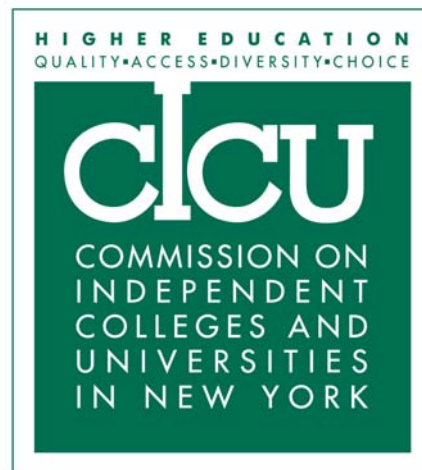


**STATE UNIVERSITY OF NEW YORK
AND THE
COMMISSION ON INDEPENDENT COLLEGES
AND UNIVERSITIES**



**Internet Information Portal
Knowledge4NY.org
Request for Proposal
C-1947**

05/11/09

**STATE UNIVERSITY OF NEW YORK (SUNY)
SYSTEM ADMINISTRATION
AND
COMMISSION ON INDEPENDENT COLLEGES AND UNIVERSITIES (cIcu)

REQUEST FOR PROPOSALS (RFP)**

<u>Proposal Number</u> C-1947	<u>Dated</u> 05/11/09
<u>Description</u> Service to create internet information portal to connect business/industry with NYS higher education resources.	<u>Contract Period</u> Not more than three (3) years
<u>Due Dates and Times (ET)</u> Questions due by June 5, 2009, 2 pm Proposal Due Date: July 24, 2009, 2 pm	<u>Location of Service</u> SUNY System Administration, Commission on Independent Colleges and Universities, and up to 175 colleges and universities at multiple locations in New York State.

Designated Contact:

Ms. Laura Gross
State University of New York
Office of Business Affairs, S-107
State University Plaza
Albany, NY 12246
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I. DEFINITIONS

The following defined terms are incorporated in this Request for Proposal (RFP):

Purchaser(s) refers to SUNY and cIcu;

Proposer(s), Bidder(s), and/or Offeror(s) refers to those potential vendors who submit Proposals under this RFP.

Successful Offeror, Vendor, and/or Contractor refer to the individuals or entity ultimately awarded a contract to design, develop, and implement the requirements of this RFP.

Formal Acceptance means the date on which SUNY and cIcu certify the IIP has been fully implemented, tested and all hardware and software components are fully functioning, and any and all deliverables have been given to SUNY and cIcu, including training.

Inception refers to the period of time at which the Vendor begins work on the IIP.

II. INTRODUCTION

A. About the Purchasers

Proposals are being solicited for a project to develop a higher education Internet Information Portal (IIP) undertaken by the State University of New York (SUNY) and the Commission on Independent Colleges and Universities (cIcu) pursuant to a New York State Budget appropriation and a related agreement (memorandum of understanding) between SUNY and cIcu for this activity. Jointly, these two higher education organizations represent 175 academic institutions in New York State enrolling over 880,000 full-time and part-time students.

The State University of New York (SUNY) is the nation's largest and most comprehensive state university system. SUNY offers students a wide diversity of educational options including short-term vocational/technical courses, certificate, associate, and baccalaureate degree programs, graduate degrees and post-doctoral studies. SUNY enrolls 40 percent of all New York State high school graduates, and has a total enrollment of more than 438,000 (full-time and part-time) students, at 64 separate institutions.

The Commission on Independent Colleges and Universities (cIcu) is a statewide association representing the public policy interests of the chief executives of 111 independent (private, not-for-profit) campuses across New York State. cIcu's member colleges and universities collectively comprise the largest private sector of higher education in the world. They enroll over 464,000 students, including 296,000 New Yorkers, and award 55 percent of the baccalaureate degrees, 72 percent of the master's degrees, and 80 percent of the doctoral and first professional degrees earned in New York State. cIcu's mission is to develop consensus among a diverse membership and to advance higher education public policy.

Additional information about SUNY is located at www.suny.edu. Information about cIcu is available at www.cIcu.org. Information about the IIP can be found at www.knowledge4ny.org.

B. Objective

The Governor and the New York State Legislature are seeking to develop New York State's economic potential by investing in academic research facilities and talent, and, at the same time, policymakers and regional leaders have stated a desire to more directly connect businesses and higher education institutions to facilitate productive partnerships. Also, regional business groups and individuals have indicated that firms of all sizes want help with technical and non-technical assistance, and strategic planning; training, education, and consulting; and specific research expertise.

Recognizing the need for a tool to facilitate awareness about where experts and resources are located and how they can be approached and utilized, an Internet Information Portal (IIP) is to be developed and implemented under the terms of the contract awarded in response to this Request for Proposals (RFP).

Pursuant to a New York State Budget appropriation and related agreement (memorandum of understanding) with cIcu pursuant to that appropriation, the State University of New York (SUNY) System Administration releases this RFP to firms interested in designing, developing, coordinating, implementing and hosting the IIP to facilitate access by business and industry to resources in New York

State's higher education community. The IIP will provide individuals access to information about resources (faculty, equipment, students, programs) available at approximately 175 academic institutions in New York State.

From this RFP, one (1) contract will be awarded to a single, qualified, responsible Vendor (Successful Offeror) that offers a viable solution for the IIP (comprising design, development, coordination, implementation, and hosting the IIP, including, but not limited to server and equipment purchases or leases, software licenses, testing, and training). The contract awarded will include the work carried out in the timeframe preceding the Formal Acceptance of a functioning IIP by SUNY and cIcu.

It is likely that the Vendor will need to partner, or subcontract with, other vendors for services and/or products to provide a comprehensive solution. Those partnerships or subcontracts shall be consistent with this RFP and with any contract resulting from this RFP, and will be the responsibility of the Vendor.

C. Project Background

In January 2004, representatives from SUNY and cIcu testified before the New York State Senate's NextGen Task Force, which proposed an economic development and job creation plan focused on venture capital investments, technology transfer, tax reductions and other initiatives. Subsequent to this, the Legislature appropriated state funds to develop an IIP, which would serve to meet these goals.

The objective of the IIP is to provide individuals who have specific questions, interests, or needs with sophisticated search capabilities including access to faculty and staff expertise, research and business partnerships, consulting agreements, service learning projects, students, recent graduates, facilities, equipment and available technologies.

Once established, the IIP will provide a fast, relevant online resource to support efforts to mobilize, connect, and grow industry clusters, emerging businesses, and non-profit organizations. Ultimately, this online community will create social network connections that further strengthen higher education's role in economic development.

The expected Users of this IIP will include, but are not necessarily be limited to:

- Business, industry, and community-based and non-profit organizations seeking to partner with colleges and universities for workforce development, recruitment, training, research, service learning, or licensing opportunities;
- Campus-based faculty researchers and administrators; and
- Current students and recent graduates.

III. PERFORMANCE REQUIREMENTS

A. Functional Requirements

The Vendor must provide an Internet Information Portal (IIP) with a unified, intuitive, attractive visual design, that:

- portrays New York State as a vibrant hub of knowledge in a global economy;

- incorporates state-of-the-art technologies for video, audio, and other file transfers, and accommodates technical upgrades;
- incorporates a look and feel reflecting current standards for site internationalization;
- incorporates techniques and technologies which enable efficient updating and integration with advances in the art;
- complies with the requirements and specifications set forth in this RFP;
- is in compliance with relevant New York State technology policies; and
- adheres to the requirements and intent of the Americans with Disabilities Act and similarly satisfies all applicable state and federal requirements.

B. Scope of Work

The Vendor must deliver: the IIP; project management services; training services and support; and certain additional requirements, as listed below.

Proposers should assume that a total of 14 SUNY and cIcu campuses will act as Early Adopters. The Early Adopters will have designated campus trainers who will work with the Vendor from the projects Inception throughout to Formal Acceptance. The Vendor will have to work with Early Adopters and their campus trainers to identify information for collection, coordinate information collection and design mechanisms to use and upload information/data. Assume an initial training of 70 campus trainers. The Early Adopters will be geographically and typologically diverse, as well as represent a range of institutional missions.

SUNY and cIcu have access to groups of Users that can be surveyed during the design process. Examples of these groups include public relations, government affairs, financial aid, technology transfer officers, chief information officers, career directors, business associations, incubator associations, members of the New York State Forum, and information technology directors.

Proposers should understand that organizing, entering, and maintaining the IIP's content will be the job of the Early Adopters, SUNY and cIcu. Proposals should include easy-to-use mechanisms and processes to organize, enter, and maintain IIP content.

The Proposal must state how the vendor will work with Users to identify information for collection, coordinate information collection and what mechanisms the Vendor will design to use and upload information/data from User groups (individuals, campus, and multi-campus data sources). In no case, should a Proposal suggest an approach that would require participating campuses to hire additional staff or re-design their campus systems to accommodate/conform to the IIP.

All campuses will decide whether and to what extent to participate in the IIP, including deciding how to enter and manage their content for the IIP with respect to staffing and campus systems. To the extent that the overall solution minimizes campus effort, Proposals will be evaluated favorably.

SUNY and cIcu prefer the IIP solution be written using open source software and have no preference for the coded language.

The Vendor must deliver an IIP that can manage the optimal number of Users, which, as part of this RFP, is being defined as a minimum of 500 concurrent Users.

Once the contract is awarded, the Vendor will provide performance benchmarking information and then again as part of Formal Acceptance including estimates on the number of concurrent Users supported.

The Vendor will deliver an IIP with Single Sign-on, and to the extent possible, for the third party applications to which it provides access.

The Vendor shall warrant that the IIP will meet the specifications set forth in this RFP for a period of at least six months following Formal Acceptance.

The Vendor shall provide the IIP features designated in section G (Specific Requirements) and Proposals must provide a detailed general description of how the Vendor will address each subject area.

1. Property Rights

a. Hardware

- With respect to the design and architecture of the IIP, all equipment acquired for the IIP by SUNY, cIcu and/or the Vendor, shall remain the property of the State of New York.

b. Intellectual Property Rights

- With respect to content added to the IIP by cIcu's more than 100 member independent colleges and universities and SUNY's 64 State University campuses, all copyrights, trademarks, patents and licenses, and any other form of intellectual property rights, whether formal or informal, will be retained in accordance with the intellectual property policies in place at each respective SUNY or cIcu-member higher education institution.
- Subject to applicable New York State law, rights in, and ownership of, all software and other intellectual property relating to the structure and working of the IIP that may be created during the design, development, implementation, and maintenance of the IIP, including but not limited to brands, trademarks, copyrights, trade secrets, and patents, will be defined in negotiations among the Vendor (and, if applicable, its partners/affiliates), and SUNY and cIcu.

C. Response Requirements, Format, and Instructions

Note on Subcontractors – Proposers should not allow their inability to singly satisfy all aspects of this RFP prevent them from submitting a Proposal. A Proposal to perform this work may be submitted with a subcontractor that the Proposer must contract with and manage. If a Proposer chooses to work with a subcontractor, the Proposer must specify precisely what the subcontractor's role will be and provide the subcontractor's qualifications relative to this role, including a description of how Proposer and subcontractor have collaborated in the past and will collaborate on this project.

Each Proposal must include the items delineated in sections C.1 through C.8, and must meet the requirements of sections C.9 through C.11, below.

1. Qualifications

The following documents establishing Proposer's qualifications for performing the work described in this RFP:

- a. Verification of authority to conduct business in New York State;
- b. Evidence of prior experience in providing similar services; the firm and its relevant development experience, including any significant experience with the development of portals, asset registries, electronic gateways, and intranets/extranets, plus examples with live links or URLs, and availability to demonstrate its unique capability to produce this IIP;
- c. Evidence of previous development work done for academic, economic development, and/or non-profit customers;
- d. A minimum of five (5) references of firms/organizations for which similar services have been completed, including name, contact, description, and dates of service;
- e. Description of the team that will be assigned to this project. The Proposal must:
 - Identify key individuals who will be involved in the strategy and development of the solution; and
 - For each key individual, provide titles, primary areas of responsibility, and examples of projects completed.
- f. Number of contracts that are anticipated to be underway concurrently with the period of performance of the IIP contract with descriptions;
- g. Financial documentation: 1) Most recent audited financial statement; 2) Annual report or sufficient documentation for verification of financial stability; and 3) Certified financial statements for the last three years, as well as any interim statements issued since the date of the last annual audited financial statement. If the Bidder is a partnership composed of two or more corporations, the audited financial statements of each corporation must be submitted. If the Bidder is a subsidiary, the submitted financial statement must be for the subsidiary's past three (3) years - not that of the parent organization.
- h. Confirmation of agreement to commence services within 45 days following contract approval;
- i. Copy of Certificate of Incorporation or the Partnership Certificate on file in the state in which the firm is principally located, along with a letter from the relevant secretary of state's office stating the corporation is in good standing with the state in which it is principally located.
 - If the Proposal is a partnership composed of two or more corporations, then a copy of each partner's Certificate of Incorporation, along with a copy of the partnership papers, must be provided.
 - If the corporation headquarters are not located in New York State, the Vendor must provide a copy of its authority to do business in New York State pursuant to Section 1304 of the Business Corporation Law granted by the New York State Secretary of State.
 - If the Proposer is a partnership composed of non-corporate partners, it must provide a copy of its Certificate of Partnership.
 - A list of corporate officers or partners, including the firm's attorney, must be provided.
 - If the firm is publicly traded, the name of the exchange on which the company stock is traded, and the ticker symbol used.
- j. If a Proposer is affiliated with a parent or subsidiary firm that will perform a part of the contract, or if the Proposer plans to subcontract a major (defined as 30 percent or more of the work to be performed under the contract) portion of the contract, the following must be submitted:

- Narrative statement that identifies the parent or subsidiary organization or subcontractor, describes its relationship to the Proposer, and details the extent of the work to be performed by the parent, subsidiary or subcontractor;
 - A copy of such parent company's or subcontractor's Certificate of Incorporation or Partnership filing on file in the state in which it is principally located and a statement that the corporation is in good standing with that state.
 - Parent company's or subcontractor's list of corporate officers or partners, including the firm's attorney;
 - Parent company's or subcontractor's authority to do business in New York State pursuant to Section 1304 of the Business Corporation Law granted by the New York State Secretary of State;
 - Evidence of prior experience of the parent company or subcontractor in providing the services that each is intended to provide under this RFP;
 - Evidence that parent company- or subcontractor-employed individuals managing and performing the services are capable, trained and experienced. This includes personnel of subcontractor and/or partners of the Proposer; and
- k. Commitment to secure a performance bond or irrevocable letter of credit in an amount sufficient to cover losses suffered by SUNY or cIcu (but in no case less than the value of the resultant contract), due to actions of the Proposer.
- l. Indemnification as follows: the Successful Offeror shall hold harmless and indemnify the State of New York, the State University of New York, cIcu, and all the colleges and universities that participate in the IIP, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) this RFP, (b) the agreement, and (c) the acts, omissions liabilities or obligations of the Successful Offeror, any affiliate, or any person or entity engaged by the Successful Offeror as an expert, consultant, independent contractor, subcontractor, employee or agent.

2. Work Schedule

A detailed work schedule describing all tasks and milestones involved in completing the IIP from the perspective of the Proposer, SUNY, cIcu and the Early Adopter campuses. It will be assumed for purposes of the proposed schedule that the contract work will begin in January, 2010.

3. Approach

A detailed description of the methodology and approach taken to turn the RFP's requirements into the finished IIP.

4. Deliverables and Services

Detailed descriptions (including relevant prototypes, models, and examples) of the Proposer's (including team members') service offerings and capabilities in the following areas as they relate to the scope of work (see III.B. Scope of Work):

- Look/feel, navigation, usability, and design (appearance);
- IIP framework/services design and development;
- Hosting of the database and Web applications. Describe the hosting environment in detail regarding security; privacy protection including but not limited to users, data, other information,

and overall content; outreach to and interaction with the user community; bandwidth allocated; charges; data center location; and mirror site location;

- Software and hardware components and licensing. Planned architecture and costing for hardware, client software, middleware, database management, and server operating system required to implement the IIP. Specify any additional special software requirements (i.e., backup systems, performance and utilization analysis tools, search engines, etc.) for each variation and the cost associated with each element. Include licensing and/or acquisition processes for intellectual property and data rights;
- Hardware/software/operations documentation development;
- Training campus trainers from participating institutions in the utilization, management and administration of the IIP;
- Maintenance and updating of the hardware, software and content;
- Customer support, in the nature of maintenance of all-hours communication linkages with both technical and administrative personnel of SUNY and cIcu, aimed at assuring continuity of full operation and the recovery from system failures.

5. Cost

The cost proposal needed to complete the specified scope of work. All the components of section III.C.4. must be addressed. The proposed budget must cover the costs of system design and development, hardware/software, coordination, implementation, training, and hosting, during a mutually agreed upon pre-Formal Acceptance period of not more than three (3) years and will be evaluated according to the total cost.

The totals and rates quoted are those that will be charged throughout the term of the resulting contract.

The performance period will be that proposed and agreed to by SUNY and cIcu, not to exceed three (3) years.

The cost proposal must be in the format of the included matrix, and must include total costs, and breakout cost presentations as follows.

*Software and Hardware Components and Licensing**

- Total and annual cost of software, hardware, and intellectual property rights.
- Title to certain hardware, software, and intellectual property will vest in the State of New York pursuant to applicable law and the terms of this contract, including all exhibits and attachments.
- SUNY and cIcu reserve the right to purchase hardware and software, and any applicable licenses from the New York State contract(s), if pricing is a better value to SUNY and cIcu.

Portal and Project Management

- Total and annual cost of *hosting* of the system on a dedicated server prior to Formal Acceptance.
- Total and annual cost of system *documentation* development with unlimited license for SUNY/cIcu's reproduction and modification of the documentation; and,
- Total and annual cost of customer support for SUNY and cIcu; and
- Total and annual cost of contracted maintenance and updates to the system.

Training

- Total and annual cost of training campus trainers in *utilization* of the system; and
- Total and annual cost of training campus trainers in technical *management and administration* of the system.

Assume an initial training of 70 campus trainers.

Enter the proposed cost elements in the following cost proposal worksheet:

COST PROPOSAL WORKSHEET

COST PROPOSAL

This cost proposal worksheet must be completed and returned with your proposal. Failure to return a completed cost proposal worksheet will result in immediate Disqualification.

A complete cost proposal must include costs for all hardware, software and associated licensing, project management, hosting, system documentation, maintenance and updates, training and training documentation, and all additional costs such as supplies, communications, travel for training, and all additional travel.

Please write or type "Not Applicable" in the appropriate sections when necessary.

Add additional lines as necessary.

1. SOFTWARE AND HARDWARE COMPONENTS AND LICENSING

A. Software and Software Licensing

List and describe all proposed software and associated licensing.

Description	Unit Cost	Cost
Total Software and Licensing Cost		\$

B. Hardware

Provide an itemized listing of all components to be purchased for this project.

Item Description	Item Number	Quantity	Cost per Unit	Total Cost
Total Hardware Cost				\$

2. PORTAL AND PROJECT MANAGEMENT

A. Project Management

Labor Title	Hourly Rate	Number of Hours	Total Cost by Title
Total Labor Cost			\$

B. Hosting during Pre-Acceptance Period

	Year 1	Year 2	Year 3	Total Cost
Annual Hosting Fees				

C. System Documentation

	Year 1	Year 2	Year 3	Total Cost
System Documentation Costs				

D. Maintenance and Updates

	Year 1	Year 2	Year 3	Total Cost
Maintenance and Updates Cost				

3. TRAINING including Documentation – Calculate the total cost of training by multiplying the cost per campus trainer by the number of campus trainers.

	Cost/Campus Trainer		Total Cost
Utilization Training Costs		x 70	
Management and Administration Training Costs		x 70	
Total Training Costs			

4. TRAVEL EXPENSES*

	Year 1	Year 2	Year 3	Total Cost
Travel related to Training				
Travel related to Project Management				
Other Travel				
Total Travel Expenses				

*Travel expenses will be paid up to the NYS Maximum Allowable rates not to exceed the total cost stated above.

5. OTHER ADDITIONAL COSTS – Please itemize any and all additional costs

Description – These will become not-to-exceed costs in the contract.	Total Cost
Supplies	
Communications	
Incidentals	
Total Other Additional Costs	
TOTAL COST	\$ _____

The rates quoted above may not be exceeded throughout the term of the resulting contract.

6. Billing Schedule

A plan for the submission of invoices/requests for payment which is consonant with the Proposal's standard schedules and procedures, including timetables, formats and procedures, terms and modalities (e.g., wire transfer), and performance milestones and other criteria.

Progress payments can be proposed. Payment of invoices shall be made upon receipt and approval by SUNY. Interest for any unpaid balance will accrue pursuant to Section 179g of New York State Finance Law.

Ten (10) per centum of the total project cost shall be withheld by SUNY until Formal Acceptance of the IIP.

The Vendor must comply with all New York State requirements, set forth in law and regulation, as well as those included in the RFP. The proposed billing plan will be subject to final negotiation, and must be approved by the Attorney General and the State Comptroller.

7. Cover Letter

The cover letter must state that the Proposer has full knowledge and acceptance of this Request for Proposals, including all exhibits and appendices. The letter must be completed in the name of the Proposer, corporate or otherwise, and must be signed by an authorized person.

8. Completed and signed copies of the following forms must be returned as part of your Proposal:

- Page 33: Identification Sheet
- Exhibit B: Procurement Lobbying Act Procedure
- Exhibit C: ST-220-CA Contractor Certification
- Exhibit D: State Consultant Reporting Form A

9. Questions About This RFP

Any questions about this Request for Proposals must be directed no later than Friday, June 5, 2009, to:

Ms. Laura Gross
State University of New York
Office of Business Affairs, S-107
State University Plaza
Albany, NY 12246
Phone: 518-443-5341
Fax: 518-443-5513
E-mail: procurements@suny.edu

To provide consistent information, and to distribute answers to all questions from potential Vendors, SUNY and cIcu have established a Web site (www.knowledge4ny.org). The formal response to all questions received by Friday, June 5, 2009 will be posted to the Web site no later than Friday, July 3, 2009. In no case will the origin of a question be identified.

Additionally, a wide range of information about cIcu and its member campuses, SUNY and its campuses and about other matters of relevance to the procurement will be posted at www.knowledge4ny.org, or accessible via links.

10. Response Submission Instructions and Deadline

Proposers are invited to submit more than one Proposal, in which alternate approaches to meeting the needs of SUNY and cIcu are offered. Additional Proposals must be submitted as stated below and must be sealed in separate packages and clearly identified as Alternate 1, Alternate 2, etc.

When submitting a Proposal, Proposers must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and if necessary, attach separate documents and/or explanation.
3. **Sign the Proposal(s).** By signing Proposers indicate full knowledge and acceptance of this Request for Proposal ("RFP") including Exhibits A and A-1. The Proposal must be completed in the name of the Proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. **Submit ten complete Proposals, one of which must have original signatures, eight hard copies, and one (1) softcopy (in .pdf file/cd) of the entire Proposal and all supporting documents.** Proposals should be sealed and submitted as specified. Proposals are to be addressed to:

Laura Gross, Assistant Contract Manager
State University of New York
Office of Business Affairs, Room S-107
State University Plaza
Albany, NY 12246

5. All hardcopy and softcopy Proposals and, if applicable, alternate Proposals must be received in the Office of Business Affairs by no later than July 24, 2009, 2 PM (Eastern Time). Proposers mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the time specified. Delivery may be via US Postal Service, major delivery services (e.g., Federal Express, UPS, or DHL), or other hand delivery modes.
6. Telephone and facsimile submission will not be accepted.

11. Mandatory Contract Clauses

The successful Contractor must agree to the following:

- a. All of the clauses in Exhibits A and A-1
- b. SUNY and cIcu shall have the right to terminate the contract awarded early for: (i) unavailability of funds; (ii) cause; (iii) convenience; (iv) in the event such termination is deemed in the best interest of the State; (v) in the event the State Finance Law sections 139-j and 139-k certifications are found to be intentionally false or intentionally incomplete; or (vi) if applicable, the Department of Taxation and Finance Contractor Certification form, ST 220 - CA, statements are found to be intentionally false or intentionally incomplete.
- c. Contractor shall comply with the provisions 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.
- d. For certain contracts in excess of \$15,000, State Finance Law Section (163) (4) (g) imposes reporting requirements on consulting contractors doing business with the State. If applicable, the Contractor agrees to file an annual employment information report, including work performed by subcontractors. Such reports are due by May fifteenth of each year, and must be provided to the contracting agency (the State University of New York), the Office of the State Comptroller, and the Department of Civil Service. The required annual report form B and instructions are available online at: <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>

D. Evaluation of Responses

To be considered responsive and responsible, a Proposer must submit a complete Proposal that satisfies and addresses all requirements stated in this RFP by the due date and time. A Proposal that fails to conform to minimum mandatory requirements will be considered non-responsive and will be disqualified. In addition, each Proposer's financial status and vendor responsibility will be thoroughly researched. Adverse findings from this research may lead to Proposal disqualification.

An evaluation committee selected jointly by SUNY and cIcu will review and evaluate all eligible Proposals received by the due date and time. The evaluation criteria to be used are as follows:

Evaluation Criteria

Technical

- Responsiveness of the Proposal in meeting the required scope of services, i.e.:
 - Software and Hardware Components and Licensing
 - IIP/Project Management
 - Hosting
 - Documentation
 - Customer Support

- Training
 - Utilization
 - Management/Administration
- Proposer's ability to provide required services, including but not limited to:
 - Experience and capability of management and staff assigned to project;
 - Staff availability throughout the project;
 - Resources sufficient to ensure appropriate completion and follow-through of project;
 - Past experience and performance; and
 - Acceptability and completeness of proposed work plan/schedule.

Cost

- Total cost to design, develop, coordinate, implement, host, provide user assistance, and maintain the IIP prior to Formal Acceptance by SUNY and cIcu for a period of up to three (3) years.

Cost criteria will be weighted less than Technical criteria.

Evaluation Methodology

Step I: All Proposals received will be reviewed to determine if they meet minimum mandatory requirements. These mandatory requirements are enumerated in Part One, Section III. Clarifications may be requested if deemed necessary. Proposals that do not meet minimum requirements will be disqualified.

Step II: All responsive qualified Proposals remaining after the mandatory requirement review will be initially evaluated and scored by an evaluation committee based on the pre-established technical evaluation criteria and cost. The evaluation committee will score each Proposal individually. Both the technical and cost scores will be tallied and listed highest score to lowest score. Proposers will be invited to a demonstration if their total potential aggregate score (technical + cost + demonstration) is greater than the proposer with the highest (technical + cost) score. All others will be eliminated.

Step III: Proposers will be required by SUNY and cIcu to give a comprehensive product/process demonstration in Albany, NY, which will be evaluated and scored. The required components of the demonstration will be provided to all Proposers.

Selection: The Proposer with the highest final composite score will be selected as the awardee, although no award may be made at all.

SUNY and cIcu reserve the right to 1) object to and/or disqualify a Proposal/Vendor/subcontractor, if it is in the State of New York's best interest, or such Proposal/Vendor/subcontractor has unresolved responsibility issues, and 2) cancel this procurement, in part or in its entirety, if it is in the best interest of SUNY and/or cIcu to do so. This solicitation does not bind SUNY or cIcu to award a contract, pay any costs incurred in the preparation of Proposals submitted, or contract for the services.

E. Schedule

The following schedule outlines the anticipated procurement process. With the exception of the Proposal submission deadline, it is offered for planning purposes, and shall not be deemed to be a binding timetable.

<i>Events</i>	<i>Projected Dates</i>
1. Issue date for RFP	May 11, 2009
2. Deadline for potential vendors to submit questions; all questions and answers will be posted to www.knowledge4ny.org once they are available	June 5, 2009
3. Projected deadline for last of proposal questions to be answered	July 3, 2009
4. Proposal submission deadline	July 24, 2009, 2 PM
5. Proposers called	September 4, 2009
6. Demonstration period	September 2009
7. Selection of awardee	October 2009
8. Anticipated contract commencement	January, 2010

For a Proposal to be considered, it must be received by the SUNY Office of Business Affairs no later than the date and time listed in C.10. Proposals received after the due date and time will not be considered, and will be returned to the sender. Proposers should contact SUNY to verify receipt of its Proposal(s). Call (518) 443-5341 between 9:00 AM and 5:00 PM (Eastern Time) to verify receipt by the Office of Business Affairs.

F. Term of Contract

The initial contract term shall be up to, but not exceeding three (3) years and is anticipated to commence in January of 2010, subject to approval of the Office of the State Comptroller.

G. Specific Requirements

This section contains the specific requirements of the Internet Information Portal. For each of these requirements, Proposers must meet all of the requirements of appendices A through F. The Proposers must warrant the Internet Information Portal features they will design for SUNY and cIcu will meet the specific requirements and must provide a detailed general description of how their Proposal addresses each subject area.

<i>Appendix A</i>	<i>Project Management</i>
<i>Appendix B</i>	<i>Required Modes of Accessing and Uploading Information</i>
<i>Appendix C</i>	<i>Data Elements and Features</i>
<i>Appendix D</i>	<i>General Administrative Features and Functions</i>
<i>Appendix E</i>	<i>User Groups</i>
<i>Appendix F</i>	<i>Training Efforts</i>

Appendix A —Project Management

- SUNY and cIcu will jointly assign a single lead project manager as well as individual project managers to coordinate efforts in and between their respective sectors of higher education. The president of each participating campus will designate campus trainers as points of contact to work on the project.
- Proposers must assign a project manager who has ready and direct access to any and all management as may or will be necessary to act as a single point of contact for SUNY and cIcu from project commencement through Formal Acceptance. SUNY and cIcu may request, a change in the project manager at any time during the term of the agreement and any designation of a new project manager will be mutually agreed upon by SUNY and cIcu.
 - Given the complexity and scope of the project, SUNY and cIcu will value “face time” with the project manager. The Proposer shall describe the nature of the service the project manager will provide. For example, will the project manager be based in New York State, and where, how often, and with what parameters will the project manager communicate with SUNY and cIcu.
- The Proposer shall provide a comprehensive project management oversight plan including:
 - A reporting process, including, but not limited to, weekly, monthly, and final coordination, status, and compliance reports. Also required are periodic informational and status reports suitable for updating the User community and the general public;
 - Project Management oversight detailing the Proposer’s approach to the initiating, planning, executing, and closing of the project, e.g., delivery milestones, project management structure, communications, risk management, and project-management software used;
 - Cost Management presenting the Proposer’s plan for controlling transactions, recordkeeping and reporting activities, and identity of the software to be used;
 - Quality Assurance/Quality Control comprising a pattern of actions by the Proposer necessary to provide adequate confidence that delivered structures, systems, and components conform to technical requirements and perform satisfactorily in service;
 - Configuration Management which adequately tracks the form and nature of all IIP elements, and controls, records, and accommodates modifications, changes, and evolving interrelationships;
 - Testing and Evaluation including hardware, software, and process test objectives, basic testing strategy, documentation, and review; and
 - Maintenance and Operation relating to all components of the IIP, delineating approaches to servicing, repair, correction, and upgrading.

Appendix B — Required Modes of Accessing and Uploading Information

All Users must be able to access the IIP via a Web interface developed to interact with all system capabilities to work under browsers on the Microsoft and Apple systems. The Vendor must provide an integrated and unified information delivery interface. This shall also include a common way to compare data elements. Proposals must include sample screenshots of the interface used by users.

It is understood that if the portal requires the installation of a third party component, there will be no fees on the part of SUNY, cIcu, and/or the user.

“Drill-down” navigation tools based on institutions, geographic regions, industry clusters, and other to-be-determined emergent categories shall be included in the IIP. The Users should be able to view listings of high-level categories of the above information (with ability to re-sort) and be able to drill-down through subcategories to find information. Categories applicable to each type of data should be proposed.

Advanced capabilities with filters for multiple categories and sub-categories to enable advanced searching. Users should be able to specify the information categories to be used in the search and their priority for returning and displaying results. Examples of categories to be included in the advanced search are: faculty/researcher experts by area of expertise, grants, patents, etc.; institution; region; industry cluster; languages/culture; free word searching directing users to relevant topic homepages.

The Vendor must be prepared to work successfully with SUNY and cIcu to tailor search algorithms that take into account keyword, phrase, metatag, simple and complex natural language, and other relevant criteria.

The Proposer must provide crawlers to search online databases, websites, and subpages. The IIP must index these crawled sites so they may be searched.

Incorporated search mechanisms must include:

- Compensating for case differences, spelling errors, and word variation differences (e.g., singular vs. plural);
- Visually indicating items that are new or modified, based on a date range (e.g., created in last 7 days, etc...);
- Encouraging user-customized sorts according to age of the link, geographic region, type of institution, and/or other criteria; and/or

The IIP must include a system/approach to collect information from multiple sources, including state agencies (e.g., NY Higher Education Services Corporation, NY State Department of Labor, NY State Education Department), foundations (e.g., New York State Foundation for Science, Technology and Innovation), and other entities, including but not limited to the Dormitory Authority of the State of New York, State of New York Empire State Development, and the Business Council. The data will come from individual resources, campus-level data systems, multi-campus data systems. The process must be Internet-accessible and platform-independent.

cIcu and SUNY and Early Adopters will push individual, campus-level, and multi-campus data system information out to and/or enter data directly into the databases. The Vendor will provide standard interfaces (open format, XML, etc.) to accept data: (1) input directly by individuals; (2) uploaded via file

feeds from campuses; and (3) via uploaded lists of campus-defined data. The Vendor must establish and define these standard interfaces and usage scripts. Data will be uploaded via file feeds from ERP systems (defined as Banner, Jenzabar, and Datatel), and the Vendor will need to identify the relevant data elements, fields, etc. involved for each particular ERP system and supply the necessary SQL scripts or other query programming to extract the required data.

Appendix C — Data Elements and Features

The Vendor must provide an IIP with a voluntary and secure registration process.

The voluntary registration process will provide Users with a personalized/customized experience; cookies to assess repeat visitors and offer some personalization. Personalization includes but is not limited to the look and arrangement of the interface screen.

Through a secure interface the IIP must allow Users to register and create profiles that include various data elements. Users must be able to upload profile information as well as files. Institutions must be able to create and upload collections of campus User profiles.

An example of faculty member profile includes:

Last name	Professional memberships
First name	Reviewing activities
Position/title	Patents/software
E-mail	Honors/awards
Address, City, State, Zip (+4)	Publications
Discipline	Clinical trials
Telephone (10-digit)	Editorial boards
Fax (10-digit)	Service learning projects
Educational history/specialization/taxonomy	Ph.D. committee service/mentorship
Previous positions/ employment history	Date of last update
Research expertise	Date of entry
Research funding	Web site
Degree(s) including alma mater and discipline	C.V. Upload
Languages spoken	Degree
Consulting assignments	

Information on research centers by area of expertise, institution, region, and industry cluster, etc., with the ability to include links to the centers.

Information on degree, certificate, and training programs by institution, region, industry cluster (with links to home pages for each program).

Inventory of major equipment/labs available to the public (including firms) for use with ability to sort by institution, region, industry cluster, etc. (with available times to share, description of process, gain access, charges, time, etc., with the ability to include links to each lab and/or equipment source).

Information on facilities available to the public (including firms) for use with ability to sort by institution, region, industry cluster, etc.

- Type of facility;
- Hours of operation;
- Square feet;
- Contact name;
- Rental pricing; and
- Links to such facilities.

Information on R&D/technology available for licensing/prototypes with an ability to sort by institution, region, industry cluster, etc., with appropriate links.

Information on existing partnerships and collaborations identifiable by institution, region, and industry cluster, etc., with applicable links.

A database of opportunities to which Users of the IIP may upload information. This would include the opportunity type and a description of the opportunity. These opportunities will be posted to the IIP and available as RSS feeds to interested parties. The IIP should match the opportunities to registered Users and at the Users option send e-mail notifications.

Integration with existing Internet-based career development services of the client institutions. Internships, service-learning placements, co-ops, and other non-permanent opportunities shall be included.

A tutorial on use of the site.

Directory of contact information for business/industry liaisons at each campus, searchable by institution, by region, and by industry cluster.

Feedback form to assess User satisfaction and to provide assistance in problem resolution. An online poll and survey function will be included.

Map of institutional locations with links to principal and other relevant Web sites.

Site tour/site map.

Electronic library containing relevant news articles, published papers, presentations and the like.

Highlights section to accommodate stories about successful collaborations/press center/media contacts on campuses.

Syndication of third-party information sources.

Online polling and survey tools, linked to a process of alerts, reminders, and news, and enabling the collection and retention of responses in a form suitable for future personalized communications.

Online calendar of research conferences, seminars, and industry events, with links to registration information, and searchable by discipline, institution, region, and industry cluster.

The IIP will collect information from multiple state agency sources. Below is a sample listing of the data elements that may come from those sources. This list is not exhaustive.

State Education Department: College characteristics, admission information, degrees conferred, employees, enrollment, programs, career pathways, and graduation rates

New York State Department of Labor: Labor Market Analysis of regions in New York State, contact information for commissioner's liaisons in regions, workforce development funding, industry data, and career zone and job zone websites.

New York State Foundation for Science, Technology and Innovation (NYSTAR): The NYSTAR CV Database, research, development and outreach center information, information on Centers for Advanced Technology, and Centers of Excellence.

Empire State Development (ESD): Information about ESD regional offices, funding opportunities, new business start-up assistance, and site selection for businesses.

New York State Business Council: Information about chambers and their membership.

SUNY Research Foundation: Tech transfer and patents.

New York State Energy Research and Development Authority: Funding opportunities for new and emerging industries.

New York State Comptroller: Business assistance division and venture capital program information.

Appendix D — General Administrative Features and Functions

The Vendor must provide/include an IIP with a standard, user-friendly, password-protected Web interface and content management tools to enable colleges and universities to upload and maintain profile information.

The system must export user-specified data in a wide range of industry-standard file formats to be approved by SUNY and CIcu. Examples are: .doc; .xls; .pdf; .jpg; .ppt; .tiff and .mp3.

The system must provide a Web-based interface to the database supporting performance of those tasks required to ensure ongoing optimal performance of the system, security of data, and management of user accounts. In other words, security of: content; database management systems; and financial transactions.

A process to allow individuals at the participating institutions to update their own profiles.

An audit log that documents who makes changes, what those changes are, and when they were made.

Integrated site statistic software to assess usage patterns, in terms of a number of parameters, such as number of visits, geographic locus of visitors, and other pertinent information.

A means of identifying and notifying Users of “active” and “stagnant” content. The IIP shall include analysis tools to identify content utilization.

The ability for the addition of keywords, URLs and categories including, but not limited to business services, workforce recruitment, hospital, clinical services, and community health. An example may be found at the “Search New York” project <http://www.biz2edu.com>.

Privacy protection including but not limited to User data and other information, and overall content consistent with all relevant State and Federal requirements.

Processes to facilitate the work of campus trainers, for example “task lists” delineating their scheduling and training requirements.

Systems to control the quality of submissions and to validate information—centralized campus access for validation/monitoring of data—campus system administrator/CEO-designated liaison (name, phone, e-mail, username; designate administrators by star or color-coding).

The Proposer shall propose a system that will have a minimum uptime of 99.99% over a yearly period (not including maintenance pre-approved by SUNY and CICU) and shall include escalation procedures and timeframes, and agreed responsibilities.

Appendix E — User Groups

The Vendor must provide an IIP that accommodates multiple User groups consisting of back-end and front-end Users from across the higher education sectors, business, and other parts of the community. For purposes of this RFP these groups have been organized into four tiers as follows:

Back-end Users:

- Tier 1 – Sector-wide administration by SUNY and cIcu with control over their respective sector information.
- Tier 2 – Campus administrators, including the campus trainers.
- Tier 3 – Faculty and staff employees.

Front-end users:

- Tier 4 – End User audiences such as business managers, not-for-profit managers, economic development personnel, policymakers and advisors, students, and journalists.

Adding and administering Users:

- The system shall accommodate contact information such as name, company/institution, job title, phone, e-mail, and address.
- Tier 1 Users must be able to create and administer Tier 1, 2, 3, and 4 Users.
- Tier 2 Users shall be able to create and administer Tier 2 and 3 Users for their respective campuses.

Secure access must be provided for Tier 1, Tier 2, Tier 3, and Tier 4 (registered users).

The Proposer must propose an authentication method that encompasses open security standards using certificates allowing for the use of LDAP. The platform is not required to integrate with the various campus security policies and approaches.

Secure access shall include but is not limited to a SSL password-protected Web interface.

Campus trainers - The system shall have the ability to designate campus trainers to function as key contacts at each campus.

Appendix F – Training Efforts

The Contractor must develop and produce introductory, explanatory instructional brochures, presentations (.ppt), and related Web site material for SUNY and cIcu's project managers to use in describing the IIP to the colleges and universities that will be generating content, as well as to the User community and the general public. This should provide a summary of basic skill and resource requirements, and an understanding of the nature and significance of the IIP

The Contractor must develop and produce comprehensive training materials in print and Web-based formats (including an administrator's handbook) for campus personnel involved in providing content for the IIP. These materials must include core operating skills.

The Contractor must develop and implement multiple strategies and tactics (such as one-on-one campus meetings, Webinars, and regional seminars) to train campus trainers in the use and maintenance of the system, including advanced operating skills.

PART TWO: GENERAL INFORMATION AND INSTRUCTIONS

A. 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, SUNY 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 Offeror regarding compliance with the State's Affirmative Action policy. Accordingly, an Offeror's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

B. Proposal Confidentiality

All Proposals submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offeror believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offeror shall submit with its Proposal a separate letter addressed to: *Jennifer LoTurco, Records Access Officer, State University of New York, State University Plaza, Albany, New York 12246*, 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 Offeror to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offeror 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 Offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential is not advisable since a Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

C. Minority and Women-owned Business Enterprises

It is the policy of New York State and the State University to provide for the meaningful participation of minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs) in all contracts associated with this RFP, and to provide equal employment opportunities (EEO) for minorities and females in the work force of all State and Federally assisted and/or funded project and/or contracts. This policy requires the State University to implement an affirmative action program and to develop project specific MBE/WBE and EEO program goals in the performance of any work. MBEs and WBEs will be afforded a full opportunity to submit qualifications in response to this RFP and will be discriminated against on the basis of race, color, sex or national origin. The

goals for this RFP are 3% Minority Business Enterprise (MBE), 3% Women's Business Enterprise (WBE), 10% Minority and 10% Women for work force participation (EEO).

D. Requirements of New York State's Recycling Program

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

E. 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:

Empire State Development
Division for Small Business
One Commerce Plaza
Albany, NY 12210
Phone: 1-800-782-8369

F. 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 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 by omissions of contractor's agents, officers, employees or subcontractors.

G. Determination of Vendor 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 Offeror." Section 163 (9) f of the SFL requires that prior to making an award of a contract, each contracting agency shall make a determination of responsibility of the proposed Contractor.

In accordance with these procurement laws, the University will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Vendors are required to file the required Vendor Responsibility Questionnaire online via the New

York State Vendor 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 www.osc.state.ny.us/vendrep 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. Vendor's opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact SUNY System Administration for a copy of the paper form.

H. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amends State Finance Law §§ 8 and 163 requiring that Contractors annually report certain employment information to the contracting agency, the Department of Civil Service (DCS) and Office of the State Comptroller (OSC). As a result of these changes in law, State Contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the Contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State Contractor.

I. Proposer Debriefing

Upon notification of the selection and award of a contract, unsuccessful Proposers are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Request for Proposal.

J. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement with the Successful Proposer: (1) This RFP; (2) the Successful Offeror's Proposal; (3) Exhibit A, Standard Contract Clauses; and (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this RFP; and (4) the Successful Offeror's Proposal.
3. 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.
4. 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.
5. The relationship of the Successful Offeror to SUNY and cIcu shall be that of independent prime contractor.

6. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
7. Proposed prices must reflect all discounts including educational discounts.
8. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of **180 days** after the deadline for Proposal submission and will continue thereafter until the Successful Offeror notifies SUNY and cIcu otherwise, in writing. Such deadline may be further extended by mutual agreement.
9. In the event Successful Offeror uses partners, subcontracts or subcontractors, the Successful Offeror 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 Offeror will be the prime Contractor.
10. SUNY and cIcu will not be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP.
11. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
12. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Proposer without the prior written approval of SUNY and cIcu.
13. All materials developed or produced in developing this project/site/the higher education-business gateway/portal/project name with funding provided by SUNY and cIcu become the property of the State of New York, except that proprietary information shall be excluded from this provision.
14. The Successful Offeror(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 Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. Indemnification - The Successful Offeror shall hold harmless and indemnify SUNY, cIcu and all the colleges and universities that participate in IIP, and New York State, 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 Offeror, any affiliate, or any person or entity engaged by the Successful Offeror as an expert, consultant, independent contractor, subcontractor, employee or agent.
16. Liability – The Successful Offeror will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors, including any partners and/or subcontractors. Nothing in the resulting agreement or the performance thereof by the Successful Offeror will impose any liability or duty whatsoever on SUNY, cIcu and all colleges and universities that participate in IIP, including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

17. Liability Insurance – Prior to the commencement of work, the Successful Offeror 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 and licensed to do business in the State of New York with a rating of at least "A-" as published with Standard & Poor's, a combined liability insurance policy with limits no less than One Million Dollars (\$1,000,000) per individual for bodily injury and no less than Three Million Dollars (\$3,000,000) for property damage. If, during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer licensed to sell liability insurance in and to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK and the COMMISSION ON INDEPENDENT COLLEGES AND UNIVERSITIES/cIcu as additional insureds (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate the State University of New York and the Commission on Independent Colleges and Universities as the loss payees and shall contain a provision that the State University of New York and the Commission on Independent Colleges and Universities shall receive at least thirty (30) day's notice prior to material change, cancellation or expiration of any such policy. The certificates of such insurance should be delivered to: SUNY System Administration, Office of Business Affairs, State University Plaza, Albany, NY 12246; and, cIcu, 17 Elk Street, PO Box 7289, Albany, New York 12224 with the signed agreement.
18. Workers Compensation Insurance & Disability Benefits Coverage - All employees in the hire of the Successful Offeror shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Demised Premises. Such policies shall name the STATE UNIVERSITY OF NEW YORK and the COMMISSION ON INDEPENDENT COLLEGES AND UNIVERSITIES/cIcu as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Offeror shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to: SUNY System Administration, Office of Business Affairs, State University Plaza, Albany, NY 12246; and, cIcu, 17 Elk Street, PO Box 7289, Albany, New York 12224 when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.
19. Source Code Escrow for Licensed Product – If source code or source code escrow is offered by either the Vendor or any product manufacturer or developer that may, under this RFP supply such product or products to SUNY and cIcu, but that pursuant to other arrangements that it may have in the normal course of its business also supplies such product to any other commercial customers, the Vendor will either: (i) provide SUNY and cIcu with the source code for said product or products; or (ii) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to SUNY and cIcu, and who will be directed to release the deposited source code to SUNY and cIcu in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the product manufacturer/developer has named SUNY and cIcu as authorized users, and SUNY and cIcu, as named beneficiaries of an established escrow arrangement with its designated escrow agent who will be named and identified to SUNY and cIcu, and who will be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any

corrections or enhancements to such source code, will be updated for each new release of the product in the same manner as provided above and such updating of escrow will be certified to SUNY and cIcu in writing. The Vendor will identify the escrow agent upon Inception and will certify annually that the escrow remains in effect in compliance with the terms of this Section. SUNY and cIcu may release the source code to licensees when such licensed product or obtained services will be used in accordance with the IIP, and such licensees may use such copy(ies) of the source code to maintain said product or products.

20. The Vendor shall implement a system of accounting policies and procedures, including appropriate recordkeeping and deliver monthly fiscal reports to SUNY and cIcu, along with special reports as requested. All such accounting records and practices shall be subject to Federal and State laws and regulations. All statements and reports shall include accounts in conformance with generally accepted accounting principles consistently applied for other similar commercial organizations.

K. SUNY and cIcu reserve the right to:

1. Reject any and all Proposals received in response to this RFP.
2. Terminate any resulting contract in the event it is found that (1) the certification filed by the Contractor in accordance with State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete; or (2) if applicable, the Department of Taxation and Finance Contractor Certification form, ST 220 - CA, statements are found to be false or incomplete. Upon such finding, SUNY and/or cIcu may exercise their termination rights by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and to contact any or all references.
5. Waive requirements or amend this RFP upon notification to all Proposers. Mandatory requirements may be eliminated if unmet by all Proposers.
6. Adjust or correct cost or cost figures with the concurrence of the Proposer if mathematical or typographical errors exist.
7. Negotiate with Proposers responding to this RFP within the requirements necessary to serve the best interests of SUNY and cIcu.
8. Begin contract negotiations with another Proposer in order to serve the best interests of SUNY and cIcu, should SUNY and cIcu be unsuccessful in negotiating a contract with the Successful Offeror within an acceptable time frame.
9. 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.

10. Request clarifications from Proposers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Proposers determined to be susceptible to being selected for contract award, prior to award.
11. Advise Proposer of an objectionable employee(s).
12. Waive minor irregularities.

YOU ARE INVITED TO SUBMIT A BID PROPOSAL TO THE STATE UNIVERSITY OF NEW YORK AND THE COMMISSION ON INDEPENDENT COLLEGES AND UNIVERSITIES/cIcu FOR RFP #C-1947 BIDDERS MUST SUBMIT THE FOLLOWING:

1. A completed Page 33, and Exhibits B, C, and D.
2. Information as requested in Part I: Specifications.
3. Your firm's Equal Employment Opportunity Policy Statement, which conforms to provisions of Exhibit A-1.

IF YOU ARE NOT SUBMITTING A BID PROPOSAL, SUNY/cIcu 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 2.

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

1. Is the price quoted the same as or lower than that quoted other corporations, institutions or governmental agencies for similar services and/or like equipment or supplies? YES NO

If no, explain. _____

2. Does your firm agree that all presentations and materials will be free from racial, religious, or sexual bias? YES NO

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

4. Total number of people employed by firm: _____

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

6. Is your firm a NYS Minority-owned Business? YES NO

NYS Certified? YES NO

7. Is your firm a NYS Women-owned Business? YES NO

NYS Certified? YES NO

8. Please indicate if you or any officer of your organization, or any party owning or controlling more than ten (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.

FIRM'S NAME: _____

ADDRESS: _____

EMPLOYER'S FEDERAL ID NUMBER: _____

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

E-MAIL ADDRESS: _____

BIDDER'S NAME / TITLE: _____

BIDDER'S SIGNATURE: _____ **DATE:** _____

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 with the assignment of its right to receive payment subject to Article 5-A of the State Finance Law, the vendors(s) selected to perform the services herein will be prohibited from assigning, transferring, conveying or disposing its rights, title or interest in the contract to be awarded without the prior written consent of SUNY. Provided however that 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 the contract if the vendor verifies to SUNY that the assignment, transfer, conveyance, sublease or other disposition is due to but not necessarily limited to, a reorganization, merger or consolidation of its business or enterprise. SUNY retain 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 by the vendor. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and 8 NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if this contract exceeds \$250,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor and Chief Financial Officer, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of

Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, 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: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

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 agency, 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 well as the agency or agencies 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. The State 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 State 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, the State's right to discovery in any pending or future litigation.

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

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State 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 agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law, 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:

(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 the request of the contracting agency, 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 therein; 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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, the contracting agency 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 Governor's Office 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.

23. 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.

24. (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

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

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §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 Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the 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.

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

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.

(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Development, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts in an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use sub-contractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the 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. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

I. DEFINITIONS. The following terms shall be defined in accordance with Section 312 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean (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. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

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

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

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 owned by one or more minority group members; (b) an enterprise in which such minority ownership interest 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; and (d) an enterprise authorized to do business in this State and independently owned and operated.

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 BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. 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 State University):

1. As a pre-condition for the award of any State Contract, contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms with the following provisions:

(a) 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.

(b) At the request of State University, contractor shall request each employment agency, labor union, or authorized repre-

sentative 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 contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of 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.

(d) Contractor will include the provisions of "a", "b" and "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

4. 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.

5. If contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, State University may reject contractor's bid, unless contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and

providing such reports to State University. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract: construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide State University reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by State University.

8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. State 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 prime contractor.

9. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the State University shall determine whether contractor has made conscientious and active 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 efforts, including names and addresses of firms contacted, and the reasons why any such firm was not selected to participate on the project.

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

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

(d) Whether prime 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) and Job Development Authority (JDA) 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 prime

contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

10. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION. (i) State University shall include relevant work force availability data, which is provided by the N.Y.S. Department of Economic Development the Division of Minority and Women's Business Development, 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 \$100,000.00 whereby State 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 three-percent (3%) for Certified Minority-Owned Business Enterprises and three-percent (3%) for Certified Women-Owned Business Enterprises.

11. ENFORCEMENT. State University will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit State 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 State University determines that a contractor or subcontractor may not be in compliance with these provisions, State 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 State University is unable to resolve the issue of noncompliance, State University may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

EXHIBIT B
PROCUREMENT LOBBYING ACT PROCEDURE

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

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

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

The University's Procedures are available at: http://www.suny.info/policies/groups/public/documents/policies/pub_suny_pp_039630.htm

Please complete the following:

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

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

CERTIFICATION:

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

Firms Name and Address:

FEIN #:

Telephone Number: (____)____-____

Fax Number: (____)____-____

Email Address:

Bidder's Name and Title:

Bidder's Signature:

Date:

**New York State Department of Taxation and Finance
Contractor Certification ST-220-CA**

The ST-220-CA form file is available at the following web address:

http://www.nystax.gov/pdf/2006/st/st220ca_606.pdf

http://www.nystax.gov/pdf/2006/illin/st/st220ca_606_fill_in.pdf

**CONTRACTOR DISCLOSURE LEGISLATION
FORM A AND B INSTRUCTIONS**

In accordance with Chapter 10 of the Laws of 2006, State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees.

Form A is the State Consultant Services Contractor's Planned Employment From Contract State Date Through the End of the Contract Term. This form is intended to capture planned employment information from the date the contract commences through the expiration date. Form A must include information for all employees who will provide service under the contract whether employed by the contractor or a subcontractor. This form must be returned to SUNY System Administration and cIcu.

In addition Form B, the State Consultant Services Contractor's Annual Employment Report, must be submitted annually beginning May 15, 2007, and no later than May 15th of each succeeding year.

For those contracts existing prior to June 19, 2006, the law requires that contractors submit Form B annually, commencing with the close of fiscal year 2006-2007. This form must be submitted by May 15, 2007, and each May 15 thereafter during the term of the contract.

Form A and B should be completed for contracts for consulting services in accordance with the following:

Part I: Contract Information must be completed as specified.

Part II: Scope of Contract must be completed as follows:

1. Scope of Contract (Form B only): Choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
2. Employment Category: List the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

3. Number of Employees: List the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
4. Number of hours (to be) worked: List the total number of hours worked during the Report Period by the employees in the employment category.
5. Amount Payable under the Contract: List the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

The preparer must sign and date the form at the bottom of the form.

A copy of Form B must be sent to SUNY System Administration, cIcu and each of the following:

By mail or fax:

NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11 th Floor
Albany, NY 12236
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

With a copy to:

NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

Information regarding this legislation may be found at: <http://www.osc.state.ny.us/agencies/gbull/g-226.htm>

OSC Use Only: Reporting Code: Category Code: Date Contract Approved:
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FORM A

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

State Agency Name: Contractor Name: Contract Start Date: / /	Agency Code: Contract Number: Contract End Date: / /
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Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

OSC Use Only: Reporting Code: Category Code:

State Consultant Services Contractor's Annual Employment Report Report Period: April 1, to March 31,
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Contracting State Agency Name: _____ Agency Code: _____ Contract Number: _____ Contract Term: / / to / / Contractor Name: _____ Contractor Address: _____ Description of Services Being Provided: _____

Scope of Contract (Choose one that best fits): Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: _____ Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared: / /
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