

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group – 72001 – Passenger Vehicle Rental
		Classification Codes: 90
Award Number	:	<u>19536</u> (Replaces Award 3948)
Contract Period	:	August 15, 2005 to August 14, 2010
Bid Opening Date	:	March 8, 2005
Date of Issue	:	August 15, 2005 (revised January 8, 2010)
Specification Reference	:	As Incorporated In The Request for Proposal
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mark Milstein Title : Statewide Travel Coordinator Phone : 518-402-5005 Fax : 518-402-5331 E-mail : travelcoordinator@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The Passenger Vehicle Rental contract is a centralized contract for the short term rental of various sizes of vehicles in different regions throughout New York State and the United States.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PS61890	ELRAC Inc. d/b/a Enterprise Rent-A-Car 1550 Route 23 North Wayne, NJ 07470 Attn: Sara Naranjo	Phone: (973) 709-2465 Fax: (973) 709-2453 Albany Area: Andrea Brooks (518) 383-3444 ext 236	43-1487854

Enterprise E-mail problem solving Hotline: kellie.m.ireland@erac.com or 518-383-3444 x 211

Questions or problems regarding rentals from Enterprise should be sent to the above E-mail address with a copy sent to travelcoordinator@ogs.state.ny.us. Please provide as much detailed information as possible such as, but not limited to: Enterprise location, rental number, date of rental, the name of the Enterprise employee, and the nature of the question or problem.

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.")

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

The terms and conditions of the solicitation, which apply to the award, appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order. For **rentals within New York State** the contractors **may** request documentation of tax exempt status in order for the renting organization to avoid paying sales tax. **If proof of tax exempt status is requested** private tax exempt organizations should use form ST 119.1 Sales Tax Exempt Certificate, government agencies should provide the contractor with an AC-946 Tax Exemption Certificate. If during the term of this contract the New York State Department of Taxation and Finance changes any of these forms or requires additional forms then the current Tax Department regulations will be followed. For **rentals outside of New York State** there is no blanket tax exempt certificate, it may be necessary to pay sales tax depending on the regulations of the particular state where the rental takes place.

TABLE OF CONTENTS

	<u>PAGE NO.</u>
Contractor's Names, Addresss, Federal ID Number	2
Procurement Instructions	4
Overview of Services Provided	4
Introduction	5
Objectives	5
Definitions	5
Vehicle Classification	6
General Requirements	6
Specific Requirements	7
Vehicle Availability/Reservation Confirmation	7
Personal Vehicle Parking	7
Vehicle Pickup/Return at Contractor's Facility	8
Remote Vehicle Delivery/Pickup Service	8
Driver Qualifications	8
Contractors Standard Rental Form	8
Vehicles	8
Vehicle Equipment	8
Specially Equipped Vehicles	9
Alternate Fuel Vehicles	9
Mileage	9
Responsibility	9
Vehicle Service	9
Subcontractors	9
Guarantees	9
Risk management Requirements	9
Contract Period	10
Standard Clauses For all NYS Contracts	10
Cancellation for Convenience	10
Administrative and Reporting Requirements	10
Price Adjustment	10
Contract Migration	11
Price Stability	11
Method of Payment	11
Purchase Orders	12
Request for Change	12
Peg's Dispute Resolution Policy	12
Contract Performance Report	13
Directory of Facilities and Pricing List Attached	Attachment
Region 1 – Long Island	
Region 2 – New York City	
Region 3 – Lower Hudson Valley	
Region 4 – Hudson Valley	
Region 5 – Capital Region	
Region 6 – North Country	
Region 7 – Mohawk Valley/North Country	
Region 8 – Central New York	
Region 9 – Southern Tier	
Region 10 – Finger Lakes	
Region 11 – Western New York	
Region 12 – Out of State Locations	

PROCUREMENT INSTRUCTIONS:

- A. Contract users will review the service provisions of Lots (Regions) 1 through 12 to **determine which Lot** provides the specific location and service needed.
- B. Agencies/traveler will contact the contractor to arrange for vehicle reservations (phone numbers are located in the Directory of Facilities and Pricing List section of this document). **Users may also contact Enterprise toll-free by calling 800-736-8222 for reservations, cancellations, or changes. When making a reservation within New York State the user should quote corporate code "NA24NYS" or their specifically assigned agency corporate code to ensure the contract rates are reserved. When making a reservation outside of New York State the user should either (a). quote corporate code "NA24NYS" for contracted rates or (b). quote corporate code "NYSTATE" for a discount off the best rate at that location.** Vehicles shall be reserved by category (class), not by model because the model may change in a category during the term of the contract.
- C. Most New York State agencies have specific policy requirements concerning rental vehicle sizes and will only pay for vehicles authorized. Travelers are expected to reserve the size vehicle required under their agency's policy. If the reserved size vehicle is not available at pickup time, the contractor shall provide a larger size vehicle at the same price as the reserved vehicle.
- D. If State Agencies have need of several passenger vehicle rentals for the same time, they may issue Purchase Orders or other written orders which are effective and binding on the contractor when placed in the mail addressed to the contractor at the address shown on the signature page. Both the User Agency and the contractor must mutually agree to this condition.
- E. The Citibank Visa Travel Card provides insurance coverage for damage to the rental vehicle and should be used for all rentals that are 31 days or less. **If the Citibank Visa Card is used, additional insurance for damage to the rental vehicle should not be purchased;** the only exceptions are the rental of pick-up trucks, cargo vans, specific luxury vehicles or passenger vans with a capacity of greater than eight (8) people, Authorized users may wish to consider purchasing damage waiver protection (sometimes referred to as CDW or LDW insurance) from Enterprise when renting these categories or when using a payment method other than the Citibank Visa Card. If you do not purchase the CDW and the Citibank Travel Card is not used, the renter (agency) is responsible for damages to the rental vehicle. For specific information and questions on rental insurance liability coverage and related policies renters should first check with their Agency Travel Coordinator or Finance Unit.
In case of any damages/accidents, travelers are urged to notify their agency immediately to file a claim. **Claims must be filed within 45 days from the date of the incident.** To file a claim the agency representative should contact the VISA Automobile Rental Collision Damage Waiver Claims Center at 866-390-9735 or file a claim online at www.eclaimsline.com. Please refer to the following website for an explanation of the coverage provided.
http://www.ogs.state.ny.us/purchase/snt/wordfiles/7900802837NYS_TravelCardBenefits.doc

OVERVIEW OF SERVICES PROVIDED

The awarded contractor agreed to provide all passenger vehicle rental services for the State of New York in the bid lot/region indicated. Service will include the necessary maintenance, inspections, and operation in accordance with the specifications in the RFP for the price listed on the following pages.

Rental pricing **includes unlimited mileage for vehicles used within the borders of New York State. A per mile charge, for all miles in excess of 200 per day, is allowed for vehicles used outside the borders of New York State. The 200 daily free miles are cumulative for multi day rentals. That is, rentals of two days would allow mileage charges for miles traveled in excess of 400 (3 day rental - 600 free miles etc).** Basic daily rental costs must include all costs and charges **except** gasoline, early pickup fees, remote delivery / pickup charges, one way rental fees, mileage fees as described above and surcharges for vehicles used in Canada. It is the **responsibility of the user agency to provide gasoline. Early pickup of vehicles applies to Lots 1 through 11; however contract may provide this service in Lot 12 if noted. One way rental is optional** and if the contractor charges for this service the **amount of the charge** is indicated **under Additional Services at the bottom of the pricing pages for each Lot.** Contractors are required to provide service to all Agencies, within the lot/region bid, authorized by law to participate in this contract.

INTRODUCTION:

It is the intent of the Office of General Services to contract for passenger vehicle rentals at various locations throughout the state on a regionalized basis and at locations within the United States (both airport and non-airport locations). Passenger vehicle rentals shall be available to representatives of all Authorized Users that are licensed drivers and eighteen years of age or older, when needed in the conduct of official business. Further, vehicle rentals shall be available to all similarly qualified officers and employees of such public authorities, political subdivisions and others authorized by statute to utilize contract(s) resulting from this solicitation.

The issuing agency is the New York State Office of General Services (OGS). The service will be primarily for, but not limited to, New York State Agencies and Authorized users. Additionally, services may be utilized by political subdivisions, school districts and others authorized by law (See Use of Contracts by Others). Accordingly, references to the State and its Agencies as users under this proposal and specification and the ensuing contracts encompasses and includes other users such as these entities.

OBJECTIVES:

This contract will consolidate all short-term automobile rentals under a central contract administered by The Office of General Services, Procurement Services Group (PSG).

Lots 1 through 11 are intended to address the need of travelers to depart from a location convenient to their work or home location and return to the same location.

Lot 12 is intended to address the need of travelers to rent vehicles at or near destination locations outside of New York State.

In order to meet the needs of Authorized Users at all locations throughout New York State for official travel in the performance of their duties, it is the intent of the Procurement Services Group to establish rental agreements at many geographical locations throughout New York State and at locations outside of New York State, for the rental of passenger vehicles. The various authorized users will rent directly from the contractors. The Office of General Services, Procurement Services Group has responsibility for the administration of this contract.

DEFINITIONS:

“Authorized User” shall mean any department, agency, board, commission, office or institution of the State of New York and also includes public authorities, local governments and not-for-profit organizations of the State of New York.

“Authorized Drivers” Shall mean in addition to the persons listed as authorized drivers under Section 396-Z of the General Business Law and the representative of the authorized user that signs as an agent of the authorized user at the time a rental is initiated under any contract resulting from this RFP, any representative of the authorized users that are licensed drivers and at least eighteen (18) years of age, shall be considered authorized drivers of any rental vehicle so long as such authorized users are utilizing the rental vehicle within the scope of their business duties. Rentals for trips shall be limited to no more than three (3) drivers per vehicle.

“Series of Rentals” shall mean rental periods actually utilized in any contract resulting from this RFP, which are in excess of thirty (30) days and which shall be deemed to be for a thirty (30) day period, with one or more automatic renewals of thirty (30) days (or less in the case of the final renewal) so that the series of thirty (30) day rentals and shorter final period, if applicable, in the aggregate total the rental period specified. Any such series of rentals for a period in excess of thirty (30) days under any contract resulting from this RFP shall be subject to non-renewal by the State upon ten days advance written notice prior to any renewal period. Further, payments for such series of rentals in excess of thirty (30) days shall be payable monthly in arrears for each separate period of thirty (30) days or less.

“Short Term Vehicle Rental” shall mean the paid use of vehicles that are provided by the contractor(s). The use will be for the official conduct of business.

Vehicle Rental Periods for this contract are broken down by the following categories:

- Daily
- Weekly
- Monthly*

* rental periods in excess of thirty (30) days shall be deemed to be a series of rentals.

VEHICLE CLASSIFICATION:

The following classes of vehicles are standard for this contract. Makes and models listed are to be used as an indication of vehicle class. The classification list is to be used as a guide to indicate under what class a specific model will be billed in the event that the awarded contractor has the model vehicle available for rent to the general public during the entire term of this contract, including the term of any contract extensions. Contractor(s) will not be allowed to refuse to rent a vehicle under this contract on the basis of disagreement with the contract classification. That is, if a vehicle is available for rent to the general public under a specific vehicle classification, it must be available for rent under this contract under the same vehicle classification and remain in that classification throughout the term of the contract. The contractor is not required to maintain inventory in every make & model listed in a particular class, nor are they required to reserve a particular make or model. The sample vehicles listed in the categories below are to be used as a guide only. The selected respondents shall include these types of vehicles or similar in the vehicle classes that they regularly offer to the general public.

Vehicle Class	Description
Economy	Chevy Aveo or similar
Compact	Nissan Versa, Toyota Yaris or similar
Midsize	Chevy Malibu, Ford Fusion or similar
Full Size	Chevy Impala, Nissan Altima, Dodge Charger or similar
Premium	Nissan Maxima, Toyota Avalon or similar
Luxury	Cadillac DTS, Lincoln Towncar or similar
Minivan	Chrysler Town and Country, Dodge Grand Caravan or similar
Standard SUV	Chevy Trailblazer, Jeep Grand Cherokee, or similar
Pickup Truck	Chevy Colorado, Dodge Dakota or similar

GENERAL REQUIREMENTS:

- A. Prospective bidders should note that the Appendix A – Standard Clauses for New York State Contracts and Appendix B -- General Specifications, shall apply to this RFP.
- B. The contractor shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- C. It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in their proposal and they will be responsible for satisfactory functioning of the vehicles without extra compensation. The Contractor may, at its option, provide with its bid, a detailed explanation of services intended to be performed under this clause.
- D. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
- E. The successful bidder(s) shall comply with all existing and future laws, rules and regulations of any governmental body which are applicable to the rental of vehicles under this contract. In particular, the provisions of Section 396-Z of the General Business Law shall apply to all rentals and Series of Rentals under this contract.

- F. In the course of a rental in progress, should any repair be found necessary, the user is to notify the contractor of the need for the repair. Immediate action to remedy the problem must occur and a replacement vehicle must be provided.
- G. Notwithstanding any Contractor's possible use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract, or factual certifications such as pertaining to the inspection of the vehicle or the fact that the driver is duly licensed, any terms and conditions in such contractors standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized user representative. The sole terms and conditions applicable to the rentals or series of rentals under this contract shall be those found herein.
- H. No illegal drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of this contract.
- I. It is the Contractor's responsibility to maintain the vehicles and related equipment provided under this contract consistent with applicable safety and health codes.
- J. The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- K. This is a full service contract. All vehicles provided will be kept in good working order by the Contractor. For the purposes this contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost; all emergency work; complete preventive maintenance as recommended by the manufacturer or specified herein, which ever is greater; all repairs and replacement of major or minor parts, as necessary, on the rental fleet; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contractor and included herein.
- L. The contractor represents that all locations offered as participating branches in each respective region are either owned by the Bidder or are subject to a contractual arrangement with Bidder such that all terms and conditions of any contract (including, but not limited to the pricing structure) would be applicable to and legally enforceable for any rentals originating from all such locations.
- M. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
- N. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of the vehicle rental services to be performed, it shall be assumed that the Contractor has based the contract on the more expensive manner. Final decision will rest with the Office of General Services.

SPECIFIC REQUIREMENTS:

Lots 1 through 11 (Rental Facilities within New York State)

Vehicle Availability/Reservation Confirmation:

The contractor shall have sufficient vehicle inventory to accommodate rental volumes encountered under any actual contract for lot/region offered. The contractor shall maintain an effective vehicle scheduling system to ensure vehicles are available at the scheduled check in time, and the contractor shall have a system to insure all renters under this contract are licensed and meet the stated minimum age requirements. The contractor shall ensure that staff are familiar with the New York State contract for passenger vehicle rentals.

The contractor shall maintain a system to allow authorized users to reserve vehicles and receive confirmation via facsimile/email or other verifiable means.

Personal Vehicle Parking:

The contractor shall provide facilities for contract users to pick up and return vehicles in a prompt, efficient manner. Additionally, the contractor shall provide a secure appropriate parking area for the personal vehicle of a minimum of one authorized user for each vehicle rented for the duration of the rental period, **at no additional charge when renting from non-airport locations**; or **in lieu of personal vehicle parking** the contractor shall offer remote vehicle delivery / pickup, as described below, **at no cost**. This requirement does not apply to rentals made from airport locations.

Vehicle Pickup / Return at Contractor's Facility:

The contractor shall have facilities available for contract users to pick up vehicles during normal business hours. Additionally the contractor shall have provisions for after hours and weekend vehicle return such as key drop boxes. Occasionally it may be necessary for contract users to depart prior to the rental location opening time. Provisions must be made for these early departures such as pickup after 5:00 p.m. the day previous to rental or special arrangements made for pickup prior to 7:00 a.m. on the morning of rental. Additional charges for this service are indicated on the pricing pages. All parking, vehicle delivery, vehicle pick up or other services as designated above shall be offered at no additional cost.

Remote Vehicle Delivery / Pickup Service:

The contractor may provide vehicle delivery / pickup service to and from the renter's office or home for up to 30 miles one way. This delivery & pickup shall not require the renter to return to the rental office for any reason, whatsoever. That is the delivery will allow the renter to complete any necessary paperwork at the point of delivery (office or home) and depart from that location. The pickup will allow the renter to complete any necessary paperwork at the point of pickup (office or home) and return possession of the vehicle to the contractor at that location. If this service is provided the charge, if any, is included on the pricing pages.

Driver Qualifications:

All authorized drivers as defined by this contract shall be eligible to drive the rental vehicles. There shall be no additional charge for multiple authorized drivers. Rentals for trips shall be limited to no more than three (3) drivers per vehicle.

Contractors Standard Rental Form:

Notwithstanding any Contractor's use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract or for factual certifications such as pertaining to the inspection and condition of the vehicle or the fact that the driver is duly licensed, any terms and conditions in such Contractor's standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized representative. The sole terms and conditions applicable to the rentals under this contract shall be those found in such contract.

Vehicles:

All vehicles shall to be no older than the previous model year in clean condition at time of pickup, and in excellent operating condition. It is the responsibility of the user to provide fuel for the term of the rental and to return the vehicle with an amount approximately equal to that when it was picked up.

Vehicles shall be offered for categories as indicated on the pricing pages. All contractors must provide rental pricing for at least the following categories:

- Economy Sedan
- Compact Sedan
- Mid-Size/Intermediate Sedan
- Full Size Sedan

The additional vehicle categories are provided to promote additional business and provide additional services for the convenience of the Authorized users.

Most New York State authorized users have specific policy requirements concerning rental vehicle sizes and will only pay for vehicles authorized. Travelers are expected to reserve the size vehicle required under their travel policy. If the requested size vehicle is not available at pickup, the contractor shall provide a larger size vehicle at the same price as the reserved vehicle.

Any vehicle substitutions proposed shall be submitted to The New York State Office of General Services, Procurement Services Group, contract administrator for approval before offered under this contract.

Vehicle Equipment:

Vehicles shall have the following equipment if available from the manufacturer on the model offered under each vehicle category:

- driver's side airbag
- automatic transmission
- AM/FM radio
- air conditioning
- power steering/brakes

Specially Equipped Vehicles (optional):

It is the intention of New York State to offer disabled employees rental vehicles that are in compliance with the Americans with Disabilities Act (i.e., hand controls) requirements if the contractor offers such vehicles. If provided by the contractor, the renting authorized user will provide seventy-two hours advance notice when specially equipped vehicles are required.

Alternate Fuel Vehicles (optional):

In accordance with the New York State Clean Fueled Vehicle Program, it is the intention of New York State to offer clean energy vehicles where available by the contractor. Examples of such vehicles include hybrid-electric vehicles, ethanol flexible-fuel vehicles, and compressed natural gas vehicles. If a bidder offers these types of vehicles it is noted on the pricing pages.

Mileage:

Contractors are required to provide rental pricing which includes unlimited mileage for vehicles used within New York State and all bordering states. A per mile charge, for all miles in excess of 200 per day is allowed for vehicles used outside of New York State and bordering states. The 200 daily free miles are cumulative for multi-day rentals. That is, rentals of two days would allow mileage charges for miles traveled in excess of 400 (3 day rental – 600 free miles, etc). Also a daily surcharge, if any, is allowed for all vehicles used in Canada.

Responsibility:

All rentals are to be made in the name of New York State or applicable authorized user, to ensure liability coverage. Since travelers on official business are representing New York State, the traveler’s name should be included as an agent of New York State or authorized user. Renters shall not be required to use their personal resources to guarantee payment.

Vehicle Service:

The contractor shall be responsible for all passenger rental vehicle service requirements and manufacturer warranties.

Subcontractors:

The State reserves the right to approve participation by sub-contractors on an individual basis and any request to include such participation must be pre-approved by the Procurement Services Group. The State also reserves the right to rescind any such participation in the best interests of the State and at the State’s discretion.

Guarantees:

The offeror guarantees that at the time of the proposal opening the inventory offered is standard current model year, if available, but must not be older than the immediately previous model year, with all parts and components regularly used with the type of vehicle offered and available for customer purchase through the manufacturer’s normal marketing channels; also, that no component part has been substituted or applied contrary to manufacturer’s recommendations and standard practice. All vehicles shall be covered by standard warranty. If, during this period, such faults develop in passenger vehicle rentals while in use by the State or any Authorized User, the affected vehicle(s) is to be replaced without any cost to the State or Authorized User.

Risk Management Requirements:

The contractor shall provide statutory liability limits to all contract users and their operators and maintain insurance covering its liabilities under this contract(s) in amounts of no less than:

<u>Type of Coverage</u>	<u>Per Person</u>	<u>Per Occurrence</u>
Personal Injury	\$25,000	\$ 50,000
Death	\$50,000	\$100,000
Property Damage		\$ 10,000
 Uninsured Motorist Coverage	 \$25,000	
Personal Injury no fault medical payment	\$50,000	

Any contractor will be solely responsible for its own liability protection. Neither the State of New York nor any Authorized user will indemnify any contractor for any liability arising out of any rental agreement that results from this contract. The provisions of Public Officers Law § 17 and the Court of Claims Act may apply in the event of a civil action or proceeding arising out of an act or omission of a State Officer or employee acting within the scope of his or her duties.

In accordance with the provisions of General Business Law Section 396-z, the contractor will offer Optional Vehicle Protection for every Rental or Series of Rentals at fees no higher than allowable under such statute.

All rentals under this contract will be subject to the New York State Vehicle and Traffic Law. Therefore, it is recommended that contractors familiarize themselves with Article 6, Motor Vehicle Financial Security Act, Sections 311 & 345 and Article 11, Civil Liability Section 388.

CONTRACT PERIOD:

This contract shall commence after approval by the New York State Comptroller, effective upon mailing by OGS (see Appendix B, Clause 38) and shall be in effect for five year(s). The contract is expected to begin on or about May 9, 2005.

If mutually agreed between the OGS Procurement Services Group and the Contractor, and upon approval by the Office of the State Comptroller, the contract may be renewed under the same terms and conditions for an additional period not to exceed five years. If mutually agreed by the State and the contractor this contract may be extended for an additional term, up to five (5) years. The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted price adjustments in accordance with section III.4.

STANDARD CLAUSES FOR ALL NYS CONTRACTS:

During the performance of the contract, the Contractor agrees to the terms outlined in Appendix A. The contractor is required to adhere to the clauses in Appendix A which include the recent additions of regulations regarding the use of tropical hardwoods, the Omnibus Procurement Act and the MACBRIDE Fair Employment Principles.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part, without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Authorized User agreements, which are subject to the same sixty (60) day discretionary cancellation or cancellation for cause by the respective Authorized User.

ADMINISTRATIVE AND REPORTING REQUIREMENTS

Contract Meetings:

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost shall be included in the base bid price. These requirements may include the provision of monthly reports and specialized reports.
2. Unless otherwise directed, there may be meetings periodically as required with the various authorized users to include but not be limited to the following purposes:
 - a. Review quality of service such as but not limited to: availability of vehicles, age, condition, windshield & overall cleanness, and amount of fuel at time vehicle is picked up.
 - b. Identify and resolve problems which impede planned progress.
 - c. Coordinate the efforts of all concerned so that the contract progresses properly.
 - d. Maintain a sound working relationship between the Contractor and the authorized users and a mutual understanding of the contract.
 - e. Maintain sound working procedures.

It is the intent that disputes between the contractor and the State of New York will be resolved as a result of these periodic meetings. However, if an amicable solution cannot be reached regarding any problems the State reserves its right to exercise any and all options under this contract which may include termination of the contractor.

Reporting Requirements:

1. Contractor shall furnish semi-annual reports on forms provided (or via email) and submit them to the Office of General Services, Procurement Services Group, Corning Tower, 37th Floor, Empire State Plaza, Albany, NY 12242, no later than the 15th of the month following the close of semi-annual period.

Purchases by political subdivisions and others authorized by law shall be reported separately. Failure to submit the required reports may be cause for disqualification of a bidder for current and future contracts.

2. Additional related sales information and/or detailed Authorized User reports may be required and must be supplied upon request.

PRICE ADJUSTMENT

On each anniversary date of the contract, the Contractor or OGS Procurement Services Group may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to “inflation and Consumer Spending” then click “Consumer Price Index” and then click on “Consumer Price Index-All Urban Consumers (Current Series)” then check the box for “U.S. All items, 1982084=100 – CUUR000SA0 and click on “retrieve data”.

Price adjustments using the CPI involve changing the base amount by the percent change in the level of the CPI between the annual reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Obtain the base index that is the CPI for the 3rd month prior to the month of the start date of the award and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the award. (e.g.: If contract begins in May, use the February CPI) That value is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value or 5%, whichever is lower. This percentage of increase or decrease shall be applied to the next year, effective on the anniversary date of the contract. The adjusted Index shall become the base index for the next subsequent contract adjustment period. The following example illustrates the computation of percent change:

CPI for current period		184.6
Less CPI for previous period		180.7
	Equals index point change	3.9
Divided by previous period CPI		180.7
	Equals	0.022
Result multiplied by 100		2.158273
	Equals percent change	2.2

The Contractor has the sole responsibility to notify OGS Procurement Services Group that they wish to receive the CPI rate increase and to submit supporting documentation necessary to support the increase or decrease to OGS and the Authorized User, as appropriate. Should the Contractor fail to notify OGS and submit documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

CONTRACT MIGRATION:

Agencies holding individual contracts with successful respondents shall be able to migrate to this contract award, effective on the contract begin date (retroactively, if applicable).

PRICE STABILITY:

If for any reason, during the term of the contract, the vendor reduces the pricing for similar services to a similarly situated entity, the State shall receive an equivalent reduction in pricing for the services or products delivered to the State.

METHOD OF PAYMENT:

Payment will be made directly by the various authorized users of any contract resulting from this solicitation. Payment will be made only for actual vehicle rentals.

The contractor shall accept payment by any of the following methods:

- Corporate Citibank Visa card (Travel Card) – **PREFERRED METHOD (See page 4 of this document)**
- Corporate Citibank Visa Central Travel Account (CTA)
- Personal credit card
- Cash (where accepted)

-
- Money Order
 - Purchase Order (accepted only at locations within New York State)
 - Mutually agreeable internal control document

Invoices for payment for vehicle rentals shall be submitted to each User Agency at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.

This voucher or invoice will contain the Contract ID number (*i.e.*: PS000XX); the name of the User Agency; the category (class) of vehicle rented including the make & model; the location where service was performed. Also either in its body or as an attachment, the invoice will contain a report itemizing rentals completed during that month.

Additional requirements that apply for any contracts for vehicle rentals are listed below:

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor, for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late. This suspension may last until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

The contract may be financed through a separate agreement with a third party, and the contractor agrees and acknowledges if such third party financing is utilized, in whole or in part, by the State that its payments, in whole terms or in part, may be made by such third party subject to the terms of this contract and, at the direction of the State. Payments financed under this type of arrangement are not eligible for late payment interest supplements pursuant to Article XI-A of the State Finance Law.

PURCHASE ORDERS:

If utilized as a method of payment, Purchase Orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on the award schedule.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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