



## REQUEST FOR PROPOSALS

### Employee Assistance Program

ISSUE DATE: November 22, 2019

**PROPOSAL SUBMISSION DUE DATE AND TIME:**

**December 17, 2019 at 2:00 pm Eastern Standard Time**

**Designated Contact:**

Michelle Cooper

Deputy Director

230 West 41<sup>st</sup> Street, 5<sup>th</sup> Floor

New York, NY 10036

Michelle.Cooper@cuny.edu

## **ATTACHMENTS EXPLAINING SECTIONS OF RFP:**

Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term

Attachment 2: Volume I Proposer Qualifications and Requirements; and Diversity Participation Goals

Attachment 3: Project Objectives and Scope; Detailed Specifications and Deliverables; and Certain Contract Specifics

Attachment 4: Volume II Technical and Management Proposal Requirements

Attachment 5: Proposal Scoring Criteria and Weights

Attachment 6: Volume III Proposal Price Breakdown Pages

## **APPENDICES TO RFP**

Appendix 1: Terms and Conditions of Contract

- APPENDIX A Standard Clauses for New York State Contracts
- APPENDIX B Information Security [If applicable]

Appendix 2: Service Level Agreement [If applicable]

## **FORMS REQUIRED TO BE SUBMITTED WITH PROPOSAL:**

Form 1: Proposer Information and Authorized Signature; Acceptance of Contract Terms; Proposer Certifications; Confidential Information; Signed RFP Addenda; and References  
[Required: Yes ☒ No ☐

Form 2: Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) [Required: Yes ☒ No ☐

Form 3: Offerer's Disclosure of Prior Non-Responsibility Determinations and Certification of Compliance with State Finance Law §139-j and §139-k [Required: Yes ☒ No ☐

Form 4: Diversity Practices Questionnaire [Required: Yes ☒ No ☐

Form 5: Supplier Diversity (MWBE/SDVOB) Utilization Plan and/or Supplier Diversity (MWBE/SDVOB) – Request for Waiver Form [only for procurements with MWBE participation goals] [Required: Yes ☐ No ☒ Also see **Supplier Diversity Rider** attached

Form 6: RFP Checklist [Required: Yes ☒ No ☐

## **FORMS TO BE SUBMITTED BY PRESUMPTIVE AWARDEE UPON REQUEST OF CUNY (PRE-CONTRACT)**

The presumptive awardee selected as a result of this solicitation shall be required to complete, sign and submit the following forms and certifications, as further described in Section 2.3.5 through 2.3.12 of this RFP, as a condition to award of the Contract:

Form 7: Executive Law Article 15-A – Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement [**Required: Yes\_\_ No\_\_**]

Form 8: Evidence in form and substance satisfactory to the University, that Contractor maintains worker's compensation coverage and disability insurance coverage as required by the New York State Workers' Compensation Law, or is exempt from said requirement [**Required: Yes\_\_ No\_\_**]

Form 9: New York State Vendor Responsibility Questionnaire (NYS VendRep) [**Required: Yes\_\_ No\_\_**]

Form 10: New York City Vendor Qualification Questionnaire (NYC PASSport) [**Required: Yes\_\_ No\_\_**]

Form 11: New York City Principal Questionnaire (NYC PASSport) [**Required: Yes\_\_ No\_\_**]

**FORMS TO BE SUBMITTED BY CONTRACTOR UPON REQUEST OF CUNY  
(AFTER CONTRACT AWARD AND/OR DURING CONTRACT TERM)**

Form 12: CUNY Substitute W-9 Form [**Required: Yes\_\_ No\_\_**]

Form 13: Workforce Utilization Report [**Required: Yes\_\_ No\_\_**]

Form 14: Supplier Diversity (MWBE/SDVOB) Quarterly Contractor Compliance & Payment Report [**Required: Yes\_\_ No\_\_**]

Form 15: State Consultant Services – Contractor's Planned Employment [Consultant Disclosure Form A] [**Required: Yes\_\_ No\_\_**]

Form 16: State Consultant Services Contractor's Annual Employment Report [Consultant Disclosure Form B] [**Required: Yes\_\_ No\_\_**]

Form 17: Tax Law §5-a, Form ST-220-CA– Contractor Certification to be filed with CUNY [**Required: Yes\_\_ No\_\_**]

Form 18: Tax Law §5-a, Form ST-220-TD – Contractor Certification (**file with NYS Tax Department**) [**Required: Yes\_\_ No\_\_**]

Form 19: Certified Weekly Payment Form [for building services and public works contracts only] [**Required: Yes\_\_ No\_\_**]

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## **1. Introduction**

### **1.1 Overview**

The City University of New York (“CUNY” or “University”) is releasing this Request for Proposals (“RFP”) to solicit proposals from qualified persons, partnerships, firms, corporations or other authorized entities (“Proposers” or “you”) to acquire the goods and/or services (in either case, the “Services”) for the project (“Project”) described in **Attachment 3: Project Objectives and Scope; Detailed Specifications and Deliverables; and Diversity Participation Goals**. This solicitation sets forth the terms, conditions, and all applicable information required for submitting a proposal (“Proposal”). In order to submit a Proposal that is responsive, Proposers should pay strict attention to **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term** and follow the format and instructions contained in this document including all attachments.

CUNY anticipates making one award based on Best Value (as defined by New York State Finance Law, Article 11, §163) as a result of this solicitation and anticipates issuing a single contract (“Contract”) to a single Proposer selected according to the process described herein (“Contractor”).

This RFP is being conducted in compliance with all requirements of applicable New York State laws, including New York State Finance Laws §139-j and §139-k, all required internal and external oversight approvals, University regulations, and any federal or local laws whether or not referenced in this RFP.

### **1.2 No Unauthorized Contact**

In compliance with the New York State Procurement Lobbying Law, all questions and/or requests for clarification concerning this solicitation must be submitted via email to the individual(s) identified as the Designated Contact(s) on **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term**. Proposers are reminded that from the date this RFP is issued until a Contract is awarded (or a decision not to pursue a Contract award is made), NO contact is permitted regarding this solicitation with any CUNY staff except with the Designated Contacts. Any unauthorized contact by a Proposer may result in the rejection of its Proposal, and multiple violations of procurement lobbying restrictions regarding permissible contacts may lead to a Proposer’s being debarred from participating in future New York State procurements.

### **1.3 Contract Term**

The term of the Contract will be as stated on **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term**.

### **1.4 Key Events and Dates**

The Table in **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term** sets forth the tentative schedule for important actions. If CUNY finds it necessary to change any of these dates, CUNY will notify Proposers by issuing an addendum or addenda (“Addendum” or “Addenda”) to this RFP.

## 1.5 Important Notices to Proposers

- a. Your receipt of this RFP does not indicate that CUNY has pre-determined that you are qualified to receive a Contract award. CUNY will make such determination only after it evaluates the Proposals in the context of the requirements and specifications contained in this RFP, including satisfying the Minimum Proposer Qualifications, Vendor Responsibility and any other requirements.
- b. CUNY will undertake an initial administrative review of all Proposals received to determine if they are complete and if the Proposers have met the Minimum Proposer Qualifications described in Section 2.1 below and **Attachment 2, Part I**. To be complete, a Proposal must include all required information, forms, signatures and notarizations. CUNY will refer all complete Proposals that meet the Minimum Proposer Qualifications for further evaluation.
- c. **Issuance of this RFP does not commit CUNY to award a Contract** for Services and does not constitute an offer to contract; **nor does acceptance or evaluation of any Proposals commit CUNY to award a Contract** for Services or constitute an offer to contract.
- d. CUNY shall have no obligation or liability to the Proposer selected (if any) as a result of this solicitation unless and until a Contract satisfactory to the University is signed by the Proposer and CUNY, CUNY has received all required internal and external oversight approvals including, if applicable, approval by the NY State Office of the State Comptroller or any pertinent pre-audit review period, and CUNY has issued a Notice to Proceed to Contractor.

## 1.6 Assumption of Risk on Proposer

Proposers shall be conclusively presumed to have full knowledge of any and all conditions affecting in any way the performance of the Services that were or should have been discovered by a reasonably prudent proposer. It is each Proposer's responsibility to familiarize itself with relevant facilities at the University, and Proposer assumes full responsibility to provide Services that meet the Contract requirements, for the Proposal Price (as set forth in **Volume III: Price Proposal**).

## 1.7 No Claim for Costs or Damages

Under no circumstances shall CUNY be liable for any costs incurred by Proposers: in preparation and/or production of a Proposal; for attending site visits; for preparing or participating in an Oral Presentation/Product Demonstration; for the negotiation of a Contract; or for any Services performed prior to Contractor's receipt of a fully executed Contract approved by all required government authorities and Notice to Proceed from CUNY. By submitting a Proposal, the Proposer promises not to make any claim against CUNY for, and acknowledges that it does not have any right to, damages because of any misinterpretation or misunderstanding of the RFP requirements or specifications, or because of any misinformation or lack of information.

## 1.8 Additional Considerations

CUNY's Office of Workforce Development strives to operate as a front door to industry and employers seeking to engage the City's largest source of local, driven, talented workers: students from CUNY's 25 campuses. The Workforce Development team collaborates with employers to better understand their labor and skill needs, and then

connects them with a pool of young professionals equipped with the right knowledge and technical training to be able to excel from day one.

CUNY welcomes the opportunity to work with Proposer to create talent pipelines through skill-building workshops, internships, and recruitment programs.

If Proposer is interested in learning more about CUNY's workforce development programs and opportunities, please contact Cheryl Baldwin at [cheryl.baldwin@cuny.edu](mailto:cheryl.baldwin@cuny.edu). Additional information is available at <https://www.cuny.edu/about/administration/offices/workforce/>.

## **2. Proposer Qualifications and Requirements**

### **2.1 Minimum Proposer Qualifications**

In order to be considered for Contract award, a Proposer must meet the mandatory Minimum Proposer Qualifications (including Technical Requirements, if any) set forth in **Attachment 2, Part I**. If a Proposer is unable to meet these Minimum Proposer Qualifications, its Proposal will be rejected as non-responsive. In addition, the Contract will require that Contractor ensure that any subcontractor or supplier (in either case, a "Subcontractor") used to perform any portion of the Services meets the Minimum Proposer Qualifications to the extent required by **Attachment 2**.

### **2.2 Non-Mandatory Proposer Qualifications**

If CUNY has identified additional qualifications that would be desirable in a Proposer but are not mandatory, these qualifications are set forth in **Attachment 2, Part II**.

### **2.3 Requirements**

Sections 2.3.1 through 2.3.4 below describe certain Required Forms (**Forms 1-6**) that must be submitted with Proposals.<sup>1</sup>

#### **2.3.1 Proposer Information and Certifications; Acceptance of Contract Terms; Acknowledgment of RFP Addenda; and References.**

As part of their responses to this RFP, Proposers must submit **Form 1**, which calls for certain basic information about the Proposer, several certifications, and unqualified acceptance of **Contract Terms and Conditions**, including that:

- a.** Minimum Proposer Qualifications Met. A statement certifying that the Proposer (and any Subcontractors, if applicable) meets all the Minimum Proposer Qualifications (including Technical Requirements if any), including Exhibit 1 to Form 1.
- b.** No Conflicts of Interest. A statement affirming that neither Proposer nor any individual assigned to provide the Services to CUNY have any conflicts of interest with CUNY or its Colleges, or any of their respective governing bodies, committees or employees. If Proposer cannot provide such a statement because of a conflict of interest, it must state the nature of the conflict and describe the provisions that will be made to address the conflict.

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<sup>1</sup> If Proposer needs technical assistance with its RFP, it can contact a CUNY Tech Center for assistance. Please note that this assistance is solely for technical purposes and that CUNY Tech Centers are third-party, independent resources. *Per Section 1.2, all communications regarding this RFP must be with a Designated Contact (See Section 1.2).*

- c. No Collusion. Non-collusive bidding verification required by New York State Finance Law §139-D or a statement detailing the reasons why such verification cannot be made.
- d. Contract Terms and Conditions.
  - (i) Proposers must confirm acceptance of **Appendix 1: Terms and Conditions of Contract** without exception, as amended by any Addenda issued to this RFP that may have incorporated changes to address concerns or exceptions that potential proposers raised, as provided herein and in Section 4.1 below. If a Proposer seeks to take any exceptions to **Appendix 1**, then the Proposer must submit Proposer's exceptions to RFP ("Proposer's Exceptions to RFP") by the date established for "Submission of Written Questions" set forth in **Attachment 1**. CUNY will consider all exceptions submitted by that date/time and send an Addendum that lists all subsequent changes that CUNY agrees to make. **CUNY will not consider or negotiate any exceptions unless they are submitted by the Questions Due Date in Attachment 1.**
  - (ii) CUNY reserves the right to modify, supplement or replace the **Terms and Conditions of Contract**, reject any or all exceptions submitted by any Proposer, and to require full acceptance of **Appendix 1**, as amended by any Addenda issued to this RFP.
  - (iii) As a New York State instrumentality, all CUNY contracts are subject to the terms and conditions set forth in **APPENDIX A: Standard Clauses for New York State Contracts**, which may not be modified in any way.
- e. Period of Validity. A statement certifying that the Proposal, including the technical/management and price components, will remain valid for at least two hundred seventy (270) calendar days.

### **2.3.2 Business Integrity; Procurement Lobbying Act Forms.**

Proposers must include as part of their responses to this RFP, completed Procurement Lobbying Act Forms. See **Forms 2 and 3**. CUNY will use Proposers' responses in these Forms in evaluating vendor responsibility and determining whether Proposers possess the requisite business integrity to justify the confidence of CUNY. The Contractor must adhere, throughout the duration of the Project (defined in Section 1.1, above), to the highest standards of business conduct and professional responsibility when fulfilling its obligations under the Contract and as required under §139 (j), §139 (k) and §163(9)(f) of the New York State Finance Law.

### **2.3.3 Diversity Practices; Diversity Practices Questionnaire.**

If CUNY has determined, pursuant to New York State Executive Law Article 15-A, that assessment of the diversity practices of Proposers is practical, feasible, and appropriate, then Proposers must include a completed Diversity Practices Questionnaire as part of their responses to an RFP meeting such threshold. See **Form 4**, which is required to be submitted if included with and required by this RFP. Visit [cuny.edu/diversitypractices](http://cuny.edu/diversitypractices) for additional information.



#### **2.3.4 MWBE/SDVOB Practices; Diversity Participation Goals; Supplier Diversity Utilization Plan.**

- a. CUNY has established the participation goal set forth on **Attachment 2** to this RFP (based on the current availability of MWBEs) in the aggregate for New York State certified Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”, and, together with MBE, “MWBEs”) and the participation goal set forth on **Attachment 2** to this RFP (based on the current availability of qualified SDVOBs) for New York State certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), to be part of the proposed team to provide the Services as subcontractor(s) or suppliers (the “Subcontractor(s)”). The Contractor shall be required to use good faith efforts to meet these participation goals. Additional MWBE, SDVOB and Equal Employment Opportunity requirements applicable to this RFP and to the Contract are described in Sections 2.3.5 and 2.3.6 below and attached hereto as part of **Attachment 5**.
- b. Proposers may identify potential MWBE Subcontractor(s) by, among other means, consulting the directory of NYS-certified MWBEs at <https://ny.newnycontracts.com/>.
- c. Proposers may identify potential SDVOB Subcontractor(s) by, among other means, consulting the list of NYS-certified SDVOBs at <https://www.ogs.ny.gov/Veterans/>.
- d. As part of a Proposer’s response to this solicitation, a **Supplier Diversity – MWBE/SDVOB Utilization Plan** and/or a **Request for Waiver** form that is accompanied by supporting documentation must be submitted in order for the proposal to be considered responsive. See **Form 5**.

Sections 2.3.5 through Sections 2.3.12 describe additional Requirements for this solicitation. **Forms 7-19** (and any other documentation that CUNY may require) must be completed, signed and submitted within ten (10) days of CUNY’s request therefor. Failure to timely provide any such documentation in form and substance acceptable to CUNY shall be grounds for rejection of a Proposer’s Proposal.

#### **2.3.5 MWBE; SDVOB Additional Requirements.**

- a. Contractor will be required to submit a completed a **Quarterly Contractor Compliance & Payment Report** accompanied by proof of payment to MWBE/SDVOB Subcontractor(s), in such format as shall be required by CUNY, on a quarterly basis during the term of the Contract. Sample Supplier Diversity forms and reports may be found at [ww1.cuny.edu/sites/selltocuny/](http://ww1.cuny.edu/sites/selltocuny/).
- b. Within 10 days of CUNY’s request, but in any case prior to Contract award, Contractor shall submit its **Minority- and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement**.

#### **2.3.6 Workforce Employment Utilization Reporting Requirements.**

- a. Contractor shall submit a **Workforce Utilization Report** (“Workforce Report”) and shall require each of its Subcontractors to submit a separate Workforce Report, in such format as shall be required by CUNY on a quarterly basis during the term of the Contract. Separate forms shall be completed by

Contractor and any Subcontractor.

- b. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or Subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to actual workforce used on the Contract. When the workforce to be used on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- c. Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and also shall follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- d. Pursuant to Executive Order 162 of 2017, Contractors and Subcontractors also will be required to report the gross wages paid to each of their employees for the work performed by the employees under the Contract.
- e. Visit: <http://www1.cuny.edu/sites/selltocuny/doing-business-with-cuny/advisory-workforce-utilization-report/> for additional information and instructions on how to complete the Workforce Report.

### **2.3.7 Consultant Employment Disclosure Forms.**

Pursuant to New York State Finance Law §163(4)(g), all contractors, including Subcontractors, that provide consulting services pursuant to a contract with CUNY shall be required to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services. Proposers may refer to Chapter XI.18.C (Consultant Disclosure Legislation) of the New York State Guide to Financial Operations, available at <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/18/C.htm%3FTocPath%3DXI.%2520Procurement%2520and%2520Contract%2520Management%7C18.%2520Miscellaneous%2520Legislative%2520Requirements%7C3> on the State Comptroller's Web site to become familiar with Consultant Employment Disclosure requirements. Any vendor awarded a Contract as a result of this solicitation shall be required to complete the **"State Consultant Services-Contractor's Planned Employment"** form required by CUNY and

submit it when the Contract is signed. For each Contract year thereafter, the Contractor shall complete the **“State Consultant Services Contractor’s Annual Employment Report”** form required by CUNY and submit copies to the Office of the State Comptroller and CUNY on or before May 15th of each year the Contract is in effect.

#### **2.3.8 Certified Weekly Payroll.**

Under New York State Labor Law, contractors and subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements (fringe benefits) to all workers under a public works contract covered by Article 8 of the Labor Law or under a building services contract covered by Article 9 thereof. Prevailing wage is the pay rate set by law for work on public works projects or building services contracts. This applies to all laborers, workers and mechanics employed under a public works contract and to all Contractor’s employees working under a building services contract. If this solicitation will result in a public works contract covered by Article 8 of New York State’s Labor Law, Contractor will be required to submit to CUNY a weekly payroll report and provide certain certifications as a condition to payment.

#### **2.3.9 Workers’ Compensation and Disability Insurance.**

After Contractor receives Notice of Award and before commencing work, Contractor will be required to submit to CUNY proof of adequate workers’ compensation and disability insurance required by New York State law.

#### **2.3.10 Procedure to Follow if Proposer Plans to Staff Project with Former CUNY Employee(s).**

It is the Proposer’s responsibility to comply with the Public Officers Law by ensuring that it proposes staff that is eligible to work on the Project. Before a vendor proposes a “former CUNY employee”, CUNY must obtain an opinion from the New York State Joint Commission on Public Ethics that approves their participation in the Project. Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the vendor’s designation for the Project. A copy of the JCOPE opinion must be on file in the Contractor’s office and available for review by CUNY if requested. An individual constitutes a “former CUNY employee” for purposes of this provision if either (i) it is two years or less between the date that the individual is proposed and the individual’s date of separation from the State or (ii) the individual proposed has worked on the Project while employed by CUNY regardless of how long ago they left CUNY.

#### **2.3.11 Vendor Responsibility Information.**

In accordance with New York State Finance Law §163, contract award, if at all, will be made on the “basis of best value to a responsive and responsible offerer”. The prospective awardee of contracts valued at \$100,000 or more will be required to provide vendor responsibility information to CUNY before negotiation of a contract.

- a. CUNY recommends that vendors file the required **Vendor Responsibility Questionnaire** online via the New York State VendRep System. To enroll in and use the New York State VendRep System, go to <https://www.osc.state.ny.us/vendrep/enroll.htm>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, go to <https://www.osc.state.ny.us/portal/contactbuss.htm>.  
Vendors opting to complete a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact CUNY or the Office of the State Comptroller's Help Desk.
- b. CUNY reserves the right to require a hard copy of vendor responsibility forms (as may be provided by CUNY) from Proposers for solicitations valued in excess of \$100,000, and any such forms shall be submitted within 10 days of CUNY's request.

### 2.3.12 Tax Law Certifications.

Proposers are hereby notified that pursuant to Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of \$100,000 for the sale of goods or services must complete and submit **(Contractor Certifications) Form ST-220-TD to the State and Form ST-220-CA to the University**. Proposers can view these forms by visiting the following Web sites:

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

## 3. Scope of Work

### 3.1 CUNY Overview

The City University of New York is the nation's largest urban public university. Founded in New York City in 1847 as the Free Academy, CUNY currently comprises 25 institutions: 11 senior colleges, 7 community colleges, the William E. Macaulay Honors College at CUNY, CUNY Graduate Center, the Craig Newmark Graduate School of Journalism at CUNY, the CUNY School of Law, the CUNY Graduate School of Professional Studies, the CUNY Graduate School of Public Health and Health Policy and the CUNY School of Labor and Urban Studies. The University serves more than 275,000 degree-credit students and 275,000 adult, continuing and professional education students. College Now, the University's academic enrichment program for more than 20,000 high school students, is offered at CUNY campuses and more than 400 high schools throughout the five boroughs of the City of New York.

### 3.2 Project Objectives and Score; Detailed Specifications Attachment 3 describes:

- a. CUNY's overall Objectives and underlying reasons for undertaking this solicitation,
- b. The Services required to meet CUNY's needs,
- c. The technical specifications and deliverables, and
- d. The performance standards that will be used to assess the Contractor's compliance with the Contract's requirements.

## **4. RFP Questions and Clarifications; Responses in Addendum (Addenda) to RFP**

### **4.1 RFP Questions and Clarifications**

Please submit all questions and/or requests for clarification concerning this solicitation and Proposer's Exceptions to RFP in writing via email to the Designated Contact(s) by the Due Date and Time for Submitting Written Questions, all as set forth on **Attachment 1** as early as possible following receipt of this RFP. Questions received after the deadline may not be answered. Each question must cite the particular page, section, and paragraph number, where applicable, to which it applies. If Proposers submit these e-mails to CUNY early in the process, and CUNY determines any items to be valid, then CUNY has the opportunity (though no obligation) to address them in an Addendum to this RFP. The purpose of this procedure is so that all Proposers will propose based on the same set of terms and conditions.

### **4.2 Issuance of Addendum (Addenda) to RFP**

All clarifications, corrections, interpretations, additions, amendments, and answers to all questions of a substantive nature, together with copies of the questions, will be distributed in writing by the University as an Addendum or Addenda to the RFP sent by email to each entity recorded as having requested or been sent a copy of the RFP and uploaded to the New York State Contract Reporter Website at <https://www.nyscr.ny.gov>. Each Addendum shall become a part of the RFP and be binding on all Proposers. Proposers must sign each Addendum and submit it/them with its Proposal as part of Volume I.

## **5. Proposal**

### **5.1 Proposal Parts**

To be responsive to this RFP, and for the purposes of evaluation, each Proposal must consist of the following three parts:

#### **5.1.1 Volume I: Required Forms**

Volume I must contain completed **Forms 1 through 6** (in sequential order) and any other documents that are required as per Attachment 2 of the RFP. Please do not include a cover letter; Form 1 will serve in lieu of a cover letter. **Form 1 must be signed by an authorized representative for Proposer.** This is the only signature required for the Proposal itself. Additional **Forms 2 through 6** must be completed and, if required by their terms, signed and notarized.

If Volume I contains any pricing information, the Proposal may be rejected and returned to the Proposer as non-responsive.

#### **5.1.2 Volume II: Technical and Management Proposal**

Volume II must contain all of the information required by **Attachment 4**.

If Volume II contains any pricing information, the Proposal may be rejected and returned to the Proposer as non-responsive.

### 5.1.3 Volume III: Price Proposal

Proposer must submit its Price Proposal on **Attachment 6**. Proposer must provide pricing for all line items on the Price Proposal. Failure to complete all line items may result in a Proposal being deemed non-responsive. Because CUNY is exempt from the payment of all New York State, local sales, and use taxes, the Price Proposal must not include the amount of any such taxes.

## 5.2 Proposal Packaging

Proposer must submit four (4) copies of its Proposal: three (3) paper copies and one (1) electronic copy (in PDF format) on a flash drive.

All three (3) paper copies of the Proposal and the flash drive must be submitted together in one package that is securely sealed and clearly labeled with Proposer's name and the RFP's Project name.

The contents of the package must include:

- The flash drive containing the electronic copy of the Proposal clearly labeled with Proposer's name and the RFP's Project name; there should be one PDF for Volume I (identified by "Proposer's name, RFP Project name, Volume I"), a second PDF for Volume II (identified by "Proposer's name, RFP Project name, Volume II") and a third PDF for Volume III (identified by "Proposer's name, RFP Project name, Volume III")
- All three (3) paper copies of Volume I packaged together
- All three (3) paper copies of Volume II packaged together
- All three (3) paper copies of Volume III packaged together

The Volume I package, the Volume II package and the Volume III package must be separately identified by Proposer's name, the RFP Project name, and the Volume number (I, II or III).

## 5.3 Proposal Submission and Receipt by CUNY

The Proposal shall be signed by having an official authorized to bind the Proposer sign **Form 1** as indicated in 5.1.1 above. By signing and submitting a Proposal, Proposer is affirming that it has read this RFP, including but not limited to the **Appendix 1: Terms and Conditions of Contract**, accepts the terms of this RFP, and is able and willing to sign and execute the Contract if its Proposal is selected. The **Terms and Conditions of Contract**, together with this RFP, any Addenda (including, without limitation, any formal questions and answers provided during the evaluation process), and the contents of the selected Proposal, shall be incorporated into and constitute the Contract. Proposer shall accept **Appendix 1: Terms and Conditions of Contract** without exception, as the same may have been amended by Addenda issued to this RFP that may have incorporated changes to address concerns that potential proposers raised or Proposer's Exceptions to RFP.

Proposals must be received by CUNY by the time and on the day and in the location indicated in **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; and Contract Terms**, time being of the essence.

Proposers assume all risks in connection with the delivery of their Proposals. Proposers are

strongly encouraged to arrange for delivery of Proposals prior to the Proposal Submission Due Date and Time.

- The University accepts no responsibility for Proposals left at or delivered to any location other than the Proposal Due Location.
- The University accepts no responsibility for the delivery of Proposals.
- **Proposals received after the Proposal Submission Due Date and Time will be rejected and returned unopened.**
- Proposals that are transmitted by facsimile (fax) or e-mail are not acceptable and will be rejected.

**5.3.1 Consistent Information.**

Proposer shall ensure that information is consistent across submitted documents. CUNY reserves the right to:

- reject Proposals submitted with conflicting information;
- view non-compliance with this section or failure to provide information and/or required forms as non-responsive; and/or
- determine that a Proposer has substantially met the requirements of this RFP and/or to ask for additional information after the Proposal Submission Due Date.

**5.3.2 No Changes to Documents Permitted.**

Proposers shall not make any changes to the documents of this RFP. All Proposers are required to submit Proposals in response to the same terms and conditions. Any changes to the RFP documents may render a Proposal non-responsive; any changes to the RFP documents are not binding on the University.

**5.3.3 Confidentiality.**

CUNY's records, including its solicitation documents, proposals received and vendor contracts, are subject to inspection pursuant to the Freedom of Information Law ("FOIL"), Article of the Public Officers Law. CUNY will protect confidential and proprietary information from disclosure to the extent permitted by FOIL. Accordingly, Proposers should identify those page(s) of their Proposal that they believe contain such information and mark it as "confidential and proprietary." In addition, Proposers must explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. Include the identification of pages that contain "confidential and proprietary information" and the reasons for exemption of such "confidential and proprietary information" in **Form 1**. CUNY's determination of information that should be treated as "confidential and proprietary" shall be conclusive.

**5.3.4 Proposals Become CUNY Property.**

All Proposals, upon submission to CUNY, shall become CUNY's property for use as deemed appropriate.

**5.3.5 No Public Opening of Proposals.**

There will not be a public opening of Proposals. The University shall review Proposals in accordance with Section 6 below and make a determination of each

Proposer's qualifications to receive a Contract award after the Proposal Submission Due Date.

### **5.3.6 Withdrawal of Proposal.**

**5.3.6.1 Timing.** A Proposer may withdraw its Proposal at any time before the Proposal Submission Due Date and Time. A request to withdraw a Proposal must be made in writing on letterhead from the person who signed the Proposal. The letter can be submitted as an attachment to an email, if the original letter is then sent by United States mail to the Proposal

**5.3.6.2 Errors.** Upon notification of a material error by CUNY, a Proposer may request to withdraw its Proposal. Such request must be received in writing on letterhead from the person who signed the Proposal within 3 business days of the notification by CUNY. Proposer may submit the letter as an attachment to an email only if the original letter is then sent by United States mail to the Proposal Due Location set forth in **Attachment 1**. CUNY will determine whether to grant such request for withdrawal of the Proposal and will respond in writing to the Proposer with its decision.

## **6. Proposal Evaluation and Selection Process**

### **6.1 Overview**

**6.1.1 Administrative Review.** Prior to Committee evaluation pursuant to Section 6.1.3, below, CUNY will undertake an administrative review of each Proposal it receives to determine that:

- a. Proposer has accepted all **Terms and Conditions of Contract** without exception, apart from any Addenda issued to this RFP,
- b. Proposer has properly completed and submitted **Required Forms 1-6** (constituting **Volume I**),
- c. Proposer has properly completed and submitted **Volumes II** and **III**, and
- d. Proposer (and any Subcontractor(s)) meets the Minimum Proposer Qualifications (including the Technical Requirements, if any) described in Section 2.1 and **Attachment 2, Part I**.

Proposals that do not include all required content will be deemed non-responsive and will not be granted any further consideration unless CUNY deems omissions non-material.

**6.1.2 Evaluation and Scoring of Proposals.** Proposals that have passed the administrative review will be referred for evaluation as described in (a)-(f), *below* and in Attachment 5.

- a. **Form 4: Diversity Practices Questionnaire** from **Volume I** will be evaluated by the University's Office of Budget and Finance ("OBF") or the Campus Procurement Director as applicable, if such Questionnaire is required by this RFP. The total score received for each Diversity Practices Questionnaire will be proportionately converted for a maximum of up to five (5) points. The scores



for Proposers' Diversity Practices Questionnaires will not be disclosed to the Evaluation Committee as defined below (or any other person) prior to the completion of their evaluation and scoring of Proposers' Technical Proposals.

- b. Volume II: Technical and Management Proposal** will be evaluated by a committee composed, as appropriate, of technical, program and management personnel (the "Evaluation Committee"). Committee members will review each Technical and Management Proposal individually and provide their preliminary Technical Scores to OBF (or the Campus Procurement Director, as applicable). Then they will meet as a group to discuss the Technical and Management Proposals. After such group discussion, Committee members will provide their final Technical Scores to OBF (or the Campus Procurement Director, as applicable), which may or may not be the same as their preliminary Technical Scores.
- c. Volume III: Price Proposal** will be evaluated and scored by OBF (or the Campus Procurement Director, as applicable), while the Committee is evaluating scoring the Technical and Management Proposals. Only OBF (or the Campus Procurement Director, as applicable) will be privy to pricing information until the Evaluation Committee has completed all scoring, including for Technical and Management Proposals and (if applicable) for the Oral Presentations and Product Demonstrations.
- d. Total Scores:** OBF (or the Campus Procurement Director, as applicable) will calculate total scores by adding the sum of (i) the Diversity Practices Questionnaire Score (if any), (ii) the Technical and Management Proposal Score, and (iii) the Price Proposal Score. OBF (or the Campus Procurement Director, as applicable) will inform the Committee of the total scores of the Proposals.
- e. Recommendation for Contract Award or Short-Listing:** The Committee reserves the right to recommend (or not) the Proposal with the highest Total Score to the University for Contract award, or to short list the highest scoring Proposers, as further provided in Attachment 5, if applicable.
- f. Short-Listing:** Short-Listed Proposers will be required to provide an Oral Presentation/Product Demonstration to the Committee conducted at a CUNY facility in New York City. The Committee will evaluate each Short-Listed Proposer's Oral Presentation/Product Demonstration and award a score (with a maximum set forth on Attachment 5) based on such criteria as:

  - the capabilities of the Proposer's staff that will lead the Project
  - product demonstration and ease of use, if applicable
  - discussion on examples of previous projects of a similar nature, scope and complexity and resulting outcome
  - responses to questions regarding their Proposal
- g. Proposers shall not be allowed to alter or amend their Proposals.** OBF (or the Campus Procurement Director, as applicable) will calculate the Short-Listed

Proposers' scores to identify the highest scorer, as further set forth in Attachment 5.

## **6.2 Best Value Evaluation Method**

CUNY shall award this Contract, if at all, on the basis of best value to a responsive and a responsible Proposer as these terms ("best value", "responsive" and "responsible") are defined by New York State Finance Law Article 11, Section 163, and based on the technical and price criteria established by this RFP and otherwise in accordance with the terms and conditions of this solicitation.

## **6.3 Notification to Unsuccessful Proposers; Right to Debriefing**

After (and if) a firm has been identified for award, CUNY will notify all Proposers. Unsuccessful Proposers may request a debriefing of their Proposal by sending a request in writing, postmarked within 15 calendar days of being notified of being unsuccessful, to the Designated Contact for this solicitation.

## **7. Reservation of Rights**

### **7.1** In addition to any other rights described in this RFP, CUNY reserves the right to accept or reject any or all Proposals, including, without limitation, if:

- a. exceptions have been taken to **Appendix 1: Terms and Conditions of Contract** that do not comply with this RFP because, for example, a Proposer did not first accept the **Terms and Conditions of Contract** without qualification or because Proposer's Exceptions to RFP did not satisfy the requirements of this RFP;
- b. alterations have been made to the RFP or any of its Forms or Attachments;
- c. a Proposer does not provide any part of the information or documents required by this RFP;
- d. a Proposer misstates, misleads, or conceals any material fact in its Proposal or at any time in connection with this RFP;
- e. a Proposal is not in compliance with law;
- f. a Proposal is not responsive to the requirements of this RFP or the requirements of the **Appendix 1: Contract Terms and Conditions**;
- g. any part of a Proposal, such as the Price Proposal, is conditional;
- h. a Proposal, in the opinion of CUNY, contains unbalanced prices; or
- i. a determination that the Proposer is not "responsible" (as defined by law) is made in accordance with law or CUNY regulations.

### **7.2.** In addition to any other rights described in this RFP and in law, CUNY reserves the right to:

- a. withdraw a solicitation at any time in the University's sole discretion;
- b. waive any requirements that are not material;
- c. cancel a solicitation;
- d. re-issue a solicitation;
- e. correct any arithmetic errors in any or all Proposals;

- f. use any and all ideas submitted in the Proposals received;
- g. negotiate modifications to the scope, Proposal Price, or components thereof with selected Proposer prior to Contract award;
- h. (1) reject Proposals containing material deviations, and/or (2) permit Proposer(s) to amend one or more non-material items in their Proposal(s) to comply with this RFP, and/or (3) waive or modify minor irregularities in Proposals.
  - i. In the event of a discrepancy between the Proposal Price as stated in words and as stated in numbers, or as stated on any other part of a Proposal, the University reserves the right to deem the lowest price to be the Proposal Price.
  - ii. In the event of an arithmetic error in Proposer's Proposal Price, the University reserves the right to make the arithmetic correction and deem the corrected amount the Proposal Price.
- i. seek clarifications, corrections and revisions of Proposals;
- j. amend this RFP after releasing;
- k. change any of the scheduled dates;
- l. issue requests for additional information to Proposers, and Proposers' answers to such questions shall be returned to CUNY in writing and become part of the respective Proposers' Proposals;
- m. to require Proposers to participate in Oral Presentations/Product Demonstrations;
- n. to contact some or all of Proposers' references during the Proposal evaluation process;
- o. short list Proposers and to ask short-listed Proposers for "best and final offers"; and
- p. to negotiate with the Proposer with the next highest ranked Proposal score when discussions with a prospective awardee are terminated due to an impasse.

## **8. Contract Award Subject to Internal and External Oversight Approvals**

Any Contract award shall be subject to all required internal and external oversight approvals, including, as applicable, approvals by the University's Board of Trustees, the Office of the New York State Attorney General, the Office of the New York State Comptroller or any pertinent pre-audit review period, the New York City Law Department, and the Office of the New York City Comptroller, and shall be contingent on the availability of funds. Unless and until all of the aforesaid required approvals are met and procedures complied with, CUNY has no obligation and no liability to the Proposer.

Forms to RFP UCO 725 (Employee Assistance Program)

## **RFP ATTACHMENTS**

## **Attachment 1: Key Events and Dates; Designated Contacts; Proposal Due Location; Contract Term**

### **Key Events and Dates**

<b>Action</b>	<b>Date</b>
CUNY issues RFP for Central Office	November 22, 2019
Submission of Written Questions Due Date	December 3, 2019 at 2:00pm Eastern Standard Time
Proposal Submission Due Date	December 17, 2019 at 2:00pm Eastern Standard Time
Oral Presentations	January 6, 2020

**CUNY reserves the right to amend any or all of the above dates and CUNY will issue such amendment in writing**

### **Designated Contact(s):**

In compliance with the Procurement Lobbying Law, the individual(s) identified below are the Designated Contact(s) for this procurement solicitation and may be contacted by email for all inquiries regarding this solicitation:

The City University of New York  
230 West 41<sup>st</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10036  
Attention: Michelle Cooper  
E-mail: [Michelle.Cooper@cuny.edu](mailto:Michelle.Cooper@cuny.edu)

### **Proposal Due Location:**

The City University of New York  
230 West 41<sup>st</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10036

### **Contract Term:**

The Contract Term shall be five (5) years, commencing on the date that the Contract is approved by the Attorney General, as applicable, and the office of the New York State or New York City Comptroller.

## Attachment 2: Proposer Qualifications and Requirements

In order to be considered for Contract award, a respondent to this RFP (“Proposer” or “Contractor” or “Provider”) must meet the minimum qualifications as set forth below.

Inability or unwillingness to meet the qualifications as set forth below will result in the rejection of a firm’s proposal as non-responsive. .

### Part I

- 2.1 The Contractor must have been in business for the past ten (10) years.
- 2.2 The Contractor must maintain a network of providers with the applicable certifications in their respective fields and all employees must be either employed by the Contractor or their affiliates (a related company or subsidiary company of the Contractor).
- 2.3 The Contractor must have experience providing Employee Assistance Programs to two organizations, each with 10,000 or more employees (not including CUNY).
- 2.4 The Contractor must at a minimum be providing these services to one current public sector client (not including CUNY) with 10,000 or more employees.
- 2.5 The Contractor must have a minimum of two (2) current clients (not including CUNY) in the New York Metropolitan area with 1,000 employees or more.

Part II – Not Applicable

Part III – Not Applicable

*{Remainder of document intentionally left blank}*

## **Attachment 3: Purpose and Scope of Work**

### **3.1 Purpose**

The City University of New York (“CUNY” or the “University”) is releasing this Request for Proposals (“RFP”) to solicit proposals from vendors (“Proposers”) to provide an Employee Assistance Program (hereafter “Program”), to be administered exclusively for CUNY’s employees and their families.

CUNY anticipates making one (1) award as a result of this solicitation and will issue a single contract (the “Contract”) to a single Contractor selected according to the process described herein (“Contractor” or “Consultant”).

### **3.2 Project Scope and Objectives**

CUNY, recognizing the value of its workforce, seeks to continue its Employee Assistance Program (hereinafter “Program”) to assist its employees with a wide range of services designed to help employees balance the needs of personal life with the requirements of work and to address personal problems that may affect an employee’s work performance. The Program will provide a confidential and cost-effective method of delivering services, including identifying personal problems and motivating employees to seek appropriate treatment. The Program services must be available 24 hours a day, seven days a week.

All the services offered by the Program will be available to all CUNY employees and their families (including both immediate family members as well as parents, parents-in-law, siblings, domestic partners, children, etc., hereinafter “family members”). The awarded Contractor shall provide information, guidance and referral services in the basic areas of childcare, legal assistance, elder care and consumer information. In addition, the Contractor shall assess, identify, evaluate, motivate and treat employees whose job performance may be impaired by stress, alcoholism, alcohol abuse, substance abuse, emotional and family problems, mental illness and other problems.

### **3.3 Program Services**

CUNY seeks a Contractor to provide a short-term counseling program to CUNY employees seeking assistance of not less than three sessions, based on assessment needs. CUNY has a diverse employee population of approximately 30,000 employees. Employees will participate either on a voluntary basis or, in cases of positive drug testing or disciplinary action, on a mandatory basis. If an employee’s participation is mandatory, it will be monitored by the Contractor, who will then report to CUNY periodically as it pertains to the employee’s participation.

The Contractor shall have a sufficient number of its own employees and affiliates to meet all the needs of CUNY’s employees and their families. The Contractor must provide assessment,

motivation, counseling sessions and/or referral for counseling for each problem presented by each CUNY employee and/or his or her family member requesting assistance.

The Contractor must be able to work within the parameters of the employee's health insurance coverage ("Employee Insurance Network Provider" or "EINP"). For example, whenever possible, the Contractor should make referrals and provide assistance for long-term treatment to access resources that are covered by the employee's existing health care plan.

The Contractor must also be able to provide onsite seminars on various work-life balance topics including but not limited to handling stress; estate planning; and personal finance related seminars. The Contractor will provide CUNY with a list of current group seminars that they offer on a fee for service basis.

### **3.4 Scope of Services, Deliverables and Optional Services**

#### **3.4.1 Services**

The services to be provided by the Contractor shall include but are not limited to counseling for the following:

- a) Anger
- b) Stress
- c) Grief
- d) Depression
- e) Sleeping disorders
- f) Eating disorders
- g) Marital issues
- h) Relationship communication issues
- i) Conflict resolution
- j) Domestic violence
- k) Dual career issues
- l) Separation or divorce
- m) Parenting
- n) Family violence
- o) Aging parents or relatives
- p) Children and adolescents
- q) Alcohol and drug problems
- r) Work problems
- s) Job dissatisfaction
- t) Authority conflicts
- u) Financial



- v) Legal concerns
- w) Group counseling or debriefing with employee groups experiencing emotional trauma related to events occurring in the community or workplace
- x) Health and wellness
- y) Concierge Services
- z) Pre-retirement Consultation

### **3.4.2 Deliverables**

#### **3.4.2.1 Core Services**

- 3.4.2.1.1 Contractor shall designate and establish a toll free call center number;
  - a. Contractor shall provide and staff telephone and video conference services to ALL CUNY employees and their family on a 24 hour per day / 7 day per week basis;
  - b. All calls must be answered live – no voice recordings;
  - c. Emergency / Crisis intervention calls must be addressed immediately and;
  - d. Non-emergency calls such as referrals must be addressed within 24 hours.
- 3.4.2.1.2 Contractor shall maintain a nationwide network of licensed mental health and substance abuse providers who are trained to assess and treat participants.
- 3.4.2.1.3 Contractor shall ensure that each incident (a situation for which crisis intervention is needed) includes at the minimum three consultations with an EINP (counselor).
- 3.4.2.1.4 For clinical services, an appointment with an EINP must be scheduled for the participant within two (2) business days. The CUNY Network Provider shall be within five (5) miles of participant's home or place of business. If there is no EINP available within five (5) miles, every effort must be made to find a EINP as close as possible to the participant's home or place of business. If the participant is not satisfied with the EINP chosen an alternative EINP must be scheduled within two (2) business days of participant notifying the Contractor.
- 3.4.2.1.5 For emergency services, a trained clinician must be available telephonically to assess the immediate needs of the participant and remain with or be available to attend to the participant until the emergent need is resolved.
- 3.4.2.1.6 For emergency services, a trained clinician must be available telephonically to make a referral to the appropriate place of assessment and treatment.
- 3.4.2.1.7 Contractor must follow up with the participant within one (1) week of a referral to determine the outcome of the referral.
- 3.4.2.1.8 Contractor must manage and securely maintain all confidential participant information obtained during the course of providing service, discussion, assessment, referrals

and/or treatment of the participant. Contractor shall not disclose such information, except as permitted or required under state or federal law or upon written consent of the participant.

- 3.4.2.1.9 Contractor must provide onsite (at CUNY) critical-incident assistance for employees and staff, upon request.
- 3.4.2.1.10 Contractor must provide an employer / employee interactive website to be hosted by contractor, with an array of wellness, legal, financial information in addition to monthly news articles and other resources. The Contractor must also provide self-help online capabilities for seeking services including mobile capabilities. The website must reside on a server maintained by the Contractor, be specifically branded for CUNY and for CUNY's sole use. The website shall not request nor store employees' personal information and shall be available 24 hours per day, seven (7) days per week with minimum uptime of 99.9%.

The website must be compliant with the most current version of Web Content Accessibility Guidelines (WCAG).

- 3.4.2.1.11 Contractor must provide reduction-in-force (RIF) counseling, if requested.
- 3.4.2.1.12 Contractor must provide additional referral resources for financial assistance, legal assistance, elder \ dependent child care and other additional services to assist participants in daily living.
- 3.4.2.1.13 Contractor must coordinate with CUNY's designated representative on issues of workplace safety concerns.
- 3.4.2.1.14 Contractor must provide assistance to CUNY's management/Human Resources staff regarding employee workplace and employment compliance issues, upon request.
- 3.4.2.1.15 When required for an employee's continued employment, the Contractor must provide the appropriate CUNY manager with updates on the employee's participation in the recommended program.

#### **3.4.2.2 Account Management**

- 3.4.2.2.1 Contractor must provide quarterly reporting, within thirty (30) days after the end of each quarter, containing utilization statistics of the program to include website, telephonic and face-to-face utilization.
- 3.4.2.2.2 Contractor must ensure that all reports protect individual employees' confidentiality and that personally identifying information is capable of being de-identified. The reports must provide information on program utilization and include data such as number of cases, types of problems/issues presented to the program, case disposition and demographic data. Each report must include an analysis, summarizing observations and trends in light of the organization's business and people challenges.

- 3.4.2.2.3 Contractor must provide other ad hoc reporting as specifically requested by CUNY and agreed to by the Contractor, not to exceed five (5) reports per year.
- 3.4.2.2.4 Contractor must report any complaints and include the context of any complaints received by the Contractor from CUNY members regarding the services or delivery of services that Provider rendered. These reports shall be delivered quarterly with the usage information specified in 3.4.2.2.1

### **3.4.2.3 Marketing Plan**

- 3.4.2.3.1 Contractor must assist in the communication campaign of the program when first launched including one (1) onsite visit to each campus and central office, 27 sites in total. This will not be applicable if the Contractor is the incumbent.
- 3.4.2.3.2 Contractor must provide electronic communication materials to employees and benefits staff for dissemination. At minimum two sets of hard copies of materials per college must be available at no additional cost
- 3.4.2.3.3 Contractor must participate in annual benefit fair/open enrollment events at each campus and central office, 27 sites in total, to communicate features of the program as requested.

### **3.4.2.4 Provider Network**

- 3.4.2.4.1 Contractor must maintain a nationwide network of licensed mental health and substance abuse providers who are trained to assess and treat participants.
- 3.4.2.4.2 Contractor must maintain certified mental health and substance abuse call center professionals who are trained to assess and refer members to the appropriate providers of treatment. Providers must hold any required certification for their field, such as licensed social workers.
- 3.4.2.4.3 Contractor must coordinate with CUNY's current behavioral health vendors for continuity of care.

### **3.4.2.5 Implementation**

- 3.4.2.5.1 Contractor must provide a detailed implementation plan that must include a seamless transition from incumbent if applicable.

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### **3.4.2.6 Optional Services**

From time to time CUNY colleges and \ or CUNY Central Office may decide at its sole option to engage the Contractor to provide optional services via webinars or onsite seminars on a fee for service basis. Contractor must ensure that all speakers meet the qualifications necessary to deliver information on the specific topic; are familiar with CUNY and its role within the New York City community; and has been fully vetted by the Contractor. The University reserves the right to request as many or none of the Optional Services.

3.4.2.6.1 Contractor must provide if requested work-life balance topics which shall include:

- a. Managing Stress
- b. Estate Planning
- c. Coping with Change
- d. Handling Financial and Legal Problems
- e. Critical Incident Response

3.4.2.6.2 Contractor must provide Executive Coaching if requested..

### **3.5 Subcontracting**

3.5.1 Intentionally deleted.

### **3.6 Location of Services**

3.6.1 Contractor shall perform Services at its location of business, as well as at CUNY colleges and Central Office as may be required by CUNY.

3.6.2 Contractor shall provide all administrative / clerical support including but not limited to staff, hardware and software.

### **3.7 Project Team**

3.7.1 Contractor shall provide documentation with respect to all proposed initial and replacement Key Team Members of the Contractor Project Team showing that such persons meet the qualifications required to perform the Services.

3.7.2 All initial and replacement Key Team Members are subject to CUNY's prior approval. Contractor shall make best efforts to maintain continuity of the Contractor Project Team. Contractor shall notify CUNY prior to replacement of any Key Team Members.

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- 3.7.3 Contractor shall designate a Senior Manager as Contract Project Manager for this Project. The Senior Manager shall:
- a. maintain control over the work duties, schedule, and performance of the Contractor Project Team and serve as principal liaison between CUNY and Contractor for purposes of administration of the Contract;
  - b. be employed by the Contractor; and
  - c. have full decision-making authority on behalf of Contractor and the authority to obligate Contractor.
- 3.7.4 For a mid-term change of the Senior Manager, or during the absence of the Senior Manager, for any reason, Contractor shall promptly provide a detailed continuity plan for CUNY's review and shall obtain prior written approval for same.
- 3.7.5 Contractor shall ensure that CUNY shall have access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section shall be deemed to preclude CUNY from discussing any matters relating to the Contract with any other members of Contractor's organization.

*{Reminder of page left intentionally blank}*

## Attachment 4: Volume II Technical and Management Proposal

**4.1 Labelling.** Proposer must submit a package with three (3) paper copies and one electronic copy (in PDF format) on a flash drive of Volume II, each copy to be clearly labeled with the Proposer's name and the words:

“*[INSERT PROPOSER'S NAME AND Employee Assistance Program RFP Volume II — Technical and Management Proposal.]*”

**Content.** Proposer shall provide a brief history and description of: the Proposer's business organization (with copies of organizational documents if requested); its expertise and experience as it relates to the requirements discussed in the scope of work; its understanding of and approach to the Project; its process and timeline for rendering the Services;

The information should include, but not be limited to:

### 4.1.1 Table of Contents

### 4.1.2 Executive Summary

The Executive Summary shall include a brief overview of the Proposal summarizing both the anticipated results and the process the Proposer intends to follow in achieving the stated results. The Executive Summary shall contain all the basic elements of the Proposal (**excluding price**) so that anyone not on the evaluation team can read the summary and understand what is being proposed. In addition, service details should be avoided in the Executive Summary unless deemed essential for understanding the proposal.

The Executive Summary must include the following:

- a) Proposer Headquarter information;
- b) Number of years in business;
- c) Proposer management and experience
- d) Awards and merits;
- e) Brief description of Proposer's prior experience in providing the services described in this RFP, including the number of years Proposer has been providing these services.

### 4.1.3 Organizational Strength and Proposer's Experience:

The qualifications and prior experience of the Proposer and any subcontractor(s) are of great importance to CUNY. Proposer must provide a detailed description of the firm and staff experience and including any subcontractor(s). Proposers must address the following at a minimum:

- a) Provide the list of clients as described in Attachment 2 of this RFP.

- b) For each client include a description of the project scope and deliverable. This narrative should include and convey evidence pertaining to the Proposer's and any subcontractor's ability and experience in providing EAP services as outlined in Attachment 3.
- c) Provide information on the company's size and structure
- d) Address what attributes or practices differentiates your firm from other EAP providers
- e) Provide examples of your firm's leadership in the EAP industry such as but not limited to:
  - i. Congressional testimonies provided by the firm's leadership.
  - ii. White paper written by your firm.

#### 4.1.4 Staffing Qualifications and Staffing Plan

- a) Provide a project organization chart, with names and titles for the key personnel to be assigned for the duration of the Contract and the role that each individual would play.
  - i. Include their qualifications and experience that qualifies them for the engagement.
  - ii. Provide a resume for each key personnel so noted; all resumes must include a listing of all professional licenses, certifications, and the like.
- b) Describe how staffing will be provided to meet the project scope and deliverables over the entire term of the Contract.
- c) Advise how your firm proposes to maintain continuity resulting from any potential staff turnover.

#### 4.1.5 Approach, Scope of Services and Deliverables

The Proposer shall provide a detailed narrative description of their services. This should demonstrate a thorough understanding of the services outlined in Attachment 3 (Purpose and Scope of Services)

The Proposer shall describe the approach for the services to be performed and how it will accomplish the scope and deliverables as identified in Sections 3.2 Project Scope and Objectives and Section 3.3 Program Services. The Proposer's proposal must enumerate the Proposer's standards for service availability, return call procedures (emergency and non-emergency).

Address the following items in a sufficient level of detail with reference to Section 3.4.2 Deliverables to permit CUNY to evaluate the extent to which the Proposer's approach will likely achieve the goals and objectives of this solicitation:

- a) Core Services
- b) Account Management
- c) Marketing Plan
- d) Provider Network

e) Implementation

- 4.1.5.1 As listed in Section 3.10 - Optional Services, the Proposer shall provide a detailed narrative of all optional services available to CUNY for a fee (do not include pricing). Include information on the presenter(s) qualifications and familiarity with CUNY and its role in the New York City community.

{Remainder of document intentionally left blank}



## Attachment 5: Table 1 Proposal Scoring Criteria and Weights

Steps*	Title	Scoring Method	Item Weight	Section Score	Points out of 100
<b>1</b>	<b>Minimum Requirements Review</b>	Pass/Fail			N/A
	(See Attachment 2)		Pass/Fail		
<b>2</b>	<b>Diversity Practices Questionnaire</b>				<b>5</b>
<b>3</b>	<b>Technical and Management Proposal</b>	Scored			<b>55</b>
	<b>Executive Summary</b>			5	
	<b>Experience</b>				
	1. Firm			5	
	2. Key Personnel			5	
	<b>Approach, Scope of Services and Schedule</b> <u>To include:</u> <ul style="list-style-type: none"> <li>• Services</li> <li>• Deliverables <ul style="list-style-type: none"> <li>○ Core Services</li> <li>○ Account Management</li> <li>○ Marketing Plan</li> <li>○ Provider Network</li> <li>○ Implementation</li> </ul> </li> </ul>			35	
	<b>Optional Services</b>			5	
<b>4</b>	<b>Price Proposal</b>	Scored		25	<b>25</b>
<b>7</b>	<b>Oral Presentation (Short-Listed firms)</b>	Scored		15	<b>15</b>
<b>Total</b>					<b>100</b>

**\*See below for the description of the steps. Unscored steps do not appear in the chart.**

### **Step 1: Administrative Review**

CUNY will conduct an administrative review of each Proposal to ensure that all content has been submitted in accordance with this RFP and that Proposers meet the Minimum Qualifications set forth in this RFP. Proposals that do not include all required content will be deemed non-responsive under law and will not be granted any further consideration, unless CUNY deems such omissions non-material. After a firm has been identified for award, all Proposers will be notified.

### **Step 2: Scoring of Diversity Practices Questionnaire (5 Points)**

Upon completion of its Administrative Review above, the University's Office of Budget and Finance ("OBF") will perform scoring of the Diversity Practices Questionnaire. The Diversity

Practices Questionnaire will be scored on the points system as indicated on **Table 1** above. The total score received for each Diversity Practices Questionnaire will be proportionally converted for a maximum of up to five (5) points. The scores for Proposers' Diversity Practices Questionnaires will not be disclosed to the Technical Committee prior to their completion of their evaluation and scoring of Proposers' Technical Proposals.

**Step 3: Scoring of Volume II: Technical and Management Proposal (55 Points).**

Members of the CUNY's Technical Evaluation Committee ("Committee") will preliminarily score each Technical Proposal individually and then meet as a group to discuss the Technical Proposals, after which they will Committee members will give final scores to each Technical Proposal. The Technical Score for each Proposal *will consist of the sum of the scores given to the Technical Proposal by each of the Committee members, divided by the number of Committee members with a maximum score of fifty-five (55).*

**Step 4: Scoring of Volume II: Price Proposal (25 Points)**

OFB will score the Price Proposals. Proposed Prices for Years 1 through 5 of the Contract will be used for calculation purposes. The Proposer with the lowest five-year proposed price will receive the maximum Price Proposal Score of twenty (25) points; and higher proposed prices will receive proportionately lower Price Proposal Scores.

**Step 5: Adding Diversity Practices Questionnaire Score, Technical Score and Price Score for Preliminary Combined Score (85 Points)**

OFB will add the sum of (i) the Diversity Practices Questionnaire score and (ii) the Technical Score to the Price Score for each Proposal to arrive at each Proposer's Preliminary Combined Score.

**Step 6: Shortlisted Proposers**

The Proposer with the highest Preliminary Combined Score and the next three (3) highest scoring Proposers will be designated as the "Short-Listed Proposers".

**Step 7: Oral Presentations and Scoring (15 points)**

The Short-Listed Proposers will be required to provide an Oral Presentation to the Committee conducted at a CUNY facility in New York City. The Committee will evaluate each Short-Listed Proposer's product and award a score with a maximum of fifteen (15) points based on the following criteria:

- The capabilities of the Proposer's staff that will lead the engagement
- Discussion on examples of previous projects of a similar nature and resulting outcome
- Ability to answer questions regarding their proposal

**Step 8 Calculation of Final Total Score**

OFB will add the sum of: (i) the Technical Score; (ii) Diversity Practices Questionnaire score; (iii) the Price Proposal Score; and (iv) the Oral Presentation score for each Proposal to arrive at Proposer's total score for a maximum of 100 points.

CUNY reserves the right to request Best and Final Offers (“BAFOs”) from those Proposals receiving an Oral Presentation. Should CUNY exercise this right, CUNY will request a BAFO from each Short-Listed Proposer.

CUNY will update the Technical and Management and Price Scores of the Short-Listed Proposers, as necessary, based on information submitted in their BAFOs and using the criteria in Step 5 above.

**Step 9: Selection of Proposer**

The Proposer with the highest Total Score, as calculated above, for a maximum of 100 points may be recommended by the Committee to the University for Contract award, if at all.

{Remainder of document intentionally left blank}

## Attachment 6: Volume III Proposal Price Breakdown Pages

**Labelling.** Proposer must submit a package with three (3) paper copies and one electronic copy (in Excel format) on a flash drive of Volume III, each copy to be clearly labeled with the Proposer's name and the words:

**"INSERT PROPOSER'S NAME AND Employee Assistance Program RFP Volume III — Price Proposal"**

The Proposer shall provide a fixed annual employee cost for the services to be provided under this RFP with the exception of section 3.4.2.6 Optional Services. Provide the fixed annual employee cost as stated in the **Cost per Employee** tab.

The Proposer shall provide a per hour rate for each Optional Service listed in section 3.4.2.6 and as stated in the **Optional Services** tab. Fees shall be all inclusive of travel, meals, lodging, administrative and any other expenses.

**DO NOT UPDATE the Price Proposal Summary Page (see Price Proposal Summary for more information).**

***No modification shall be made to the Price Proposal Submission Forms (except to fill in the blanks). The Price Proposal Forms are an integral component of the proposal. Proposers should take particular care to ensure the form is completed in accordance with the instructions. Failure to complete all tabs as listed may lead to a Proposer's proposal being deemed non-responsive.***

## Attachment 6: Volume III Proposal Price Breakdown Pages

### Price Proposal Summary

**NO ACTION REQUIRED FROM PROPOSER - this excel spreadsheet will be populated from formulas on the other excel pages.**

Period	Cost per Employees	Optional Services	Total cost per year
Year 1	\$ -	\$ -	\$ -
Year 2	\$ -	\$ -	\$ -
Year 3	\$ -	\$ -	\$ -
Year 4	\$ -	\$ -	\$ -
Year 5	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Attachment 6: Volume III Proposal Price Breakdown Pages

Year	Cost per employee		# of employees		Total annual cost
One		x	30,000	=	\$ -
Two		x	30,000	=	\$ -
Three		x	30,000	=	\$ -
Four		x	30,000	=	\$ -
Five		x	30,000	=	\$ -
Total Cost					\$ -

**Note:**

The Services are to be provided on a cost per employee basis even though the scope requires the Contractor to provide the Services for employees and their families. Actual usage of EAP services under the current contract has been less than 1% of 30,000 per quarter for each of the last three years.

## Attachment 6: Volume III Proposal Price Breakdown Pages

Service	Hourly On-Site Rate						Hourly Off-site Rate						Yearly Fees					
	Estimated Number of On-site Hours Per Year	Year 1	Year 2	Year 3	Year 4	Year 5	Estimated Number of Off-site Hours Per Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Years 1 - 5 Total
Managing Stress	20						20						\$0	\$0	\$0	\$0	\$0	\$0
Estate Planning	20						20						\$0	\$0	\$0	\$0	\$0	\$0
Coping with Change	20						20						\$0	\$0	\$0	\$0	\$0	\$0
Handling Financial and Legal Problems	20						20						\$0	\$0	\$0	\$0	\$0	\$0
Critical Incident Response	20						20						\$0	\$0	\$0	\$0	\$0	\$0
Executive Coaching	20						20						\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>													<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Notes:

1. All hourly costs shall remain firm for the term of the contract.
2. The on-site rates shall be fully loaded rates inclusive of all travel, meals, lodging, administrative expenses and any other expenses. The off-site rates shall be fully loaded inclusive of all non-travel and administrative expenses. CUNY shall not be responsible for any additional costs except the hourly rates provided above.
3. The yearly fees for each service shall be the sum of on-site and off-site fees for that service. The spreadsheet is setup to automatically calculate the total for each service based on the yearly on-site and off-site rates.
4. Hours listed above are for calculation purposes only, CUNY has the sole option to increase or decrease hours as needed.
5. The University reserves the right to request as many or none of the Optional Services.

Forms to RFP UCO 725 (Employee Assistance Program)

## **RFP APPENDICES**



Forms to RFP UCO 725 (Employee Assistance Program)

## **RFP APPENDIX 1**

## Terms and Conditions for Employee Assistance Program Services

This Employee Assistance Program Services Agreement (the “Agreement”) is entered into by and between The City University of New York (the “University” or “CUNY”), located at 205 East 42<sup>nd</sup> Street, New York, NY 10017, and Name of Vendor [update as appropriate] (“Contractor”), located at [insert address].

1. The University engages Contractor to provide the services set forth in the Scope of Work attached hereto and incorporated herein (the “Services”), and Contractor agrees to perform the Services, and to provide all necessary staff support and administrative services connected therewith, in accordance with the Scope of Work and with the Terms and Conditions and Appendix A the Standard Clauses for New York State Contracts attached hereto and incorporated herein. The term of the Agreement shall be for 5 (five) years with CUNY’s option to terminate for convenience with thirty (30) days written notice to Contractor.

2. The Contractor shall receive up to \$XXXXXX (price in words) as specified in the Scope of Work, to be paid in accordance with terms hereunder.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the last date written below.

NAME OF VENDOR

[UPDATE APPROPRIATE]

EIN: [PLEASE PROVIDE EIN NUMBER]

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print name of authorized representative)

Title: \_\_\_\_\_  
(print title of authorized representative)

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

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print name of authorized representative)

Title: \_\_\_\_\_  
(print title of authorized representative)

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

APPROVED AS TO FORM:

The City University of New York

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

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

**CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR - INDIVIDUAL, CORPORATION, PARTNERSHIP, or LIMITED LIABILITY COMPANY:**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned,

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and further that.

[Mark an X in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Stamp

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

\_\_\_\_\_  
Registration No.

## **SCOPE OF WORK and PAYMENT TERMS**

### **I. Scope of Work**

Attachment 3 to the RFP, as amended by any addenda, is incorporated in the Contract as the Scope of Work to be performed hereunder.

### **II. Payment Terms**

- a. All Services provided hereunder shall be payable monthly in arrears.
- b. Contractor shall invoice for a prior month no sooner than the first day of the next month thereafter.
- c. Contractor shall provide sufficient documentation with its invoice to substantiate the price to be paid, and provide any other documentation as requested by the University.

## TERMS AND CONDITIONS

1. Time is a material term of Contractor's performance of the Services; without limiting the generality of the foregoing, Contractor shall complete the Services by the final date specified in this Agreement and shall complete the corresponding portion of such Services by every interim date, if any, specified in the Scope of Work (Exhibit 3) attached hereto.

2. Notwithstanding any other provisions of this Agreement, Contractor's status shall be that of an independent contractor and not that of an employee or agent of the University. Contractor shall be expected to work, without the full complement of support facilities, working conditions, and supervision given to employees of the University. All persons engaged by Contractor to assist Contractor shall at all times be deemed to be employees of Contractor, and Contractor shall be responsible for their work, direction, and compensation. Contractor may not subcontract the Services or any portion thereof without the prior written consent of the University. Contractor shall at all times utilize appropriately qualified and skilled personnel to perform the Services. Nothing in this Agreement shall be construed to impose any liability or duties upon the University for the performance of services by any third party hired or otherwise engaged by Contractor.

3. Neither Contractor nor any persons engaged by Contractor shall receive health insurance, sick leave, annual leave, pension, or any other fringe benefits associated with employment with the University.

4. Nothing in this Agreement shall impose any tax liability upon the University, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by Contractor or any persons engaged by Contractor. Contractor agrees to indemnify the University, the City of New York, and the State of New York and hold them harmless from any and all claims for such payments by taxing authorities, including, but not limited to, fines, penalties, levies, and assessments, for failure to withhold or remit such payments.

5. Contractor affirms that to the best of Contractor's knowledge there exists no actual or potential conflict between the Services and Contractor's family, business, or financial interests, or those of any employee of Contractor, and no trustee, officer, or employee of the University, or other director, officer, employee, or person whose salary is payable in whole or in part from the treasury of the City of New York or the State of New York, is directly or indirectly interested in this Agreement or in any portion of the profits thereof. Should this situation change during the term of this Agreement, Contractor shall promptly notify the University. The University reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed under this paragraph 5 shall disqualify Contractor from performing the Services.

6. The University may at any time, upon prior written notice, terminate this Agreement with or without cause. Contractor shall be paid on a prorated basis for those Services rendered up to the date of termination. The rights and obligations of both parties that expressly or by their nature would survive beyond the termination or expiration of this Agreement, including, but not limited to, Contractor's representations and warranties and the provisions dealing with payment, ownership, indemnification, and confidentiality, shall so survive.

7. (a) Contractor acknowledges that Contractor and Contractor's employees, agents, or representatives may, in the course of the performance of this Agreement, be exposed to or acquire information that is confidential to the University or its employees or students. Contractor shall treat all information obtained from the University or disclosed to Contractor while performing this Agreement as "Confidential Information" in accordance with this paragraph 7, except for any such information that the University designates to Contractor in writing as excluded from Confidential Information. This obligation of confidentiality does not extend to any information that: (i) was in the possession of or rightfully known by Contractor prior to the time of disclosure by the University without any obligation to maintain its confidentiality; (ii) is or becomes available to the general public without violation of this Agreement; (iii) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Contractor without the participation of individuals who have had access to it; or (v) is required to be disclosed by court order, provided Contractor gives the University prior written notice of such required disclosure (to the extent legally permitted) and reasonable assistance if the University wishes to contest the disclosure.

(b) Contractor shall treat the Confidential Information with the same degree of care that Contractor would treat Contractor's own confidential information, and with no less than reasonable care. Contractor shall not use the Confidential Information for purposes other than rendering the Services and shall limit access to Confidential Information to those of Contractor's employees, agents, and representatives having a need to know such Confidential Information to perform the Services. Contractor shall not directly or indirectly disclose, distribute, republish or allow any third party to have access to any Confidential Information without such third party's executing a confidentiality and non-disclosure agreement with the University under the same terms, or terms at least as restrictive, as set forth in this Agreement.

(c) Upon termination or completion of the Services, or at any time the University requests, Contractor shall return to the University, or destroy, all copies of the Confidential Information, in whatever media, and shall provide the University with a sworn certification that Contractor has complied with Contractor's obligations under this paragraph 7. It is understood and agreed that, in the event of a breach, threatened or actual, of this paragraph 7, damages may not be an adequate remedy and the University shall be entitled to injunctive relief to restrain any such breach without having to post an undertaking.

8. Contractor shall protect, indemnify, and hold the University, the City of New York, and the State of New York harmless from and against any and all claims, suits, causes of action, liabilities, losses, damages and expenses (including, but not limited to, attorney's fees and court costs in connection with any such matters) to which the University, the City of New York, and/or the State of New York may be subjected arising out of or relating to: (a) injury to person or property, or wrongful death, that may result from any negligence, willful misconduct, intentional wrongdoing, malpractice, or incompetence of Contractor, or anyone employed or engaged by Contractor, in connection with the performance of this Agreement; and (b) any breach by Contractor of this Agreement or any of Contractor's representations or warranties set forth herein.

9. Any invention or discovery, whether or not patentable, that is conceived or reduced to practice by Contractor and arises out of Contractor's performance of the Services shall be reported to the University with complete information concerning such invention or discovery. The University retains all right, title, and interest to any such invention or discovery and retains the sole right to determine whether a patent application shall be filed. Contractor shall cooperate fully with the University or its designee to enable it to secure the rights retained under this paragraph 9 and shall execute all documents necessary to do so.

10. Except with respect to the website design and content Contractor is required to develop for the University hereunder, all copyrightable works (including, but not limited to, reports, compilations of data, software, pictorials, or graphics) created or prepared by Contractor or Contractor's personnel in the course of the performance of the Services ("Copyrightable Works") shall be "works made for hire" (as that term is defined in the copyright laws of the United States) for the University, and all copyright therein is expressly intended to be wholly owned by the University. To the extent that any Copyrightable Works may not, by operation of law, be works made for hire, Contractor hereby assigns to the University the ownership of copyright in such Copyrightable Works, and the University shall have the right to obtain and hold in its own name copyrights, registrations, and similar protections that may be available in such Copyrightable Works. Contractor agrees to give the University or its designee all assistance reasonably required to perfect such rights. Contractor represents and warrants that Contractor is and shall be sole author of any and all Copyrightable Works, and that they are and shall be original works not subject to any prior agreement, lien, or other rights. Contractor further represents and warrants that the Copyrightable Works do not and shall not contain libelous, plagiarized, injurious, or other unlawful matter, and that they do not and shall not infringe on copyright or violate any other right of any person or party whatsoever.

11. Contractor represents, covenants, certifies, and warrants: (a) that Contractor is expert in performing the Services referred to by this Agreement; (b) that Contractor is licensed as may be required by all applicable authorities in the State of New York and the City of New York, as the case may be, to perform the Services and that all Services shall be performed in accordance with applicable law; (c) that every other person that Contractor retains to perform any of the Services shall be licensed as may be required by all applicable authorities; (d) that Contractor will take all steps necessary and advisable to maintain such licenses and give the University prompt notice of any lapse of any such license; and (e) that Contractor is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York

State Iran Divestment Act of 2012” list published by the New York State Office of General Services.

12. Contractor shall procure and maintain insurance issued in Contractor's name by a licensed carrier authorized to do business in New York for commercial general liability in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit and Professional Liability/Errors & Omissions Policies and Internet Policies in an amount not less than two million dollars (\$2,000,000) per occurrence. Such insurance shall name the University, the City of New York, and the State of New York, and such additional persons or entities required by the University from time to time, as additional insureds. If the Scope of Work contains alternate insurance requirements, such requirements shall control. Contractor shall provide the University with certificates of all required insurance and, upon the University's request, copies of policies and all endorsements. Contractor shall also maintain statutory Workers' Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service(s) under this Contract, and Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence that affords compensation for all employees provision labor or services for whom Workers' Compensation coverage is not a statutory requirement.

13. The University shall pay Contractor for the Services in accordance with amounts and rates set forth in Exhibit 3 attached hereto and in accordance with these terms and conditions. Contractor shall submit properly documented invoices and a completed "Independent Contractor Service Claim for Payment" (see Exhibit 1) for the Services to the Accounts Payable Department indicated on Exhibit 3, but only following acceptance of the Services and at time intervals and in form and substance acceptable to the University. The University reserves the right to request additional information at any time, and Contractor shall provide such information promptly. Following the University's receipt of such invoices, the University (or the State of New York or the City of New York, as applicable) shall pay Contractor in accordance with ordinary University (and State or City) procedures and practices. Contractor agrees to accept payments under this Agreement by electronic funds transfer, and Contractor shall provide all information and documentation requested by the University or the State or City to effectuate electronic funds transfers.

14. (a) Appendix A: Standard Clauses for New York State Contracts ("Appendix A") is attached hereto, and its terms and conditions are hereby incorporated by reference. The term "State" in Appendix A includes the State of New York and The City University of New York, which is a "contracting agency" and "State agency" for purposes of Appendix A.

(b) If there is any conflict between the terms and conditions of this Agreement, and the provisions of any exhibit or appendix hereto, the conflict shall be resolved in the following order of precedence: (i) Appendix A (Standard Clauses for New York State Contracts), (ii) the terms and conditions of this Agreement including the scope of work, (iii) the RFP, and (iv) the Contractor's proposal.

(c) Contractor's obligations under this Agreement may not be assigned, subcontracted, or transferred without the prior written consent of an authorized representative of the University.

(d) This Agreement, including its exhibits and appendices, all of which are incorporated herein, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations, or agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party unless such modification is in writing and signed by an authorized representative of each party.

(e) Waiver by either party of a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement.

(f) If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

(g) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting the Agreement.

(h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures must be in ink.

15. If Contractor is providing consulting services to the University for an amount equal to \$20,000 or more, the following shall apply:

Contractor is obligated under this Agreement to complete, sign, and submit "Disclosure of Planned Employment" before Contractor may begin providing the Services. Contractor also is obligated under this Agreement to complete, sign, and submit promptly after March 31 of each year that the Agreement is in effect "Contractor's Annual Employment Report". These forms are available at [https://www.osc.state.ny.us/procurement/contractor\\_instr\\_forms\\_a\\_b.doc](https://www.osc.state.ny.us/procurement/contractor_instr_forms_a_b.doc).



## APPENDIX A

### **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this 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. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted

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

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

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency;

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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 the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. 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 Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (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 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has 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 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbccertification@esd.ny.gov](mailto:mwbccertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

October 2019

Forms to RFP UCO 725 (Employee Assistance Program)

## **RFP FORMS**



## **RFP FORM 1**

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**Form 1****Proposer Information and Authorized Signature;  
Acceptance of Contract Terms; Proposer Certifications;  
Confidential Information; Signed RFP Addenda; and References**

*(Proposer must **complete, sign, and attach additional pages as needed**; do not modify this Form or your Proposal may be deemed non-responsive)*

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**I. PROPOSER INFORMATION**

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

Employer Identification Number (EIN): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_ - \_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person (if different from Preparer, below): \_\_\_\_\_

Please indicate below the name, title, address, telephone/fax numbers and email of the person who prepared this Proposal, as well as any other individual(s) with authority to negotiate and contractually bind the Proposer and who may be contacted during the period of proposal evaluation: (attach additional pages if needed)

**Preparer's Name/Title:** \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-Mail Address: \_\_\_\_\_

**Other Authorized Individual(s):**

Name/Title: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-Mail Address: \_\_\_\_\_

## II. PROPOSER ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

Proposer has read this entire RFP, including the Scope of Work/Specifications and any and all Attachments, Appendices and Addenda and, by signing below, agrees to be bound by **Appendix 1: Terms and Conditions of Contract** without qualification, negotiation or exception, except as may be revised by any Addenda issued.

## III. PROPOSER CERTIFICATIONS

**By signing below and submitting a Proposal in response to this RFP, Proposer and each person signing on behalf of Proposer hereby makes the following certifications and warrants under penalty for perjury that:**

1. Proposer (and each of its Subcontractors, to the extent required by this RFP) meets all of the Minimum Proposer Qualifications (including Technical Requirements, if any) of this RFP;
2. If Proposer is an entity, then Proposer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization or formation and is in good standing and authorized to do business in the State of New York;
3. If Proposer is an entity, then Proposer has duly authorized, executed, and delivered its Proposal and has the power and authority to perform the transactions contemplated herein;
4. To the best of Proposer's knowledge and belief: (i) the prices in its Proposal have been arrived at independently without collusion, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any competitor; (ii) unless otherwise required by the law, the prices that have been quoted in its Proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to contract award or RFP cancellation, directly or indirectly, to any other Proposer or to any competitor; and (iii) no attempt has been made or will be made by Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition. If Proposer cannot make the foregoing certification, Proposer shall so state below and shall furnish with this Form 1 on a separate sheet of paper a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification;

**Proposer must select one of the following:**

☐ **Proposer hereby certifies**

☐ **Proposer cannot so certify and is attaching a signed, separate statement**

5. Proposer is not the subject of a finding of non-responsibility made within the previous four years by any governmental entity (as such term is defined in Section 139-k of New York State's Finance Law) where such prior finding of non-responsibility was due to (i) a violation of Section 139-j of New York State's Finance Law's restrictions on contacts during the procurement process, or (ii) the intentional provision of false or incomplete information to a governmental entity;
6. Proposer certifies that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment

prevention training to all employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of New York State's Labor Law. If Proposer cannot make the foregoing certification, Proposer shall so state below and shall furnish with this Form 1 on a separate sheet of paper a signed statement that sets forth in detail the reasons that Proposer cannot make the certification.

**Proposer must select one of the following:**

☐ **Proposer hereby certifies**

☐ **Proposer cannot so certify and is attaching a signed, separate statement**

7. In accordance with Executive Order No. 177, Proposer certifies that the Proposer has institutional policies that prohibit harassment of and discrimination against individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under New York State Human Rights Law;
8. Executive Order 4 (E.O. 4) directs all state agencies and public authorities (like CUNY) to purchase commodities, services and technology that meet approved green procurement specifications intended to spur reduction in the use and release of toxic substances, minimization of the volume of pollutants discharged into the environment, and other public health benefits. Proposer certifies that its commodities, services and technology meet approved green procurement specifications;
9. Proposer has not knowingly violated any law in preparing or by submitting its Proposal;
10. All statements made in the Proposal are true, complete, and correct;
11. To the best of Proposer's knowledge no College, CUNY, or public employee or officer, elected official, or person whose salary is payable in whole or in part, directly or indirectly, from the City of New York ("City") or State of New York ("State") treasury has any direct or indirect interest, financial or otherwise, in this RFP solicitation, Proposer's Proposal, or the Contract or in the supplies, materials, equipment, work, or labor to which it relates or in any of the profits thereof;
12. Proposer is not currently in default on any CUNY, State, or City contract and not in arrears on any CUNY, State, or City debt or tax, and has not been declared in default as surety or otherwise, or under any obligation to any of them within the past three (3) years;
13. Proposer and its principals have not been found guilty or pleaded guilty to a crime or misdemeanor in any federal, State, or City court, and there is no criminal proceeding or indictment against Proposer pending in any such court. If Proposer cannot make the foregoing certification, Proposer shall so state below and shall furnish with this Form 1 on a separate sheet of paper a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification;

**Proposer must select one of the following:**

☐ **Proposer hereby certifies**

☐ **Proposer cannot so certify and is attaching a signed, separate statement**

14. Neither Proposer nor any individual who may be assigned to provide the Services to CUNY has any conflicts of interest with CUNY, or its governing bodies, committees, or employees. If Proposer cannot make the foregoing statement because of a conflict of interest, Proposer shall so state below and shall furnish with this Form 1 on a separate sheet of paper a signed statement describing the nature of the conflict;

**Proposer must select one of the following:**

☐ **Proposer hereby certifies**

☐ **Proposer cannot so certify and is attaching a signed, separate statement**

15. Proposer is proposing staff that is eligible to work on the Project and is either (i) not using any former employees (employed within the last two years) of CUNY or New York State or (ii) if Proposer is using former employees of CUNY or New York State, it shall obtain an opinion from the New York State Joint Commission on Public Ethics ("JCOPE") that approves their participation in the Project;

**Proposer must select one of the following:**

☐ **Proposer hereby certifies**

☐ **Proposer intends to use former CUNY employees and to obtain an opinion from JCOPE**

16. This Proposal is a firm offer for a 270-day period from the Proposal Due Date;
17. Proposer and any and all subcontractor(s) meet all the minimum qualifications described in the RFP applicable to them (see Section 2.1 and related Attachment); and
18. M/WBE and/or SDVOB Status - **check all that apply** NOTE: If Proposer or any subcontractor of Proposer is claiming status as a New York State-certified minority-owned, women-owned, disadvantaged business enterprise, or service disabled veteran owned enterprise, then evidence of such status must be provided upon request:

☐ **New York State-Certified Minority-Owned Business Enterprise**

☐ **New York State-Certified Women-Owned Business Enterprise**

☐ **New York State-Certified Service Disabled Veteran-Owned Business Enterprise**

☐ **None of the above**

#### **IV. CONFIDENTIAL AND PROPRIETARY INFORMATION**

Please identify those page(s) of your Proposal that you believe contain confidential and proprietary information as defined in Section 5.3.3 of the RFP. In addition, please explain the reason(s) why this information should be considered exempt from public disclosure under FOIL.

#### **V. RFP ADDENDA**

If CUNY issued Addenda in connection with this RFP solicitation, then Proposer shall attach to this document each Addendum signed by an authorized representative acknowledging receipt and acceptance.

#### **VI. REFERENCES**

Complete the attached **Reference Form** for each of the references that you provide as required by Attachment 4.

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*(continued on following page)*

**Before signing below, please confirm that you have:**

1. Made a selection pursuant to Part III, #4
2. Made a selection pursuant to Part III, #6
3. Made a selection pursuant to Part III, #13
4. Made a selection pursuant to Part III, #14
5. Made a selection pursuant to Part III, #15
6. Completed Part III, #18
7. Identified any pages in your Proposal containing confidential and proprietary information, and explained why this information should be considered exempt from disclosure under FOIL, pursuant to Part IV
8. Included each RFP Addendum signed by an authorized representative of Proposer
9. Included all Reference Forms required by Part VI
10. Included completed Forms 2 through 6 (signed and notarized to the extent required by their terms)

**Signature of Authorized Representative of Proposer:** \_\_\_\_\_

**Print Name of Signatory:** \_\_\_\_\_

**Print Title of Signatory:** \_\_\_\_\_

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

## Affirmation of Minimum Qualifications

1	The Contractor must have been in business for the past ten (10) years.			
	Proposer's Name	Start Date of Business	# of years in business	Description of services that your firm provides

  

2	The Contractor shall maintain a network of providers with the applicable certifications in their respective field and all provider must be either employed by the Contractor or their affiliates (a related company or subsidiary company of the Contractor).	Y	N	(circle either Y or N)
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3	The Contractor must have experience providing Employee Assistance Programs to two organizations, each with 10,000 or more employees (not including CUNY).		
	Name of Organization	# of employees	Description of EAP services offered

  

4	The Contractor must at a minimum be providing these services to one current public sector client (not including CUNY) with 10,000 or more employees.		
	Name of Organization	# of employees	Description of EAP services offered

  

5	The Contractor must have a minimum of two (2) current clients (not including CUNY) in the New York Metropolitan area with 1,000 employees or more.			
	Name of Organization	Address	# of employees	Description of EAP services offered

## **RFP FORM 2**

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**Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j  
(3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Contract Procurement Number: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

***Form #1***

## **RFP FORM 3**

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# Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

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

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):      No

Yes

If yes, please answer the next three questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):      No      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):      No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

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

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):      No      Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

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

Signature

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

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

**Form #2**

## **RFP FORM 4**

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## Diversity Practices Questionnaire

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

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No (*Maximum Score of 5*)

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

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers? (*Maximum Score of 16*)

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup> (*Maximum Score of 25*)

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes or No (*Maximum Score of 16*)

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? *(Maximum Score of 12)*

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

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No *(Maximum Score of 20)*

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

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No *(Maximum Score of 6)*

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

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

Signature of  
Owner/Official:

\_\_\_\_\_

Printed Name of  
Signatory:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of Business:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_  
Notary Public

## **RFP FORM 6**

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# FORM 6

## Request for Proposal Checklist

RFP and Attachments Section	√	Description	Document to be submitted with
Form 1		Proposer Information and Authorized Signature; Acceptance of Contract Terms; Proposer Certifications; Confidential Information; Signed RFP Addenda; and References	Volume I
Forms 2 and 3		Offeror's Affirmation of Understanding of and Agreement Pursuant to State Finance Law 139-j(3) and 139-j (6) (b) (Forms 1 and 2)	Volume I
Form 4		Diversity Practices Questionnaire	Volume I
Form 6		RFP Checklist	Volume I
Attachment 4		Technical and Management Proposal	Volume II
Attachment 6 (Excel Workbook)		Proposal Price Breakdown Pages	Volume III