

**STATE UNIVERSITY OF NEW YORK  
Purchase College  
REQUEST FOR PROPOSAL (RFP) SU-090111**

RFP Number  
SU-090111

Dated  
August 9, 2011

Description  
Public Relations, Advertising, Marketing  
and Consulting Services

Contract Term  
One year  
beginning on or about November 1, 2011

Calendar of Events - Procurement Timetable  
Release of RFP..... Sep 8, 2011  
Pre-Bid Meeting..... Sep 22, 2011 @ 10:00 AM  
Proposal Due Date/Time:..... Sep 30, 2011 @ 1:00 PM  
Anticipated Awardee Notification ..... Oct 19, 2011  
Vendor De-Briefing ..... Oct 21, 2011 @ 10:00AM

Location of Service  
Purchase College  
State University of New York  
735 Anderson Hill Road  
Purchase, New York 10577-1402

Designated Contacts  
For New York State/SUNY administrative policy/procedure:  
Nikolaus D. Lentner  
Director of Purchasing & Accounts Payable  
telephone 914-251-6070  
fax 914-251-6075  
email [PubRelationsRFP@purchase.edu](mailto:PubRelationsRFP@purchase.edu)

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Affirmative Action Clauses ..... Exhibit A-1  
Attachments  
1 - SFL 139-j & 139-k – Form B+C  
2 - Form A - Consultant Services, Planned Employment

For technical information & clarification of detailed specifications:  
Sandy Dylak  
Director of Publications  
telephone 914-251-6953  
fax 914-251-5946  
email [PubRelationsRFP@purchase.edu](mailto:PubRelationsRFP@purchase.edu)

**PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS**

- A. Request for Proposal (RFP)  
Purchase College is dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, the RFP will only be available electronically in PDF format at the following website:  
<http://www.purchase.edu/Departments/Purchasing/default.aspx>
- B. Proposal Submission  
When submitting a Proposal, you must:
1. Prepare a clearly readable document. Attach all required information.
  2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
  3. **Sign the Proposal.** By signing you indicate full knowledge and acceptance of this Request for Proposal (RFP) including Exhibits A and A-1. The Proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
  4. **Submit nine (10) complete bound proposals, one of which must have original signatures.** Proposals should be sealed and submitted as specified in Part II. Proposals are to be addressed to:

Nikolaus D. Lentner, Director  
Purchasing & Accounts Payable Office  
State University of New York  
Purchase College  
735 Anderson Hill Road  
Purchase, NY 10577-1402

5. Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. Offerers mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the time specified. Offerers are cautioned that, although using a trackable mailing/courier/messenger service, Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. While Proposals may be signed for by Purchase College Mail Operations personnel prior to the due date and time, this does not guarantee that the Purchasing & Accounts Payable Office will receive the Proposal by the Proposal due time. No Proposal will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Proposal due date and time. Electronically transmitted Proposals will **NOT** be accepted.

C. Pre-Bid Proposal Meeting

There will be a non-mandatory Pre-Bid Proposal vendor meeting on the date and time indicated on page 1 in the Calendar of Events - Procurement Timetable in the conference room of the Purchasing & Accounts Payable Office, Administration Building at Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, New York 10577.

For directions to Purchase College, see <http://www.purchase.edu/AboutPurchase/VisitorsGuide/Directions/>

For a campus map, see <http://www.purchase.edu/sharedmedia/admissions/campus%20map.pdf>

D. Vendor De-Briefing Meeting

There will be a Vendor De-Briefing meeting on the date and at the time indicated on page 1 in the Calendar of Events-Procurement Timetable. The meeting will held in the conference room of the Purchasing & Accounts Payable Office, Administration Building, Purchase College, 735 Anderson Hill Road, Purchase, New York 10577, and it will allow for unsuccessful offerers responding to the RFP to be advised of the reasons their proposals were not selected for award.

E. Standard Contract Clauses

Any contract resulting from this RFP shall include Exhibit A (Standard Contract Clauses, State University of New York) and Exhibit A-1 (Affirmative Action Clauses, State University of New York), the provisions of which shall take precedence over any provision in the RFP. These clauses relate to, among other things, assignment of the contract, availability of funds, non-discrimination, affirmative action, non-collusion, worker's compensation.

F. Gramm-Leach-Bliley Act

In performing this contract contractor will receive, maintain process or otherwise will have access to confidential information on students and/or customers of Purchase College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314.2), you must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined in relevant part under the Safeguards Rule 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.

The safeguards that contractor implements under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

G. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

*It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.*

In keeping with this policy, Purchase College mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offerer regarding compliance with the State's Affirmative Action policy. Accordingly, an Offerer's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

H. Proposal Confidentiality

All Proposals submitted for Purchase College's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offerer believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offerer shall submit with its Proposal a separate letter

addressed to: Patricia Bice, *Records Access Officer, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offerer to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offerer 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 Offerer 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 since a Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

I. Minority and Women-owned Business Enterprises

It is the policy of Purchase College and the State University of New York to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide goods and services at competitive prices.

**GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION:** For all State Contracts in excess of \$25,000.00 whereby Purchase College is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby Purchase College is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of ten percent (10%) for Minority-Owned Business Enterprises and eight percent (8%) for certified Women-Owned Business Enterprises.

J. Sustainable Procurement

It is the policy of the State of New York and Purchase College that all purchases shall incorporate sustainable procurement policies and practices.

In accordance with the provisions of Section 165(3) of the State Finance Law:

Purchase College 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 the cost of a product made without recycled content by 10% (or 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

In accordance with Gov. David Paterson's Executive Order No. 4, dated 25 April 2008, beginning 01 July 2008:

- (1) all paper products purchased must be 100% post-consumer recycled content and be process chlorine-free;
- (2) all publications must be printed on 100% post-consumer recycled content paper.

Further, taking into account form, function, utility and cost, Purchase College seeks to consider the environmental, health, and social impacts of all goods and services purchased and will select goods and services compatible with this policy.

K. 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: New York State Department of Economic Development, NYS Empire State Development, 30 South Pearl Street, Albany, New York 12245, email [esd@empire.state.ny.us](mailto:esd@empire.state.ny.us), website <http://www.empire.state.ny.us/>.

L. Vendor Responsibility

Purchase College will only award this contract to a responsible Offerer where responsibility is affirmatively reviewed by Purchase College in the areas of legal authority, integrity, past performance, and fiscal and organizational capacity of the Offerer. Further, where a procurement is valued at \$100,000. or greater, a completed self-disclosure Vendor Responsibility Questionnaire will be required from the successful Offerer by Purchase College. The link to obtain the blank Vendor Responsibility Questionnaire is: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

M. Sales and Compensating Use Tax Documentation

Pursuant to New York State Tax Law Section 5-a (Chapter 60, Part N, Laws of 2004, and amended Chapter 62, Part L, Laws of 2006), for procurements \$100,000., Purchase College must collect a completed Contractor Certification form ST-220-CA from contractors. (Contractors must also forward a completed form ST-220-TD to the NYS Tax Department.) The link to obtain the blank form ST-220-CA is: [http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

N. State Finance Law §§ 139-j and 139-k

1. a. Prior to approval by Purchase College, or, if applicable, the Office of the State Comptroller, of the contract for which this solicitation has been issued, an Offerer shall not communicate with Purchase College other than with the persons identified in this solicitation as Designated Contacts, or with a person who the Designated Contacts has advised the Offerer is also a Designated Contact.
- b. The **Designated Contacts for this RFP are identified on page 1 of this RFP.**
- i. Policy and Procedure of the State University of New York State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2011, 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.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at [www.suny.info/policies](http://www.suny.info/policies).

3. Each Offerer shall submit with its Proposal a written affirmation of its understanding of the State University's procurement lobbying procedures and agreement to comply with such procedures. Please see form SFL-139j & 139-k - Form B+C.
4. Each Offerer shall submit with its Proposal written disclosure as to whether the Offerer has been determined to be non-responsible within the previous four years by reason of having violated NY State Finance Law § 139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with NY State Finance Law §139-j; and certification that the Offerer has provided accurate and complete information with respect to the Offerer's compliance with NY State Finance Law §§ 139-j and 139-k within the previous four years. Please see form SFL-139j & 139-k - Form B+C.

O. Consultant Disclosure Legislation

Purchase College will follow all rules and regulations of Consultant Disclosure Legislation requirements identified in Office of the State Comptroller (OSC) Bulletin G-226. Please see website <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>. Form A, Contractor's Planned Employment, will be required for submittal with Bid Proposal. Form B, Contractor's Annual Employment Report, will be required annually for each period ending March 31.

P. Diesel Emissions Reduction Act of 2006 (the "Act")

The 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 the Contractor, its Agents or Subcontractors under this Contract, 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 the Contractor. Annually, but no later than March 1st, the Contractor shall complete and submit directly to the State University of New York ("SUNY"), via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms 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 this Contract for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23."

Q. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) Purchase College's RFP; (2) the Successful Offerer's Proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Offerer's Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
4. The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
5. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Offerer to Purchase College shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts.
9. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Proposal submission and will continue thereafter until the Successful Offerer notifies Purchase College otherwise, in writing. Such deadline may be further extended by mutual agreement.
10. In the event Successful Offerer uses partners, subcontracts or subcontractors, the Successful Offerer 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 Offerer will be the prime contractor.
11. Purchase College will not be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP or the costs of any services performed prior to receiving approval of the agreement from New York State. All Proposals and materials submitted in conjunction with Proposals shall become the property of Purchase College for use as deemed appropriate, respecting all copyrights.
12. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Offerer without the prior written approval of Purchase College.
14. The Successful Offerer(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. Indemnification - The Successful Offerer shall hold harmless and indemnify Purchase College, the State University of New York and the State of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Offerer, any affiliate, or any person or entity engaged by the Successful Offerer as an expert, consultant, independent contractor, subcontractor, employee or agent.
16. Liability - The Successful Offerer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offerer will impose any liability or duty whatsoever on Purchase College and/or the State University of New York 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.
17. Liability Insurance –Prior to the commencement of work, the Successful Offerer will provide, at its sole cost and expense,

Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from an insurance company authorized to do business in the State of New York with a combined liability insurance policy with limits no less than One Million Dollars (\$1,000,000) per individual for bodily injury and no less than Three Million Dollars (\$3,000,000) for property damage. Such policies shall name PURCHASE COLLEGE and the STATE UNIVERSITY OF NEW YORK as an additional insured (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate Purchase College, as the loss payee and shall contain a provision that Purchase College shall receive at least thirty (30) day's notice prior to material change, cancellation or expiration of any such policy. The certificates of such insurance should be delivered to: *Director of Purchasing & Accounts Payable, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1400.*

18. Workers Compensation Insurance & Disability Benefits Coverage - All employees in the hire of the Successful Offerer shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Demised Premises. Such policies shall name PURCHASE COLLEGE and the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Offerer shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to: *Director of Purchasing & Accounts Payable, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*, when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.

R. Purchase College has the right to:

1. Reject any and all Proposals received in response to this RFP in part or entirely.
2. To terminate any resulting contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, Purchase College may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. 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.
4. Request references and to contact any or all references.
5. Waive requirements or amend this RFP upon notification to all Offerers. Mandatory requirements may be eliminated if unmet by all Offerers.
6. Adjust or correct cost or cost figures with the concurrence of the Offerer if mathematical or typographical errors exist.
7. Negotiate with Offerers responding to this RFP within the requirements necessary to serve the best interests of the Purchase College.
8. Purchase College reserves the right to change any dates specified for the review and selection process.
9. Purchase College reserves the right to negotiate a payment schedule as part of the award of the contract.
10. Begin contract negotiations with another Offerer in order to serve the best interests of Purchase College, should Purchase College be unsuccessful in negotiating a contract with the Successful Offerer within an acceptable time frame.
11. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
12. Request clarifications from Offerers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerers determined to be susceptible to being selected for contract award, prior to award.
13. Advise Successful Offerer of an objectionable employee(s).
14. Terminate the services of the successful Bidder upon 120 days notice.
15. Waive minor irregularities.

16. Purchase College will not be liable for any costs incurred by respondents in the preparation and production of a Proposal or the costs of any services performed prior to receiving approval of the agreement from New York State. All Proposals, and materials submitted in conjunction with the Proposals, shall become the property of Purchase College for use as deemed appropriate, respecting all copyrights.
17. Purchase College reserves the right to modify or amend the requirements of this RFP after its release. All vendors will receive written notification of any modifications to the requirements of this RFP. If any modifications make compliance with the original Procurement Timetable impractical, the College will adjust the timetable accordingly.
18. Vendors who submit a Proposal in response to the RFP may be required to give an oral presentation to representatives of Purchase College and/or allow a site visit to the main or branch office. The site visit may include a demonstration of on-line inquiry access services. This shall provide an opportunity for the Vendor to clarify or elaborate on the Proposal, but shall in no way change the original Proposal. Purchase College shall schedule the time and location.
19. The successful vendor will be notified by the College by telephone and confirmed by letter.
20. By submitting a Proposal, the vendor agrees that she/he 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.
21. Vendors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the vendor or to potential conflict of interest among vendor staff.
22. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Proposal.
23. Purchase College reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
24. All vendors and vendor employees must be aware of and comply with the requirement of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and 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. In signing the Proposal response, each vendor guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the RFP process and in other civil or criminal proceedings as required by law.
25. Subcontractors
  - Except for vendors designated by the College, the vendor must indicate in their Proposal response a statement giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work which the proposed subcontractors are to perform/provide and any information tending to prove that the proposed subcontractors have the necessary skill, experience and financial resources to provide the service in accordance with the RFP.
  - The vendor shall have sole responsibility to the College for the acts or defaults of said subcontractors of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the vendor to the extent of its subcontract.
  - The vendor shall execute with each of its subcontracts and shall require all subcontracts to execute a written agreement which shall bind the latter to the terms and provisions of this Request for Proposals insofar as such terms and provisions applicable to the work to be performed by such subcontractors.

**YOU ARE INVITED TO SUBMIT A PROPOSAL TO PURCHASE COLLEGE, STATE UNIVERSITY OF NEW YORK FOR RFP SU-090111. BIDDERS MUST SUBMIT THE FOLLOWING:**

1. A completed Page 8, the form State Finance Law §§ 139-j and 139-k Form B+C, and Form A.
2. Information as requested in Part II: Detailed Specifications.
3. Your firm's Equal Employment Opportunity Policy Statement, which conforms to the provisions of Exhibit A-1.

**IF YOU ARE NOT SUBMITTING A PROPOSAL, PURCHASE COLLEGE REQUESTS THE FOLLOWING:**

1. Respond "No Proposal will be submitted" and state your reason(s).
2. Return only this page to the Issuing Office address on Page 1.

**BIDDERS PLEASE RESPOND TO THE FOLLOWING INQUIRIES AND/OR CERTIFICATIONS:**

1. Is the price quoted the same as or lower than that quoted other corporations, institutions or governmental agencies for similar services and/or like equipment or supplies?

YES: \_\_\_\_\_ NO: \_\_\_\_\_ If no, explain. \_\_\_\_\_

2. Does your firm agree that all presentations and materials will be free from racial, religious, or sexual bias?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

3. Are you a New York State (NYS) resident business? YES: \_\_\_\_\_ NO: \_\_\_\_\_

4. Total number of people employed by firm: \_\_\_\_\_

5. Total number of people employed by firm in NYS: \_\_\_\_\_

6. Is your firm a NYS Minority-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_

7. Is your firm a NYS Women-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_

8. Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.

YES: \_\_\_\_\_ NO: \_\_\_\_\_

9. In accordance with State Finance Law §§ 139-j and 139-k, please certify that all information provided to Purchase College with respect to State Finance Law §§ 139-j and 139-k is complete, true and accurate.

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMPLOYER'S FEDERAL ID NUMBER: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
BIDDER'S NAME / TITLE

\_\_\_\_\_  
BIDDER'S SIGNATURE / DATE



## **PART II: DETAILED SPECIFICATIONS**

Purchase College is soliciting proposals from professional full-service firms for comprehensive, ongoing public relations, advertising & marketing initiatives. (Only full-service firms will be considered.)

A complete understanding of the Purchase College brand and mission, campus constituencies, and key audiences is required— as well as comprehensive knowledge of the college’s cultural, social, and environmental resources.

All proposals must demonstrate extensive knowledge, media contacts, and successful outreach campaigns within Westchester County and surrounding geographies, as well as metro area.

### **A. PROJECT PARAMETERS**

#### **1. SERVICE**

The contracted firm is responsible and accountable for building regional brand awareness, strengthening brand value, building audience participation and engagement, generating philanthropic appeal, and supporting initiatives to achieve admissions and enrollment goals.

Proposals must include detailed methodology for measuring, analyzing and regularly reporting outcome for each of the following services:

Details of Service:

- Produce a minimum of four press releases per month, as well as “backgrounders” and fact sheets for reporters when appropriate
- On a continuing basis, pitch story ideas to print/electronic/online media in targeted markets
- Follow up with media
- Develop targeted media lists for various markets (general public, higher education, local/regional/national, arts and culture, sciences and specific subject areas depending on the stories to be pitched)
- Prepare and place announcements, event promotion, op-ed pieces, by-lined articles
- Plan and execute print/electronic/online media advertising campaign, including content development and ad-buys (within parameters of available advertising budget)
- Prepare and place follow-up pieces on special events, including photos and video

#### **2. CONSULTATION**

The contracted firm is responsible and accountable for developing and leading efforts to reinforce core message, mission, and brand value across campus community in all internal and external communications.

Details of Service:

- Prepare talking points for President and other spokespersons prior to interviews
- Provide media training
- Coordinate with social media consultant in conjunction with specific marketing initiatives
- Suggest and arrange appropriate sponsorship and networking opportunities
- Provide public relations counsel
- Provide a crisis communications plan
- Bring external problematic coverage to attention of college marketing officer and provide recommendations for resolution
- Regularly audit internal and external communications distributed by key campus areas—Admissions, Academic Affairs, Communications & Creative Services—to ensure consistency of message and brand attributes. Recommend modifications as necessary.

#### **3. CAMPUS PRESENCE**

The contracted firm must maintain consistent presence on-campus, including, but not limited to:

Details of Service:

- Organize press conferences and briefings, when applicable
- Attend weekly meetings with the marketing staff
- Schedule regular meetings with faculty (or faculty liaisons) and key administrators
- Attend selected special events (public and campus community)

**B. FEE**

The fee submitted in the Proposal must be an all inclusive, not-to-exceed lump sum total for the contract period.

**C. EVALUATION PROCEDURES AND CRITERIA**

Evaluation of Proposals will be undertaken by a review committee consisting of up to eight (8) Purchase College staff/faculty/officers.

Purchase College will evaluate proposals based on the following:

50% Proposed fee

50% Technical criteria:

15% Demonstrated expertise (including documentation of success/results in servicing and consulting comparable higher education institutions) in public relations, marketing, promotional and communications efforts.

10% Demonstrated understanding of Purchase College's brand, mission, strategic plan, marketing objectives, and enrollment goals, as well as comprehensive knowledge of Purchase College culture, social and environmental resources.

15% Westchester-based presence and extensive knowledge and connection with College's key market areas, target audiences, and primary constituencies.

10% The remaining criteria will be based on a combination of the following:

1. Evidence of professional and experienced staff.
2. Demonstrated understanding of Purchase College's public relations and marketing goals and objectives, as well as foreseeable challenges.
3. Demonstrated experience and expertise in all new media formats.
4. Client reference list with contact information.

The award will be made to the responsible offerer earning the highest composite score.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, if this contract is for (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing or (vii) goods for state university health care facilities, including contracts for goods made with joint or group purchasing arrangements, approval by the New York State Office of the Comptroller ("OSC") shall not be required.

(b) OSC approval is required for all other services contracts where (i) the contract is not listed in Section (3)(a) above and is made by a State University campus or health care facilities certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$250,000; (b) the contract not listed in Section (3)(a) above and is made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$50,000; (c) the contract not listed in Section (3)(a) above and is made by a health care facilities not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$75,000; (d) if this is an amendment for any amount to a contract not listed in Section (3)(a) above and as so amended, exceeds the statutory amounts, (e) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon SUNY until it has been approved by the State Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor

agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

1. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf:

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any

contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to SUNY must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's

receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

#### **20. 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 is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New

York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

#### **21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer

programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

#### **24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.**

In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as

defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

#### **26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

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***THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY***

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27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$ 10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

**1. DEFINITIONS.** The following terms shall be defined in accordance with Section 310 of the Executive Law:

**STATE CONTRACT** herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a Contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a Contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of Contractor.

**WOMEN-OWNED BUSINESS ENTERPRISE** herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any

goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

**MINORITY-OWNED BUSINESS ENTERPRISE** herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, (\$3,500,000.00) as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

**MINORITY GROUP MEMBER** shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

**CERTIFIED ENTERPRISE OR BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the DMWBD for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

**2. TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University):

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment

opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, 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 shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction Contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State

Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of New York State Department of Economic Development, Division of Minority and Women Business Development (DMWBD) shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

**2.** Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

**3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.** The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized

representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

**4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

**5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.**

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

**(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.**

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of **ten percent (10%) for Certified Minority-Owned Business Enterprises and eight percent (8%) for Certified Women-Owned Business Enterprises.**

**6. ENFORCEMENT.** The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor

or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

**7. DAMAGES FOR NON COMPLIANCE.** In the event that the Contractor willfully or intentionally fail to comply with the minority and women owned enterprises participation requirements set forth in the regulations promulgated by the DED as it applies to this State Contract, the Contractor shall be liable to pay to the University as **COMPENSATORY DAMAGES, NOT AS PENALTY** a sum of money to cover the actual cost incurred by the University for personnel, supplies and overhead for establishing, monitoring, and reviewing minority and women owned business enterprise programmatic goals and affirmative action and equal opportunity in connection with this State Contract. The University may deduct and retain

out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount

which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the

Contractor shall pay the difference, upon demand, to the University.



# Attachment 1

## Affirmation AND Disclosure and Certification with respect to State Finance Law §§ 139-j and 139-k

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at <http://www.suny.edu/sunypp/>.

<b>Procurement Description:</b> _____
<b>Procurement Proposal No:</b> _____

**A. Affirmation with respect to State Finance Law §§ 139-j and 139-k:**

Offerer AFFIRMS that it has reviewed and understands the Policy and Procedure of the State University of New York relating to State Finance Law §§ 139-j and 139-k, and agrees to comply with State University’s procedure relating to Contacts with respect to this procurement.

**B. Disclosure & Certification with respect to State Finance Law §§ 139-j and 139-k:**

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such 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, identify the following details:

Governmental Entity which made the finding: \_\_\_\_\_

Date of finding: \_\_\_\_\_

Basis of finding: \_\_\_\_\_

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offerer 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, identify the following details:

Governmental Entity which terminated the contract: \_\_\_\_\_

Date of contract termination or withholding: \_\_\_\_\_

Identify the related procurement contract: \_\_\_\_\_

Offerer CERTIFIES that all information provided by Offerer with respect to its compliance with State Finance Law §§ 139-j and 139-k is complete, true and accurate.

**Name of Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Person Submitting Form:** \_\_\_\_\_

**Name** (printed or typed): \_\_\_\_\_

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

**Date:** \_\_\_\_\_

## Attachment 2

**FORM A**

**OSC Use Only:**  
 Reporting Code:  
 Category Code:  
 Date Contract Approved:

**State Consultant Services - Contractor's Planned Employment  
 From Contract Start Date Through The End Of The Contract Term**

State Agency Name:	Agency Code:
Contractor Name:	Contract Number:
Contract Start Date:    /    /	Contract End Date:    /    /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
<b>Total this page</b>	0	0	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared:    /    /

(Use additional pages, if necessary)