFS) Department ID, if applicable; and
- C. Personnel responding to maintenance and repair calls that have a minimum of three (3) years' experience in the automotive industry as a technician or service writer and are ASE Certified Mechanics and/or ASE Certified Master Mechanics. See Section 3.1.6, *Staffing Plan for Contract (Mandatory)*.
- D. Contractor shall use good faith efforts to respond to non-emergency Authorized Users' questions or concerns within 48 hours. Contractor and Authorized User shall strive to resolve the matter in a timely fashion.

3.2.5 Contract Website (Mandatory)

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

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

Section 3.2.12, *Reporting (Mandatory)*. Costs for Fleet Maintenance Services, including Vehicle maintenance and repair shall be posted online within one (1) hour of implementation or completion of the service;

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

While having a website is mandatory, it is not mandatory for an Authorized User to utilize the website. Contractor shall be responsible for updating and/or interacting with the Contract website on the Authorized User's behalf, as needed, at no additional cost to the Authorized User. It is highly recommended that all parties obtain a written confirmation of said conversation.

3.2.6 Upgrades, System Changes, and Maintenance/Support (Mandatory)

Contractor shall give a minimum of five (5) Business Days' advance notice to the Authorized User of any upgrades, system changes, maintenance/support actions that may impact availability or functionality of the services provided via the Contract website. This notice can be carried out through announcement on a website. Upgrades, system changes, maintenance/support actions which are required by system vulnerabilities or emergency situations shall be carried out by the Contractor to protect the system as soon as possible.

3.2.7 Location of Data (Desired)

The following Location of Data is Desired by the State. A Bidder may (but is not required to) include the ability to provide this desired specification in the Bid. The omission of Desired service(s) in a Bid shall not render the Bid non-responsive to the requirements of the Solicitation. However, during the Part 2: Technical Evaluation, additional technical points shall be granted to a Bidder that provides evidence with their Bid of their ability and willingness to provide the following Desired services. Fleet Maintenance Services listed herein as "Desired" shall not be included in the Part 3: Financial Evaluation of the Financial Proposal.

When the Contractor is responsible for managing the Authorized User data, it is Desired by the State that the Contractor shall meet the following requirements:

- A. All data shall remain in the Continental United States (CONUS);
- B. Any data stored, or acted upon, shall be solely located in data centers within CONUS;
- C. Any services which directly or indirectly access data shall be performed only from locations within CONUS;
- D. All data in transit shall remain in CONUS and shall be encrypted in accordance with the most current NIST FIPS-140 standard;
- E. All helpdesk, online and support services which may access data shall be performed only from locations within CONUS;
- F. Contractor may not store, act upon, or access data outside of CONUS;
- G. No Contractor support services shall be allowed to access data from locations outside of CONUS.

3.2.8 Data Ownership (Mandatory)

The Authorized User shall own all right, title and interest in Authorized User data. Contractor must process all Authorized User data in accordance with the resulting contract and shall acquire no rights in the Authorized User data and shall not use or disclose the Authorized User data except as provided under the resulting contract or as required by law. Authorized User data shall mean any information that the Authorized User may provide to the Contractor, or that may be collected by the Contractor, pursuant to the Contract.

3.2.9 Authorized User Access to Data (Mandatory)

The Authorized User shall have access to its data at all times, 24x7x365. The Authorized User shall have the ability to import or export data in piecemeal or in its entirety at its discretion at no charge to the Authorized User. This includes the ability for the Authorized User to import or export data to/from other Contractors. This can be carried out by providing application programmable interface or other such efficient electronic tools.

3.2.10 Contractor Access to Data (Mandatory)

The Contractor shall not copy or transfer Authorized User data unless required to provide Fleet Maintenance Service and/or authorized by the Authorized User. In such an event, the data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any data for any purpose other than fulfilling the Fleet Maintenance Service.

Contractor is prohibited from data mining, cross tabulating, monitoring Authorized User's data usage and/or access, or performing any other data analytics, other than as allowed under the Contract. Contractor shall identify its monitoring practices for NYS's written acceptance, which includes, but is not limited to, those that will monitor the Authorized Users' usage to facilitate system maintenance, service, fixes, and other such solution functionality-based services. Other than as allowed under the Contract, at no other time shall any data or processes (e.g. workflow, applications, etc.), which either are owned or used by an Authorized User, be copied, disclosed, or retained by the Contractor or any party related to the Contractor.

Contractors are allowed to perform industry standard back-ups of data. Documentation of back-ups must be provided upon request.

3.2.11 Data Breach (Mandatory)

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- A. Notify the NYS Cyber Command Center (<https://its.ny.gov/cybersecurity>), NYS Division of Homeland Security and Emergency Services Cyber Incident Response Team (DHSES CIRT) (<https://www.dhSES.ny.gov/cyber-incident-response-team>), and any potentially affected Authorized Users' and/or State representatives as soon as possible from the time the Contractor confirms Data Breach;
- B. Consult with and receive authorization from the Authorized User and/or NYS as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute, or by the Authorized User and/or NYS;

- C. Coordinate all communication regarding the Data Breach with the NYS Cyber Command Center, DHSES CIRT, and Authorized User and/or NYS (including possible communications with third parties);
- D. Cooperate with the Authorized User and/or NYS, NYS Cyber Command Center, DHSES CIRT, and any contractor working on behalf of the Authorized User and/or NYS or the NYS Cyber Command Center in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches;
- E. Promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Data Breach;
- F. Provide written notice to the Authorized User and NYS as to all such corrective actions taken by the Contractor to remedy the Data Breach;
- G. If Contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Appendix B, Section 48, *Remedies for Breach* shall apply and (i) the Authorized User and/or NYS may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User and/or NYS, or until the Authorized User and/or NYS has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA), or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

3.2.12 Reporting (Mandatory)

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

- A. Authorized User online Vehicle enrollment and transaction reports. To exercise control over programs, each Authorized User requires on-demand, online reports, based on Authorized User input criteria, of Vehicle enrollment and Automotive Repair Shop data. It is anticipated that in most cases weekly and monthly reporting will be necessary to provide the information needed to reconcile payments and to monitor Automotive Repair Shop usage. The Contractor shall provide a website that OGS and the Authorized User may access to produce Authorized User transaction reports in both Microsoft Excel and text formats. OGS requires access to all Authorized User Vehicle enrollment and transaction data collected under the contract, and the ability to produce reports that include such data for multiple Authorized Users, and for statewide reports. The reports and the data collected to produce the reports are confidential and may only be shared with parties other than OGS with the prior approval of the applicable Authorized User, or as mandated by issuance of an NYS executive directive (e.g., a directive from NYS Department of Budget). Unless otherwise specified by an Authorized User, the report types that are required, include:
 - 1. Number of Vehicles enrolled in each Contractor program;
 - 2. Contractor program(s) each Vehicle is enrolled in;
 - 3. Automotive Repair Shops used by each Authorized User, monthly and annually, organized by provider type (e.g., maintenance vendor, towing);
 - 4. Authorized User spend on each type of maintenance or repair service, listed by Authorized User account, division, sub-division and Vehicle;
 - 5. Itemized maintenance and repair services and parts provided for each Vehicle, and by each Automotive Repair Shop;
 - 6. Identification of "reworks" (i.e., repeat performance of service or repair because problem has not been resolved, same problem still exists, repair or service was not satisfactory, etc.);
 - 7. Post-warranty and out of warranty servicing and repair reports that include repair activities and post-warranty adjustment credit;
 - 8. Manufacturer recalls affecting Vehicles enrolled in Monthly Enrollment Plans, including the status of the recall (e.g., open or closed); and

9. Accident management data that includes VIN, date and time of accident, location and cause of accident, and itemized Vehicle service and repair costs.

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

- B. Authorized User Data Export. At the Authorized User's written request, the Contractor shall export Vehicle enrollment and transaction reports into a data file that may be imported by the Authorized User. Data shall be provided in a tab-delimited or similar text file, (a fixed width text file, not comma or tab-delimited, is preferred), or Microsoft Office compatible file format that can be imported directly to Microsoft Excel. At a minimum, Contractor shall have the ability to provide Authorized Users with the data inputs identified as "Mandatory" in Attachment 12 – *Data Export Requirements*, Tab A: *AU Transaction File*. Data shall be provided at the frequency specified by the Authorized User (e.g., monthly or daily). At the written request of the Authorized User, Contractor shall provide details of applicable coding structures such as an update task code list with codes and descriptions where applicable. See also Section 3.2.13, *Data Import and Export (Mandatory)*.
- C. Authorized User Account Review Report. At the written request of an Authorized User, Contractor must provide an emailed and/or webcast report that provides a review of the Authorized User's account, at no additional cost. The report shall be made in-person only at the request of the Authorized User. Reimbursement to the Contractor for travel, meals and lodging expenses for an in-person report for employees who do not reside in the local commuting area for the report site, shall be made in accordance with the State's Travel Reimbursement Manual published by the NYS Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.

Unless otherwise agreed upon by the Authorized User, the Account Review Report shall include, but not be limited to:

1. Vehicle service and repair account activity, summarized by Vehicle class and repair code;
2. Repair trends by vendor, agency, region, and Vehicle type;
3. Number of roadside assistance and tow occurrences, including the average response time;
4. List of overdue, scheduled Preventive Maintenance;
5. Subrogation summary that includes completed actions and recovery amounts, and those over 120 days old;
6. Cost comparisons of items 1 through 5 above, described in detail, with other similar-sized fleets; and
7. Other information as may be deemed necessary by the Fleet Manager.

- D. Report of Contract Usage. See Section 6.21, *Report of Contract Usage*.

3.2.13 Data Import and Export (Mandatory)

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

- A. Historical data collected under OGS Centralized Contract PS69147, (Group 72002, Award 23168, Fleet Maintenance Services), held by Automotive Rentals Inc. (ARI), shall be imported into the Contractor's internal information technology system. At the request of OGS or an Authorized User, historical data shall also be imported from contracts held by Authorized Users;
- B. At the request of OGS or an Authorized User, the Contractor shall import Vehicle service and repair history from fleet management information systems that may be in use by an Authorized User;
- C. At the request of OGS or an Authorized User, the Contractor shall export Authorized User data as described above in the Section 3.2.12, *Reporting (Mandatory)*, Paragraph B, *Authorized User Data*

Export;

- D. Data for the Contract shall be exported to OGS, as directed by OGS Fleet Management. Failure to timely provide the OGS data files in accordance with this section shall be considered a breach of Contract, and may result in cancellation of the Contract in accordance with Appendix B, Section 43 *Termination*.

Following are the required data files and the applicable terms and conditions:

1. Weekly Authorized User Transaction File. Contractor shall provide OGS with a weekly file that includes transaction data for all Authorized Users. At a minimum, this transaction file shall include the data inputs identified as “Mandatory” in Attachment 12 – *Data Export Requirements*, Tab A: *AU Transaction File*. The following terms and conditions apply to the Weekly Authorized User Transaction File:
 - a) The data shall be provided in a tab-delimited or similar text file, (a fixed width text file, not comma or tab-delimited, is preferred) or Microsoft Office compatible file format that can be imported directly to Microsoft Excel or Microsoft Access;
 - b) The data file shall have a standard name with the date created appended (e.g., “VendorName[YYYYMMDD].txt”);
 - c) The data file must be received by OGS electronically via an encrypted automated file transfer process. The file may either be exported to an OGS SFTP server (preferred method), or OGS can retrieve the file from the Contractor’s SFTP server via an automated process. *Note: in order for OGS to retrieve the file from the Contractor’s SFTP server, the folder shall be secure and not shared with other Contractor customers;*
 - d) No later than four (4) calendar weeks after Contract execution, the Contractor shall provide an initial data file for all Fleet Maintenance Services provided from the Contract term start date to the date the file is created, and work with OGS to establish a file transfer process. The file transfer process must be established and in place no later than eight (8) calendar weeks after Contract execution;
 - e) Upon approval by OGS of the data file and file transfer process, Contractor shall provide a data file on a weekly basis. Data export shall be automated and sent at the same time each week. The data file shall include only new data that has not been included in previously exported files;
 - f) Data for new Contract users must automatically be included in the data files, without OGS or Authorized User initiation;
 - g) Data for transactions shall be provided only after the transaction has a “completed/closed” status. Transactions “in process” shall not be included in the data file;
 - h) Data shall contain a valid VIN for all Vehicles enrolled in Contractor Fleet Maintenance Services programs which are owned by a State Agency; and
 - i) The data file shall include standard American Trucking Association (ATA) and VMRS codes, and a description of the codes, used by the Contractor to identify Vehicle maintenance and repair services provided under the Contract. No later than four (4) calendar weeks after contract execution, the Contractor must provide a list of the standard ATA and VMRS codes used, and a description of the maintenance services and repairs that the codes apply to. The list shall include codes that will be used to identify incoming transactions as “preventive maintenance service” and “inspection related”. A list of the VMRS codes currently used is included on Attachment 12 – *Data Export Requirements*, Tab A: *AU Transaction File*.
2. Weekly State Agency AMS File. Contractor shall provide OGS with a weekly file that includes Asset Management System (AMS) data for all Authorized Users that are State Agencies. At a minimum, this AMS file shall include the data inputs identified as “Mandatory” in Attachment 12 – *Data Export Requirements*, Tab B: *State Agency AMS File*. The terms and conditions listed above in Paragraph 1 *Weekly Authorized User Transaction File*, Subparagraphs a through i, shall also apply to the Weekly State Agency AMS File;
3. Post-Warranty Data File. The Contractor shall provide OGS with a monthly file that includes data for the recovery of post-warranty repair charges on Authorized User Vehicles enrolled in a Monthly Enrollment Plan. The format of delivery to OGS, and a timeframe for implementation, shall be mutually agreed upon by OGS and the Contractor upon tentative award notification. At a minimum, the warranty data file shall include:
 - a) Date range of the post-warranty data file (e.g., April 1, 2025 to April 30, 2026);

- b) OGS Contract number;
 - c) Contractor name, address, and telephone number;
 - d) Authorized User entity name, address, and Fleet Manager name;
 - e) Authorized User Purchase Order number and date;
 - f) Post-warranty claim number;
 - g) Post-warranty claim date;
 - h) Recovered date;
 - i) Automotive Repair Shop name;
 - j) Status of warranty recovery;
 - k) Dollar amount pursued; and
 - l) Dollar amount recovered.
4. Internal Shop Management Data File. OGS reserves the right to require an export of data collected from Authorized User-owned Automotive Repair Shops, if Internal Shop Management is provided under the Contract (see Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph G, *Internal Shop Management System*). Data fields exported to OGS, and a timeframe for implementation shall be mutually agreed upon by OGS and the Contractor upon an Authorized User's utilization of the Internal Shop Management System.

3.2.14 Fleet Vehicle Identification Card (Mandatory)

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

- A. The Vehicle identification card shall include:
 - 1. Model year, make and model name of the Vehicle;
 - 2. Identification number assigned to the Vehicle by the Contractor;
 - 3. Authorized User code, assigned by the Contractor;
 - 4. VIN;
 - 5. Toll-free number to contact Contractor's customer service support center 24x7x365; and
 - 6. Directions for the Authorized User to follow in the case of an accident/emergency.
- B. Authorized Users that engage in law enforcement or other investigative activities may require additional accounts or sub-accounts, in a fictitious name or names. In these instances, Vehicle identification cards shall be embossed with said fictitious name and include generic or card issuer specific card backgrounds. For such accounts:
 - 1. Information that associates the card, cardholder, driver, vehicle, or account with the State of New York or an Authorized User may not be transmitted to any merchant, person, or entity (other than the cardholder);
 - 2. Information that associates the card, card holder, driver, vehicle or account with the State of New York or an Authorized User may not be embossed, printed, or otherwise appear or be encoded on a Vehicle identification card; and
 - 3. The Bidder further agrees to keep confidential the true nature and identity of the cardholder using such fictitious name from any third parties, except as required by law or with and to the extent of the express written permission of the Authorized User. See also Section 3.2.12, *Reporting (Mandatory)*.

3.2.15 Invoicing and Payments (Mandatory)

Unless otherwise agreed upon in writing between the Authorized User and the Contractor, Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs must be separately invoiced monthly in Arrears to each participating Authorized User. In order to allow for the tiered pricing structure, all Authorized Users of the Contract shall be invoiced on the same billing cycle. See also Appendix B, Section 45 *Contract Invoicing* and Section 47 *Prompt Payments*.

Contractor shall create one (1) invoice per Authorized User that includes all the services provided for the entire billing cycle in Arrears. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

The following billing and payment services shall be provided by the Contractor:

- A. **Tax Deduction.** The Contractor shall deduct all applicable federal, state and local government taxes for Fleet Maintenance Services administrative fees and associated Vehicle maintenance and repair costs, roadside assistance and towing prior to invoicing the Authorized User, if the Authorized User is a tax exempt organization. The Authorized User shall certify tax exempt status, if required by the Contractor.

To assist with the payment process it is highly recommended the Contractor state the name of tax being billed to an Authorized User on an invoice. Doing so will allow the Authorized User to verify if they are or are not exempt from the tax on the invoice.

- B. **Tiered Pricing Structure.** The Contractor shall invoice Authorized Users in accordance with the tiered pricing structure indicated by the Bidder on Attachment 1 – *Pricing (Revised April 23, 2026)*. The NYS Contract Price per tier shall be calculated monthly, based on the aggregate volume of all Authorized Users during the applicable billing cycle at the time of invoicing, and be applied to the monthly invoice for the applicable billing cycle for each Authorized User.

The tiered NYS Contract Price for each Monthly Enrollment Plan shall be based on the aggregate volume of all Authorized User Vehicles enrolled in a Monthly Enrollment Plan (see table below).

Monthly Enrollment Plan Price Tiers	
Tier # 1	10,000 or less Vehicles Enrolled (Statewide)
Tier # 2	10,001 to 20,000 Vehicles Enrolled (Statewide)
Tier # 3	20,001 to 30,000 Vehicles Enrolled (Statewide)
Tier # 4	30,001 or more Vehicles Enrolled (Statewide)

The tiered NYS Contract Price for each Per Occurrence Plan shall be based on the aggregate volume of the number of incidents for all Authorized Users (see table below).

Per Occurrence Plan Price Tiers	
Tier # 1	100 or less Incidents per Month (Statewide)
Tier # 2	101 to 500 Incidents per Month (Statewide)
Tier # 3	501 to 1000 Incidents per Month (Statewide)
Tier # 4	1001 or more Incidents per Month (Statewide)

- C. **Monthly Invoice.** Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:
 1. Contractor Name
 2. Contractor Billing Address
 3. Contractor Federal ID Number

4. Contractor NYS Vendor ID Number
 5. Account Number
 6. NYS Contract number
 7. Name of Authorized User indicated on the Purchase Order
 8. Authorized User entity name, address, and Fleet Manager name
 9. NYS Agency Unit ID (If applicable)
 10. Authorized User code, assigned by the Contractor (If applicable)
 11. Authorized User's Purchase Order Number
 12. Order Date
 13. Invoice Date
 14. Invoice Number
 15. Invoice Amount
 16. Product Descriptions
 17. Unit Price
 18. Quantity
 19. Unit of Measure
 20. Date of Service (if applicable)
- D. Monthly Transaction Detail Report. In addition to the monthly invoice described above, a transaction detail report for each Authorized User must be available for download from a secure location at the Contractor's website and/or submitted directly to the Authorized User in Excel format within 2 business days of the Authorized User's request. The transaction detail report must match the billing cycle of the invoice and include data for all Vehicles included in the billing cycle. Unless otherwise directed by the Authorized User, the Contractor shall include, at a minimum, the information listed below on the monthly transaction detail report.
1. Date range of the transaction detail report (e.g. April 1, 2026 to April 30, 2026);
 2. OGS Contract number;
 3. Contractor name, address, and telephone number;
 4. Authorized User entity name, address, and Fleet Manager name;
 5. Authorized User code, assigned by the Contractor;
 6. Invoice creation date;
 7. Invoice due date;
 8. Invoice number';
 9. Monthly Enrollment Plan fees invoiced, if applicable;
 10. Per Occurrence Plan fees invoiced, if applicable;
 11. The following transaction details for each maintenance and repair service included in the report:
 - a) Automotive Repair Shop business name;
 - b) Vehicle number, assigned by Contractor;
 - c) VIN;
 - d) Odometer reading at the start of service;
 - e) Vehicle license plate number;
 - f) Per Occurrence Plan fees, if applicable;
 - g) Labor rate;
 - h) Quantity of hours for work performed;
 - i) Total cost of Labor;
 - j) Description of part(s);
 - k) Total cost of parts;
 - l) Credits, if applicable;
 - m) Discounts applied;
 - n) Description of maintenance and/or repair service performed;
 - o) ATA code(s) for maintenance and/or repair service performed;
 - p) Charges for work completed for each visit, even if such work is warranty work that will eventually be paid by OEM; and
 - q) Any other associated fees with the monthly invoice should be described in detail and are contingent upon Authorized User review and approval.

- E. Automotive Repair Shop Customer Copy of the Invoice. The Contractor shall ensure that Automotive Repair Shops provide the Authorized User with a customer copy of the invoice for the service performed that includes the Contractor approval number, for each transaction at the time of service.

In the event the Automotive Repair Shop's customer copy of the invoice reflects any discounts or fees that are not passed on to the Authorized User, Contractor must ensure that a written explanation (either from the Contractor or the Automotive Repair Shop) is also provided to the Authorized User with the customer copy of the invoice, and the explanation must be acceptable to the Authorized User. Such discounts and fees may include, but may not be limited to, discounts and/or fees that are based on an agreement between the Contractor and the Automotive Repair Shop.

- F. Archiving. The Contractor shall maintain service, repair, billing and payment histories for each Vehicle in the Contractor's programs in accordance with Appendix A, Section 10 *Records*. Archived records shall include all data collected under the full Contract term. At the request of an Authorized User, the Contractor shall provide the report types specified in Section 3.2.12, *Reporting (Mandatory)*, from archived data;
- G. Contractor Payment to Automotive Repair Shops. The Contractor shall make payment to Automotive Repair Shops within thirty (30) days of receipt of invoice for services performed under the Contract. No payment shall be made for unauthorized invoices;
- H. Original Invoicing. The original Automotive Repair Shop invoice that corresponds with each Vehicle repair or service provided under the Contract must be available and provided to OGS or the applicable Authorized User upon written request. OGS reserves the right to request a copy of any invoice, repair order, or technician's notes related to services performed under the Contract.
1. In the event the Automotive Repair Shop's customer copy of the invoice reflects any discounts or fees that are not passed on to the Authorized User, Contractor must ensure that a written explanation (either from the Contractor or the Automotive Repair Shop) is also provided to the Authorized User with the customer copy of the invoice, and the explanation must be acceptable to the Authorized User. Such discounts and fees may include but may not be limited to, discounts and/or fees that are based on an agreement between the Contractor and the Automotive Repair Shop.
- I. Partial Payment. If there is a disagreement about one or more of the charges, and the Authorized User opts to pay for the portion of the invoice the Authorized User agrees with, the Contractor can consider accepting a partial payment of the invoice for no additional fee.
- J. Credit Processing. If the Authorized User sends a payment that exceeds the amount due, unless otherwise requested by the Authorized User, the Contractor shall reflect the amount of the excess payment as a credit towards future charges on the subject account for no additional fee.

3.2.16 Additional Fleet Maintenance Services (Desired)

The following Fleet Maintenance Services are Desired by the State: a Bidder may (but is not required to) include them in the Bid. The omission of Desired service(s) in a Bid shall not render the Bid non-responsive to the requirements of the Solicitation. However, during the Part 2: Technical Evaluation, additional technical points shall be granted to a Bidder that provides evidence with their Bid of their ability and willingness to provide the following Desired services. Fleet Maintenance Services listed herein as "Desired" shall not be included in the Part 3: Financial Evaluation of the Financial Proposal.

- A. Automotive Repair Shop Pricing. At the written request of Procurement Services or an Authorized User, the Contractor shall provide, for no additional fee, a list of pricing that Automotive Repair Shops would ordinarily charge the public at large (e.g., "posted prices" to any customer walking in off the street), and pricing they charge for the same products and services if provided as part of the State Contract;
- B. Integration of Other NYS Contract Pricing. The Contractor shall have the ability for Authorized Users to receive contract pricing and benefits for Vehicle parts and services from other contracts held by OGS or

Authorized Users, without the need for separate transactions, Purchase Orders, invoices, etc. The Contractor must honor the specific pricing from other NYS contracts and list the pricing/discount on the Fleet Maintenance Services Contract invoices. This service shall be provided for no additional fee. These contracts may include but not be limited to:

1. Tires, Tubes, and Services
2. Vehicle and Equipment Parts and Related Products
3. Towing/roadside assistance on limited access highways and bridges (e.g., NYS Thruway, and bridges and tunnels operated by the Metropolitan Transportation Authority).

- C. Fuel Card Services Contract Integration. The Contractor shall provide the following integration of fuel card services contract data.
1. OGS Contract. Integration with the OGS Statewide Fuel Card services program (OGS Group 79008, Award 23310, Fuel Card Services – WEX Bank Inc, <https://ogs.ny.gov/award-23310>, and its successor if applicable) to track Vehicle mileage and communicate mileage markers for Preventive Maintenance. The Contractor shall track Vehicle mileage status, via data that is either supplied by OGS, or directly from the fuel card services provider, for each Vehicle that participates in the OGS fuel card services contract that is also enrolled in a Monthly Enrollment Plan on the Fleet Maintenance Services Contract. The Contractor shall contact Authorized Users (via the Fleet Manager, or other individual as directed by the Authorized User) via email within 48 hours of notification to the Contractor that a mileage marker for Preventive Maintenance Service has been reached, and provide notification that a Vehicle has reached or exceeded the Preventive Maintenance mileage marker. The cost of this service may be included in the Monthly Enrollment Plans fee; and
 2. Authorized User Contracts. The Contractor, at the written request of an Authorized User, shall provide integration of Authorized User fuel card services contracts. Authorized User fuel card services data shall be provided to the Contractor via either the Authorized User or directly from the fuel card services provider. Required services to be provided in relation to such integration, and pricing, shall be mutually agreed upon between the Authorized User and the Contractor before implementation of the integration.
- D. Telematics. At the written request of a Fleet Manager, the Contractor shall provide a Vehicle tracking system capable of monitoring the location, movements, status and behavior of Authorized User Vehicles. The Contractor shall offer a discount from MSRP for the Vehicle tracking system devices and related services, and list the discounts in the Contract.
- E. Data Capture - Telematics/GPS /Electric Vehicle Supply Equipment. The Contractor, at the written request of an Authorized User, shall provide integration of telematics/GPS/Electric Vehicle Supply Equipment (EVSE) data for individual Authorized User accounts. Integration shall be provided for individual Authorized User contracts. Authorized User telematics/GPS/EVSE data shall be provided to the Contractor via either the Authorized User or directly from the telematics/GPS/EVSE provider. Required services to be provided in relation to such integration, and pricing, shall be mutually agreed upon between the Authorized User and the Contractor before implementation of the integration.
- F. Internal Shop Data Storage. At the written request of an Authorized User, the Contractor shall designate the Authorized User-owned maintenance and repair facility(ies) as an Automotive Repair Shop for use with the Contract, so that Authorized Users may utilize data storage services for these facilities in conjunction with the Contract. Contractor shall provide Authorized Users who utilize this service with data capture or record keeping of Vehicle maintenance and repairs provided at these Authorized User-owned maintenance and repair facilities, with data entered by the Authorized User. There may be a monthly rate per Vehicle enrolled for this service, or the Contractor may allow an Authorized User to enter repair/service history and other Vehicle data for no additional fee for this data tracking. Participation in this program by Authorized Users shall be voluntary, and these Vehicles shall not participate in the Preventive Maintenance program offered by the Contractor. This service shall be identified on the Authorized User's monthly invoice as "Data Storage Service." Participating Authorized Users with Authorized User-owned maintenance and repair facilities will manage their own parts inventory, mechanic

productivity, overhead, etc.

- G. Internal Shop Management System. The Contractor shall offer software, or an internet-based system, that an Authorized User may use to track Vehicle maintenance and repairs performed at an Authorized User-owned Automotive Repair Shop. The internal shop management system should include data capture, reporting and scheduling capabilities. The Contractor may charge a monthly fee, and/or other fees that are invoiced in the Contractor's usual course of business, for use of the internal shop management system. See also Section 3.2.13, *Data Import and Export (Mandatory)*, Paragraph 4, *Internal Shop Management Data File*;
- H. Driver Training Services. The Contractor shall offer driver training services (e.g., safety programs, online driver training programs, defensive driving courses, and post-accident awareness). The Contractor shall specify the courses offered, the certification(s) that a participant will receive at the end of the course, and the applicable fees for such programs, in the Contract. Reimbursement to the Contractor for travel, meals and lodging expenses for in-person training conducted by Contractor employees who do not reside in the local commuting area for the work site, shall be made in accordance with the State's Travel Reimbursement Manual published by the NYS Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.
- I. Driver Risk Assessment. The Contractor shall have a program for providing the Fleet Manager, if requested in writing, with a driver risk assessment report and recommending specialized online training, based on a comprehensive risk assessment (including, but not limited to, driver behavior, performed by the Contractor, of driver behavior, incident types, Vehicle and job function. The Contractor may charge a per-driver fee for this service;
- J. Bidder-Proposed Fleet Maintenance Services and Products. The Contractor may offer additional Fleet Maintenance Services and Products not specified herein, with prior approval from OGS. Information on additional proposed services and Product may be included with the Bidder's Bid and will be considered for inclusion in the resultant Contract. Additional services shall only receive approval if determined, at the sole discretion of OGS, that such services or Product fall under the scope of Fleet Maintenance Services as defined herein. Additional services or Product proposed after Contract execution may be submitted in accordance with Section 6.36, *Centralized Contract Modifications* . See also Section 1.3, *Scope* for a list of excluded services.

3.2.17 Data Export Requirements – All & State

Data for the Contract shall be exported to OGS, as directed by OGS. Failure to timely provide the OGS data files in accordance with Attachment 12 - *Data Export Requirements* or related resultant Contract sections shall be considered a breach of Contract and may result in cancellation of the Contract in accordance with Appendix B, Section 43 *Termination*. Contractor shall provide OGS with a weekly file that includes transaction data for all Authorized Users (Attachment 12 - *Data Export Requirements*, Section A – *Authorized User Transaction File*) and for State Agencies (Attachment 12 - *Data Export Requirements*, Section B – *State Agency AMS File*).

Upon Contract Award, data for all Authorized Users of the Contract shall be exported to OGS, as directed by OGS Fleet Management. At the written request of OGS or an Authorized User, the Contractor shall export Authorized User data as described in Section 3.2.12, *Reporting (Mandatory)*, Paragraph B, *Authorized User Data Export*. At a minimum, the Contractor shall have the ability to provide the data inputs identified as "Mandatory." OGS reserves the right to require data collected from Authorized User-owned Automotive Repair Shops, if Internal Shop Management is provided under the contract (see Section 3.2.16, *Additional Fleet Maintenance Services (Desired)*, Paragraph G, *Internal Shop Management System*). Data fields exported to OGS, and a timeframe for implementation shall be mutually agreed upon by OGS and the Contractor upon an Authorized User's utilization of the Internal Shop Management System.

Note: The Contractor shall not be held responsible for providing data that the Authorized User, or third party, if applicable, has not made available to the Contractor. Character lengths listed are considered minimum unless "character length may vary" is stated in the "Description/Comments" column.

3.2.18 Contract Exit Strategy (Mandatory)

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

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

3.2.19 Secure Data Disposal (Mandatory)

Contractor shall destroy data in all of its forms, including all back-ups, after the timeframe set forth in Appendix A, Section 10 *Records*. Data shall be permanently destroyed and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as applicable. If requested by the State, certificates of destruction shall be provided by the Contractor to the State.

3.2.20 MWBE/SBE/SDVOB Quantitative Factor Credit

Procurement Services will award points to Bidders that are small businesses (SBEs), service-disabled veteran-owned businesses (SDVOBs) as defined in subdivision one of section forty of the Veterans' Services Law, or certified minority- or women-owned business enterprises (MWBEs) as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law.

In awarding points for the MWBE/SBE/ SDVOB Quantitative Factor Credit, the following will be considered:

1. A Bidder shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.
2. Proposals deemed responsive will be evaluated in detail against weighted criteria. A Bidder's Technical Score will be based on the following criteria:
 - a. Is your company a New York State Certified Minority-owned Business?
 - b. Is your company a New York State Certified Women-owned Business?
 - c. Is your company a New York State Certified Service-Disabled Veteran-owned Business?
 - d. Is your company a Small Business as defined in Executive Law Section 310(20) and as detailed in Attachment 2 - *New York State Required Certifications*?

3.2.21 Executive Order Number 190 – Incorporating Health Across All Policies

On November 14, 2018, Governor Cuomo signed Executive Order Number 190, entitled "Incorporating Health Across All Policies." The Executive Order requires all affected State Entities to incorporate the New York State Prevention Agenda priorities and the AARP/WHO Eight Domains of Livability, where practicable and feasible, into State plans, plans submitted to the federal government, as well as agency guidance, policies, procedures, and best value procurements, with guidance from the Health Across All Policies Ad Hoc Committee in order to further the goals of the Health Across All Policies initiative declared in the 2017 State of the State. As per this Executive Order, for the Bidder to receive the Technical Evaluation points this item, the Bidder must describe how their proposals can improve community health and wellness in their execution of the resultant Contract.

In awarding points for the Incorporating Health Across All Policies Credit, the following will be considered:

1. How the Bidder encourages their employees of all ages to participate in community activities and services in the resultant Contract;
2. How the Bidder engages with local community and partners to increase opportunities for volunteering in the resultant Contract;
3. How the Bidder engages in that support ways for older people to continue to work for pay or volunteer their skills will be provided under the resultant Contract;
4. How the Bidder supports caregivers in the workforce or community under the resultant Contract;
5. The Bidder's organizational policies to support employees who are caregivers under the resultant Contract.

3.3 FINANCIAL PROPOSAL

Bidder must provide detailed (narrative) responses on Attachment 1 – *Pricing (Revised April 23, 2026)*, which fully discusses and describes the manner in which it meets the service requirements for Fleet Maintenance Services. The Bidder's response must specifically address the unique needs of the State. Unless indicated otherwise, the Contractor must provide these services for the life of the Contract.

Bidder must provide a separate attachment for its responses when required to do so. Also, Bidder may provide a separate attachment for its responses when permitted to do so. When a separate attachment is either required or necessary for a complete Bid response, the Bidder should indicate the electronic file name in the applicable yellow response box and submit an electronic file of the document in accordance with Section 4.4, *Content, # 22*, below. The electronic file should be named with the applicable section number and name, and be included on the USB flash drive submitted in response to the Technical Proposal.

Note: If a Bidder does not currently have an established process that meets a mandatory requirement, the Bidder may submit a plan for how that requirement will be met under the resultant contract, that includes a timeframe for implementation of no longer than three (3) calendar weeks after notice of tentative award. Upon notice of tentative award, a Bidder must implement such plan(s) and provide evidence that the required process is in place and fully functional prior to Contract execution by OGS. A Bidder's failure to provide evidence by the deadline stated by OGS in the tentative award notification letter that the process is in place and fully functional will delay award of the resultant contract, and may render the Bid non-responsive and result in the disqualification of the Bid.

A complete Financial Proposal consists of the following items:

1. A completed Attachment 1 – *Pricing (Revised April 23, 2026)*;
2. As applicable, the separate attachments and information required per Attachment 1 – *Pricing (Revised April 23, 2026)*, *D. Price Sheet (Other)* worksheet, 'Bidder Action' column.

3.3.1 Attachment 1 - Pricing

Bidder must submit a completed Attachment 1 – *Pricing (Revised April 23, 2026)* document (see further instructions in Section 4.5, *Bid Pricing Submittal* below). Bidder shall provide responses for both the Monthly Enrollment Plan (for both Light Duty and Medium to Heavy Duty Vehicles) and Per Occurrence Plan. Bidder shall advise if they offer Desired services. If Bidder offers the Desired service(s), then Bidder shall follow any stipulated "Bidder Action" for said Desired service. Bidders may also provide information regarding Bidder Proposed services for consideration.

Neither Desired services nor Bidder proposed services will be included within the Part 3: Financial Evaluation score of the Financial Proposal.

4. BID SUBMISSION

4.1 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract is required at any time during the term of the resulting Contract.

4.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (NYS Vendor ID) will be assigned to your company and to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: <https://osc.state.ny.us/vendors/>

4.3 Format of Bid Submission

- A. 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 susceptible to Disqualification may include:
1. E-mail or facsimile Bid submissions are not acceptable;
 2. Absent Price Pages (Attachment 1 – *Pricing (Revised April 23, 2026)*) are not acceptable;
 3. Administrative Proposal contains material that is required to be submitted only in the Technical Proposal or Financial Proposal;
 4. Technical Proposal contains material that is required to be submitted only in the Administrative Proposal or the Financial Proposal;
 5. Financial Proposal must not contain any material that is required to be submitted only in the Administrative Proposal or the Technical Proposal.
- B. It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.

- C. Any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.
- D. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected.

4.4 Content

- A. A complete Bid consists of submission of the following documents (unless noted as “Not required to be submitted with the bid”). All documents must be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, OGS cannot accept an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign) for documents that are not designed to allow for or require an electronic signature. See also Attachment 6 – *Bidder Submission Checklist*.

	Bid Document	Required File Format (Submit on USB)	Paper also Required (Submit printed copy)
PART 1 – ADMINISTRATIVE PROPOSAL			
1	Page 1 of the Solicitation	PDF	X
2	Page 2 of the Solicitation – <i>Bidder Certification and Affirmation</i> , with signature	PDF	X
3	Appendix C – <i>Federal Funding Agency Mandatory Terms and Conditions</i> , with Section 10 completed (page 6)	PDF	
4	Appendix D – <i>Contract Modification Procedure</i>	Not required to be submitted with the bid	
5	Attachment 2 – <i>NYS Required Certifications</i> , with signature	PDF	
6	Attachment 3 – <i>Encouraging Use of New York State Businesses in Contract Performance</i>	PDF	
7	Proof of Compliance with Attachment 4 – <i>Insurance Requirements</i> .	PDF	
8	Attachment 5 – <i>Bidder Information Questionnaire</i>	Excel	
9	Attachment 6 – <i>Bidder Submission Checklist</i>	Excel	
10	Attachment 7 – <i>Bidder Questions Form</i>	Not required to be submitted with the bid	
11	Attachment 8 – <i>Report of Contract Usage</i>	Not required to be submitted with the bid	
12	Attachment 9 – <i>Certification Under Executive Order 16</i> , with signature	PDF	
13	Attachment 10 – <i>Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)</i>	Excel	
14	When applicable, separate attachments to Attachment 10 – <i>Bidder Minimum Qualification and Administrative Proposal (Revised April 23, 2026)</i>	PDF, Word, and/or Excel	
15	EEO 100 – <i>Equal Employment Opportunity Staffing Plan</i> , with signature (see https://ogs.ny.gov/mwbe/forms under “Commodity & Service Contracts”)	PDF	

	Bid Document	Required File Format (Submit on USB)	Paper also Required (Submit printed copy)
16	Vendor Responsibility Questionnaire (copy of certification that a Questionnaire has been completed online, and certified no more than six (6) months prior to the bid opening date; see https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire)	PDF	
17	ST-220-CA, <i>Contractor Certification to Covered Agency</i> , with signature and notary (see https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)	PDF	
18	ST-220-TD, <i>Contractor Certification</i> , with signature and notary (see https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)	Must be submitted directly to the NYS Tax Department	
PART 2 – TECHNICAL PROPOSAL			
19	Attachment 11 – <i>Technical Submittal (Revised April 23, 2026)</i>	Excel	
20	When applicable, separate attachments to Attachment 11 - <i>Technical Submittal (Revised April 23, 2026)</i>	Excel	
21	Attachment 12 – <i>Data Export Requirements</i>	Not required to be submitted with the bid	
PART 3 – FINANCIAL PROPOSAL			
22	Attachment 1 – <i>Pricing (Revised April 23, 2026)</i> (must be included with the Bid at the Bid Opening / Due date for Bids)	Excel	
23	When applicable, separate attachments to Attachment 1 - <i>Pricing (Revised April 23, 2026)</i>	PDF, Word, and/or Excel	

- B. Documents should be submitted as an electronic copy and in the format specified in the list above for each document (e.g., PDF, Excel), following the instructions provided in this section. Electronic copies of documents must be submitted on two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted documents. For bid identification purposes, include a printed copies of pages 1 and 2 of the Solicitation with the two (2) USB flash drives in the Bid envelope or package (see Section 4.6, *Bid Envelopes and Packages*, below).

Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR) (see <https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html>).

- C. OGS shall consider documents submitted on multiple USB flash drives to be equal, provided that the date/time modified is the same for documents that have the same file name. In the case of discrepancies between file names and date/time modified, the file with the most recent date/time modified shall take precedence.
- D. Documents that are not indicated as “Paper Also Required” in the above table should not be submitted in paper format, and may not be reviewed by OGS if they are received. In the case of discrepancies between paper versions that are received (if applicable) and USB flash drive submissions of the documents submitted by the Bidder, the electronic USB flash drive copy shall take precedence over the paper version.

- E. Bidder is responsible for retaining copies and original versions (if applicable), of all submitted bid documents until a determination of award is made. If an award is made to Bidder, the bid documents shall be retained by the Bidder for a period of six (6) years after the term of the contract has ended. Document retention for pre- and post-award includes both copies of electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Bidder shall submit such retained documents to OGS upon request.

4.5 Bid Pricing Submittal

A Bidder shall submit Attachment 1 – *Pricing (Revised April 23, 2026)* in accordance with Section 4.4, *Content* and the “A. Price Sheet Instructions” worksheet within Attachment 1 – *Pricing (Revised April 23, 2026)*. Failure to enter all required information on Attachment 1 – *Pricing (Revised April 23, 2026)* may render the Bid non-responsive and result in the rejection of the Bid.

The Attachment 1 – *Pricing (Revised April 23, 2026)* submitted by the successful Bidder shall be incorporated into the resultant Contract and the Bidder shall be required to provide the awarded service(s) at the prices quoted in its Bid. See also Section 6.3, *Price* for terms and conditions for pricing for the Contract.

- A. In order to be responsive, Bidder shall provide their Legal Entity Name and contact information on the worksheet entitled “Attachment Summary”, follow the instructions listed within the Attachment 1 – *Pricing (Revised April 23, 2026)* document, and complete at least the Mandatory items on the worksheets entitled “B. Price Sheet (Monthly)” and “C. Price Sheet (Per Occurrence)”, with the proposed Administrative Fee prices.
- B. Bidder shall provide the required information such as dollar amounts, discount percentages, and/or detailed narrative response(s), as applicable, in the “B. Price Sheet (Monthly)”, “C. Price Sheet (Per Occurrence)”, “D. Price Sheet (Other)” worksheets of Attachment 1 – *Pricing (Revised April 23, 2026)*.
- C. Bid pricing submitted in a format other than Attachment 1 – *Pricing (Revised April 23, 2026)* shall render the Bid non-responsive and result in rejection of the Bid. Also, Bidder shall not attempt to alter or modify Attachment 1 – *Pricing (Revised April 23, 2026)* from the original format (e.g. hide or unhide cell(s)/column(s)/row(s)/worksheet(s), or modify formulas in Attachment 1 – *Pricing (Revised April 23, 2026)*). Only those cells provided for entering a Bidder’s response on Attachment 1 – *Pricing (Revised April 23, 2026)* are to be accessed by the Bidder. Any attempt to alter or modify Attachment 1 – *Pricing (Revised April 23, 2026)* beyond what is allowed may result in the Bid being deemed non-responsive and rejected.
- D. In accordance with Appendix B *Pricing*, the NYS prices shall be net, including transportation, customs, tariffs, delivery and other charges fully prepaid by the resultant Contractor to the destination indicated in the Solicitation or Authorized User Purchase Order.
- E. For all dollar amounts and discount percentages that a Bidder may enter, a Bidder may enter up to four (4) decimal places and the formulas included in Attachment 1 – *Pricing (Revised April 23, 2026)* shall calculate based on the full number entered. However, the number displayed in the cells shall be rounded to no more than two (2) decimal places (e.g., \$6.2461 shall be rounded to \$6.25 and \$7.2325 shall be rounded to \$7.23).
- F. Additional instructions for submitting Bid pricing are included in the “A. Price Sheet Instructions” worksheet in Attachment 1 – *Pricing (Revised April 23, 2026)*. A Bidder is responsible for reviewing the completed Attachment 1 – *Pricing (Revised April 23, 2026)* prior to Bid submittal to ensure compliance with the Solicitation requirements and that all necessary fields have been populated correctly.
- G. The following supporting documentation for Bid pricing must be submitted in accordance with Section 3.3, *Financial Proposal*, and Section 4.4, *Content*.
1. As applicable, the separate attachments and information required per Attachment 1 – *Pricing (Revised April 23, 2026)*, *D. Price Sheet (Other)* worksheet, ‘Bidder Action’ column.

4.6 Bid Envelopes and Packages

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

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (23405)
3. Bid Opening Date and Time
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

All Bids should also include a PRINTED copy of pages 1 and 2 of the Solicitation, completed with the Bidder's information. This printed copy of pages 1 and 2 should be placed in the envelope with the USB flash drives.

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.

4.7 Bid Delivery

Bids shall be delivered to the following address on or before 1:30 p.m. ET, on or before the Bid opening date as stated in Section 1.5, *Key Events/Dates*:

State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242
Attn: Bid Enclosed – Solicitation 23405

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the timeclock 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. Refer to "*Important Building Access Procedures*" clause.

4.8 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Corning Tower Information Desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services Receptionist at (518) 474-6262 or Customer Services (518) 474-6717 at least 24 hours prior to the visit. If no answer, leave a detailed phone message including the following information: reason for visit and/or delivering a bid, solicitation number, date and estimated time of delivery or visit, first and last name of visitor, and visitor's cell phone number. Visitor may email customer.services@ogs.ny.gov providing the same information. Visitors who are not pre-registered will be directed to a designated phone at the Corning Tower Information Desk, where they are to call the Procurement Services Receptionist (518) 474-6262 or Customer Services (518) 474-6717 for access. The visitor will be registered at that time. Bids are not allowed to be left at the Corning Tower Information Desk. Please note that delays may occur. Building access procedures may change or be modified at any time.

4.9 NYS Required Certifications

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

4.10 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

Bidder is advised that OGS will not entertain any exceptions to Appendix A – *Standard Clauses for New York State Contracts*. OGS will also not entertain exceptions to the Solicitation or Appendix B – *General Specifications* that are of a material and substantive nature.

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

4.11 Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services website. The Bid Opening Results webpage makes available the list of Bidders that responded to the Solicitation. Such information is anticipated to be available online within two (2) Business Days after the Bid opening.

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

4.12 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.

4.13 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least one hundred and twenty (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 one hundred and twenty (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

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

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;

- G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the dates in Section 1.5, *Key Events/Dates*, or in other Solicitation sections (if applicable), with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award, Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code/number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State;
- T. Conduct Contract negotiations with the next Responsible Bidder, should the State be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, regions, or lots.
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing; and
- W. Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation.

4.15 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. OGS may require that the document be executed with an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). The final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

5. METHOD OF AWARD

5.1 Method of Award

OGS intends to award one (1) Contract for Fleet Maintenance Services as a result of this Solicitation. One (1) Contract award for Fleet Maintenance Services shall be made by "Best Value" to the one (1) Responsive and Responsible Bidder with the highest Grand Total Score.

For the purpose of this Solicitation, Best Value shall be equated to the Bidder with the proposal:

- a. meeting the minimum qualification; and
- b. meeting or exceeding the mandatory technical requirements of this Solicitation; and
- c. offering reasonable pricing, with the highest Grand Total Score.

Proposals failing to meet the requirements of this Solicitation may be eliminated from consideration.

5.2 Evaluation Process

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

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

5.2.1 Part 1 – Administrative Evaluation

Part 1: *Administrative* is pass/fail and will consist of a proposal screening for completeness and conformance with the requirements for proposal submission. Any proposal not meeting the Part 1: *Administrative* requirements or deemed to be materially incomplete may be denied further consideration.

Note: Bidder must not include any information required to be provided only in the Technical Proposal or Financial Proposal in the Administrative Proposal.

5.2.2 Part 2 – Technical Evaluation

Part 2: *Technical* will be valued at thirty (30) points, weighted as thirty percent (30%), of the overall Solicitation evaluation. The Part 2 – Technical Evaluation will be based on the Bidder's ability to meet all Mandatory requirements identified in the Solicitation as well as the ability and willingness to provide services identified as Desired, as set forth in Attachment 11 – *Technical Submittal (Revised April 23, 2026)*. Any proposal not meeting the Mandatory requirements or deemed to be materially incomplete may be denied further consideration.

As part of the Technical Evaluation, the following technical points (as Quantitative Factor Credit) may be allotted to a Bidder, as applicable:

- A. 5% (1.5 points) of the total Technical Evaluation scale shall be awarded to a Bidder who meets the following criteria, (**NOTE: Although a Bidder may meet more than one of the criteria, points shall be awarded for only one criterium, not multiple criteria, that Bidder may meet**):
 1. The Bidder is registered with New York State as an entity authorized to conduct business in New York State; AND
 2. The Bidder is a NYS Certified MBE listed in the NYS MWBE Directory of Certified Firms on the Solicitation's due date. See <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>, and Attachment 5 – *Bidder Information Questionnaire*. (If the Bidder is not listed in the MWBE Directory on the Solicitation's due date, the Bidder will not receive the Quantitative Factor Credit); OR
 3. The Bidder is a NYS Certified WBE listed in the NYS MWBE Directory of Certified Firms on the Solicitation's due date. See <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>, and Attachment 5 – *Bidder Information Questionnaire*. (If the Bidder is not listed in the MWBE Directory on the Solicitation's due date, the Bidder will not receive the Quantitative Factor Credit); OR

4. The Bidder is a NYS Certified SDVOB listed in the directory of NYS Certified SDVOBs on the Solicitation's due date. See <https://sdves.ogs.ny.gov/business-search>, and Attachment 5 – *Bidder Information Questionnaire*. (If the Bidder is not listed in the SDVOB Directory on the Solicitation's due date, the Bidder will not receive the Quantitative Factor Credit.); OR
 5. The Bidder is a Small Business as defined in Executive Law Section 310(20) (SBE), (see Attachment 2 – *NYS Required Certifications* and Attachment 11 – *Technical Submittal (Revised April 23, 2026)*). For the Bidder to receive the Quantitative Factor Credit for being a SBE, the Bidder must certify such status on Attachment 2 - *New York State Required Certifications*. Bidder shall also confirm such status on Attachment 11 – *Technical Submittal (Revised April 23, 2026)* (question # 40.5).
- B. Up to .15 % (one half (.5) of a point) of the total Technical Evaluation scale shall be awarded for a Bidder's incorporation of NYS Prevention Agenda priorities and the AARP/WHO Eight Domains of Livability into its business policies (see Section 3.2.21, *Executive Order Number 190 – Incorporating Health Across All Policies*).

OGS will use a Technical Evaluation committee and a Technical Evaluation packet (including guidelines and score sheets), established prior to the Bid opening, to conduct a Technical Evaluation of Part 2: *Technical Proposals*, and arrive at a technical score for each Bidder. The Technical Evaluation committee will be comprised of State employees representing Fleet Maintenance Services users and/or OGS. A representative of Procurement Services shall act as chairperson of the committee. The Technical Evaluation committee will not have access to the Part 1: Financial Proposals prior to the completion of their evaluation and final scoring of all Part 2: Technical Proposals. The Technical Evaluation committee scoring will be conducted in the following manner:

- A. Each Technical Evaluation committee member will use a separate score sheet and separately score the Part 2: Technical Proposal of each Bid.
- B. The Technical Evaluation committee will then tabulate and average those Part 2: Technical Proposal scores for each Bidder.

The Technical Evaluation committee will document on the score sheets the points awarded to each Bidder's Part 2: Technical Proposal and the specific reasons for awarding of such points; and will develop a single narrative description of this process.

Note: Bidder must not include any information required to be provided only in the Administrative Proposal or Financial Proposal in the Technical Proposal.

5.2.3 Part 3 – Financial Evaluation

Part 3: *Financial* will be valued at seventy (70) points, weighted as seventy percent (70%), of the overall Solicitation evaluation. OGS will review the cost for each Mandatory service identified by the Bidder in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section B: *Price Sheet (Monthly)*, and Attachment 1 – *Pricing (Revised April 23, 2026)*, Section C: *Price Sheet (Per Occurrence)*, then complete mathematical calculations using the Total Financial Bid (Monthly) and Total Financial Bid (Per Occurrence) for each administrative fee tier to determine the number of points to be awarded each responsive Bidder. The State shall weigh each of the administrative fee tiers as it deems appropriate, and such weight shall be determined prior to the Bid Opening.

Note: Bidder must not include any information required to be provided only in the Administrative Proposal or Technical Proposal in the Financial Proposal.

5.3 Proposal Ranking

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

In the event there is a tie for the highest Grand Total Score, the tied Bidders will be requested to provide a best and final Part 3: Financial Proposal each, and OGS will resolve the tie in accordance with Appendix B, Section 17 Tie Bids.

5.4 Procurement Instructions for Authorized Users

The following procurement instructions for Authorized Users shall be published on the OGS website for the resultant Contract Award as a stand-alone document separate from the Contract. OGS reserves the right to change the instructions in the stand-alone document, once published, in non-material and substantive ways without seeking a Contract amendment.

- A. Contractor's approved Attachment 1 – *Pricing (Revised April 23, 2026)* will be posted on the OGS website so that Authorized Users can find Contract pricing information, Contractor contact information, prompt payment discounts and NYS Purchasing Card information.
- B. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should also hold the Contractor accountable for compliance with Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:
- A statement of need and associated requirements;
 - Obtaining all necessary prior approvals;
 - A summary of the Contract alternatives considered for the purchase, if any; and
 - The reasons supporting the resulting purchase (e.g., show that the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).
1. Authorized Users shall determine if they wish to participate in a Monthly Enrollment Plan or Per Occurrence Plan for Fleet Maintenance Services per vehicle;
 2. Authorized Users shall identify the information about the vehicles they wish to obtain Fleet Maintenance Services for. This information includes but may not be limited to:
 - a. Vehicle Type (Light Duty or Medium to Heavy Duty);
 - b. Year;
 - c. Make;
 - d. Model;
 - e. VIN.
 3. Authorized Users shall designate a dollar amount limit for Vehicle maintenance and repair costs that require prior approval from the Authorized User before work may begin. The Contractor shall obtain written approval from the Fleet Manager for all services estimated to exceed the designated dollar amount limit prior to authorizing the service. If an Authorized User has not pre-designated a dollar amount limit for Vehicle maintenance and repair costs that require prior written approval before work may begin, then the dollar amount shall be seven hundred and fifty U.S. Dollars (\$750.00).
- C. All State agencies, political subdivisions, and public benefit corporations (which include most public authorities) having their own purchasing agency are required to purchase approved products and services from Preferred Sources in accordance with § 162 and § 163 of the New York State Finance Law.

Before proceeding with their purchase, such Authorized Users shall check the list of Preferred Source Program offerings for Products that meet the form, function, and utility required. These Authorized Users are reminded that they must comply with State Finance Law § 162, which requires that they afford first priority to the commodities and services of Preferred Source suppliers, which include the Division of Correctional Industries (Corcraft), the NYS Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User, and the price offered by Corcraft does not exceed a reasonable fair market price, and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source offering does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or more than 15% above prevailing market prices, then the Authorized User may use this Contract.

- D. Authorized Users shall issue Purchase Orders, in accordance with the terms set forth in Appendix B *Purchase Orders*, directly to the Contractor or the Contractor's authorized Reseller (if applicable), and specify any shipping/delivery requirements, including inside delivery and/or installation. Inside delivery and installation terms must be agreed upon at time of order and prior to delivery. All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. Authorized users should follow up with Contractor if they do not receive order acknowledgement within five (5) days.
- E. Contractor documents which contain additional terms or conditions must receive pre-approval by the Authorized User, in accordance with Appendix B Section 26 – *Modification of Contract Terms*.
- F. Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products. See also Section 3.2.15, *Invoicing and Payments (Mandatory)*.
- G. An Authorized User reserves the right to secure through separate procurement methods all or part of the Fleet Maintenance Services from any other contract sources. State agencies are mandated to use these contracts in accordance with State Finance Law and the order of priority. Any exceptions to using centralized contracts must be documented in the procurement record as part of the agency's form, function, and utility determination.

5.5 Notification of Award

Tentative Contract award(s) shall consist of written notice to that effect by OGS to the 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 up to five (5) years. The Contract term shall commence after all necessary approvals and shall become effective on August 3, 2026, or upon the date of OSC approval of the final executed documents, whichever is later ("Effective Date"), and the Contract term shall end five (5) years from the Effective Date.
- B. Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended for three (3) 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 six (6) months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six (6) month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interest of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to thirty (30) calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to ninety (90) calendar days in lieu of thirty (30) calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Price

The following terms and conditions shall apply to pricing offered under the Contract. For Bid pricing, see Section 4.5, *Bid Pricing Submittal*.

See also Appendix B, Section 13 *Pricing*.

- A. Bid Pricing. See Section 4.5, *Bid Pricing Submittal*.
- B. Monthly Enrollment Plan. See Section 3.2.2 *Monthly Enrollment Plans (Mandatory)*.
- C. Per Occurrence Plan. See Section 3.2.3, *Per Occurrence Plans (Mandatory)*.
- D. Accident Management. See Section 3.2.3, *Per Occurrence Plans (Mandatory)*, Paragraph B, *Accident Management* and subparagraphs.
- E. Roadside Assistance. See Section 3.2.3, *Per Occurrence Plans (Mandatory)*, Paragraph C, *Roadside Assistance* and subparagraphs.
- F. Towing. See Section 3.2.3, *Per Occurrence Plans (Mandatory)*, Paragraph D, *Towing* and subparagraphs.

6.4 Price Updates

Contractor may update its pricelist as follows:

- A. The NYS Contract Prices as set forth in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section B: *Price Sheet (Monthly)* and Section C: *Price Sheet (Per Occurrence)* shall not increase during the Contract term. Therefore, the Monthly Enrollment Plans and Per Occurrence Plans administrative fees for Mandatory, Desired, and Bidder-proposed services set forth in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section B: *Price Sheet (Monthly)* and Section C: *Price Sheet (Per Occurrence)* shall not increase during the Contract term, and the percentage (%) of the dollar amount recovered for Accident Management (Subrogation Only), set forth in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section C: *Price Sheet (Per Occurrence)* shall not increase during the Contract term.
- B. Following the first year of the Contract term, and annually thereafter, the Contractor may update the pricelist to reflect Contractor price increases to the NYS Contract Price(s) for Fleet Maintenance Services and Products set forth in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section D: *Price Sheet (Other)*, if

offered, with the prior approval of OGS. Pricelist update requests shall be submitted within thirty (30) calendar days of the anniversary date of the Contract, and annually thereafter. Pricelist update requests from the Contractor at any other time will not be granted, unless OGS determines that such update is in the best interests of the State and/or its Authorized Users. All percentage discounts shall either remain firm (unchanged) or they may increase for the duration of the Contract. In order to request an increase in the NYS Contract Price(s) set forth in Attachment 1 – *Pricing (Revised April 23, 2026)*, Section D: *Price Sheet (Other)*, a Contractor shall follow the procedures outlined in Section 6.36, *Centralized Contract Modifications*.

- C. Contractor shall be permitted to reduce its pricing (reduce the administrative fees or increase the Contract discounts offered) at any time during the Contract term for Fleet Maintenance Services offered, without prior approval by OGS, provided that OGS shall be notified at the time of the price or discount change. Such notification shall be made by submittal of the form contained within Appendix D – *Contract Modification Procedure*.
- D. The price and discount offered on any new Product added to the pricelist shall be reasonable. Contractor shall submit its updated pricelist to the OGS Procurement Services Contract administrator pursuant to the requirements of Section 6.5, *Pricelist Update Format* and the procedures outlined in Section 6.36, *Centralized Contract Modifications* below for review and written approval prior to issuing to Authorized Users.
- E. Pricelist updates are effective upon notification from OGS that the update has been approved. Revised pricelists shall be posted by OGS on the OGS Contract website within five (5) Business Days after approval, or as soon as possible thereafter.

6.5 Pricelist Update Format

Contractor is required to submit Contract pricelist updates in the format requested by the OGS Contract administrator and following the procedures outlined in Section 6.36, *Centralized Contract Modifications*. The pricelist update must be dated, and submitted electronically via e-mail to the OGS Contract administrator. Unless otherwise directed, the pricelist update must include the complete updated pricelist, with the following changes from the pricelist currently posted on the OGS website identified (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts). The OGS Contract administrator may also provide a pricelist update template that must be used for submissions.

- Product additions
- Price adjustments (e.g., decreases to the MSRP, NYS Contract Price, or another cost indicator identified as applicable for a Product); and
- Other changes to a Product listed on the pricelist that is currently posted on the OGS website (e.g., Product description, Manufacturer, Part Number/SKU, Unit of Measure, or other Product information).

All Contract pricelist updates shall be accompanied by either a separate cover letter, or a paragraph within the body of an email, describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule, or to add Products, etc.).

Pricelist updates that include Product additions or price increases must be accompanied by proof of reasonableness of price for the applicable Products. Proof of reasonableness may be in the form of pricing from a contract held with a government or private entity, invoices from sales made to such entities, or sales reports, that are less than twelve (12) months old from the date of the Contract pricelist update submission for the Products offered, or such other information as determined by OGS.

6.6 Contract Pricelist Updates Reserved Rights

In connection with any Contract pricelist update, OGS reserves the right to:

1. Request additional information;
2. Reject Contract pricelist updates in full or in part;
3. Remove previously approved Products from Contracts;

4. Remove Products from Contract pricelist updates;
5. Request additional discounts for new or existing Products.
6. Require the Contractor to lower its offered pricing to that which OGS has determined to be reasonable and to remove items from Contractor's pricelist which are either out of scope, not in compliance with Contract requirements, or for which pricing is determined not to be reasonable;
7. Confirm that the existing Contract price and all related columns on the pricelist, adheres to Contract terms and conditions, and to remove any items determined not to be in compliance with the Contract;
8. Deny pricelist updates to Contractors that are delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 – *Report of Contract Usage*, and/or proof of insurance requirements; and
9. Request price list updates in addition to the annual limit imposed above in Section 6.4, *Price Updates*, or to not permit price list updates requested within six (6) months prior to the end of the Contract term.

6.7 Best Pricing Offer

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

6.8 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B *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 ten (10) Business Days written notice mailed to the Contractor.

6.9 Volume Discounts

See Section 3.2.15, *Invoicing and Payments (Mandatory)*, *Tiered Pricing Structure* paragraph.

6.10 Ordering

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

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

6.11 Minimum Order

There is no minimum order for this Contract.

6.12 Invoicing and Payment

See Section 3.2.15, *Invoicing and Payments (Mandatory)*.

6.13 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

6.14 Contract Administration

The Bidder shall provide a sufficient number of Customer Service employees (a minimum of one (1)) 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 24x7x365, including after business hours or on weekend/NYS Holidays.

Bidder shall provide a minimum of one (1) dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

6.15 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview>.

6.16 Web-Based Ordering

The State requires that the Contractor (and any approved Resellers) establish and maintain a dedicated NYS website specifically for the resulting Contract that has a web-based ordering system with the capability of receiving electronic orders from over 5,000 Authorized Users via the internet. The web-based ordering system shall have full order inquiry capabilities and shall acknowledge receipt of an Authorized User's order. Contractor (and any approved Resellers) shall be required to post a copy of Contract Pricing, in both Excel and PDF formats on the website. The website link(s) will be listed under the Contractor information on the OGS website. The Contractor's (and any approved Resellers) website will be the responsibility of the Contractor (and any approved Resellers) to maintain and keep updated. The Contractor's website shall be operational and able to accept orders within thirty (30) calendar days of Contract execution. The State reserves the right to request demonstrations of the Contractor's website.

The web-based ordering system must be capable of controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Contract Number
- Ordering Agency/Facility/Political Subdivision, etc. and Address
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- Delivery Location
- Delivery Instructions

- Stock Number
- Manufacturer
- Description
- Unit of Measure
- List Price (unit)
- Net Price (unit)
- In the event the Contractor utilizes Resellers under the resulting Contract, Contractor must provide on the landing page of its dedicated NYS website, a link to each Reseller's website. All Resellers must provide a dedicated NYS website that mirrors that of the Contractor as set forth above
- Vehicular Information
 - VIN
 - Year
 - Make
 - Model

In addition to the reporting requirements set forth within, OGS Desires the web-based ordering system to be capable of controlling, documenting, and reporting on the following minimum data elements:

- Vehicle Type (Light Duty or Medium to Heavy Duty)
- Fuel and/or Power Component (Such as Electric, Hybrid, Gasoline, Diesel, etc.)
- Authorized Repair Shop Names, Addresses, and Contact Information
- Towing Company Names, Addresses, and Contact Information.

6.17 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 network-based information and applications development, or programming including, but not limited to, websites delivered to or by the State pursuant to this contract or procurement, will comply with Section 130-d of the State Technology Law, as amended, Executive Law Section 170-f, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to all users, including those with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by OGS or a third-party at the direction of OGS, and any report on the results of such testing must be satisfactory to OGS.

6.18 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

6.19 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-l, 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.

6.20 Insurance

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

6.21 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized Resellers, Dealers and Distributors, if any, no later than fifteen (15) 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 Contract sales for this fractional period should be included in the quarterly report.

Contractors shall specify if any authorized Resellers, Dealers or Distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

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

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

In accordance with Section 6.24, *Environmental Sustainability and NYS Executive Order Number 22*, Contractor shall identify any Products that meet GreenNY Specifications on Contract Usage Reports. The report must also include, at a minimum, details about the third-party sustainability certifications and other environmental attributes of the Products and related packaging offered under the Contract.

The Authorized User reserves the right to request its applicable sales data from the Contractor, based on criteria identified by the Authorized User, over the life of the contract. If sales data is requested, Contractor must provide datapoints that are required by Attachment 8 – *Report of Contract Usage*.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made less than \$100,000 in sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B *Termination*, and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

6.22 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, 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. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. 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. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.
2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.
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 complete the Workforce Audit 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 complete the Workforce Audit 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 and 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/>. 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>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

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

Article 3 of the New York State Veterans’ Services 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/>

6.24 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* ("EO 22"), requires State Agencies, authorities, and public benefit corporations ("Affected Entities") to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications.

A list of GreenNY specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>. Specification(s) currently applicable to this Contract may include Brake Pads (see <https://ogs.ny.gov/greenny/brake-pads>); Engine Block Heaters (see <https://ogs.ny.gov/greenny/engine-block-heaters>); Hydraulic Oil, High Detergent (see <https://ogs.ny.gov/greenny/hydraulic-oil-high-detergent>); Lubricating Oil, High Detergent (see <https://ogs.ny.gov/greenny/lubricating-oil-high-detergent>); Vehicle Wheel Weights and Continuous Wheel Balancers (see <https://ogs.ny.gov/greenny/vehicle-wheel-weights-and-continuous-wheel-balancers>).

B. Product Labeling per GreenNY Specifications

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist (see Attachment 1 – *Pricing (Revised April 23, 2026)*), and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

Contractor(s) shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 6.21, *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission's (FTC's) [Guidelines for the Use of Environmental Marketing Terms](#). The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserves the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification

- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

6.25 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

6.26 Diesel Emission Reduction Act

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

The Law may be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

6.27 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under any Contract or subcontract resulting from this Solicitation, Bidder or resultant Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

6.28 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

6.29 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://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

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

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

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

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

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

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.30 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 (4) 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 (4) 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.

6.31 “OGS or Less” Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

6.32 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://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts>). 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.

6.33 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.

6.34 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.

6.35 Contractor's Ability to Conduct Credit Evaluations

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

6.36 Centralized Contract Modifications

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

6.37 Drug and Alcohol Use Prohibited

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

6.38 Traffic Infractions

Neither the State nor Authorized Users will 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.

6.39 Embedded Software/Firmware; Updates

Contractor shall provide at no charge all updates to any embedded software or firmware in the Product offered to customers generally.

6.40 Contract Documents; Electronic Format

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the Contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

6.41 Purchasing Card Orders

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