

**PURCHASE COLLEGE, STATE PURCHASE COLLEGE OF NEW YORK
on behalf of the PURCHASE COLLEGE ASSOCIATION, INC.
REQUEST FOR PROPOSAL (RFP) ASC-0615**

RFP Number
ASC-0615

Dated
March 6, 2015

Description
Dining Program Management

Contract Term (07/01/2016 through 06/30/2026)
Ten years, beginning on about July 1, 2016
(With option for five (5) 1-year extensions)

Calendar of Events - Procurement Timetable

Release of RFP.....March 6, 2015
Mandatory Pre-Bid Meeting March 12, 2015 / 1:00 PM
Site Visits to Existing Accounts..... March 13-May 20, 2015
Question Period..... March 12-20, 2015 / COB
Answers to Questions March 27, 2015
Bid Due Date/Time April 17, 2015/ 1:00 PM
Notification of Short List Interview.....April 24, 2015
Short List Interviews April 30-May 1, 2015
Award Notification/Letter of IntentAugust 15, 2015
Contractor De-Briefingupon request after notice of award
Contract Commencement..... July 1, 2016

Location of Service

Purchase College
State Purchase College of New York
735 Anderson Hill Road
Purchase, New York 10577

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 L@purchase.edu

For technical information & clarification of detailed specifications:
Patrick Savolskis
Executive Director, Purchase College Association, Inc.
telephone 914-251-6990
fax 914-251-7913
email patrick.savolskis@purchase.edu
and

Gigi Alaimo
Assistant Director, Purchase College Association, Inc.
telephone 914-251-6968
fax 914-251-7913
email gigi.alaimo@purchase.edu

James Quinlan
IT Director
telephone 914-251-6946
fax 914-251-7913
email james.quinlan@purchase.edu

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Purchase College, State University of New York (SUNY) is located in Westchester County. It is a public institution that was founded in 1967 and is situated on 550 acres. By bringing two styles of education, the traditional liberal arts and sciences programs and the conservatory-based arts programs into one campus, the founders of Purchase College hoped to inspire an appreciation for both intellectual and artistic talents in all students. There are approximately 4,200 students and 350 full-time faculty and staff. It is through a diverse student population that, the College prepares its graduates to serve the workforce through character and leadership. Purchase College is planning the addition of a new residence hall to with approximately 200 beds with required meal plans targeted to open Fall 2017.

Purchase College Association is seeking a dining program that is dynamic, ever changing and evolving to keep up with trends while holding fast to its core principles which support a variety of opportunities for interaction and relationship building among students, faculty and staff. This model recognizes and ensures that the quality of the food and service is a critical priority encompassing a variety of choices, conveniently offered at multiple locations throughout the campus. This includes customer service, competitive price/value, and the ability of the contractor to replace and/or rotate food concepts in a timely and cost effective manner along with ensuring the dining program is kept fresh and up to date, reflects customer preferences including incorporating nutrition and healthy choices, and operates with an emphasis on sustainable programs and eco-friendly initiatives.

Purchase College Association's partner must be committed to providing a high level of food service at a variety of attractive and appropriate dining service facilities at multiple campus locations. Contractor shall provide Purchase College with all food service management and personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services Program at a level of quality that consistently exceeds owner expectations. Purchase College, SUNY on behalf of the Purchase College Association, Inc. (PCA), extends to bidders an invitation to submit bids for providing campus food service

PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS

A. Request For Proposal (RFP)

SUNY Purchase College and the PCA are 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/purchasemeansbusiness> (and click Current Procurement Opportunities).

From the date of receipt of this RFP by each Contractor until a binding Agreement exists with the selected Contractor, informal communications regarding this procurement shall cease. Formal communications shall include, but not be limited to, written communication from the Purchasing Office, pre-bid meeting, scheduled additional site visit, and short list interviews. Any failure to adhere to the provisions set forth in this RFP may result in the rejection of any Contractor proposal.

B. Bid Submission

When submitting a Bid, you must:

1. Prepare a clearly readable document in a font no smaller than the equivalent of Times New Roman 10 on 8 ½" x 11" paper with a maximum of 100 double sided pages following the format outlined in Part III Proposal Format. Attach all required information.
2. There are no deviations from the specifications. Offerers may submit alternate proposals for service, if the alternate proposal that meets the RFP requirements. Alternate solution proposals must be complete and will be subject to a full and independent evaluation.
3. **Sign the Bid.** By signing you indicate full knowledge and acceptance of this Request for Proposal (RFP) including Exhibits A and A-1. The Bid 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 Four (4) flash drives and Four (4) complete bound bids, one of which must have original signatures.** Bids should be sealed and submitted as specified in Part III. Bids are to be addressed to:

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

5. The following Attachments must be submitted as additional components on the flash drives as Excel 2010 or Excel 2013 workbook files:
 - Attachment 2 – Financial Workbook
 - Attachment 3 – Staffing Workbook
6. Bids must be received in the Purchasing & Accounts Payable Office by the due date and time. Offerers mailing their Bids must allow sufficient time to ensure receipt of their Bids by the time specified. Offerers are cautioned that, although using a trackable mailing/courier/messenger service, Bids must be received in the Purchasing & Accounts Payable Office by the due date and time. While Bids 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 Bid by the Bid due time. No Bid will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Bid due date and time. Electronically transmitted Bids will **NOT** be accepted.

C. Pre-Bid Meeting

There will be Mandatory Pre-Bid Contractor meeting on the date and time indicated on page 1 in the Calendar of Events - Procurement Timetable in the Red Room (first floor) of the Student Services Building, Purchase College, State Purchase College 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>

Please contact the following to confirm attendance and location of the Mandatory Pre-Bid Bid Meeting:

James Quinlantel 914-251-6946.....email james.quinlan@purchase.edu

As indicated on page 1 in the Calendar of Events - Procurement Timetable, Purchase College may be interested in visiting existing accounts of the Contractors. Bring a list of at least three (3) existing regional accounts for possible site visits. These accounts should be similar in size and nature to Purchase College's needs. Information provided to include:

1. Account name
2. Client contact name, telephone number and email address
3. Description of services provided
4. Length of account tenure
5. Revenue volume

Bids will be accepted by only Contractors attending the Mandatory Pre-Bid Bid Meeting. Failure to attend the Pre-Bid Bid Meeting will disqualify a Contractor from award consideration.

D. Additional Site Visit

Additional site visit for access to non-public areas may be scheduled by contacting:

Nikolaus D. Lentner...tel 914-251-6089.....email L@purchase.edu

Patrick Savolskis.....tel 914-251-6990.....email patrick.savolskis@purchase.edu

James Quinlantel 914-251-6946.....email james.quinlan@purchase.edu

E. Question Period

The RFP will allow for a question period as indicated on page 1 in the Calendar of Events/Procurement Timetable. All questions must be submitted in writing, citing the RFP page, section and paragraph numbers where applicable. All questions must be EMAILED to arrive no later than the Close of Business on the date indicated, and should be directed to email patrick.savolskis@purchase.edu. 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 posted to <http://www.purchase.edu/purchasemeansbusiness> by the date indicated on page 1.

F. Site Visits to Existing Accounts

Purchase College may make site visits of Contractors' existing accounts without prior notification to Contractors during the period as indicated on page 1 in the Calendar of Events/Procurement Timetable.

G. Short List Interview

Contractors whose proposals are deemed to be unacceptable will be notified by the Selection Committee in writing by email. Contractors whose proposals are deemed to be acceptable will be short-listed and asked to make oral presentations to the Selection Committee. Interviews will take place as indicated on page 1 in the Calendar of Events/Procurement Timetable. Notice of confirmation of the interview date, time and location will be given by email. Because the timeframe between proposal submittal and short list interviews is short, Contractors should assume that they may be required to participate in a short list interview on the Purchase College campus. Proposed key on-site management personnel will be required to be part of the interview. A presentation by the Contractor should be no more than 40 minutes in length, followed by one hour of questions and answers. The presentation should include the following:

- Review of Proposal Highlights
- Why Your Company
- Why Your Proposed Management Team (positions listed below)

After the question and answer period, only the proposed management personnel will remain all sales/development, regional or national representations will be asked to leave. The Selection Committee will then have 40 minutes to interview the on-site management team, which shall consist of:

- General Manager/Resident District Manager
- Executive Chef
- Residential Operations Manager

- Retail Operations Manager
- Catering Director/Manager

H. Contractor De-Briefing Meeting

Upon notification of the selection and award of a contract, unsuccessful Contractors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Request for Bids. Request for debriefing by an unsuccessful bidder should be made within thirty (30) days after the award of the contract.

I. Contract Award Protest Procedure

Upon notification of the selection and award of the contract, the bidder or offeror whose bid or Bid was not selected as the successful bid or Bid is entitled to submit a Bid Protest in accordance with SUNY's Contracts Award Procedure (Document # 7561). The SUNY's Protest Procedure is available at http://www.suny.edu/sunypp/documents.cfm?doc_id=699. Please note that the Protest Officer is Nikolaus D. Lentner; contact information is located on page 1 of this RFP.

J. Pre-Occupancy Planning

Immediately upon receipt of the Award Notification/Letter of Intent, the Contractor and its on-site manager shall immediately begin Pre-Occupancy Planning to insure fulfillment of all its obligations. The Contractor will be expected to provide professional Pre-Occupancy coordination services, the expenses of which will be borne by the Contractor. The Contractor will be expected to attend meetings as required by Purchase College to insure a smooth transition into full operation.

K. Standard Contract Clauses

Any contract resulting from this RFP shall include Exhibit A (Standard Contract Clauses, State Purchase College of New York) and Exhibit A-1 (Affirmative Action Clauses, State Purchase College 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.

L. 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, PCA 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 Bid must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

M. Minority and Women-owned Business Enterprises

It is the policy of the State Purchase College 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 each SUNY campus 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 **fifteen percent (15%)** for certified Minority-Owned Business Enterprises and **fifteen percent (15%)** for certified Women-Owned Business Enterprises.

N. 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.

O. Bid Confidentiality

All Bids submitted for PCA 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 Bid 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 Bid a separate letter addressed to: Nikolaus D. Lentner, *Records Access Officer, Purchase College, State Purchase College 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 Bid 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 Bid be kept confidential is not advisable since a Bid cannot reasonably consist of all data subject to FOIL proprietary status.

P. Sustainable Procurement

It is expected that Contractor will support the purchase of products that will minimize any negative environmental impacts of the contract. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, including packaging and transportation products and methods.

The successful Contractor shall comply, when applicable, with the policy of the State of New York and the State Purchase College of New York that all purchases shall incorporate sustainable procurement policies and practices.

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

The State Purchase College of New York 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.

Q. 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, 625 Broadway, Albany, New York 12207, email esd@empire.state.ny.us, website <http://www.empire.state.ny.us/>.

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

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth in Paragraphs 73 and 74 of the Public Officers Law, and the underlying principle of the law is to prevent conflicts of interest, and encourage ethical behavior. The law may be found on the following web site: <http://www.jcope.ny.gov/law/ethics.html>.

While the two most relevant paragraphs of law are contained below, any questions relating to interpretation of the Public Officers Law should be directed to the Ethics Commission at (518) 432-8207 or (800) 873-8442 {(800) 87-ETHIC}.

Public Officers Law Paragraph 73(8)(a)(i) and (ii):

73. 8. (a) (i) No person who has served as a state officer or employee shall within a period of two years after the termination of such service or employment appear or practice before such state agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation or association in relation to any case, proceeding or application or other matter before such agency.

73. 8. (a) (ii) No person who has served as a state officer or employee shall after the termination of such service or employment appear, practice, communicate or otherwise render services before any state agency or receive compensation for any such services

rendered by such former officer or employee on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction with respect to which such person was directly concerned and in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration. Former State employees may be retained by a Contractor under contract with a state agency, after he or she leaves State service, provided that they are not placed back at their former agency during their two year postemployment period or engaged in any other activities that would violate the lifetime bar provision of Public Officers Law Paragraph 73(8)(a)(ii). An individual who, following a hearing, is found to have knowingly and intentionally violated the provisions of Public Officers Law Paragraph 73(8)(a)(i) may be subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000.00) for each violation.

S. Determination of Contractor Responsibility

New York State procurement law requires that State agencies award contracts only to responsible contractors. Additionally, the 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 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 offerer.” 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.

1. In accordance with these procurement laws, PCA will conduct an affirmative review of Contractor responsibility for all organizations or firms with which it conducts business. In doing so, Offerers are required to file the Contractor 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 available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct 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. Offerers opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_Contractor.htm or may contact SUNY System Administration for a copy of the paper form.
2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by PCA, 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.
3. PCA, at its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it 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 PCA issues a written notice authorizing a resumption of performance of the Contract.
4. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate officials or staff, the Contract may be terminated by PCA at the Contractor’s expense where the Contractor is determined by PCA to be non-responsible. In such event, PCA may complete the contractual requirements in any manner it deems advisable and pursue available or equitable remedies for breach.

T. 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 of \$100,000 and greater, a completed Contractor Certification form ST-220-CA must be collected 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/killin/st/st220ca_606_fill_in.pdf

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

1. a. Prior to approval by PCA, 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 PCA or 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 are identified on page 1 of this RFP.**
- i. Policy and Procedure of the State Purchase College 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 Purchase College to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential Contractor or a person acting on behalf of the Contractor, 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 Contractor 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 Contractor nor a person acting on behalf of the Contractor should contact any individual at State Purchase College other than the person designated in this solicitation as State Purchase College’s Designated Contact, nor attempt to unduly influence award of the contract. State Purchase College 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 Contractor or a person acting on behalf of the Contractor 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 Purchase College of New York Procurement Lobbying Policy and Procedure is available for review at <http://www.suny.edu/sunypp/>.

2. Each Offerer shall submit with its Bid a written affirmation of its understanding of the State Purchase College’s procurement lobbying procedures and agreement to comply with such procedures. Please see form B: http://www.suny.edu/sunypp/documents.cfm?doc_id=282
3. Each Offerer shall submit with its Bid 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 C: http://www.suny.edu/sunypp/documents.cfm?doc_id=283

V. 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 Purchase College 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."

W. Information Security Breach and Notification Act

Contractor shall comply with the provision of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees or subcontractors.

X. Iranian Divestment Act of 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is charged with developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

The successful Bidder (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on the contract to be awarded pursuant to this RFP any subcontractor that is identified on the prohibited entities list. Additionally, the successful Bidder agrees that after the list is posted on the OGS website, should it seek to renew the Contract, it will be required to certify at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the Contract to be awarded pursuant this RFP, should PCA receive information that the successful bidder is in violation of the above-referenced certification, PCA will offer the successful bidder an opportunity to respond. If the successful bidder fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then PCA shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages, or declaring the successful bidder to be in default.

PCA reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Y. Indemnification

The Successful Offerer shall hold harmless and indemnify Purchase College Association, Purchase College, the State Purchase College 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.

Z. Workers Compensation Insurance & Disability Benefits Coverage

All employees in the hire of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Purchase College premises. Prior to commencement of work, proof of coverage of Workers Compensation Insurance and of Disability Benefits Coverage will be required to be submitted. For further information, see <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>.

AA. 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 the Purchase College Association Inc., Purchase College and/or the State Purchase College 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.

BB. 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 Three Million Dollars (\$3,000,000) per individual for bodily injury and no less than Five Million Dollars (\$5,000,000) for property damage. If automobile equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per individual for Bodily Injury, and Two Hundred Fifty Thousand (\$250,000) per occurrence for property damage; or combined single limit of One Million Dollars (\$1,000,000).

One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage and not less than Two Million Dollars (2,000,000) aggregate. Comprehensive Automobile Liability with limits not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage. Umbrella Liability extending over both the general liability and automobile liability with limits not less than Five Million Dollars (5,000,000). Statutory Workers' Compensation Coverage.

Such policies shall name PURCHASE COLLEGE ASSOCIATION, INC., and co-name PURCHASE COLLEGE, the STATE UNIVERSITY OF NEW YORK (SUNY) and the STATE OF NEW YORK as additional insured on a primary and non-contributory basis. (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate Purchase College Association, Inc. as the loss payee. The policy shall contain a provision that Purchase College Association, Inc. shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy. Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the insurance company shall notify the Purchase College Association Inc. in writing thirty days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy."

The certificates of such insurance should be delivered to: *Director of Purchasing & Accounts Payable, Purchase College, State Purchase College of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*. Contractor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically or via fax. Each Certificate must include the specific Contract number and the name of the Contract Officer. Contractor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to The State Purchase College of New York and rated at least "A-" Class "VII" in the most

recently published Best's Insurance Report. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

CC. Sample Contract

Purchase College Associations Sample Contract will be distributed to bidders who attend the pre-bid meeting. These terms and conditions are intended to be incorporated into the final Contract between Purchase College and the successful Contractor. The Sample Contract is an integral part of this RFP, as it provides additional information necessary for the development of Contractors' proposals, describing in detail the contractual relationship between Purchase College Association and the Contractor. **Proposals that are contingent upon any changes to these terms and conditions may be at a competitive disadvantage in the proposal evaluation process.** By submitting a response to this RFP you are agreeing that you have fully reviewed (including tax and legal counsel) and accept the responsibilities and obligations therein unless otherwise explicitly noted as part of your proposal response by exception taken.

DD. 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 on behalf of PCA; (2) the Successful Offerer's Bid; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses, (5) Sample Contract.
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 Bid.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or Bid, 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 PCA 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. Price reductions are encouraged and acceptable at any time during the contract period.
9. The submission of a Bid 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 Bid submission and will continue thereafter until the Successful Offerer notifies PCA 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. Neither PCA nor Purchase College will be liable for any costs associated with the preparation, transmittal, or presentation of any Bids 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 Bids and materials submitted in conjunction with Bids shall become the property of PCA for use as deemed appropriate, respecting all copyrights.
12. PCA will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the Contractor's bid. PCA shall be the determinant and make the final determination.
13. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
14. 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 PCA.

15. 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.
16. Any firm or individual that participated in the development or preparation of this IFP is not eligible for award of the resulting contract.

EE. PCA has the right to:

1. Reject any and all Bids 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, PCA 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 two (2) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and 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 PCA.
8. PCA reserves the right to change any dates specified for the review and selection process.
9. Begin contract negotiations with another Offerer in order to serve the best interests of PCA should PCA be unsuccessful in negotiating a contract with the Successful Offerer within an acceptable time frame.
10. 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.
11. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
12. Waive minor irregularities.
13. PCA reserves the right to modify or amend the requirements of this RFP after its release. All Contractors 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 PCA will adjust the timetable accordingly.
14. Contractors who submit a Bid in response to the RFP may be required to give an oral presentation to representatives of PCA 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 Contractor to clarify or elaborate on the Bid, but shall in no way change the original Bid. PCA shall schedule the time and location.
15. The successful Contractor will be notified by PCA by telephone and confirmed by letter.
16. By submitting a Bid, the Contractor 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.
17. Contractors 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 Contractor or to potential conflict of interest among Contractor staff.
18. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Bid.

19. PCA reserves the right to 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.
20. Subcontractors
 - Except for Contractors designated by the PCA, the Contractor must, in their Bid response, indicate the name and address of all proposed subcontractors. This 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 Contractor shall have sole responsibility to the PCA 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 Contractor to the extent of its subcontract.
 - The Contractor 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 Bids insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.
21. Engage the services of a food service consultant, Envision Strategies, to assist with the RFP process. The consultant's representative is Ann Roebuck, Project Director.
22. Assemble a Selection Committee to review and evaluate the submitted proposals based on criteria that may include:
 - A. Overall Vision (How well did the company understand Purchase College)
 - B. Technical Proposal Elements
 - C. Management and Staffing Proposal Elements
 - D. Willingness to accept Sample Contract language
 - E. Financial Proposal
 - F. Quality of Short List Interview

Through this process, the Selection Committee will determine which proposals are acceptable or unacceptable. If the Contractor elects to submit multiple proposals, each proposal submitted must be complete and will be subject to a full and independent evaluation.

PART II: DETAILED SPECIFICATIONS

A. Contract Term and Extensions

The term of the contract is to commence July 1, 2016, with service to commence on July 1, 2016. The contract shall remain in effect for an initial ten (10) year period until June 30, 2026; unless terminated, canceled, or extended as otherwise provided herein. Purchase College reserves the right to extend the period of any resultant contract for five (5) supplemental period of one (1) year. In the event of contract extension, the Contractor will be required to provide complete and current submittals prior to each extension which will include a five (5) year 'Vision Plan'. Required submittals will include, but not necessarily be limited to, insurance certificates, financial statements, and resumes for new or replacement management and/or support staff.

B. Current Dining Program Summary

1. One (1) Residential Dining ("All You Care to Eat") Location
2. Three (3) Retail Dining Locations
3. Catering Exclusivity when State/SUNY funds pay for the event
 - a. Year-round Academic and Administrative Meetings/Conferences
 - b. Summer Camps and Summer Conferences
4. Opportunity to Obtain Separate Contract with Purchase College Children's Center (ages 18 months – 5 years)
Current contract includes a cold breakfast, snack and hot lunch delivered daily for a fixed price.

C. Program and Service Expectations

1. Vision and Objectives

The successful Contractor will be the one whose proposal reflects the most creative and comprehensive understanding of Purchase College's needs along with advantageous financial terms and can best accomplish the mission of the campus dining program by:

- Providing a professional food service management provider that is a leader in the field, offers a best practice approach to the Dining Services Program, and views Purchase College as an incubator for new programs, services, technology, and management strategies.
- Providing a variety of safe, high quality food and service at a good value.
- Contributing to a quality experience for all students and the Purchase College community including visitors by maintaining high levels of satisfaction through the use of continuous feedback mechanisms and timely response to the feedback received.
- Being fiscally responsible including the efficient use of energy and water and being a good steward of Purchase College provided resources. Utilizing benchmarking and goal measurement to monitor progress.
- Contributing to the Purchase College's sense of community through a holistic approach, one that is marked by distinctive destinations that foster relationship building and engagement matched with convenience options that fit consumer lifestyles; culinary skill and expertise; world class customer service; innovative use of technology and social media; and collaborative programming throughout the academic calendar.
- Contributing to a sustainable and healthful life style.
- Making a visible and measurable contribution to the sustainability goals of Purchase College, include maintaining and expanding the use of local and regionally produced food products and marketing of the same along with continued support of composting in The Rocket.
- Embracing local partnership and joining Purchase College and local initiatives, as appropriate.
- Maintaining a strong emergency management and crisis response program.
- Renovation of Main Dining Hall to include servery, dining and some back of house upgrades.
- Understanding of the Purchase College environment.

2. Programmatic Expectations

- A. Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle;
- B. An innovative portfolio of service concepts that provide:
 - distinctive dining destinations;
 - include a mix of national, regional and locally owned brands that are popular with the Purchase College community;
 - a thoughtful mix of service formats designed to satisfy a variety of consumer needs including breakfast in residential dining;

- offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles;
- C. A diversity of food and beverage choices within operations and across the program:
- address the broad range of consumer preferences;
 - include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.;
 - offer a broad range of healthy choices;
- D. Hours of service that support student lifestyle needs across campus, including weekend, holiday service and extending late night hours of operation.
- E. Retail and all-you-care-to-eat door pricing to the consumer that is competitive with equivalent local and national branded food outlets.
- F. Catering program that offers:
- tiers of pricing , which are competitive with off-campus caterers, to the consumer;
 - a price tier designed to offer an affordable pick-up menu for student groups;
 - specially trained staff to work high-end events and develop a collaborative relationship with the consumer;
 - a variety of menu options that includes everything from everyday standard meals to customized menus, using as many local ingredients as possible;
 - a commitment to provide outstanding food within a budget and an innovative presentation;
 - professional event planning assistance and leave behind information.
- G. A meal plan program and policies that:
- offer multiple, and affordable plan configurations for resident students living in traditional;
 - deliver high levels of participation by being responsive to the needs of students during different day-parts;
 - Offer plan configurations for students who live on campus apartments that does not require a meal plan and to commuters that are flexible, affordable, and aggressively marketed.
- H. Merchandising and food presentation that showcases the products offered and is attractive and appealing.
- I. An intentional and committed approach to staffing that results in:
- staffing levels that are matched to customer demand so that service is fast and efficient;
 - friendly, courteous, knowledgeable, and professional employees that receive regular and comprehensive training in both technical and customer service skills;
 - staff that are local language proficient when in positions of regular interaction with customers.
- J. Dining spaces that are configured in such a way to allow the use of the dining space during non-dining hours as a programming space for the College’s activities. Design of such that all access to the servery is secured.

3. Expectations of the Management Team

- A. An on-site management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of Purchase College’s Dining Services Program including strong experience in renovating existing facilities. The management team should be collaborative with Purchase College, its key stakeholders, and employees that include a communication strategy which is proactive and accessible. The management team should convey a vision to its employees with regard to being passionate about meeting customer expectations and winning customer loyalty.
- B. District and regional management support that is present, involved, and responsive which enables on site management to be nimble decision makers; who shall routinely review and inspect operations, fill staff vacancies, consult with Purchase College Representatives on current and future Dining Service programs, and act with full authority on the Contractor’s behalf in any and all matters pertaining to the specifications of this contract.
- C. An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support.
- D. Equipment preventive maintenance programs that are ongoing and result in good stewardship of Purchase College owned resources.

- E. Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability and financial reporting to Purchase College Association.
4. Human Resources Expectations
- A. Human resource practices that are industry leading and that support workplace diversity, employee retention and generally reflect the human resource practices of the Purchase College.
 - B. Fair and competitive wages which are attractive in comparison to the local food service industry.
 - C. Employee benefits that include affordable health and life insurance for employees.
 - D. A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program.
 - E. Depending upon the outcome of the RFP process; preferential hiring of qualified, existing dining staff of the current Contractor.
 - F. Development and adherence to a continuous improvement and training philosophy founded on a comprehensive performance measurement program.
5. Wellness and Nutritional Expectations
- A. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable.
 - B. Provision of comprehensive information that is easily accessed by the customer on the content of foods served including ingredient statements for food allergies and sensitivities, and nutritional information on the Dining Program website.
 - C. Provision for nutritional and allergen labeling at the point of service for each menu item.
 - D. An ongoing program of customer education on issues pertaining to nutritional health, weight management, and overall wellness.
6. Marketing and Business Development Expectations
- A. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales, and catering sales that is collaborative and coordinated with Purchase College in articulating a seamless message which includes quantitative success measurement.
 - B. Marketing programs that not only increase participation but also stress customer loyalty and drives business to desired locations.
 - C. Provision of a full time, professional Marketing Manager whose assignment is the marketing of Purchase College dining services program including collaboration with Purchase College marketing efforts.
 - D. Annual marketing plans customized to Purchase College's unique needs and target audience, including creative use appropriate to social media avenues.
 - E. Proactive analysis of new business opportunities in coordination with Purchase College, including the potential for service expansions and additions.
7. Sustainability Expectations
- A. A commitment to support the Purchase College's Sustainability Committee accomplishments and future goals, including pro-active suggestions for annual improvements.
 - B. A commitment to recycling and composting that, at a minimum, matches and evolves with Purchase College's recycling and sustainability programs.

- C. A commitment to track food waste daily and communicate the results to customers.
- D. A sustainability program designed to constantly evolving and minimally address the following areas:
 - Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; emphasis on utilizing local and regionally grown food products; energy efficient transportation from farm to campus.
 - Energy & Water Conservation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practice; staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - Disposal – Minimization of waste; mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; use of recycling and other efficient waste disposal mechanisms.
 - Innovation and Education – Continuous evaluation and improvement of sustainability practices; innovation in sustainability; provision of education to employees about innovations and reasons for operational decisions in food service.
 - Sustainable design – Incorporation of sustainable design principles in construction projects undertaken on behalf of the Purchase College.
 - Sustainable Disposables - Use of disposable products that are environmentally friendly in all aspects of the dining services program. This includes at a minimum retail and catering components, including packaging.

8. IT Expectations

- A. Provision of qualified on-site management or technical personnel appropriately trained in the software (CBORD Cloud & MICROS POS) used by Purchase College in operating the Dining Services Program.
- B. Production, service, and management information systems technology that is industry leading in all aspects of the program with a commitment to a seamless interface with Purchase College’s MORE CARD.

D. Dining Program Requirements

Contractors are charged with providing a Dining Services Program that thrives with vitality as evidenced in facilities, which includes facility aesthetics, facility flow & function, capacity that matches demand and most importantly excellent customer service. The existing Dining Services Program should be considered the minimum level of performance requirements, with regard to all aspects of the program.

1. Residential Dining

The service ware standard for all residential dining locations will be china ware and stainless steel flatware at all meal times. To facilitate take-out service, compostable ware must be available at all service platforms at all times. Compostable ware is the standard of service for dispensed beverages. Recycling containers are to be available in the dining area. Existing location (additional information in Exhibit B – Existing Dining Program Information):

- Main Dining Hall (located in the Dining Hall) and/or new location or concept idea

2. Retail Dining

The service ware standard for all retail dining locations will be compostable ware at all service platforms, including beverages. Recycling containers are available in the dining area. Customers can order individual meal service for pick up at Retail Dining locations. Orders are placed via the Contractor’s online ordering system or mobile app without an additional charge to the customer or college. The Contractor shall be required to provide, at Contractor expense, an on-line or mobile application, with an interactive software platform for web-based retail ordering, substantially similar to Catertrax, and to provide an efficient pick up strategy for orders. Purchase College is also open to a delivery program to key drop off locations on campus. Existing locations (additional information in Exhibit B – Existing Dining Program Information):

- The Hub Food Court (located in Campus Center North)
- Terra Ve (located in Campus Center South)
- Starbucks (located in Fort Awesome Residence Hall)
- New Location – café concept (to be located in the Purchase College bookstore).

3. Meal Plan Daily Rates

Purchase College desires a daily rate be established for Breakfast, Lunch/Brunch, and Dinner at the Main Dining Hall, which is open to the campus community and visitors. Contractor should provide discounted door rate pricing for students and faculty/staff who utilize Dining Dollars or SuperFlex, as compared to payment using cash or a credit/debit cards.

4. Meal Plans

There are three types of meal plans:

- Mandatory – Student living in Traditional Residence Halls (Farside, Big Haus, Crossroads, Fort Awesome, Outback and Campus Center North)
- Voluntary – Students living in Apartments (Alumni, The Olde, The Commons) and Off Campus Commuters.
- Faculty/Staff – Faculty/Staff can purchase Dining Dollars and receive discounted rate at the Main Dining Hall.

Declining Balance Accounts:

- SuperFlex – Account associated with a meal plan that contains meals. Super Flex dollars roll over fall to spring and expire at the end of the academic year. SuperFlex can only be used in campus dining operations. Unused funds are returned to vendor.
- Dining Dollars – Account available to meal plan holders as well as non-meal plan holders. Initial account opening requires a deposit of \$250 for students. Dining Dollars roll over semester to semester until completion or termination of a student's academic tenure. Unused funds are returned to Purchase College Association.

Successful contractor must honor meal plans sold for the first year of the contract, 2015-2016 Academic Year. Contactor my submit recommendations for Year 2 meal plans.

5. Exclusive Catering, when state and/or SUNY funds are used

Purchase College's catering needs encompass the potential for a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated events, and receptions for groups large and small. Service levels range from drop-off caterings to fine dining events. Thus, while the majority of caterings will be coffee breaks, buffets or drop of meals (salads, box lunches, etc.), the Contractor must have the capability to provide a variety of waiter-served hot and cold meals as well, including upscale menu offerings. Catering on the Purchase campus is exclusive, except for the Performing Arts Center where the Contractor will be expected to compete aggressively for business.

- A. Service Hours - Events typically occur Monday through Friday, during normal business hours, with the potential for occasional events in the evenings or on weekends.
- B. Online Ordering: The Contractor shall be required to provide, at Contractor expense, an on-line, interactive software platform for web-based Catering ordering, substantially similar to Catertrax.
- C. Service ware: China ware, glassware and stainless steel flat ware will be the standard of service for catered events, unless the event arranger specifies disposable ware or compostable ware at the time of placing the order. When requested, the Contractor will be responsible to supply high quality, attractive, compostable ware for use in executing catered events.

6. Summer Camps/Conferences

Summer Camps/Conferences are vital component to the Dining Services Program and to Purchase College. Summer Camps/Conferences provide a unique opportunity for overnight visitors that may not be familiar with Purchase College. The Contractor will need to provide creative and competitively priced menu options to Purchase College event planners. The Contractor must execute the meals with first class presentations regarding food quality, service and atmosphere.

- A. Service Hours - Events typically occur Monday through Friday, during normal business hours, with the potential for occasional events in the evenings or on weekends.
- B. Service ware: China ware, glassware and stainless steel flat ware will be the standard of service for summer camps/conference events, unless the event arranger specifies disposable ware at the time of placing the order.

When requested, the Contractor will be responsible to supply high quality, attractive, compostable ware for use in executing summer camp/conference events.

7. Equipment & Smallwares

Purchase College will provide its current inventory of equipment for Contractor use in operating the Dining Services Program. Purchase College does own the smallwares that are in use in the Dining Services Program. The successful Contractor will be required to provide all smallware for the Dining Services Program. All smallwares that are for use by the customer must have Purchase College approval, prior to purchase. The Contractor will be responsible for providing any additional equipment and/or smallwares necessary to support Contractor's operating concepts. Contractor will be responsible to perform due diligence in understanding the operational capabilities of these facilities. An inventory of Purchase College owned equipment is provided in Exhibit 2 – Existing Dining Program Information.

PART III: PROPOSAL FORMAT

Your proposal must encompass and address all the expectations of Purchase College Association as identified in Part II – Detailed Specifications of this RFP, as well as all Exhibits provided. So that Purchase College can systematically evaluate all proposals, please present your submittal in the following format. We recommend that you include concise but complete information about your company, emphasizing why you believe your company to be uniquely qualified to operate the contract for which you are proposing. Please note that, if a short-list is selected, the short-listed contractors may have the opportunity to participate in a formal, in-person presentation and interview to the Selection Committee; however, Purchase College Association may base their selection solely based on the proposals received.

1. **Executive Summary**– Maximum Length: 5 Pages

Provide an Executive Summary of your Technical Proposal. The Executive Summary should not only touch on all components of your Technical Proposal but also highlight those features that you believe best demonstrate the advantages of selecting your firm for this contract. The Executive Summary should clearly state your ‘vision’ for the Dining Services Program and the steps you have proposed to reach that vision.

2. **Technical Proposal** – *Maximum Length: 100 Pages including the Management and Staffing Proposal Requirements*

A. Corporate Experience and Expertise

In order to evaluate the depth of your corporate expertise, provide key information about your corporate capabilities in the following areas. The narrative should include information on corporate-wide programs, performance standards and metrics, unique features, key initiatives and the corporate support structures available.

1. Background and Overview of the Company
2. Provide a minimum of 2 additional (not previously submitted at the Pre-Bid Meeting) current accounts similar in size and nature to Purchase College’s needs, to include:
 - Client name
 - Client contact name, telephone # and email address
 - Description of service provided
 - Length of account tenure
 - Revenue volume
3. Level of Corporate Expertise to support the Purchase College account: (1 page each)
 - a. Menu and Culinary Development
 - b. Quality Control of Food and Services
 - c. Marketing
 - d. Wellness
 - e. Sustainability
 - f. Food Safety and Sanitation
 - g. Equipment and Facility Maintenance
 - h. Cost Control
 - i. Performance Measurements

B. Residential Dining (AYCE)

Provide your proposed service concept for the Main Dining Hall. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs. Attention should be paid to the desires of today’s customer—quality products, rotational variety, authentic offerings and speed of service and variety are paramount, as well as the ability to take food “to go”.

1. Provide creative service opportunity for Monday thru Friday breakfast. Outline program components and how program will operate.
2. Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day. (*Menus do not count towards the 100 page limit*)
3. Provide a sample of each platform signage, as well as the menu signage at each platform.
4. Provide samples of the nutrition and allergen labeling at each service point.

5. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Spring 2015, plus the inclusion of a Monday thru Friday breakfast.
6. The Purchase College desires the Contractor to promote and support special events/programs throughout the year at all residential dining locations, including theme and holiday events. Provide a description and proposed “typical semester” calendar of special events/programs you propose.
7. Provide your proposed exchange program for retail venues. Provide the retail venue, hours of operation of the exchange program and food/meal components available at each meal (breakfast, lunch, dinner, late night). Provide this information for each retail venue offering a meal exchange program.
8. Provide your proposed reusable container “to go” program, identifying all the steps from obtaining the first container, using the container, disposing of the used container, obtaining a clean container. Identify costs of the program to Purchase College Association and to each program participant, that are not included in the meal plan pricing. Provide a photograph/image of the container to be used.
9. Purchase College Association desires to maintain the current meal plans for Year 1 of the contract. Submit for Year 1 the daily rates as part of Attachment 2 – Financial Workbook. Submit for Year 2, the proposed mandatory and voluntary meal plans, including suggested pricing, which show innovation and creativity to maximize the student’s desire for flexibility and ease of use.
10. Provide the proposed Faculty and Staff meal plans, including suggested pricing, for Year 2

C. Retail Dining

Provide your proposed service concepts indicating the style of service (quick service, waiter service, etc.), menu concept(s), and brand identity. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today’s customer—quality products, rotational variety, authentic offerings and speed of service and variety are paramount, as well as the ability to take food “to go”.

For each Retail Dining location that is proposed, provide the following:

1. Name and location of the venue.
2. Provide a full menu with pricing and key portion sizes. For locations that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day. (*Menus do not count towards the 100 page limit*)
3. Provide a sample of each platform signage, as well as the menu signage at each platform.
4. Provide samples of the nutrition and allergen labeling at each service point.
5. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Spring 2015.
6. Proposed promotional calendar of special events/programs specific to each retail dining location you propose for the first year of the contract.
7. Describe how the software or the mobile application will function for the users for placing retail orders. This will include the number of steps required to complete an order as well as the payment options (online/app payment, payment in retail location at pick-up). Describe any other features that are available with the software or app. Indicate the method and location (within the facility) for order pick-up by the customer. If web or app ordering is not available at a retail location, make that notation in this section.
8. Describe your Company’s philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life of the contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.

9. Provide your proposed “to go” program, identifying all options of the “to go” program. Provide a photograph/image of the container(s) to be used.
10. Provide a listing of national branded (franchised) concepts for which your company owns a franchise. Also, attach a list of company-owned branded concepts offered by your company.

D. Catering Program – Exclusive, with use of State/SUNY funds by customer for payment.

Catering program shall meet the needs of the Purchase College, which include a wide range of catered events daily and throughout the year, and at varying levels of service and pricing. The catering program on campus shall have three (3) distinct levels.

- Premium/Presidential Menu Options
- Everyday Menu Options
- Pick-up/Student Options

1. Provide samples of the three (3) levels of catering menus and pricing structures with all ancillary charges clearly noted on each menu sample. As appropriate by level, the catering menus you propose, should encompass each of the following menu categories:

- a. Buffet Breakfast
- b. Box Breakfast
- c. Served Breakfast
- d. Buffet Lunch
- e. Box Lunch
- f. Served Lunch
- g. Receptions
- h. Buffet Dinners
- i. Served Dinners
- j. Beverage and Break Service

Note: The Catering menus requested above may be issued as an Attachment to the RFP and do not count towards the 100 page submittal limit.

2. Provide sample menu, including portion sizes, and pricing specifically designed for summer camps and summer conferences. *Note: The Summer Camp & Conference Menus requested may be issued as an Attachment to the RFP and do not count towards the 100 page submittal limit.*
3. Describe the elements and initiatives of your Green Catering program.
4. Describe your operating standards for event planning, food quality, presentation, delivery, set-up, staffing and clean-up for events. In particular, describe the techniques you use to insure that the quality of service for catered events will meet or exceed the expectations of customers.
5. Provide detailed information on the composition, features and capabilities of the catering software system you propose that will insure online ordering and invoicing.
6. Describe your vision on how you will solicit and secure catering events held in the Performing Arts Center, as this critical service to the Purchase College. Provide samples of leave behind brochures/guides for potential customers with the wide range of events that can occur at the Performing Arts Center.

E. Year One Marketing Plan

1. Provide your proposed Year One Marketing Plan for the Dining Services Program structure to meet the requirements outlined in the RFP. Your plan must be a custom plan developed for Purchase College unique marking needs. Each element of the proposed plan must include a description of how Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
2. Describe who will be responsible for the development of the marketing plan and implementing marketing initiatives on site.

3. Identify the annual financial commitment you propose to spend on Marketing, expressed as a percentage of sales (this commitment must also be reflected in your pro forma financial projections).

F. Wellness Program

Provide your proposed Wellness Program for the entire Dining Services Program based upon the Wellness and Nutrition Expectation outlined in Part II. Each element of the proposed plan must include a description of how Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized. Ideally, basic nutrition and allergen information would be present in a digital form with the menu pricing.

G. Sustainability Plan

Provide your proposed Sustainability Plan for the entire Dining Services Program based upon the Sustainability Expectation outlined in Part II. Each element of the proposed plan must include a description of how Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized.

H. Capital Investment Plan (will also be incorporated into the Financial Proposal)

Provide your proposed capital investment plan for the Dining Services Program. The capital investment plan should cover the initial term of the contract only, and must include the following for each capital investment area/project:

- Narrative description of the proposed capital projects or Narrative description of the proposed trade dress, signage, display equipment and smallwares investments unrelated to a major capital project
- Implementation timeline from design through opening;
- Floor plans (mandatory) and rendering (desired) illustrating the implementation of proposed capital project;
- Temporary dining requirements and proposed solution, where applicable;
- Itemized estimate of total probable cost for the project;
- Proposed Contractor dollar investment.

I. Continuous Improvement Plan

Describe the Continuous Improvement Program you propose for the entire Dining Services Program, which at a minimum should include the following:

- a. Identification of key performance metrics and strategy for measurement and reporting.
- b. Strategies for monitoring customer satisfaction.
- c. Strategies for monitoring client satisfaction.
- d. Process for identifying improvement needs and remedying deficiencies.
- e. Strategy for ensuring innovation over the life of the contract.

J. Proposed Pre-Occupancy Transition Plan:

Provide a detailed pre-occupancy transition plan that describes your process for transition and start up should your company be selected for the contract. Provide a list of all tasks involved in the form of a critical path schedule and timeline. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

K. Monthly Reporting

Purchase College desires a “Monthly Client Report” forwarded to Purchase College within 15 days of the close of each month as outlined in the Sample Contract. A summary of the information to be provided:

- a. Monthly profit and loss statement for the dining program in aggregate, with supporting, individual profit and loss statements for each dining operation, catering and summer camps/conferences.
- b. Monthly commission report with revenue reported separately by retail location, catering and summer campus/conferences.
- c. Operating statistics for each dining location and in aggregate, including catering.

Provide a sample monthly report that would be provided.

L. Cost Saving Programs

If your proposal for any of the previous sections contains specific cost savings programs to be implemented at Purchase College, provide specific performance examples where these programs have been implemented at other accounts with measurable savings.

3. Management and Staffing Proposal (part of the 100 page limit of the Technical Proposal)

Management and Staffing Proposal may be submitted in the same document/binder as the Technical Proposal. Please provide the following information:

- A. A narrative and accompanying organizational chart describing the proposed management structure for Purchase College's account, from executive management and corporate support personnel, to the General Manager and on site management. All management, supervisory and support positions should be clearly identified (max 2 pages).
- B. Provide detailed resumes for your proposed (max 1 page each):
- On-site General Manager/Food Service Director
 - On-site Executive Chef
 - On-site Residential Dining Manager
 - On-site Retail Operations Manager
 - On-site Catering Manager/Director
 - On-site Marketing Manager/Director
 - District Manager
- C. Provide a minimum of three examples of past performance initiatives stating the measurable outcome for each initiative for each of the following proposed candidates (max 1 page each):
- On-Site General Manager/Food Service Director
 - On-site Executive Chef
 - On-site Residential Dining Manager
 - On-site Retail Operations Manager
 - On-site Catering Manager/Director
 - On-site Marketing Manager/Director
- D. If your firm is short-listed, be aware that some or all of these individuals may be asked to be present at a short-list interview. The personnel identified must be the same personnel that will service Purchase College. Switching of personnel is forbidden unless it is can be demonstrated that it is in the best interest of Purchase College.
- E. Provide your job description and minimum qualification requirements for each positions listed in 3C above (max 1 page each).
- F. Provide the following (max 5 pages):
1. Proposed strategy for ongoing management and staff recruitment, training and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain.
 2. Discuss the wages, benefits, educational benefits and training programs available to management employees and hourly employees in comparison to industry norms.
 3. Provide a brief description of the practices/methods in place for evaluating both management and staff and discuss your proposed incentive reward programs available for both managers and staff.
 4. Discuss your policy (policies) regarding the hiring of existing dining service managers and staff employees.
- G. Provide your proposed staffing guide for each dining location, including management, full-time and part-time employees. You must use and follow the form provided in Attachment 3 – Staffing Workbook. *(The print outs of the Staffing Guide do not count towards the 100 page submittal limit)*
- H. Using the form provided in in Attachment 4 – Employee Benefits Worksheet, provide the requested information on your proposed management and staff benefits programs.

- I. Provide a brief description of staff uniforms and employee identification to be provided by your company by food service location. Photographs are preferred (max 2 pages).

4. Financial Proposal

Financial Proposal must be submitted as a document/binder that is separate from the Technical Proposal. Purchase College is providing the space, furnishings, most utilities and most food service equipment for its Dining Services Program. Purchase College expects the Contractor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are perceived by Purchase College as being high in quality and providing good value.

You must complete Attachment 2 – Financial Workbook, failure to do so may disqualify you from selection. Information submitted on Attachment 2 will be used when discrepancies arise.

A. Financial Structure & Narrative

Structure your financial proposal in any manner you feel is to Purchase College's best advantage, in accordance with the following guidelines.

1. Residential Dining – Daily Rates

- a. For each meal plan type, provide a sliding scale of daily rates based on the number of meal plan participants that includes payment of the unamortized debt service, \$670,000 (excluding SuperFlex and Dining Dollars).
- b. For each meal plan type, provide a sliding scale of daily rates based on the number of meal plan participants that DOES NOT include payment of the unamortized debt service (excluding SuperFlex and Dining Dollars).

2. Retail Dining, Catering and Summer Camps/Conferences

Profit and Loss Basis: Contractor collects all revenues, is responsible to pay all operating expenses, keeps all profits and is responsible for all operating losses.

a. Purchase College will provide at no charge to the Contractor:

- Space
- Electric
- Gas
- Water/Sewer
- Internet Access
- Recycle Removal (Contractor required to sort recyclable items into correct bins)
- Compost Removal
- Trash Removal
- Grease Trap Cleaning
- Capital Equipment Repair
- Capital Equipment Preventative Maintenance
- Pest Control

b. Contractor must provide the following:

- Used Oil Removal
- Landline Phone Line – Service paid to Purchase College
- Cellular Phones/Contract
- Dining Services Vehicle(s)
- Dining Services Vehicle Insurance

3. Commissions

Commissions offered to the Purchase College Association for Retail Sales (commissions to include SuperFlex and Dining Dollars) including retail dining, catering, and summer campus/conferences. Minimum Guaranteed Commissions are required.

4. Capital Investment Plan (to be amortized over the base term of the contract)

Provide a summary of proposed capital investment plan, as described in the Technical Proposal for the Dining Services Program. The summary should include the name of the venue receiving the investment along with the total capital investment dollars. The capital investment plan should cover the initial term of the contract.

5. Program Improvement Fund

Funding offered to Purchase College Association for improvements to the Dining Services Program for fiscal years that do not have identified capital investments (from #4 above). Program Improvement Fund dollars to be payable to Purchase College Association by July 15 of the designated fiscal year. Program Improvement Fund dollars to be used at the sole discretion of the Purchase College Association.

6. Annual Technology Fee

No Annual Technology Fee is in place at the time of this RFP. Winning bidder will be used for phone use by the College. Purchase College Association would like to make bidders aware that an annual technology fee may become mandated by Purchase College, during the length of this contract.

B. Pro Forma Projections

Using the Excel workbook format provided in Attachment 2 – Financial Workbook, provide Pro Forma projections of revenue and expense for each year of the initial contract term, with all pricing escalated annually for inflation (3.0%). When developing your projections, you must follow these guidelines:

1. Retail Dining, Catering and Summer Camps/Conferences:

- a. Indirect Costs must be separately identified from Direct Costs and Management Fees, with each type of Direct Cost, Indirect Cost and Management Fee listed as a separate line item (see format).
- b. Provide a detailed schedule of any one-time transition or startup costs identified for Year One (see format).

5. Sample Contract

State your willingness to sign Purchase College's Sample Contract, which will be distributed at the pre-bid meeting. Itemize and clearly state any proposed changes to the terms and conditions stated using Attachment 5– Sample Contract Exceptions. During contract negotiations, only language listed on Attachment 5 – Sample Contract Exceptions will be considered for modification.

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, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State Purchase College health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State Purchase College campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State Purchase College campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State Purchase College agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State Purchase College until it has been approved by the 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, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 in 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.

7. 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.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State Purchase College of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Contractor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the State Purchase College of New York 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 the State Purchase College of New York 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 the Statewide Financial System by the Contractor Management Unit within the Bureau of State Expenditures, 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 Bid 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: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newycontracts.com/FrontEnd/ContractorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid Bid 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 Contractors, 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.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities

Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

28. 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.

29. (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 a 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 for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime 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 (51%) 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 (\$3,500,000), 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 New York Division of Minority & Women Business Development ("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) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and

during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) 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.

(h) 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.

(i) 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.

(j) 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 DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) 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

3. 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.

4. 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.

5. 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 MWBE 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.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107). Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
- iii. insert 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 NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. name of any MWBE which is not acceptable for the purpose of

complying with the MWBE participation goals;

iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and

iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or
- iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by

the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. Quarterly MWBE Contractor Compliance Report.

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 7557-114) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

9. 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 _____ percent (____%) for Certified Minority-Owned Business Enterprises and _____ percent (____%) for Certified Women-Owned Business Enterprises.

10. 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.

Failure to comply with all of the requirements herein may result in a finding of non-

responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

Exhibit B

Existing Dining Program Information

See Excel File: ExhibitB_ExistingInformation.xls

Exhibit C

Sample Contract

To be provided at Pre-Bid Meeting

Exhibit D

Consultant Market Research Report

See File: ExhibitD1_MarketResearchReport_121514.pdf
See File: ExhibitD2_MarketResearchAppendix_121514.pdf

Exhibit E

Current Labor Union Contract

See File: ExhibitE_UnionContract.pdf

Exhibit F

Floor Plans of Dining Facilities

See files:

Bookstore.dwg

HUB.dwg

MainDining_Ground-03.dwg

MainDiningEntrance&Mezz-04.dwg

CCS-Terra ve Café Equipment.TIF

CCS-Terra ve Café Lower Level.TIF

Attachment 1

Required Submission Form

Bid Proposer Information

YOU ARE INVITED TO SUBMIT A BID TO FOR RFP – ASC-0615 BID PROPOSERS MUST SUBMIT THE FOLLOWING:

1. a) A completed Bid Proposer Information form (this page);
b) State Finance Law §§ 139-j and 139-k Form B;
c) State Finance Law §§ 139-j and 139-k and Form C;
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 BID, PURCHASE COLLEGE REQUESTS THE FOLLOWING:

1. Respond "No Bid 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. Does your firm agree that all presentations and materials will be free from racial, religious, or sexual bias?
YES: _____ NO: _____
2. Are you a New York State (NYS) resident business? YES: _____ NO: _____
3. Total number of people employed by firm: _____
4. Total number of people employed by firm in NYS: _____
5. Is your firm a NYS Minority-owned Business? YES: _____ NO: _____
NYS Certified? YES: _____ NO: _____
6. Is your firm a NYS Women-owned Business? YES: _____ NO: _____
NYS Certified? YES: _____ NO: _____
7. 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: _____
8. 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 TAX IDENTIFICATION NUMBER (TIN): _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

E-MAIL ADDRESS: _____

FIRM REPRESENTATIVE - NAME / TITLE (printed) _____

FIRM REPRESENTATIVE SIGNATURE _____ DATE _____

Attachment 2

Financial Workbook

See File: Attachment2_FinancialWorkbook_030315.xls

Attachment 3

Staffing Workbook

See File: Attachment3_StaffingWorkbook_030315.xls