

**SUNY Geneseo**

**Request for Proposals (RFP)**

**Inclusive of Amendment #1**

**(Addition of Attachment 10: State Finance Law 139-l Certification)**

**Executive Search & Recruitment Services for the**

**Position of Vice President for Enrollment Management**

**Ref. No. REA:230**

**Responses Due:**

**2:00 p.m., Friday, January 11, 2019**

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Form XIII - State University of New York Public Officers Law

NYS Vendor Responsibility Questionnaire For-Profit Business Entity

ST-220-CA Form "Certification to Covered Agency"

ST-220-TD Form "Contractor Certification"

Form A - State Consultant Services - Contractor's Planned Employment

Form B - Contractor's Annual Employment Report

MWBE Form 104 - Equal Employment Opportunity Program Policy Statement

MWBE Form 107 - Utilization Plan

MWBE Form 108 - EEO Staffing Plan

SDVOB Form 7564-107 - Utilization Plan

**SUMMARY INFORMATION FORM**

**THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER’S RESPONSE**

|  |  |  |
| --- | --- | --- |
| **RFP #:** REA:230 | **RFP Title:** Executive Search & Recruitment Services for the Position of Vice President for Enrollment Management | **RFP Release Date**: December 17, 2018  |
| **Key Events** |
| **Questions/Requests for Clarification Due** | **12:00 p.m., Thursday, January 3, 2019** |
| Response to questions/requests for clarifications issued  | 4:00 p.m., Friday, January 4, 2019 |
| Pre-Bid Conference (if applicable)  | Not applicable |
| Site Visit (if applicable)  | Not applicable |
| **Proposal Due Date and Time**  | **2:00 p.m., Friday, January 11, 2019** |
| Anticipated Notification of Award | January 18, 2019 |
| Finalization of contract documents | January 21 - 25, 2019 |
| Anticipated Contract Start Date | January 28, 2019 |
| Anticipated Term Length of Contract | Six (6) months |
| *SUNY reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner.* |
| **Contact Information** |
| **Primary Contact:** Rebecca E. AnchorDirector of Purchasing & Central ServicesDoty Hall 315 SUNY Geneseo, 1 College Circle, Geneseo, NY 14454(585) 245-5100 / Fax: (585) 245-5005anchor@geneseo.edu | **Other Contact:****\*Notice\***President Battles has been named as an "Other Contact" for the specific purpose of conducting possible telephone interviews. Bidders should not contact her directly with questions or any matters related to this RFP. Denise A. Battles, Ph.D.PresidentDoty Hall 310SUNY Geneseo 1 College Circle, Geneseo, NY 14454(585) 245-5501 |
| **Restricted Period** |
| In accordance with the requirements of New York State Finance Law Sections 139j and 139k (“Lobbying Law”), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the State University of New York’s designated contacts only.  |
| **Bidder Information** |
| Legal Business Name of Company Bidding: | Bidder’s Federal Tax Identification Number: |
| D/B/A – Doing Business As (if applicable): | NYS Vendor ID Number (See Exhibit B, Section 16): |
| Street Address: | City/State: | Zip Code: |
| If applicable, place an “x” in the appropriate box*: (check all that apply)* Small Business (if checked, provide # of employees \_\_\_\_) Disabled Veteran Owned Business  Minority Owned Business (NYS Certified) Women Owned Business (NYS Certified)  |
| If you are not bidding, place an “x” in the box and return this page only. We are unable to bid at this time because:  |
| Bidders Signature: | Title: |
| Printed Name: | Date: |

**THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER’S RESPONSE**

**By signing this form, bidder acknowledges (a) that the RFP instructions are understood; (b) that the bidder is committed to servicing SUNY’s needs in the required time period; and (c) that all information required by this RFP has been included in bidder’s proposal.**

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# Section 1: PROJECT OVERVIEW

**A.** **Overview**

 SUNY Geneseo, a selective public liberal arts college with a rich tradition of academic excellence, is consistently ranked among the best public undergraduate institutions in the country. The campus of approximately 5,600 students is located in the historic village of Geneseo in the beautiful Finger Lakes region of Western New York, conveniently located close to the city of Rochester. SUNY Geneseo is a member of the Council of Public Liberal Arts Colleges, a national alliance of leading liberal arts colleges in the public sector.

Geneseo has carved a distinctive niche for itself in the higher education market by competing for outstanding students with some of the most outstanding private colleges in the nation. To learn more about Geneseo visit: <http://www.geneseo.edu>.

Enrollment management at Geneseo is an essential component of a broad institutional commitment to attracting the most highly qualified and most diverse student body achievable; maintaining and improving its high retention and graduation rates; and advancing the College’s unique character and mission as a selective public liberal arts college. The Vice President for Enrollment Management leads the offices of Admissions, Graduate Admissions, Financial Aid, and International Student & Scholar Services and collaborates closely with colleagues in College Advancement as well as Communications and Marketing to shape the College’s efforts in these areas. The Vice President’s engagement extends across the College, including with the rest of the executive cabinet and faculty leadership to advance institution-wide strategic planning and assessment processes. The successful finalist will ensure that the fulfillment of Geneseo’s enrollment goals is shaped by its vision to be widely recognized for demonstrating the enduring power of a public liberal arts education and by its values of learning, creativity, inclusivity, civic responsibility, and sustainability. The Vice President will take into account the “long view” as well as short-term goals in developing admissions strategies. That individual will also contribute to growing carefully-designed graduate programs in keeping with a selective undergraduate environment.

**B. Contract Term**

The contract shall have a term of six (6) months, beginning January 21, 2019 and ending July 31, 2019. SUNY Geneseo shall have the right to terminate the contract early in accordance with the terms and conditions outlined herein in Section 1(C), "Contract Termination” and Section 6(29), "Termination.”

## C. Contract Termination

SUNY Geneseo shall have the right to terminate this contract for (i) unavailability of funds; (ii) cause; or (iii) convenience, provided that SUNY Geneseo has given 30 days written notice to the Contractor. (See also termination provisions under Section 6(29), "Termination.”)

**D. Reimbursable Expenses**

Any and all appropriate expenses related to the services described herein shall be processed for reimbursement for up to the maximum New York State allowable reimbursement rates available at: [www.osc.state.ny.us/agencies/travel/travel.htm](http://www.osc.state.ny.us/agencies/travel/travel.htm). Any and all claims for reimbursement shall be accompanied by the original receipted documentation whenever possible. Airfare shall be reimbursed at the business rate class with advance bookings. Other reasonable travel expenses can be defined as vehicle rental, cab fare, parking, tolls, etc. that qualify for reimbursement. Other reimbursable expenses included, but not limited to, will be advertising, research, mailing, faxing, copying, interview meetings, telephone charges, overnight services, employment, and education verification services, etc.

**E. Invoicing Requirements**

The Vendor must submit a proper invoice to the SUNY Geneseo Accounting Services Department, as instructed below. Payment will be processed after receipt of conforming services and a proper invoice, and approval of the invoice by the College’s President or her designee.

 Submit invoice to:

Accounting Services

Doty Hall 325

SUNY Geneseo

1 College Circle

Geneseo, NY 14454

## F. Retention of Records

The Vendor awarded the contract resulting from this RFP shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the College hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of New York, State University of New York, including the Director of Purchasing & Central Services or her designee, at all reasonable times.

## G. Notices

Notice under the contract resulting from this RFP shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. Mailbox, first class and addressed to the other party as follows:

**For SUNY Geneseo:**

Rebecca E. Anchor

Director of Purchasing & Central Services

Doty Hall 315

SUNY Geneseo

1 College Circle

Geneseo, New York 14454

**For Bidder:** (Please complete the following)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department

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Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street

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City State Zip

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Phone Fax Email

# Section 2: PROJECT SPECIFICATIONS

1. **Scope of Services and Deliverables**

 It is expected that by mid-March 2019 a pool of candidates shall be submitted to the College for consideration.

Duties and responsibilities to be included, but not limited to the following:

1. Visit campus for targeted conversations with senior leadership, faculty, staff, and students to develop a full understanding of SUNY Geneseo, its mission and goals.
2. Assist in developing the Executive Profile for the position.
3. Design, prepare and suggest placement of national and regional advertisements;
4. Recruit a diverse pool of candidates;
5. Evaluate and verify credentials;
6. Provide consultation as the Committee evaluates applicants and selects the semi-final candidates;
7. If desired, assist in planning neutral-site interviews with semi-finalist candidates;
8. Provide consultation to review the results of the semi-final candidate interviews as the Committee chooses the finalists who will be invited to on-campus visits;
9. Conduct telephone reference work on up to eight candidates;
10. Assist in planning finalist on-site visits; and
11. Debrief Committee and finalists after the on-site visit.
12. **Method of Award**

This RFP is part of a competitive procurement process designed to serve the best interests of the State University of New York and the People of the State of New York. It is also designed to provide all bidders with a fair and even opportunity to have their services considered. SUNY will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this RFP. Proposals will be evaluated on the basis of “best value” by an evaluation committee comprised of SUNY representatives, and shall be conducted in the following steps:

### 1. Administrative Review

Each bid received by the due date and time will be screened for completeness of submission in accordance with Section 4, Bid Submission Requirements.

### 2. Review of Bidder Qualifications

Each bid remaining after the Administrative Review will be advanced to the evaluation committee for determination of whether Bidder has met the requirements of Section 3, Bidder Qualifications. If reviews of written proposal and reference checks determine that the Bidder does not meet minimum qualifications, the proposal will be deemed non-responsive and not considered further.

### 3. Technical Evaluation

Each bid remaining after review of Bidder Qualifications will advance for review and independent evaluation and scoring by the technical review evaluation committee.

### 4. Financial Evaluation

The Financial Proposals of each bid remaining after the Technical Evaluation will be independently evaluated and scored by the designated contract officer. Financial Proposals must be entered on the Cost Proposal Form provided as Attachment 9 and, when submitted, packaged separately from the technical component of Bidder's proposal in a sealed envelope.

The Bidder's proposal having the lowest estimated cost will receive the maximum available points and all other Bidders' proposals will be scored proportionately.

Specifically, the cost score will be calculated according to the following formula:

Low Bidder's Cost ÷ by Bidder's Cost Being Evaluated x Points Weighting

**Sample:**

For example, if Cost is 25 points, the calculation would be as follows:

Bidder A $60,000

Bidder B $65,000

Bidder C $70,000

Bidder A would be awarded the full 25 points

Bidder B would be $60,000 ÷ $65,000 x 25 = 23.06 points awarded

Bidder C would be $60,000 ÷ $70,000 x 25 = 21.45 points awarded

###

### 5. Telephone Interviews

### Bidders whose proposals earn composite scores within five (5) points of the highest scored proposal, based on the number of points awarded under the Technical and Financial evaluations, may be contacted for telephone interviews, if deemed necessary to determine the “best value.” If telephone interviews are necessary, they will be conducted at a date and time mutually agreeable to the College and Bidder.

### 6. Selection

Proposals will be evaluated on the basis of “best value” by an evaluation committee comprised of SUNY representatives. The Bidder earning the highest final composite score (technical, financial and phone interview, if applicable) will be selected to contract with SUNY and will be notified by SUNY. Tentative award of the contract shall consist of written notice of the contract award by SUNY to the successful bidder, who shall thereupon be obligated to execute a formal contract.

|  |  |
| --- | --- |
| **Evaluation Criteria**(Breakdown of Components and Applicable Weights) | **POINTS WEIGHTING**(Max. Possible Pts.) |
| **Cost (30%) (Maximum Not-Exceed Project Cost)**  | 30 |
| **Technical (65%)**  |  |
| **Responsiveness to proposal –** As demonstrated by Respondent’s level of understanding of the liberal arts mission of Geneseo; attention to detail in their submission; and effort to be as thorough as possible in describing how Respondent will meet the expectations of the College. | 20 |
| **Experience of the assigned search consultants and their understanding of higher education employment market** – Level of experience and achievement working successfully with both public and private institutionson similar searches, and track record of success in finding the right fit between applicants and institutions, as demonstrated by profiles of staff and prior experience in higher educational academic searches. | 25 |
| **Depth and credibility in the field of higher education enrollment management**. | 13 |
| **Experience with developing executive profiles in collaboration with the campus community** | 7 |
| **TELEPHONE INTERVIEW (5%)**(With the firms earning total composite scores within five (5) points of the highest composite score, **if necessary**, to determine best value) | 5 |
| **GRAND TOTAL OF COST AND TECHNICAL MERIT** | **100**(Grand Total Max. Pts.)  |

# Section 3: BIDDER QUALIFICATIONS

1. **Minimum Bidder Qualifications**

To be considered for award, Bidders must:

1. Be in the business of providing executive search and recruitment services for a minimum of three (3) years;
2. Demonstrate depth, breadth and a recognized history of expertise providing executive search and recruitment services to colleges and universities for senior executive level positions;
3. Demonstrate depth and breadth in the field of higher education enrollment management; and
4. Demonstrate experience developing executive profiles in collaboration with the campus community.

**B.** **Executive Summary**

Bidders must include a narrative in the form of an Executive Summary in their proposal that highlights its key aspects, and addresses its ability and experience providing executive search and recruitment services as outlined in Section 2, “Project Specifications.”

The Executive Summary also shall include, but is not limited to, the following information:

1. The names of the consultants assigned to this search;
2. Their resumes;
3. A list of similar searches they have been involved in;
4. Three (3) references (submitted **using Attachment 2: Bidder Qualifications Submission Form**); and
5. A Project Schedule that includes the project timeline and all major milestones.

**C.** **Financial Proposal**

1. Bidders are required to submit a Financial Proposal as part of their response. The Financial Proposal will include the following sections:
	* 1. Total not-to-exceed cost of Bidder's professional fee;
		2. Itemized estimated travel costs;
		3. Itemized estimate of any and all additional costs; and
		4. A total not-to-exceed project cost.

The total not-to-exceed project cost will be the maximum dollar amount paid to the firm for the project. Additional costs will not be paid by the College.

1. **Bidder is to enter its Financial Proposal on the Cost Proposal Form** provided herein as Attachment 9.

**D. Bidder References**

All Bidders must complete and submit Attachment 2: **Bidder Qualifications Submission Form**. Using Attachment 2, Bidder is to provide the name, title, phone number, and email address, if possible, for officials at three (3) higher education institutions for which Bidder has provided executive search and recruitment services for a senior executive level position in the past five (5) years.

# Section 4: BID SUBMISSION REQUIREMENTS

1. **Bid Submission Requirements**
	* 1. A Bidder’s proposal shall address the Bidder’s ability and methodology for providing SUNY with the requested services. To be deemed “responsive” to this RFP, a Bidder must meet all mandatory requirements and qualifications and its written proposal must address all points and questions appearing in this RFP. In the event a Bidder’s proposal is determined by SUNY to be “non-responsive,” SUNY is required by its contracting procedures to disqualify the proposal. A disqualified proposal will not be further evaluated or considered for contract award. To facilitate SUNY’s review of proposals, Bidders must address all points and questions that appear in this RFP, and should do so in the order that they appear. Responses should be labeled to correspond to the numbers/letters of the sections and subsections of this RFP.
		2. Prepare a clearly readable proposal that includes all required information.
		3. Bidders must submit all information requested by SUNY in written form. Proposals must be complete, accurate, and in the form requested.
		4. Indicate any deviations from the technical specifications and if necessary, attach separate documents and/or explanation.
		5. **Proposals should be submitted in sealed packages clearly labeled on the exterior with the RFP number and title.** Proposals not labeled as instructed risk being opened prior to the bid opening date, which may result in the proposal being rejected. All bids and accompanying documentation shall become the property of SUNY and shall not be returned.
		6. No telephone, facsimile, emailed or otherwise electronically submitted proposals will be accepted.
		7. **Notary Acknowledgement of Bidder's Signature Required.**  The proposal must be fully and properly executed by an authorized person, and the authorized person’s signature must notarized.By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this RFP, Exhibit A (Standard Contract Clauses State University of New York), Exhibit A-1 (Affirmative Action Clauses State University of New York), State Finance Law §139-j and §139-k (Procurement Lobbying Certification); and (iii) that all information provided is complete, true and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement as required by State Finance Law §139-j (3) and §139-j (6) (b). These procedures may be accessed at: Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>
		8. **Submit one (1) original and three (3) copies of your proposal to the address provided below.** Proposals must be received in the office identified below by the due date and time provided on the Summary Information Form on Page 7 of this RFP. Bidders mailing their proposals must allow sufficient time to ensure receipt by the due date and time. Bidders are cautioned that even when using a trackable mailing/courier/messenger service, proposals must be received by the due date and time. While proposals may be signed for by personnel at SUNY prior to the due date and time, this does not guarantee that the identified office will receive the proposal by the due date and time.
			1. **"Submit To" address for proposals**:

Rebecca E. Anchor

Procurement & Property Control Services

Doty Hall 315

SUNY Geneseo

1 College Circle

Geneseo, NY 14454

* + - 1. **Late Bids**: For purposes of Bid openings, a Bid must be received at **Procurement & Property Control Services, Doty Hall 315, SUNY Geneseo, 1 College Circle, Geneseo, New York 14454** **on or before Friday, January 11, 2019 at 2:00 p.m.** A Late Bid is one that is not received at the location, date and time specified in this RFP. Any Bid received at the specified location after the time specified in this RFP will be considered a Late Bid. A Late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of this RFP are received, or; (ii) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award; (iii) and acceptance of the Late Bid is in the best interest of SUNY. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of SUNY shall not excuse Late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse Late Bid submissions. Determinations relative to bid timeliness shall be at the sole discretion of the SUNY Chancellor or her designee.
		1. **Bidders unable or unwilling to submit a proposal are asked to complete the Summary Information Form on Page 7 of this RFP** and check the box indicating that no bid is being submitted, and provide a brief description to advise "why" in the space provided.
		2. All prices and conditions must be included in the original proposal. Prices and conditions not included in the original proposal will be rejected.
		3. **Bidders must identify the name and address of all proposed subcontractors and describe the portion of work that the proposed subcontractors are to perform**. Bidders also must provide information that the proposed subcontractors have the necessary skill, experience, and financial resources to provide the services requested in this RFP.
		4. The submission of a proposal constitutes a nonrevocable, binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of sixty (60) days from bid opening. After sixty (60) days, the proposal may remain in effect, subject to withdrawal communicated in writing signed by the Bidder. If this RFP is for the sale of goods pursuant to §2-205 of New York State Uniform Commercial Code, the proposal shall be firm, binding and not revocable for a period of ninety (90) days.
		5. Bidder is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a proposal in response to this RFP.
		6. Each copy of the proposal must be accompanied by the following:

- **Cover Letter.**

- **Summary Information Form** (page 7 of this RFP) signed and witnessed by a notary utilizing the Notary Acknowledgement form provided on page 35.

- **Notary Acknowledgement Form** (page 35)

- A written narrative in the form of an **Executive Summary** that provides all of the information requested in Section 3(B) "Executive Summary,” including a Project Schedule.

- Attachment 1: **Bid Submission Checklist** and the documents indicated thereon.

- Attachment 2: **Bidder Qualifications Submission Form**

- Attachment 3: **Procurement Lobbying Act Certification**

- Attachment 4: **Non-Collusive Bidding Certification**

- Attachment 5: **Diversity Practices Questionnaire** as set forth in Section 6(11)(A).

- Attachment 7: **NYS Business Subcontractor Identification Form**

- Attachment 8: **EO 177 Certification**

- Attachment 9: **Cost Proposal Form.**  *(****Submit in a sealed envelope separately from Technical proposal.)***

- **Form XIII** - State University of New York Public Officers Law - Ownership of Controlling Interest

- **Vendor Responsibility documentation** as set forth in Section 6(16). *(Note: only required if total cost of Financial Proposal is = or > $100,000)*

- **Form** **ST-220-CA** - New York State Department of Taxation & Finance "Consultant Certification to Covered Agency." *(Note: only required if total cost of Financial Proposal is = or > $100,000)*

- **Minority and Women-Owned Business documentation** as set forth in Section 6(11)(B).

- **Equal Employment Opportunity documentation** as set forth in Section 6(11)(C).

- **SDVOB documentation** as set forth in Section 6(11)(D).

- **Form A - State Consultant Services - Contractor's Planned Employment** *(Note:* *the successful Bidder awarded the contract resulting from this RFP also will be required to complete and return Form B - State Consultant Services Contractor's Annual Employment Report.)*

**B. Bidder Questions**

If a Question and Answer period is provided for this solicitation, the schedule will be shown on the Summary Information Form, “Key Events,” provided on page 7 of this RFP. All questions must be submitted in writing, citing the particular RFP page, section, and paragraph numbers where applicable. Questions must be **EMAILED** to arrive no later than 4:00 pm Eastern time on the date indicated and should be directed to the Designated Contacts shown on the Summary Information Form. Questions received after the closing date for inquiries will not be answered. Only written answers are official. All Questions and Answers will be issued as addenda to this RFP and will be provided in writing to all potential Bidders.

**C. Pre-Bid Proposal Meeting**

If a mandatory or optional Pre-Bid Conference is held for this solicitation, the date, time, and whether the conference is mandatory or optional is reported on the Summary Information Form, “Key Events,” provided on Page 7 of this RFP.

**D. Site Visit**

If a site visit is required for this solicitation, the date and time is reported on the Summary Information Form, “Key Events,” provided on Page 7 of this RFP.

**E. Bid Opening**

Bidders may attend the bid opening, at which a SUNY representative will publicly announce the names of Bidders who have submitted proposals. To ensure adequate space for attendees, Bidders must notify the designated contact(s) identified on the Summary Information Form (Page 7 of this RFP) of their desire to attend the bid opening.

**F. Minor Irregularities**

Bids that contain minor irregularities, such as those submitted without a proper Bid Security, or in the wrong form, or executed improperly, shall be considered informal. Informal proposals may be considered in selecting a low bidder where the public interest will be promoted thereby.

**G. Extraneous Terms**

Bids must conform to the terms set forth in this RFP. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. Extraneous term(s) 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.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and

b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and

c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Chancellor or her designee expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s). GENER

AL INFORMATION

**Section 5: GENERAL INFORMATION**

1. **Electronic RFP**

Electronic copies of this RFP and related forms are not available.

1. **SUNY’S Reserved Rights**

 SUNY reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Reject any or all portions of any proposal, to negotiate terms and conditions consistent with this RFP and to make an award for any or all remaining portions.
3. Withdraw the RFP at any time, at SUNY’s sole discretion.
4. Make an award in whole or in part.
5. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
6. Use proposal information obtained through site visits, management interviews and the state’s investigation of a Bidder’s qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to SUNY’s request for clarifying information, in the course of evaluation and/or selection under the RFP.
7. Prior to the bid opening, amend the RFP specifications to correct errors of oversights, or to supply additional information, as it becomes available.
8. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
9. Request references and contact any or all references.
10. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.
11. Advise the Successful Bidder of an objectionable employee(s) and/or subcontractor(s).
12. Waive requirements or amend this RFP upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
13. Negotiate with Bidders responding to this RFP within the requirements necessary to serve the best interests of SUNY.
14. Begin contract negotiations with another Bidder in order to serve the best interests of SUNY should contract negotiations with the Successful Bidder be unsuccessful within a time frame acceptable to SUNY.
15. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all potential awardees prior to award.
16. Award no contract.
17. **Contract Award**

Receipt of this RFP does not indicate that SUNY has predetermined Bidder’s qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in accordance with the criteria set forth in this RFP. The successful Bidder will be notified by SUNY by telephone and confirmed by letter.

1. **Post Award Procedures**
2. Debriefing

Bidders who responded to this RFP will be given written notice as to whether their bid was successful or unsuccessful. Upon being notified of their unsuccessful bid, Bidders may request a debriefing in writing within 15 calendar days of such notice. The 15 day period starts once unsuccessful Bidders are notified. Upon a Bidder’s request for a debriefing:

* 1. The University will schedule the debriefing within a reasonable time of such request.
	2. The debriefing will be conducted in person with the Bidder, unless the University and the Bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication.
	3. Bidders’ written request must state whether the Bidder will be attending with counsel, to allow the University to arrange for University counsel attendance if so determined.
	4. The debriefings will cover, but not limited to the following:
		1. The reason why the bid was unsuccessful.
		2. The quantitative and qualitative analysis that was used by the campus to assess the relative merits of the bid, proposal or offer.
		3. How the selection criteria was applied to the unsuccessful bid.
		4. If the request for debriefing is made prior to contract award, the debriefing shall be limited to review of that Bidder’s bid.
		5. If the debriefing is held after the final award (which means OSC approval, if applicable) it, may cover the reason for the selection of the winning proposal.
		6. To the extent practicable, general advice and guidance on the ways the Bidder can improve future proposal submission or be more responsive.
1. Contract Award Protest Procedures

Bidders wishing to protest a contract award may do so in accordance with the University’s procedures, available at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=699>.

# Section 6: GENERAL TERMS AND CONDITIONS

1. **Free and Open Competition**

SUNY encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy SUNY’s needs.

1. **Notification of Errors, Inquiries and Interpretation**

Bidder is responsible to bring to SUNY’s attention any deviations in the technical specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this RFP. If SUNY in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, SUNY will notify all Bidders in writing of the change in specifications. No deviations from the technical specifications provided herein shall be made without written approval of SUNY.

1. **No Claims or Rights**

By submitting a proposal, Bidder agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

1. **Conflict of Interest**

Bidder may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Bidder; or (ii) a potential conflict of interest among Bidder’s staff.

1. **Acceptance of RFP Content**

The terms and conditions included in this RFP as well as the applicable portions of Bidder’s proposal shall become contractual obligations if a contract is awarded. **BIDDER’S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER’S PROPOSAL**.

1. **Services Outside Scope of the Contract Awarded**

SUNY shall not be responsible for any services provided by the successful Bidder that are outside the scope of the contract awarded. SUNY shall not be responsible for any additional costs other than the costs for the services outlined herein, or for any work performed that has not been properly authorized in writing by SUNY.

1. **Standard Contract Clauses**

Any contract awarded resulting from this RFP shall include Exhibit A (Standard Contract Clauses State University of New York) and, for contracts in excess of $25,000, Exhibit A-1 (Affirmative Action Clauses State University of New York). The provisions of Exhibit A and Exhibit A-1 shall take precedence over any provision in this RFP or any provisions in the contract awarded. Exhibits A and A-1 are attached to this RFP.

1. **Binding Effect**

The contract awarded shall be binding upon its execution by both parties and, if required by New York State law, upon the written approvals of the Attorney General and the Office of the State Comptroller.

1. **Confidentiality/Freedom of Information Law**

All proposals submitted for SUNY’s consideration will be held in confidence and will become the property of SUNY. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer’s Law. Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Bidder shall submit with its proposal a separate letter addressed to: Brice M. Weigman, Associate Vice President for Administration, Doty Hall 325, SUNY Geneseo, 1 College Circle, Geneseo, NY 14454, specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder’s failure to submit such a letter with its proposal will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable, because a proposal cannot reasonably consist exclusively of proprietary information.

1. **Data Privacy and Security**
2. **Data Privacy**
3. Contractor will use any information it creates, receives, maintains or transmits on behalf of SUNY (“SUNY Data”) only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the SUNY, except as required by the Contract or as otherwise required by law.
4. SUNY Data will not be stored outside the United States without prior written consent from SUNY.
5. Contractor will provide access to SUNY Data only to its employees and subcontractors who need to access the data to fulfill its obligations under the Contract.
6. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract.
7. FERPA: If Contractor will have access to the SUNY’s Education Records as defined under the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the SUNY Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for SUNY’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the SUNY.
8. Contractor will receive, maintain, process or otherwise will have access to confidential information on employees of the State University of New York. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission’s Safeguards Rule (16 CFR Part 314), and to the extent the Contractor is a covered entity or applicable service provider under these regulations with respect to student or customer data, the Contractor will implement and maintain a written Information Security Program (“Program”) in order to protect such confidential customer information. Customer information is defined as “any record containing nonpublic personal information as defined in 16 CFR §313(n)” (the FTC’s Privacy Rule) “about a customer of a financial institution, whether in paper, electronic, or other form” (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.
9. **Data Security**
10. Contractor agrees at all times to maintain network security which at a minimum, includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments, and provide a copy of the annual Attestation of Compliance (AOC) document, if requested. Further, Contractor agrees to maintain network security that conforms to generally recognized “Industry Standards “and best practices that Contractor applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see http://www.cisecurity.org) or Payment Card Industry/Data Security Standards (PCI/DSS) *see* <http://www.pcisecuritystandards.org>. Contractor will maintain a data security plan (“Data Security Plan”), which will comply with Payment Card Industry Data Security Standards (“PCI DSS”) requirements (as discussed in more detail below) and all applicable legal and regulatory requirements for data protection. In addition, the Data Security Plan will protect against any anticipated threats or hazards to the security or integrity of information stored on its servers and unauthorized access to or use of such information that could result in harm or inconvenience to the person who is the subject of such information. Contractor will review, at least annually, its Data Security Plan and update and revise it as needed. A copy of Contractors’ Data Security Plan will be made available to SUNY upon request.
11. Contractor shall maintain mandatory procedures and protocols outlined in its “Information Security Incident Response Policy” to be undertaken in the event of an identified or suspected breach of credit card information or current or former student information that is not Directory Information. A copy of Contractor’s Information Security Incident Response Policy will be made available to SUNY upon request. In the event a breach is suspected, Contractor will: (i) immediately contain the possible exposure while not compromising any data on its system; (ii) contact all members of its Corporate Security Committee; (iii) initiate a local analysis within 24 hours of the suspected breach to determine the type of information that has been potentially compromised, the individuals and SUNY institutions at risk, the incident timeframe at risk and the suspected cause of the incident; and (iv) if a breach is identified, immediately contact affected parties with details of the breach.
12. **New York Information Breach and Notification Requirements**

Contractor hereby acknowledges and agrees to use commercially reasonable efforts to maintain the security of private information (as defined in the New York State Information Security Breach and Notification Act, as amended “ISBNA”(General Business Law § 889-aa; State Technology Law § 208) that it creates, receives, maintains or transmits on behalf of SUNY and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic private information that it creates, receives, maintains or transmits on behalf of SUNY (“SUNY Data”). Contractor hereby acknowledges and agrees to fully disclose to SUNY pursuant to the ISBNA, and any other applicable law any breach of the security of a system where Contractor creates, receives, maintains or transmits private information on behalf of SUNY following discovery or notification of the breach in the system as to any resident of New York State whose private information was, or is reasonably believed to have been acquired by a person without valid authorization (“Security Incidents”). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Contractor shall be liable for the costs associated with such breach if caused by Contractor’ negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees or subcontractors. In the event of a Security Incident involving SUNY Data pursuant to the ISBNA, SUNY has an obligation to notify every individual whose private information has been or may have been compromised. In such an instance, the Contractor agrees that SUNY will determine the manner in which such notification will be provided to the individuals involved pursuant to the ISBNA and agrees to indemnify SUNY against any cost of providing any such legally required notice. Upon termination or expiration of the Contract, the Contractor will follow SUNY’s instructions relating to any SUNY Data remaining in Contractor’s possession. Upon authorization from SUNY, the Contractor will use data and document disposal practices that are reasonable and appropriate to prevent unauthorized access to or use of SUNY Data and will render the information so that it cannot be read or reconstructed.

1. **Service Levels**  **(Applicable to Cloud Based, Remotely Hosted or Technology as A Service Contracts)**

SUNY understands that the Services will not be uninterrupted or error free. Contractor will use commercially reasonably efforts to ensure availability of the Services in accordance with the provisions of the Service Level Agreement, Attachment 6.

1. **Disaster Recovery**

Contractor shall maintain disaster recovery services at the dedicated facility that is able to handle SUNY data center and business continuity needs under the Contractor in the event disaster recovery is needed. Throughout the term of the Contract, Contractor shall maintain contracts or arrangements that are substantially equivalent or an improvement to those currently in effect. Contractor shall test disaster recovery capabilities, at least once every calendar year and provide SUNY with a copy of its disaster recovery plan upon request.

1. **Data Portability**

Contractor agrees to do whatever is reasonable and necessary to facilitate the orderly and professional transfer of the Services and SUNY Data upon the expiration or termination of the Contract to SUNY or a SUNY Institution, or do whatever subsequent vendor SUNY may select to provide similar services on SUNY’s behalf.

1. **Diversity Contracting Requirements**
2. **Diversity Practices**

SUNY seeks to engage contractors that have a demonstrated history of hiring, training, developing, promoting and retaining minority group members and women. Under NYS Executive Law Article 15-A, 5 NYCRR Part 141.1(o) diversity practices are the efforts of contractors to include New York State certified MWBEs in their business practices. Diversity practices may include part, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. SUNY will assess the diversity practices of prospective bidders to encourage contractors to engage in meaningful, capacity-building collaborations with MWBEs through evaluation of the Diversity Practices Questionnaire in Attachment 5. All prospective bidders are required to complete the attached Diversity Practices Questionnaire. This questionnaire elicits information about each prospective bidder in order to verify that its work environment demonstrates a strong commitment to diversity. By responding to the RFP and completing this questionnaire, each prospective bidder acknowledges that:

1. The Bidder has an equal employment opportunity policy statement (which shall be submitted to SUNY with each Bidder's Proposal using the Form identified in subsection (iv) below).
	1. Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, age, disability, genetic disposition or carrier status, domestic violence victim status, or marital status, will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY. It 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.
	2. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, religion, national origin, military status, sexual orientation, age, disability, genetic disposition or carrier status, domestic violence victim status, or marital status.
	3. The Bidder will submit the applicable Workforce Employment Utilization Report utilizing MWBE Form 7557-112a, 7557-112b or 7557-112c, as applicable, describing the anticipated work force to be utilized on the engagement with SUNY or, where required, information on the Bidder's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by SUNY. This form elicits information about each responding Bidder in order to verify that its work environment demonstrates a strong commitment to diversity.
2. By submission of a bid or proposal in response to this solicitation and completing this questionnaire, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A-1 including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that:
3. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
4. Pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.
5. Bidder must submit with their bid or proposal their Bidder’s Equal Employment Opportunity Policy Statement (which conforms to the provisions of Exhibit A-1) utilizing MWBE Form 104. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=611>. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.
6. Diversity, Equity and Inclusion: If this solicitation is for the services of an executive search firm, the SUNY Board of Trustees adopted a policy to establish diversity, equity and inclusiveness throughout the SUNY system. Diversity is broadly defined under that policy to include race, ethnicity, religion, sexual orientation, gender, gender identity and expression, age, socioeconomic status, status as a veteran, status as an individual with a disability, students undergoing transition (such as transfer, stop-out, international student acclimation), and first generation students. In furtherance of this policy, all executive search firms are required to provide the following:
	1. information about the diversity of your Firm’s staff; and
	2. the Firm’s success rate in placing diverse candidates.
7. **Minority and Women-owned Business Enterprises (MWBE)**

Pursuant to New York State Executive Law Article 15-A, SUNY recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of SUNY contracts.

For purposes of this solicitation, SUNY hereby establishes an overall goal of 30**%** for MWBE participation, 7**%** for Minority-Owned Business Enterprises (“MBE”) participation and 23% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in MWBE Prospective Bidder’s Notice (Form 7557-121).

For guidance on how SUNY will determine a Contractor’s good faith efforts to utilize certified MWBEs, refer to 5 NYCRR §142.8.

Please note the response forms identified in Form 7557-121 (SUNY MWBE Forms 7557-104, 7557-107 & 7557-108) must be submitted with all Bids. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=61>.

Bidders must submit an MWBE Utilization Plan on Form 7557-107 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to SUNY. SUNY will review the submitted MWBE Utilization Plan and advise the Bidder of SUNY acceptance or issue a notice of deficiency within 20 days of receipt.

If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY (Director of Purchasing & Central Services, Doty Hall 315, SUNY Geneseo, 1 College Circle, Geneseo, NY 14454 / (585) 245-5100 / fax: (585) 245-5005), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form 7557-114. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

SUNY may disqualify a Bidder as being non-responsive under the following circumstances:

1. If a Bidder fails to submit a MWBE Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver; or
4. If SUNY determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to SUNY, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report on Form 7557-113 to SUNY address, phone and fax information], by the 5th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

1. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form 7557-108) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to SUNY , a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=611>.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

1. **Service-Disabled Veteran-Owned Businesses (SDVOB)**

SUNY is committed to the State's policy of encouraging the development of service-disabled veteran-owned businesses (SDVOB). The Service-Disabled Veteran-Owned Business Act (the “Act”) became effective on May 12, 2014, and SUNY has implemented the State's comprehensive plan and operational guidelines to promote SDVOBs and to assist them in obtaining opportunities to participate in the procurement of goods and services by the State. SUNY will employ applicable measures and procedures provided by the Director of the Division of Service-Disabled Veterans' Business Development in the Office of General Services (the "Division"), to ensure that SDVOBs are afforded the opportunity for meaningful participation in the performance of SUNY's contracts and to assist in achieving the Act’s statewide goal for participation on state contracts by SDVOBs. The awarded contract shall provide that any contractor who willfully and intentionally fails to comply with the SDVOB participation requirements shall be liable to SUNY for damages, calculated based on costs for administration of SUNY’s SDVOB program.

For additional information please refer to the SDVOB requirements outlined in SDVOB Prospective Bidder’s Notice (Forms 7564-121A, 7564-121B and 7564-121C). A SDVOB Utilization Plan must be submitted with all bids, utilizing Form 7564-107. All Forms are available at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=816>.

Bidders are encouraged to apply to the Division for certification as a Service-Disabled Veteran-Owned Business, and to provide such documentation necessary to establish their status as such in accordance with the rules of the Director of the Division. For purposes of this solicitation, SUNY hereby establishes an overall goal of **0**% for SDVOB participation.

1. **Encouraging Use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers/Contractors for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders must complete and return Attachment 7.

1. **Office of Federal Contract Compliance Programs**

**This Contractor and Subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

1. **Governing Law**

This RFP, Bidders’ proposals and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New York, excluding New York’s choice of law principles in a New York court of competent jurisdiction. Bidder/Contractor agrees to submit itself to such court’s jurisdiction.

1. **Omnibus Procurement Act of 1992**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:

NYS Empire State Development Website: <https://esd.ny.gov/doing-business-ny/small-business-hub>

Division for Small Business

625 Broadway, Albany, NY 12207

Phone: 1-800-782-8369

Email: nylovessmbiz@esd.ny.gov

1. **Determination of Vendor Responsibility**

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the New York State Finance Law (“SFL”) requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible bidder.” Section 163 (9)(f) of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, SUNY will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, **bidders are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire**. To enroll in and use the VendRep System, see the VendRep System Instructions on the Office of State Comptroller (OSC) website, available at: [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact SUNY System Administration for a copy of the paper form.

In addition:

1. *General Responsibility*. The Contractor shall at all times during the contract awarded term remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, 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.
2. *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under the contract awarded, 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 SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance of the contract awarded.
3. *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the contract awarded may be terminated by the SUNY Chancellor or his or her designee at the Contractor’s expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
4. **Requirements of New York State’s Recycling Program**

In accordance with the provisions of Section 165(3) of the State Finance Law and Executive Order No. 142, SUNY is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation in development of that agency’s Recycling Emblems Program. If the cost of a recycled product does not exceed by 10% the cost of a product made without recycled content (or by 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

1. **State Consultant Services Reporting**

State Finance Law Sections 8 and 163 require that Contractors annually report certain employment information to the contracting agency, the Department of Civil Service and Office of the State Comptroller. State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

1. **Electronic Payment Authorization**

Contractor shall provide complete and accurate billing invoices to SUNY in order to receive payment for its services. Billing invoices submitted to SUNY must contain all information and supporting documentation required by SUNY and the Office of State Comptroller (OSC). Payment for invoices submitted by Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at [www.osc.state.ny.us/epay](http://www.osc.state.ny.us/epay), by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC’s electronic payment procedures, except where the Vice Chancellor or designee has expressly authorized payment by paper check as set forth above.

1. **Timeliness of Payment and Interest**

Interest for late payment shall be governed by Section 179g of New York State Finance Law.

1. **Exhibits**

The following documents will be incorporated into, and made part of, the contract awarded:

1. Exhibit A, Standard Contract Clauses State University of New York
2. Exhibit A-1, Affirmative Action Clauses State University of New York (for contracts valued at greater than $25,000)
3. The Agreement
4. Exhibit B, this RFP
5. Exhibit C, the Successful Bidder’s proposal and Statement of Work
6. Exhibit D, the Successful Bidder’s Cost Proposal

In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

1. **Independent Contractor**

The Successful Bidder (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of SUNY and shall make no claim for, nor be entitled to, Workers’ Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from SUNY.

1. **Subcontracting**

In the event the Successful Bidder (Contractor) uses partners, subcontracts or subcontractors, the Contractor will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the successful bidder will be the prime contractor.

Within thirty (30) calendar days after Notice of Award, the Successful Bidder must submit a written statement to SUNY giving the name and address of all proposed subcontractors. The statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and must furnish any other information to document that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the contract.

If SUNY finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor’s written statement described above. If SUNY determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in SUNY’s opinion is qualified to do such work.

SUNY’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the contract. The Contractor shall be solely responsible to SUNY for the acts, omissions or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between SUNY and any subcontractor or sub‑subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, work space, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

No subcontractor shall be permitted to work until it has furnished satisfactory evidence to SUNY of the insurance required by law.

The Successful Bidder (Contractor) shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub‑subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub‑subcontractors to promptly, upon request, file with SUNY a copy of such agreements upon request, from which the price and terms of payment may be deleted.

1. **Compliance**

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable hereto, including the provisions of Exhibit A, Standard Contract Clauses State University of New York, attached hereto and made a part hereof, and for agreements with a value of $25,000 or more Exhibit A-1, Affirmative Action Clauses State University of New York, attached hereto and made a part hereof.

1. **Indemnification**
2. Successful Bidder (Contractor)

The Successful Bidder(Contractor) shall be responsible to and shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of the intentional or negligent acts or omissions of the Contractor, its officers, employees, agents or licensees in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that SUNY shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by SUNY upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, SUNY may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as SUNY shall require. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

1. SUNY

Subject to the availability of lawful appropriations and the New York Court of Claims Act, SUNY will hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment.

1. **Liability**

The Successful Bidder (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. SUNY may look solely to the Contractor for remedy, redress, liability or indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless SUNY and the State of New York from suits, actions, damages and costs of every name and description presented, brought, or recovered against SUNY and the State of New York for, or on account of any liability which may be incurred by reason of the Contractor’s performance of this Agreement.

The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on SUNY including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

1. **Insurance**

During the term of the awarded contract, the Successful Bidder (Contractor) must obtain and maintain insurance coverage at its own expense as provided in this paragraph, and shall deliver Certificates of Insurance in a form satisfactory to SUNY before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Certificates shall be mailed to: SUNY Geneseo, Doty Hall 315, 1 College Circle, Geneseo, NY 14454.

The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York (“admitted” carriers) with an A.M. Best company rating of “A-” or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to: Rebecca E. Anchor, Director of Purchasing & Central Services, Doty Hall 315, 1 College Circle, Geneseo, NY 14454.

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to SUNY for any claim arising from the successful bidder’s work under the awarded contract, or as a result of the successful bidder’s activities. Any other insurance maintained by SUNY shall be excess of and shall not contribute with the successful bidder’s insurance, regardless of any “other insurance” clause contained in any SUNY policy of insurance.

At least two weeks prior to the expiration of any policy required by the awarded contract, evidence of renewal or replacement of policies of insurance with terms no less favorable to SUNY than the expiring policies shall be delivered to SUNY in the manner required for service of Notice under the contract.

1. A professional liability policy (errors and omissions) in the amount of TWO MILLION DOLLARS ($2,000,000), which shall be maintained for a period of three (3) years after completion of this contract. If said policy is issued on a claims-made policy form, the policy shall be purchased with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
2. Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
3. General Liability Insurance with limits no less than ONE MILLION DOLLARS ($1,000,000) per claim and THREE MILLION DOLLARS ($3,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
4. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least THREE MILLION DOLLARS ($3,000,000) and shall name the State University of New York as additional insured. The limits may be provided through a combination of umbrella/excess liability policies.
5. **Travel**

In the event the Contractor is required to be reimbursed for travel, reimbursement rates shall not exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses, available from the New York State Comptroller at: <https://www.osc.state.ny.us/agencies/travel/travel.htm>.

1. **Termination**

The Contract awarded to the Successful Bidder (Contractor) may be terminated by SUNY for any of the following reasons:

1. *Convenience of SUNY*: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by SUNY for whatever reason.
2. *Event of default*: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor’s Services are deemed unsatisfactory in SUNY’s sole discretion, due to Contractor’s fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, SUNY will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY may terminate this contract immediately upon written notice.
3. *Deficient Certifications*: If the awarded contract has a value greater than $15,000, SUNY shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be intentionally false or incomplete. If the contract has a value of greater than $100,000 and Contractor’s sales for the immediately preceding four quarters were greater than $300,000, or if the contract has a value of $125,000 or greater, SUNY shall have the right to terminate in the event the successful bidder’s Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
4. *Lack of Funds*: If for any reason the State of New York terminates or reduces its appropriations to SUNY, the awarded contract may be terminated or reduced at SUNY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the SUNY for payment of such costs. In any event, no liability shall be incurred by the State (including SUNY) beyond monies available for the purposes of the awarded contract.
5. SUNY may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor’s property is levied upon or sold in any judicial proceeding.
6. **Procurement Lobbying Act – State Finance Law §§ 139-j and 139-k**

Prior to approval of the contract for which this RFP has been issued by SUNY, or if applicable, the Office of the State Comptroller, a Bidder shall not communicate with SUNY other than with the persons identified in this RFP as Designated Contacts or with a person who the Designated Contacts has advised the Bidder in writing is also a Designated Contact. Generally, the New York State Finance Law restricts communications between a bidder or a person acting on behalf of a Bidder, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of $15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact.

SUNY has developed guidelines regarding Contacts and procedures for the reporting and investigation of Contacts. SUNY’s procurement record must demonstrate compliance with these requirements. SUNY will make a record of all Contacts, and such records of Contact will become part of the procurement record for this RFP. A determination that a Bidder or a person acting on behalf of a Bidder has intentionally made a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k, is likely to result in denial of the award of contract under this RFP. Additional sanctions may apply. A complete copy of SUNY’s Procurement Lobbying Policy and Procedure and its accompanying forms is available for review at <http://www.suny.edu/sunypp/documents.cfm?doc_id=430>

Each Bidder shall submit with its proposal a written affirmation of its understanding of SUNY’s procurement lobbying procedures and agreement to comply with such procedures. The requisite form is provided at Attachment 3.

1. **Restrictions on the Activities of Current and Former State Officers and Employees**

All Bidders and Bidder employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State.

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the website of the New York State Joint Commission on Public Ethics at: <http://www.jcope.ny.gov/about/laws_regulations.html>.

1. **Diesel Emissions Reduction Act of 2006**

The Successful Bidder (Contractor) certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by Contractor, its agents or subcontractors under the contract awarded, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Fuel (“ULSD”), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of Contractor. Annually, but no later than March 1st, Contractor shall complete and submit directly to SUNY, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms available at the Department of Environmental Conservation (“DEC”) website: <http://www.dec.ny.gov/chemical/4754.html>, for heavy duty vehicles used in the performance of the contract awarded for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, Contractor and Subcontractor Certification forms, which state that the Contractor will comply with the provisions of ECL Section 19.0323.

1. **Smoke Free SUNY**

The State University of New York campus is smoke free. No smoking is permitted within the buildings or upon the grounds owned or leased by SUNY. The Successful Bidder (Contractor) must communicate this policy to its employees, subcontractors, and any other individuals assigned to enter upon SUNY grounds and premises in connection with the services to be performed in connection with the contract awarded.

**State University of New York**

**Notary Acknowledgement**

**(ACKNOWLEDGEMENT BY INDIVIDUAL)**

STATE OF NEW YORK )

COUNTY OF ) *ss.*:

On this day of , 20 , before me personally came
 , to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

|  |
| --- |
| Notary Public |

**(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)**

STATE OF NEW YORK )

COUNTY OF ) *ss*.:

On this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me personally came
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the uses and purposes mentioned therein.

|  |
| --- |
| Notary Public |

**(ACKNOWLEDGEMENT BY CORPORATION)**

STATE OF NEW YORK )

COUNTY OF ) *ss*.:

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(firm), the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

|  |
| --- |
| Notary Public |

**THIS PAGE MUST BE SIGNED IN THE ORIGINAL AND MUST ACCOMPANY EACH COPY OF YOUR BID.**

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**Attachment 1: Bid Submission Checklist**

|  |  |
| --- | --- |
| **√** | **Description** |
| **[ ]**  | Cover Letter |
| **[ ]**  | RFP Summary Information Form (page 7)*(Signed and witnessed by a notary using SUNY Notary Acknowledgement Form on p. 35)* |
| **[ ]**  | Notary Acknowledgement Form (page 35) |
| **[ ]**  | Executive Summary  |
| **[ ]**  | Attachment 1: Bid Submission Checklist |
| **[ ]**  | Attachment 2: Bidder Qualifications Submission Form *(Brief summary of how Bidder meets minimum qualifications and three (3) references.* |
| **[ ]**  | Attachment 3: Procurement Lobbying Act Certification  |
| **[ ]**  | Attachment 4: Non-Collusive Bidding Certification |
| **[ ]**  | Attachment 5: Diversity Practices Questionnaire |
| **[ ]**  | Attachment 7: NYS Business Subcontractor Identification Form |
| **[ ]**  | Attachment 8: EO 177 Certification |
| **[ ]**  | Attachment 9: Cost Proposal Form *(Submitted in separate, sealed envelope).* |
| **[ ]**  | Form XIII - State University of New York Public Officers Law -Ownership of Controlling Interest |
| **[ ]**  | Vendor Responsibility *(if Financial Proposal is = or > than $100,000)*: File either the required Vendor Responsibility Questionnaire online via the New York State VendRep System or complete and submit a paper questionnaire. **Select one:****[ ]** completed online questionnaire**[ ]** paper copy of questionnaire included in Bid. |
| **[ ]**  | Form ST-220-CA - New York State Department of Taxation & Finance "Consultant Certification to Covered Agency." *(Form ST-220-TD is to be submitted directly to the NYS Department of Taxation & Finance.) (Note: Both ST-220 forms apply only if Bidder's Financial Proposal is = or > than $100,000)* |
| **[ ]**  | MWBE Form 7557-104: Equal Opportunity Policy Statement  |
| **[ ]**  | MWBE Form 7557-107: Utilization Form |
| **[ ]**  | MWBE Form 7557-108: EEO Staffing Plan  |
| **[ ]**  | SDVOB Form 7564-107: Utilization Form |
| **[ ]**  | SDVOB Form 7564-107: Utilization Form |
| **[ ]**  | Form A - State Consultant Services - Contractor's Planned Employment |

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**Attachment 2: Bidder Qualifications Submission Form**

**Minimum Bidder Qualifications:**

***(Bidder is to enter a brief description of its qualifications below, and elaborate in greater detail in the Executive Summary portion of its proposal.)***

|  |  |
| --- | --- |
| **Minimum Qualification Description** | **Bidder Response** |
| 1.Be in the business of providing executive search and recruitment services for a minimum of three (3) years. |  |
| 2.Demonstrate depth, breadth and a recognized history of expertise providing executive search and recruitment services to colleges and universities for senior executive level positions.  |  |
| 3.Demonstrate depth and breadth in the field of higher education enrollment management. |  |
| 4.Demonstrate experience developing executive profiles in collaboration with the campus community. |  |

**\*\*CONTINUED ON REVERSE SIDE\*\***

**Attachment 2** *(continued)* **- References**

**References:**

|  |
| --- |
| **REFERENCES**  |
|  | **Name of Institution:** | **Address:** | **Contact Name, Email Address, Phone #, Email** | **Length of time as your customer** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**Attachment 3: Procurement Lobbying Act Certification**

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of $15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency’s procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University’s Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

**Please complete the following:**

1. As defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO [ ]  YES [ ]  If yes, attach explanation

2. Has a governmental entity terminated or withheld a procurement contract with the Offeror because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO [ ]  YES [ ]  If yes, attach explanation.

**CERTIFICATION:**

By signing below the Bidder affirms and certifies that it: (1) has reviewed and understands the Policy and Procedure of SUNY, related to SFL §§ 139-j and 139-k, (2) agrees to comply with SUNY’s procedure relating to Contacts with respect to this procurement, and (3) has provided information that is complete, true, and accurate with respect to SFL §§ 139-j and 139-k. Bidder understands that SUNY reserves the right to terminate any resulting contract in the event it is found that the certification filed by the Bidder in accordance State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

|  |  |
| --- | --- |
| Firms Name and Address: |  |
| FEIN #: |  |
| Telephone Number: (\_\_\_)\_\_\_-\_\_\_\_ |  |
| Fax Number: (\_\_\_) \_\_\_-\_\_\_\_ |  |
| Email Address: |  |
| Bidder’s Name and Title: |  |
| Bidder’s Signature: |  |
| Date: |  |

*This page has been left blank intentionally.*

**Attachment 4: Non-Collusive Bidding Certification**

**By Submission Of This Bid, Bidder And Each Person Signing On Behalf Of Bidder Certifies, And In The Case Of Joint Bid, Each Party Thereto Certifies As To Its Own Organization, Under Penalty Of Perjury, That To The Best Of His/Her Knowledge And Belief:**

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A Bid Shall Not Be Considered For Award Nor Shall Any Award Be Made Where [1], [2], [3] Above Have Not Been Complied With; Provided However, That If In Any Case The Bidder(S) Cannot Make The Foregoing Certification, The Bidder Shall So State And Shall Furnish Below A Signed Statement Which Sets Forth In Detail The Reasons Therefore:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this day of
 , 20 as the act and deed of said corporation of partnership.

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:**

**NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:**

**NAME LEGAL RESIDENCE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**President:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Secretary:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Treasurer:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**President:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Secretary:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Treasurer**

**Identifying Data**

|  |  |
| --- | --- |
| Potential Contractor |  |
| Address  |  |
| Telephone |  |
| Name of Responsible Corporate Officer |  |
| Title of Responsible Corporate Officer |  |
|  |  |
| Signature: |  |
|  |  |

Joint or combined bids by companies or firms must be certified on behalf of each participant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal name of person, firm or corporation Legal name of person, firm or corporation

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

Address: Address:

**Attachment 5: Diversity Practices Questionnaire**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

* + - 1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Circle one: **Yes /**  **No**

If **Yes**, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

* + - 1. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers? **\_\_\_\_\_\_\_\_\_\_%**
			2. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?[[1]](#footnote-1) **\_\_\_\_\_\_\_\_\_\_%**
			3. Does your company provide technical training[[2]](#footnote-2) to minority- and women-owned business enterprises? Circle one: **Yes / No**

If **Yes**, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

* + - 1. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Circle one: **Yes / No**

If **Yes**, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company’s commitment to the governmental mentoring program.

* + - 1. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Circle one: **Yes / No**

If **Yes**, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

* + - 1. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Circle one: **Yes / No**

If Yes, provide documentation of program activities and a copy of policy or program materials.

* + - 1. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful Bidder? Circle one: **Yes / No**

If Yes, complete the MWBE Utilization Plan, Form No. 7557-107.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

|  |  |
| --- | --- |
| Signature of Owner/Official |  |
| Printed Name of Signatory |  |
| Title |  |
| Name of Business |  |
| Address |  |
| City, State, Zip |  |

**Attachment 6: Service Level Agreement**

This Service Level Agreement ("**SLA**") sets forth the service level and performance objectives of the Firm/Vendor/Vendor in providing hosting services (the "**Services**") to SUNY. The Firm/Vendor/Vendor will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the facilities, server(s), computer equipment, operating software and connectivity used to provide the Services to SUNY.

**1. Uptime Commitment.**

The Firm/Vendor/Vendor will use commercially reasonable efforts to ensure the Firm/Vendor/Vendor's Systems are available 99.9% of the time (the "**Uptime Commitment**"). All Uptime Commitment will be measured within the Firm/Vendor/Vendor’s System on a monthly basis calculated to include twenty-four (24) hours per day over each month, but excluding from the numerator and denominator in the calculation the duration in time of any temporary shutdowns due to scheduled maintenance (which will not exceed in the aggregate sixteen (16) hours per month), telecommunications or power disruptions caused by third parties, and any other causes beyond Firm/Vendor/Vendor's reasonable control. The Firm/Vendor/Vendor agrees to notify the Group promptly of any factor, occurrence, or event coming to its attention that may affect the Firm/Vendor/Vendor’s ability to meet the Uptime Commitment, or that is likely to cause any material interruption in the Services.

**2. Exclusive Remedy.**

The Firm/Vendor/Vendor will use commercially reasonable efforts to correct any material problems in the Services, including any failure to satisfy the Uptime Commitment. In the event that the Firm/Vendor/Vendor fails to satisfy the Uptime Commitment for a given month, the Group’s sole and exclusive remedy will be to receive a service credit equal to the following percentage of the monthly fees for the Services for the stated uptime:

|  |  |
| --- | --- |
| 97% to 99.9% | 15% |
| 94% to 96.9% | 25% |
| 92% to 93.9% | 50% |
| 90% to 91.9 | 75% |
| Below 90% | 100% |

In no event will the service credit exceed the monthly fees paid by SUNY for the Services. SUNY acknowledges and agrees that if the remedies set forth in this section are applied, any failure of the Firm/Vendor/Vendor to meet the requirements in this SLA will not constitute a breach of the Agreement.

**3. Monitoring.**

Firm/Vendor/Vendor will monitor and maintain Firm/Vendor/Vendor's Systems in working order each day (24 x 7). Firm/Vendor/Vendor will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds. Firm/Vendor/Vendor will proactively monitor the status of the operating systems (e.g., CPU, disk I/O, memory, processes, etc.), critical application layer daemons and processes and trigger appropriate event notification alarms caused by errors, exceeded thresholds, etc.

**3.1 Maintenance.**

Firm/Vendor/Vendor will operate, monitor and administer all servers, applications and networks supporting the Services. In order to provide such coverage, Firm/Vendor/Vendor may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology. Contactor’s on-site coverage is during Firm/Vendor/Vendor’s normal business hours, Monday through Friday, excluding holidays recognized by Firm/Vendor/Vendor.

**3.2 Scheduled Outages.**

Maintenance outages, if necessary, will be conducted at a time and in a manner to minimize adverse impacts on the Services. Maintenance outages will include, but are not limited to the installation of upgrades, service packs and routine server or application configuration changes. Other maintenance outages may be necessary from time to time.

**3.3 Change Control.**

Firm/Vendor/Vendor will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain Firm/Vendor/Vendor's Systems to industry standards. Firm/Vendor/Vendor will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

**3.4 Notice.**

Firm/Vendor/Vendor will use commercially reasonable efforts to give the Group three (3) days notice prior to all non-routine management, maintenance, change control or other actions by Firm/Vendor/Vendor that may material impact the Service adversely.

*This page has been left blank intentionally.*

**Attachment 7 – NYS Business Subcontractor Identification Form**

**Encouraging the use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation.  In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers/contractors for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract.  Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers/contractors need to be aware that to the maximum extent practical and consistent with legal requirements, they are strongly encouraged to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.  Furthermore, bidders/proposers/contractors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in SUNY contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners.  New York State businesses will promote the contractor’s optimal performance under this contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors.  SUNY therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract.  The potential participation by all kinds of New York businesses will deliver great value to New York State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

**Will New York State Businesses be used in the performance of this contract? Circle one: YES / NO**

**If YES, identify New York State Business(es) that will be used by attaching identifying information, e.g., contact information, dollar value of the subcontract or supply contract.**

**This form, along with accompanying information as required above, must be completed and submitted with your proposal.**

*This page has been left blank intentionally.*

**Attachment 8: EO 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

* All employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
* Employers with fewer than four employees in all cases involving sexual harassment; and
* Any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3, of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_

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**Attachment 9: Cost Proposal Form**

**Instructions:**

The Respondent is to:

1. Enter the pricing for all costs associated with completing the Executive Search and Recruitment services of work contained in this RFP in the table below, as requested;
2. Total the amounts entered in lines A, B, and C, and enter their sum in Line D., GRAND Total Not-to-Exceed Project Cost**.**
3. The GRAND TOTAL NOT-TO-EXCEED PROJECT COST entered in Line D. will be used to evaluate the “Cost” component in the Methodology of Award for this IRFP.

|  |  |
| --- | --- |
| **A. Total Not-to-Exceed Cost of Respondent’s Professional Fee** | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_**(Line A.) |
| **B.** **Total Not-to-Exceed Indirect Costs** |  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_**(Line B.) |
| **C. Total Not-to-Exceed Cost of Direct Expenses, including travel** |  **$ \_\_\_\_\_\_\_\_\_\_\_\_\_** (Line C.) |
| **D. GRAND TOTAL NOT-TO-EXCEED PROJECT COST** – Please add the amounts entered in Lines A., B., and C.; the sum of these amounts will be the “Grand Total Not-To-Exceed Project Cost” to be entered in Line D. Any additional costs will not be paid by the College. |  **$\_\_\_\_\_\_\_\_\_\_\_\_\_** (Line D.) |

*This page has been left blank intentionally.***ATTACHMENT 10**

**State Finance Law 139-l Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, 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 a policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing 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.

**Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_**

1. Do not include onsite project overhead. [↑](#footnote-ref-1)
2. Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable. [↑](#footnote-ref-2)