



REQUEST FOR PROPOSALS
ISSUED ON BEHALF OF JOHN JAY COLLEGE

IMPLEMENTATION OF WEBSITE REDESIGN

ISSUE DATE:
MAY 28, 2021

PROPOSAL SUBMISSION DUE DATE AND TIME:
JUNE 14, 2021 5:00PM

Designated Contact:
DANIEL DOLAN
DIRECTOR OF PROCUREMENT
524 WEST 59TH STREET NEW YORK, NY 10019
DDOLAN@JJAY.CUNY.EDU

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ATTACHMENTS EXPLICATING SECTIONS OF RFP:

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

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

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

Attachment 4: Technical and Management Proposal Requirements (for Proposal Volume II)

Attachment 5: Proposal Price Breakdown Pages (for Proposal Volume III)

Attachment 6: Proposal Scoring Criteria and Weights

APPENDICES TO RFP:

Appendix 1: Terms and Conditions of Contract (with Sample Signature Page and Acknowledgment), including Health-Related and Pandemic-Related Requirements

- APPENDIX A Standard Clauses for New York State Contracts
- APPENDIX B Information Security

Appendix 2: Service Level Agreement [N/A]

Appendix 3: Supplier Diversity Provisions

FORMS REQUIRED TO BE SUBMITTED WITH PROPOSAL (for Proposal Volume I):

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

Proposals submitted via e-mail, when permitted by New York State, must include scans of original (wet) signatures and notarizations to be considered a valid Proposal.

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 X 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 X No ___]

Form 4: Diversity Practices Questionnaire **[Required: Yes X 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 X No ___]** Also see **Supplier Diversity Provisions** in Appendix 3

Form 6: RFP Checklist **[Required: Yes X No ___]**

**FORMS THAT MAY BE REQUIRED TO BE SUBMITTED BY PRESUMPTIVE
AWARDEE (PRE-CONTRACT, UPON REQUEST OF CUNY)**

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
- 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
- Form 9: New York State Vendor Responsibility Questionnaire (NYS VendRep)
- Form 10: New York City Vendor Qualification Questionnaire (NYC PASSport)
- Form 11: New York City Principal Questionnaire (NYC PASSport)

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

- Form 12: CUNY Substitute W-9 Form
- Form 13: Workforce Utilization Report
- Form 14: Supplier Diversity (MWBE/SDVOB) Quarterly Contractor Compliance & Payment Report
- Form 15: State Consultant Services – Contractor's Planned Employment [Consultant Disclosure Form A]
- Form 16: State Consultant Services Contractor's Annual Employment Report [Consultant Disclosure Form B]
- Form 17: Tax Law §5-a, Form ST-220-CA– Contractor Certification (to the University)
- Form 18: Tax Law §5-a, Form ST-220-TD – Contractor Certification (to the State)
- Form 19: Certified Weekly Payment Form (for building services and public works contracts)
- Form 20: Contractor's Safety Protocols

1. Introduction

1.1 Overview

For the project (“Project”) described in Section 3 and Attachment 3, The City University of New York (“CUNY” or “University”) on behalf of the University or on behalf of one of its Colleges (“College”) 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, licenses, and/or services (collectively “Services”). 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 must follow the format and instructions in **Attachment 1: Key Events and Dates; Designated Contact(s); Proposal Due Location; Contract Term** and must follow the format and instructions contained in this document including in all of the 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”)¹.

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 Key Events and Dates (*set forth in Attachment 1*)

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.

1.3 Contract Term (*set forth in Attachment 1*)

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

1.4 Procurement Lobbying Law Prohibits Contact Except with Designated Contact

Proposers are reminded that they are prohibited from contacting anyone at the University or College (such as employees, including staff and administrators, and Board of Trustees members) regarding this solicitation to attempt to influence (or to give the appearance of attempting to influence) the procurement during the period from before the date this RFP is issued (during the “Determination of Need” phase) until a Contract has been awarded, including obtaining approval by the State (or a decision not to pursue a Contract award is made).

All questions and/or requests for clarification concerning this solicitation must be

¹ n/a

submitted in writing 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**.

New York State Procurement Lobbying Law permits rejection of a Proposal if a Proposer has made any unauthorized contact during the Restricted Period (as defined in the Procurement Lobbying Law). 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.

1.5 Important Notices to Proposers

- a. Your receipt of this RFP does not indicate that CUNY has 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 whether a vendor satisfies the Minimum Proposer Qualifications, Vendor Responsibility, and any other requirements.
- b. Issuance of this RFP does not commit CUNY to award a Contract for Services and does not constitute an offer to contract; acceptance or evaluation of any Proposals does not commit CUNY to award a Contract for Services or constitute an offer to contract.
- c. 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 to the Evaluation Committee for further evaluation. ***Proposals submitted via e-mail require scans of original (wet) signatures and notarizations to be considered a valid Proposal.***
- 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, all required internal and external oversight approvals have been received or any pertinent pre-audit review period has elapsed, and CUNY has issued a Notice to Proceed to Contractor.
- e. Proposers shall be presumed conclusively 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 all obligations and 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).
- f. 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.

1.6 Reservation of Rights by University

1.6.1 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 accept the **Terms and Conditions of Contract** without qualification;
- b. alterations have been made to the RFP solicitation or any of its Forms or Attachments;
- c. a Proposer does not provide any part of the information or documents required by this RFP solicitation;
- 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. the Price 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.

1.6.2 In addition to any other rights described in this RFP and in law, CUNY reserves the right to:

- a. withdraw this solicitation at any time in the University’s sole discretion;
- b. waive any non-material requirements;
- c. cancel this solicitation;
- d. re-issue this solicitation;
- e. correct any arithmetic errors in Proposals;
- f. use any and all ideas submitted in the Proposals;
- g. negotiate modifications to the scope of work, Proposal Price, or components thereof with prospective awardee prior to tentative Contract award;
- h. (1) reject Proposals containing material variations, 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 arithmetic error(s) in Proposer’s Proposal Price, the University reserves the right to make the arithmetic correction(s) and deem the corrected amount the Proposal Price.

- i. seek clarifications, corrections, and revisions of Proposals;
- j. amend this RFP solicitation 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 Proposer with the next highest ranked Proposal score when discussions with a prospective awardee are terminated due to an impasse.

1.7 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 Proposer.

1.8 Additional Considerations – Workforce Development

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. Additional information is available at <https://www.cuny.edu/about/administration/offices/workforce/>.

2. Proposer Qualifications and Requirements

Specific Proposer Qualifications and Requirements are set forth in Attachment 2

Diversity Participation Goals are set forth in Attachment 2

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 Proposal does not demonstrate that the Proposer meets the Minimum Proposer Qualifications, it will be rejected as non-responsive. In addition, Proposer must ensure that any subcontractor or supplier (in either case, "Subcontractor")

used to perform any portion of the Services meets the Minimum Proposer Qualifications to the extent required by **Attachment 2**.

2.2 Preferred (Non-Mandatory) Proposer Qualifications

Qualifications that would be desirable in a Proposer but are not mandatory are set forth in **Attachment 2, Part II**.

2.3 Requirements

Sections 2.3.1 through 2.3.4 below describe the Forms Required to Be Submitted with Proposal (**Forms 1-6**) that Proposers must submit with their Proposals.²

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 Are Met. A statement certifying that the Proposer (and any subcontractors, if applicable) meets all the Minimum Proposer Qualifications (including Technical Requirements if any).
- b. No Conflicts of Interest. A statement affirming that neither Proposer nor any individual assigned to provide the Services to CUNY has any conflicts of interest with CUNY, its Colleges, or any of their respective governing bodies, constituent entities, 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.
- c. No Collusion. A statement affirming that Proposer has not colluded with anyone in connection with its Proposal 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 proposed exceptions that potential proposers raised, as provided herein and in Section 4.1 below. If Proposer wishes to request changes to the contract terms, then the Proposer must submit Proposer's exceptions to the RFP ("Proposed Exceptions") by the Due Date(s) established for "Submission of Written Questions" set forth in **Attachment 1**. CUNY will consider all requests for changes submitted

² 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. *In accordance with Section 1.2, all communications regarding this RFP must be with a Designated Contact (See Section 1.2).*

by the Due Date(s) and issue an Addendum that identifies all changes that CUNY agrees to make to the RFP. **CUNY will not consider or negotiate any Proposed Exceptions unless they are submitted by the Questions Due Dates in Attachment 1.**

- (ii) CUNY reserves the right to modify, supplement or replace the **Terms and Conditions of Contract**, reject any or all Proposed Exceptions submitted by any Proposer.
 - (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. By submitting a proposal to the RFP, Proposers are also agreeing to the additional provisions set forth below in Section 7 - Pandemic-Related and Health-Related Requirements.
 - f. Period of Validity. Proposer must certify that its Proposal, including the Price Proposal, 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 its Proposal, 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. 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 complete Form 4 - Diversity Practices Questionnaire as part of their Proposals. Visit: 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 goals (if applicable) set forth on **Attachment 2** to this RFP for New York State-certified Minority-Owned Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE", and, together with MBE, "MWBEs") based on the current availability of MWBEs in the aggregate), and for New York State-certified Service-Disabled Veteran-Owned Businesses ("SDVOB") (based on the current availability of qualified SDVOBs), to be part of the proposed team to provide the Services as subcontractors(s) or suppliers (the "Subcontractor(s)"). **MWBE and SDVOB vendors who are interested in subcontracting/supplier**

opportunities on CUNY procurements with Supplier Diversity Participation Goals, may express interest through the Sell to CUNY website (cuny.edu/selltocuny) under “Current Procurements.” 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 2**.

- 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. In order for a proposal to be considered responsive, Proposers must submit a **Supplier Diversity – MWBE/SDVOB Utilization Plan** and/or a **Request for Waiver** form that is accompanied by supporting documentation. See **Form 5**.

Sections 2.3.5 through Sections 2.3.12 describe additional Requirements for Proposers in connection with this RFP solicitation. Proposers must complete, sign and submit **Forms 7-19** (and any other documentation that CUNY may require) 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. Within 10 days of CUNY’s request, Contractor shall submit its **Minority- and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement**.
- b. 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 www.cuny.edu/sites/selltocuny/.

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 used 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 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.

If the Project involves consultant services, then, 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%7C_____3

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 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.

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 of the Labor Law. 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 or Article 9 of New York State's Labor Law, then 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.

Contractor will be required to submit to CUNY proof of adequate workers' compensation and disability insurance required by New York State law before commencing work.

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 who are eligible to work on the Project. Proposer acknowledges that before it authorizes any former CUNY employee (as hereinafter defined) to be part of its staff after receiving a tentative award, CUNY must first obtain an opinion from the New York State Joint Commission on Public Ethics that approves their participation in the Project. 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. 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. Contractor shall provide a copy of the JCOPE opinion to CUNY prior to providing any services. Contractor shall keep a copy of the JCOPE opinion on file in the Contractor's office and make it available for review by CUNY if requested.

2.3.11 Vendor Responsibility Information.

A contract award, if made at all, will be made on the "basis of best value to a responsive and responsible offerer" in accordance with New York State Finance Law §163. The prospective awardee of contracts will be required to provide vendor responsibility information to CUNY before a contract award is made.

- 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/vendrep/assistance.htm](#).

<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 or may contact CUNY or the Office of the State Comptroller's Help Desk.

- b. Proposers must submit to CUNY a hard copy of vendor responsibility forms for solicitations valued in excess of \$100,000 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 download these forms to complete 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/st220td_fill_in.pdf

3. Overview of CUNY and Scope of Work

3.1 Overview of CUNY

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 Overview of Scope of Work: Project Objectives and Scope; Detailed Specifications and Deliverables; and Contractor Responsibilities as *(set forth in Attachment 3)* describes:

- a. CUNY's objectives for issuing this RFP solicitation document,
- b. the services and/or commodities required to meet CUNY's needs,
- c. the technical specifications,
- d. the deliverables, and
- e. the performance standards that will be used to assess the Contractor's compliance with the Contract's requirements.

4. RFP Questions and Clarifications; Addenda to RFP

4.1 RFP Questions and Clarifications

Please submit all questions and/or requests for clarification concerning this solicitation and

any Proposed Exceptions in writing via email to the Designated Contact(s) as early as possible following receipt of this RFP and by the Due Dates and Times for Submitting Written Questions, all as set forth on **Attachment 1**. Questions received after the Due Dates and Times for Submitting Written Questions may not be answered. Each question must cite the particular page, section, and paragraph number, where applicable, to which it applies. If Proposers submit the questions and Proposed Exceptions to CUNY prior to the Due Dates and Times for Submitting Written Questions, then CUNY has the opportunity to address the questions and Proposed Exceptions in an Addendum to this RFP. The purpose of requiring all Proposed Exceptions prior to the Proposal Due Date and to address all Proposed Exceptions in the Addenda is to permit all Proposers to submit Proposals based on the same set of terms and conditions.

4.2 Addenda to RFP

All clarifications, corrections, interpretations, additions, amendments, and answers to all questions of a substantive nature and responses to Proposed Exceptions, together with the questions and Proposed Exceptions submitted, will be distributed in writing by email by the University as an Addendum (Addenda) to the RFP to each entity recorded as having requested or been sent a copy of the RFP and will be uploaded to the New York State Contract Reporter Website at <https://www.nyscr.ny.gov>. Each Addendum (all Addenda) 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. How to Submit a Proposal

5.1 Proposal Parts

Technical and Management Proposal Requirements (set forth in Attachment 4)

Proposal Price Breakdown Pages (set forth in Attachment 5)

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** and any other documents that are required by Attachment 2 of the RFP. Form 1 (page 1) will serve as a cover letter. **Form 1 must be signed by an authorized representative for Proposer.** 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.

Proposals submitted via e-mail require scans of original (wet) signatures and notarizations to be considered a valid Proposal.

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 5 in Volume III**. 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, Proposer must not include the amount of any such taxes in the Price Proposal.

5.2 Proposal Packaging

Proposer must submit its Proposal (including any excel spreadsheets) clearly labeled with Proposer's name and the RFP's Project name via e-mail with three (3) separate pdf attachments clearly named for Volume I (Forms), Volume II (Technical Proposal), and Volume III (Price Proposal). **New York State Executive Order 202 is providing a temporary exception such that the University is permitted to accept Proposal Submissions via email due to the health-related and pandemic-related concerns.*

The contents of the package must include:

- 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")
- *Proposals submitted via e-mail must include scans of original (wet) signatures and notarizations to be considered a valid Proposal.*

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 solicitation document in its entirety, including **Appendix 1: Terms and Conditions of Contract**; it accepts the terms of this RFP; and, it is able and willing to sign and execute the Contract if it is awarded the Contract.

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, without exception, accept **Appendix 1: Terms and Conditions of Contract**, as the Terms and Conditions may have been amended by Addenda issued to this RFP that may incorporate Proposed Exceptions and/or changes to address concerns that potential proposers raised.

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 the delivery of Proposals.
- **Proposals received after the Proposal Submission Due Date and Time 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 solicitation. Any changes to or attempts to change the RFP solicitation may render a Proposal non-responsive; any changes to the RFP solicitation are not binding on the University.

5.3.3 Confidentiality.

CUNY's records, including its solicitation documents, proposals received, and contracts, are subject to inspection pursuant to the Freedom of Information Law ("FOIL") 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**.

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 after the Proposal Submission Due Date.

5.3.6 Withdrawal of Proposal.

Proposals submitted, including Price Proposals, are firm and binding for 270 days. However, CUNY may consider a withdrawal of a Proposal only in the following cases:

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 request-to-withdraw letter may be submitted as an attachment to an email only if the original signed letter is then sent by United States mail to the Proposal Due Location.

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 this 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

Proposal Scoring Criteria and Weights (set forth in Attachment 6)

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 taking any exceptions,
- 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* or in Attachment 6 or both.

- a. **Form 4: Diversity Practices Questionnaire** from **Volume I** will be evaluated by the University's or College's Procurement Office if such Questionnaire is required by this RFP solicitation. 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 the Evaluation Committee's 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 the University’s or College’s Procurement Office. Then the members of the Evaluation Committee will meet as a group to discuss the Technical and Management Proposals. After such group discussion, the Evaluation Committee members will provide their individual final Technical Scores, which may or may not be the same as their preliminary Technical Scores, to the Procurement Office.

- c. **Volume III: Price Proposal** will be evaluated and scored by the University’s or College’s Procurement Office, while the Evaluation Committee is evaluating and scoring the Technical and Management Proposals. Only the University or College Procurement Office will be privy to pricing information until the Evaluation Committee members have completed and submitted all final scoring, including for Technical and Management Proposals and for the Oral Presentations and Product Demonstrations (if applicable) for the RFP.
- d. **Total Scores:** The University’s or College’s Procurement Office 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. The University’s or College’s Procurement Office will inform the Evaluation Committee members of the total scores of the Proposals.
- e. **Recommendation for Tentative Contract Award or Short-Listing:** The Evaluation Committee reserves the right to recommend (or not recommend) the Proposal with the highest Total Score to the University for tentative Contract award, or to short list the highest-scoring Proposers, as further provided in Attachment 6.
- f. **Short-Listing:** Short-Listed Proposers will be required to provide an Oral Presentation/Product Demonstration to the Evaluation 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 6) based on such criteria as:
 - the capabilities of the Proposer’s staff who will lead the Project
 - product demonstration and ease of use
 - 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 after the Proposal Submission Due Date and Time. The University’s or College’s Procurement Office will calculate the Short-Listed Proposers’ scores to identify the highest scorer, as further set forth in Attachment 6.

6.2 Best Value Evaluation Method

CUNY may make a tentative award of the Contract 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 solicitation and otherwise in accordance with the terms and conditions of this RFP solicitation.

6.3 Notification to Unsuccessful Proposers

After (and if) a firm has been identified for tentative 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. Pandemic-Related and Health-Related Requirements

7.1 By submitting a proposal to the RFP, Proposers are agreeing to the pandemic-related and health-related requirements set forth herein (“Health Requirements”). Without limiting the generality of the terms and conditions set forth in RFP and Contract, Contractor covenants, represents, warrants and agrees, at Contractor’s sole cost and expense, to comply, and to cause its employees, staff, principals, subcontractors, suppliers, agents, representatives, and invitees to comply, with requirements and guidance issued by the federal, state, and local governments and all agencies and instrumentalities thereof, relating to the pandemic-related requirements and health-related requirements, as the same may change from time to time, applicable to Contractor and its operations at the University and College, including, without limitation, with all permits and health care requirements and recommendations of the New York City Department of Health and New York State Department of Health (collectively, as they apply at the relevant time and to the area or operations in question, “Government Guidance and Rules”), such as, by way of example, ensuring physical distancing, conducting temperature checks, and supplying and enforcing the proper use of protective personal equipment, cleaning disinfectants, and hand sanitizer.

7.2 Contractor shall cooperate with the University and the College so that the University and College are able to effectively comply with all Government Guidance and Rules applicable to the University and College. Contractor shall, and shall cause all of its employees, staff, principals, subcontractors, suppliers, agents, representatives, and invitees to comply with the University’s and College’s rules and procedures, which may be provided and updated from time to time as needs and requirements change, in connection with any Government Guidance and Rules, which notice shall be provided to Contractor’s email address for notices.

7.3 In particular, but without limitation, Contractor shall, and shall cause all of its employees, staff, principals, subcontractors, suppliers, agents, representatives, and invitees to comply with the University requirements that all visitors planning to come to a CUNY campus for any reason for any length of time use the Everbridge app to take a Wellness Check Survey prior to entering a campus or building. A Visitor Guide and FAQs regarding use of the Everbridge app and the Survey are available at <https://cisweb.cuny.edu/health-screening-app/Visitors.pdf> and <https://cisweb.cuny.edu/health-screening-app/CUNY-Health-Screening-FAQs.pdf>. Contractor acknowledges and agrees that it will comply with the requirement that all individuals take the Everbridge app every time an individual comes to a CUNY campus.

7.4 Contractor’s safety protocols and plan to address health and safety concerns are annexed

hereto as Form 20 (“Contractor’s Safety Protocols”), Contractor agrees that it shall comply with its safety protocols. Contractor shall promptly notify College of any modifications to the Contractor’s Safety Protocols, and any proposed modification shall be subject to the College’s prior approval. Contractor agrees that Contractor’s Safety Protocols are not and shall not be deemed to be an assumption by, or transfer to, College of liability for such protocols, and that Contractor shall remain liable for establishing and implementing such protocols and for the acts and omissions of Contractor and its employees, staff, principals, subcontractors, suppliers, agents, representatives, and invitees.

7.5 Contractor acknowledges and agrees that the maximum number of persons permitted to enter the College campus or any particular building or area, may be modified by College or University due to pandemic-related and health-related considerations at any time during the Term.

7.6 Contractor shall promptly provide notice to the University or to the College, as applicable, with relevant details upon becoming aware of any individual who (a) accessed the University or College premises, and (b) tested positive for COVID-19 or became symptomatic for COVID-19 or was in close proximity to an individual who tested positive for COVID-19 or became symptomatic for COVID-19.

7.7 Contractor hereby acknowledges and agrees that Contractor’s use of the building and University or College premises, as applicable, will involve risks and hazards due to the health pandemic and that the health pandemic presents unique health risks, especially to those with underlying conditions, and that there may be other risks not known or reasonably foreseeable. Contractor shall advise all individuals accessing the University or College premises in connection with the Contract of the foregoing and shall ensure that such individuals have voluntarily accepted and assumed all of the risks associated with such access. Contractor agrees to fully indemnify, defend, and hold harmless the College, the University, DASNY, CUCF, the State of New York, and the City of New York, in accordance with the indemnification set forth in the Contract for any claims, causes of action, costs, fees, or the like related to COVID-19 or any related health pandemic by individuals accessing the building and University or College premises in connection with the work of the Contract.

7.8 Proposers and Contractor acknowledge that due to the effects of the health pandemic, the scope of the work and that the terms and conditions of this RFP and Contract may be subject to change in order to adhere to the Health Requirements including Government Guidance and Rules. In addition, Proposers and Contractor acknowledge that certain requirements and certain processes under the RFP and Contract may be modified based upon restrictions resulting from the health pandemic. College will endeavor to provide advance notice for such changes.

7.9 Contractor acknowledges and agrees that the inability of the College or University to provide access to the site to Contractor to perform maintenance or other services shall not void any warranties or guarantees available to the College or University under the Contract or at law. An extension of time shall be Contractor’s only remedy for any delays that may occur in connection with access to the College premises and Health Requirements. As applicable, to the extent the College is not open during the times preventative maintenance is scheduled to be performed, Contractor shall perform all past due maintenance immediately upon regaining access

to the facilities.

7.10 Notwithstanding anything to the contrary contained in the Contract, Contractor's failure to comply with the terms and conditions contained in the Health Requirements herein shall be a material breach of the Contract, and College reserves the right to cure such breach at Contractor's cost after providing notice of Contractor's default; however, given the serious nature of any default related to the Health Requirements herein, College shall not be required to provide Contractor with an opportunity to cure before College undertakes such cure at the cost and expense of Contractor, which cost shall be paid by Contractor promptly upon notification by College of the costs due.

7.11 Notwithstanding anything to contrary contained in the Contract, in the event of Contractor's breach of the terms of this Section, College shall have the right to cancel the Contract upon giving written notice to Contractor.

7.12 The provisions of these Health Requirements shall survive the expiration or earlier termination of the term of the Contract. In the event of a conflict between or among any laws, regulations, orders, directives, requirements, and the like, of federal, state, and local governments, courts, governmental authorities, legislative bodies, Guidance and Rules, and University requirements ("Laws/Requirements"), Contractor shall comply with the most stringent Laws/Requirements in each instance. In the event of a conflict between the terms and conditions of these Health Requirements and the terms and conditions of the Contract, the terms and conditions of these Health Requirements shall apply.

8. Contract Award Protest Procedures

Part 1: Intent

1.1. The City University of New York ("CUNY" or "University") offers any Protesting Party an opportunity to administratively resolve any Contract Award Protests as it relates to procurement actions pursuant to the *Procurement Policy and Procedures of The City University of New York* as adopted by the CUNY Board of Trustees on February 21, 2017 and amended on December 16, 2019. All such matters will be accorded full, impartial and timely consideration.

Part 2: Definitions.

2.1. As used herein, the following terms shall have the respective meanings set forth below:

CUNY or University – The City University of New York, including its Central Office, senior and community colleges, professional and graduate schools. For purposes of this Policy, "CUNY" and "University" also includes the following types of entities and their subsidiaries: college associations, student services corporations, childcare centers, performing arts centers, and art galleries. These Procedures do not apply to college foundations, separately incorporated alumni associations or auxiliary enterprise corporation; however, those entities are strongly encouraged to establish contract award protest procedures of similar scope to provide for open and free competition to the maximum extent practicable and consistent with the NYS Not-for-Profit Corporation Law.

Contract Award – a written determination by the University to an offeror stating that the University has accepted a bid submission, proposal or offer.

Designated Contact – the authorized procurement contact person for the subject procurement or contract during the procurement process, except where otherwise authorized by law or University policy.

Purchasing Director – CUNY College Director of Purchasing (or equivalent title) or designee who is directly responsible for the acquisition of goods and services at their respective CUNY college or school, including CUNY Central Office.

Protest – a written challenge by a Protesting Party to a Contract Award.

Protesting Party – an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

Vice President of Finance and Administration – CUNY College Vice President of Finance and Administration (or equivalent title) or designee, who is to receive, review and determine Contract Award Protests.

Solicitation or Contract Number – a unique identifier assigned by CUNY to each procurement and/or Contract Award.

Part 3: Submission of a Contract Award Protest.

3.1. After attempting to informally resolve any questions, the Protesting Party may submit a Protest to the Vice President of Finance and Administration, in writing, setting forth the basis on which the Protesting Party challenges a Contract Award by CUNY.

3.2. The Protest must include the following:

3.2.1. Name, address, e-mail address, telephone numbers of the Protesting Party or its Designated Agent.

3.2.2. Solicitation and/or Contract Number.

3.2.3. Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the Protesting Party.

3.2.4. Copies of all relevant documents.

3.2.5. Statement of the relief requested.

3.2.6. Request for a determination by the Vice President of Finance and Administration.

3.2.7. Information establishing that the protest or inquiry was timely filed in accordance with this Contract Award Protest Procedures.

3.3. Contract Award Protests concerning a pending or awarded contract must be filed by the Protesting Party within ten (10) business days of the earliest to occur of the following, as determined by the Vice President of Finance and Administration: (1) after the Protesting Party knows or should have known of the facts which form the basis of the protest; or (2) after the Protesting Party received a debriefing offered by CUNY. An untimely Protest will not be considered and will be returned to the Protesting Party.

3.4. All Protests must be sent by certified mail return receipt requested or a similar tracked mail delivery service to the Vice President of Finance and Administration at the address provided in the solicitation document for the Designated Contact.

3.5. A copy of all correspondence and supporting documentation accompanying a Protest must also be sent by certified mail return receipt requested or a similar tracked mail delivery service to the following two addresses:

3.5.1. University Office of Budget and Finance, Attn: Chief Procurement Officer, 230 West 41st Street – 5th Floor, New York, NY, 10036

3.5.2. University Office of the General Counsel, Attn: General Counsel, 205 East 42nd St – 11th Floor, New York, NY 10017.

3.6. The Purchasing Director may, at his or her discretion, suspend, modify, or cancel the disputed procurement action prior to the review or issuance of a formal dispute decision.

Part 4. CUNY's Review and Response of Contract Award Protest.

4.1. Upon receipt of the Protest, the Vice President of Finance and Administration shall review the documentation submitted by the Protesting Party and any other documents available to CUNY.

4.2 The Vice President of Finance and Administration, may take any action or make any requests he or she deems necessary in order to investigate the Protest in order to obtain all evidence and other pertinent information.

4.3. The Vice President of Finance and Administration, at his or her discretion, may convene an informal conference with the Protesting Party, and/or any other interested party to resolve the Protest by mutual consent.

4.4. The Vice President of Finance and Administration shall issue a written determination within thirty (30) business days after receipt of the Protest, where feasible.

4.4.1. The Vice President of Finance and Administration reserves the right to waive or extend the time requirements for decisions and final determination on appeals herein

prescribed when, in its sole judgment, circumstances so warrant.

4.5. A copy of the written determination, stating the reason(s) upon which it is based and informing the Protesting Party of the right to appeal the determination to the College President shall be sent to the Protesting Party or its agent by certified mail.

Part 5. Appeals.

5.1. The written determination rendered by the Vice President of Finance and Administration to resolve the Protest shall be final and conclusive, unless, within ten (10) business days after receipt of the written determination, the Protesting Party appeals the determination to the College President.

5.1.1. The appeal must be in writing and sent by certified mail return receipt requested or a similar tracked mail delivery service to the President at the address provided for in the solicitation document or as stated in the written determination sent by the Vice President of Finance and Administration.

5.1.2. A copy of all correspondence and supporting documentation to an appeal must also be sent by certified mail return receipt requested or a similar tracked mail delivery service to the following two addresses:

5.1.2.1. University Office of Budget and Finance, Attn: Chief Procurement Officer, 230 West 41st Street – 5th Floor, New York, NY 10036.

5.1.2.2. University Office of the General Counsel, Attn: General Counsel, 205 East 42nd St – 11th Floor, New York, NY 10017.

5.1.3. The College President, at his or her discretion, may designate a cabinet level employee of the College, other than the Vice President of Finance and Administration, to review relevant documents and make a final determination.

5.1.4. The College President, at his or her discretion may suspend, modify, or cancel the disputed procurement action prior to issuance of a formal appeal decision.

5.2. The final determination on the appeal shall be issued within thirty (30) business days of receipt of the appeal and shall be sent to the Protesting Party or its agent by certified mail.

5.2.1. The College President may take any action or make any requests he or she deems necessary, including extending the time to issue a decision in order to render a written decision on the appeal to the College President.

5.3. An appeal of the decision made by the Vice President of Finance and Administration shall not include new facts and information unless requested in writing by the College President.

5.4. Unless otherwise provided in Part 6 below, the decision of the College President shall be the

University's final and conclusive determination of the Protest.

Part 6. Appeals to the Office of the New York State Comptroller.

6.1. If the Contract Award let by the University is from a New York State operated institution, specifically including the senior colleges, and graduate, honors and professional schools, and the Contract Award is subject to approval of Office of the New York State Comptroller pursuant to State Finance Law section 112 and Education Law section 6218, or is otherwise submitted to the Office of State Comptroller for approval, then the Protesting Party may submit an appeal of the College President's determination to the Office of the New York State Comptroller in accordance with the guidelines on Contract Award Protest Procedure as fully set out at Part 24 of Title 2 of the New York Codes, Rules and Regulations.

Part 7. Legal Appeals.

7.1. Nothing contained in these provisions is intended to limit or impair the rights of any vendor to seek and pursue remedies of law through the judicial process.

ATTACHMENTS

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

Key Events and Dates

Event	Date	Time
RFP Release	Friday May 28, 2021	10:00AM
Submission of Written Questions Due Date	Thursday, June 3, 2021	5:00 PM
Expected Answer Issuance	Monday, June 7, 2021	
Proposal Submission Due Date and Time	Monday, June 14, 2021	5:00PM
Proposal Due Location: Please note: The College will not accept any Proposals received after Monday June 14, 2021, 5:00PM.		

QUESTION AND ANSWER PERIOD May 28 – June 3: Please **email** all questions to Daniel Dolan, Director of Procurement at ddolan@jjay.cuny.edu on or before the Submission of Written Questions Due Date: **June 3, 2021 @ 5:00PM.**

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 Request for Proposals solicitation and may be contacted by email for all inquiries regarding this solicitation:

John Jay College
524 West 59th Street
Attention: Daniel Dolan, Director of Procurement
E-mail: ddolan@jjay.cuny.edu

New York State Procurement Lobbying Law permits rejection of a Proposal if a Proposer has made any unauthorized contact during the Restricted Period (as defined in the Procurement Lobbying Law). 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.

Proposal Due Location:

As described in Section 5 “How to Submit a Proposal”, Proposer must submit its Proposal via e-mail in three (3) separate PDF attachments clearly labeled with (i) Proposer’s name, (ii) the RFP’s Project name (“Implementation of Website Redesign”) and (iii) the volume name (I, II, or III):

- *Volume I (Forms)*
- *Volume II (Technical & Management Proposal)*
- *Volume III (Price Proposal).*

The three separate PDF documents must be submitted via email on or before the RFP Response Due Date of **June 14, 2021, 5:00 PM** to:

John Jay College
Daniel Dolan, Director of Procurement

ddolan@jjay.cuny.edu

****New York State Executive Order 202 is providing a temporary exception such that the University is permitted to accept Proposal Submissions via email due to the health-related and pandemic-related concerns.***

Contract Term:

The contract term will be sixty-six months. Contractor shall complete the website implementation and launch services within four months from the date that CUNY issues a purchase order; after successful implementation and launch, Contractor shall provide one-year of website maintenance services as set forth herein as part of its Proposal Price, and Contractor shall provide website maintenance services for up to another four years at College’s option at the hourly price offered in the Proposal Price Breakdown Pages.

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

Part I: Minimum Proposer Qualifications [mandatory qualifications]:

CUNY seeks a firm with experience in providing these Services. To be considered for Contract award, the Proposer and any Subcontractor(s) must meet the following minimum qualifications:

- Three years' experience and success implementing website redesigns.
- Three sample projects in last 3 years (preferably at least one in higher education)
- Technical skill and proven success in delivering superior website development and implementation.
- Excellent English writing, editing, proofreading, and communication skills.
- Superior customer service skills and ability to meet during EST-time zone business hours as needed.

Part II: Non-Mandatory Proposer Qualifications:

Knowledge and experience working with John Jay and/or CUNY is valued and preferred.

Part III: Diversity Participation Goals

A. MWBE PARTICIPATION GOALS

a. CUNY has established a 30% participation goal (based on the current availability of qualified MWBEs) in the aggregate for New York State certified Minority-Owned Business Enterprise ("MBE") and Women-Owned Business Enterprises ("WBE", and, together with MBE, "MWBEs"), to be part of the proposed team to provide the Services as subcontractor(s) or suppliers (the "Subcontractor(s)"). Additional MWBE, SDVOB, and Equal Employment Opportunity requirements applicable to this RFQ and to the Contract are attached hereto as Attachment J.

b. Proposers may identify potential MWBE Subcontractor(s) by, among other means, referencing the directory of New York State certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>.

c. As part of the Proposer's response, a Supplier Diversity – MWBE/SDVOB Utilization Plan or a Request for Waiver form that is accompanied by supporting documentation must be submitted in order for the Proposal to be considered responsive. Contractor will be required to complete 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 CUNY Supplier Diversity forms and reports may be found at cuny.edu/vendorforms.

B. SDVOB PARTICIPATION

Although there is no specific participation goal for New York State certified Service-Disabled Veteran-Owned Businesses (“SDVOB”) in this solicitation, in recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Proposers/Contractors are strongly encouraged to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>. Any proposed participation should be documented in the Supplier Diversity – MWBE/SDVOB Utilization Plan submitted with the Proposer’s response.

Attachment 3: Project Objectives and Scope; Detailed Specifications and Deliverables; and Certain Contract-Specific Provisions

3. Project Objectives and Scope:

I. INTRODUCTION

The City University of New York (“CUNY” or “University”) is releasing this Request for Proposals to solicit responses from a full-service web design/development firm (“Proposer”) qualified to plan, execute, implement, and launch the website redesign of John Jay College’s website (the “Project”) by Fall 2021. The selected Proposer will have proven success in delivering superior implementation and back-end development, and have demonstrated expertise with public colleges and universities.

II. ABOUT JOHN JAY COLLEGE

John Jay College of Criminal Justice is a senior college of the CUNY system and an internationally recognized leader in educating for justice. Led by President Karol V. Mason, John Jay is a federally designated Hispanic-serving institution, it is ranked third in the nation in Black student success, and it is a top ten institution for promoting student social mobility. John Jay is proud to serve a diverse and dynamic student body of 15,000 students that includes nearly fifty percent students who are first in their family to attend college as well as students who are immigrants, from low-income families, or from other historically underrepresented groups.

The College participates in the doctoral programs of the Graduate Center of CUNY and offers bachelor’s and master’s degrees in traditional criminal justice-related fields as well as in a robust portfolio of liberal arts and sciences programs that highlight themes of justice across the arts, sciences, humanities, and social sciences.

III. OVERALL PROJECT GOALS

The overall goal of the website project is to create a dynamic, modern, and streamlined website that effectively conveys our current vision and positioning to our primary audiences including: prospective students and parents, current students, faculty, staff, thought leaders, external media, community and government leaders, donors and supporters. Contractor will provide services to implement and launch the redesigned website so that it will be easy to navigate and for viewers to focus on John Jay’s core priorities:

Student Success: John Jay has great success in preparing students to become leaders in the fields of criminal and social justice, and is a leading incubator for developing data-driven strategies to address the nation’s completion crisis and promote social mobility.

Research & Innovation: John Jay is a leading center for advancing research and innovation in the fields of criminal and social justice.

National Convener: John Jay is a unique academic forum for non-partisan, evidence-based discussions about justice in all of its dimensions.

IV. PROJECT OVERVIEW

The College has undertaken the redesign of our College website in two phases. Phase One of the project has been completed. In Phase One, we conducted extensive input sessions with our key department leaders across the campus and created a new website design and improved navigation. This RFP and the contract that results from it concerns Phase Two of the project, in which we seek a website development firm to plan, execute, implement and launch the redesigned website.

A. COMPLETED: WEBSITE DESIGN

John Jay College has a new website design and improved navigation plans that includes the following:

- New sitemap structure in Slickplan
- New Homepage design for desktop and mobile
- 24 top-level page designs
- User Interface (UI) kit with design blocks and functionality modules available to be developed into:
 1. a variety of custom templates for approximately 2,400 main website pages;
 2. one custom template for ~800 news pages; and
 3. one custom template for ~800 faculty profile pages

B. SUMMARY OF THIS PROJECT: IMPLEMENT WEBSITE REDESIGN

Through this RFP, we are seeking a full-service web design/development firm (“Contractor”) to provide for the Proposal Price the following:

- integrate and develop the designed pages for the 24 top-level pages;
- create a variety of custom templates for ~2,400 sub-level pages, ~800 news pages, and ~800 faculty profile pages;
- provide content review, consolidation, and editing of the four top levels of pages;
- provide for both a test and production environments and ensure the production site is balanced across multiple hosts;
- deploy Drupal 9 development and production environments on college provided servers;
- migrate functionality from Drupal 7 (our current CMS) to Drupal 9;
- provide integrations with google analytics; between Drupal 9 development and production environments; with GitHub for members of the marketing team; and with the college federated login system to allow for authentication and content updates;
- provide end user training;
- conduct testing and troubleshooting before launch; and
- provide post website launch and maintenance support.

In order to meet the goals of the project outlined above, the Contractor must be a full-service operation that creates, plans, and manages all aspects of the project, from specified criteria to deliverables described more fully below. Contractor must have deep expertise and high-level knowledge in planning and project management, content review and creation, and site development, programming and deployment. Contractor will be responsible for assigning a project lead/manager to work closely with

the College's internal project team in order to complete the project in a timely manner. If Contractor is advised that any Services provided are unsatisfactory, then Contractor shall re-perform such Services until College is satisfied.

Contractor will work with the College's project team to build a website that meets our needs using the design files and deliverables provided by the redesign firm. Contractor will build the redesigned website with responsive design for an intuitive user experience, to meet all technical requirements to ensure accessibility for individuals with disabilities [as required by federal law](#), and migrate the site content from the Drupal 7 to Drupal 9 platform.

3.1 Detailed Specifications and Deliverables:

DETAILED SPECIFICATIONS, TECHNICAL REQUIREMENTS, & KEY DELIVERABLES/MILESTONES

A. DETAILED SPECIFICATIONS

Contractor shall perform the Services as described in this RFP, and otherwise in accordance with the Contract. Contractor shall perform all Services to the satisfaction of CUNY in all respects. All responsibilities and obligations set forth herein are directed at Contractor unless specifically stated otherwise.

1. Planning & Success Metrics:

- Create and execute a project implementation plan - with timelines, milestones, phases, and process – to ensure high quality project completion on time and within budget.
- Identify success benchmarks for assessing the success of the redesigned website and incorporate College feedback or requirements into the benchmarks and create a protocol for measuring the benchmarks after the completion of the contract. All benchmarks will be subject to the approval of the College. Initially, the benchmarks may include, but are not limited to:
 - Number of site visits
 - Number of applications, inquiries, and leads from online portal
 - User behavior metrics including time on site and number of pages viewed (reflecting user engagement)
 - Student, staff, and faculty satisfaction
 - Load times from various locations around the world as measured by Google site speed
 - Number of website stability issues (reflecting reliable and easy to maintain website)
 - Recognition by external parties for the site's design

2. Development/Coding:

- Develop a new website using the new website designs, site architecture, and sitemap.
- Integrate and develop homepage and top-level subpage designs in Drupal 9.
- Develop the design blocks and functionality modules provided in the UI kit in Drupal 9.
- Develop flexible page templates based on the page designs and UI kit in Drupal 9.

3. Templates:

Except for the custom-built homepage and 24 top-level subpages, use the design blocks and functionality modules provided in the UI kit appropriately throughout the site pages and assign flexible page templates appropriately to all the web pages, including ~2400 main site pages, ~800 news pages, and ~800 faculty profile pages.

4. Content Review/Writing/Editing/Population & Multimedia Selection:

- Recommend content consolidation/deletion for clarity and ease of access and navigation consistent with approved sitemap.
- Integrate existing and new content and write/edit text as needed for the top three levels of pages (and in selected areas, top four levels of pages) in the main menu areas (approximately ~800 pages): About John Jay, Admissions, Academics, Student Life, Student Resources, Research, News & Events ensuring:
 - Brand positioning and search engine optimized headlines and sub-headlines
 - Engaging calls to action
 - Key messages and description of main visual concepts with captions, descriptions, and tags as needed
 - Brand voice copy editing and writing.
- Select photo and video for approval using John Jay assets and stock images and clips accessible to the College.
- Review and provide editorial (text and image editing) and proofreading support for the remaining pages in the site.
- Provide two rounds of revisions of website text for approval and make revisions based on feedback from internal project team.
- Provide internal users with editing interfaces needed for content review and for viewing different template options.
- Customize metatags with a focus on SEO best practices.
- Populate content according to approved copy and final sitemap.

5. Migration:

- Migrate the main site content with the newly designed page templates and modules, and the revised content. The site includes the following directories:
 - Main directory – approx. 2400 pages
 - News directory – approx. 800 pages
 - Faculty directory – approx. 800 pages
- Ensure all migrated content is accurate, visually appealing, and in the right menu structure as per the new sitemap. Manage any orphan/unstructured pages that remain – working collaboratively with internal project team to ensure that every page is correctly placed in the new sitemap.
- Implement social media integration and data tracking / Google analytics.
- Ensure customized SEO preservation and implementation, including correct format for page titles, headers, meta-information (description, title, content type, description, viewport, keywords) and alt tag for images as part of the HTML, as well as 301 Redirects, H1, H2, H3 tag usage, proper internal linking, and crawler/bot-accessible robots file with ability to auto-populate these elements.
- Troubleshoot to ensure the migrated site is stable and functioning smoothly.

6. Testing:

- Test site for performance, responsiveness, and quality assurance on:
 - mobile (iOS and Android) and
 - operating systems (latest versions of Internet Explorer, Edge, Safari, Chrome, and Firefox).
- Test the site's search, translation, and other features for functionality and effectiveness
- Preview the new site with key stakeholders identified by internal team for final review and feedback in a password-protected location.
- Conduct user-testing sessions to uncover any usability and accessibility issues.

7. Training:

- Conduct training for project team and web coordinators with the new site in Drupal 9, covering topics to include (i) creation of new content, (ii) editing existing content, (iii) user management, and (iv) Google Analytics reporting and analysis for key areas such as recruitment.

8. Pre-Launch & Launch:

- Launch the newly designed and built site with no interruption in access to the College website.
- Report on College-identified success benchmarks at launch.
- During and after launch, troubleshoot and fix any issues with the redesigned web pages to ensure that everything is implemented and performing as expected.

9. One-Year Website Maintenance Services (with four one-year renewal options):

- As part of Proposer's Proposal Price, provide 20 hours per month of website maintenance and optimization services to ensure smooth functioning of the website for a one-year period after launch, including:
 - Website software and plugin updates
 - Graphic design support
 - Site content updates and improvements
 - Automated daily backups
 - Daily real-time website security checks
 - General bug fixing
 - New browser bug fixing updates
 - New operating system bug fixing
 - Assistance moving additional content and pages to the new site
 - Reporting on agreed upon website success benchmarks at periodic intervals

10. Website Maintenance Services for years 2 through 5 (at College's option):

- Provide website maintenance and optimization services to ensure smooth functioning of the website for years two through five after launch at hourly rate offered by Proposer, including:
 - Website software and plugin updates
 - Graphic design support
 - Site content updates and improvements
 - Automated daily backups

- Daily real-time website security checks
- General bug fixing
- New browser bug fixing updates
- New operating system bug fixing
- Assistance moving additional content and pages to the new site
- Reporting on agreed upon website success benchmarks at periodic intervals

B. TECHNICAL REQUIREMENTS FOR WEBSITE IMPLEMENTATION

The website must meet the following technical specifications in Drupal 9 on the assigned College servers:

- Responsive, secure, and fully accessible for those with disabilities (as specified at <https://wave.webaim.org/>) on mobile/tablets (iOS and Android) and operating systems (latest versions of Internet Explorer, Edge, Safari, Chrome, and Firefox)
- Translation functionality for multiple languages
- Maintain existing content management editorial workflow with enhanced efficiency where possible and implementation of categorization for different content types (papers, blogs, videos, social lists, infographics, etc.)
- API export functionality
- Implementation of robust and easily configurable UI design and page templates
- Intuitive navigation with related links and search bar
- Google search capability – intelligent, dynamic search capability with quick results, accuracy, and relevance
- Flexible, easily configurable implementation and integration of:
 - Social media feeds, including Twitter, Instagram, LinkedIn, You Tube
 - Video (embeds and links), including You Tube and Vimeo
 - Multimedia content (e.g., video, audio, slide shows, photo galleries)
- Calls to action functionality (sticky links, embedded forms, etc.)
- News feeds from News blog content and other data sources
- Embedded current Events Calendar system (Events Manager vendor product) with new design, minimal configuration and maintenance
- Embedded Google Analytics for assessing performance, planning campaigns, and measuring results
- Scalable architecture for content growth and high performance
- Prioritization for customized rather than standard solutions as appropriate
- System updates and maintenance ease – with appropriate customized solutions
- Multi-factor Authentication (MFA)
- Federate Authentication with the college ADFS environment to provide logins for departmental content updates
- Permissions management and version control (with GitHub); full content revision history with retention policy rules; full change history identifying user and date
- Ability to purge unused and old elements and archive content
- Password-protected content as needed

C. KEY DELIVERABLES / MILESTONES

1. **Planning & Success Metrics:** project implementation plan document with timelines, milestones, phases, and process
2. **Development/Coding:** development in Drupal 9 of the homepage design, 24 top-level subpages, page templates, design blocks and modules in UI kit
3. **Templates:** assignment of appropriate page templates for all site pages
4. **Content Review/Writing/Editing/Population & Multimedia Selection:** completion of content for top four levels of content and appropriate editing for remaining site pages.
5. **Migration:** migrated content is accurate, visually appealing, and in the right menu structure as per the new sitemap.
6. **Testing:** one User testing session to uncover any usability and accessibility issues; and high performance in various browsers and mobile devices with fast load times
7. **Training:** One training session on the new website in Drupal 9, including pulling Google Analytics reports for key areas such as recruitment.
8. **Pre-Launch & Launch:** High-performing website built and launched on Drupal 9 platform that incorporates new designs created by the design firm, with scalable architecture, intuitive navigation, actionable content, and easy to use back-end user interfaces.
9. **One-Year Website Maintenance Services:** A one-year retainer to provide up to 20 hours per month of maintenance and optimization services, including general bug fixing, real-time security checks, Google analytics tracking and reporting, proactive SEO and automation improvement recommendations, and support for the implementation of functionality (i.e. new Drupal widgets, etc.).

3.2 Certain Contract-Specific Provisions

Contractor Responsibilities – General

3.2.1 Subcontracting.

CUNY reserves the right to require that any previously approved subcontractor be removed from the Project, and Contractor shall promptly remove any such subcontractor following notice from CUNY.

3.2.2 Location of Services.

Contractor shall perform the Services at the campuses and buildings of CUNY Colleges and Central Office as required. Contractor shall provide and use its own equipment for its onsite staff providing the Services.

3.2.3 Project Team

- 3.2.3.1 Upon request, 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.
- 3.2.3.2 All designated and replacement, if any, Contractor Project Team and Key Team Members are subject to CUNY's prior written approval.
- 3.2.3.3 Contractor shall make best efforts to maintain continuity of the Contractor Project Team and Key Team Members. Contractor shall not change any Project Team or Key Team Members without prior written permission of the College.
- 3.2.3.4 Contractor shall designate in writing to CUNY a senior manager of Contractor as the Contract project manager for this project ("Senior Manager"). 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.
- 3.2.3.5 For any change of Senior Manager and during any 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.
- 3.2.3.6 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 Contract with any other members of Contractor's organization.

3.2.4 Communications

Contractor and any of its officers, employees, agents or subcontractor(s) are prohibited from making any statement to the press or issues any communication or publication concerning, or related to, the Project.

3.2.5 Document Delivery

- 3.2.5.1 Contractor shall provide all draft versions of the Deliverables (as described in this RFP and the Contract) to CUNY in sufficient time for CUNY review, including time to make modifications requested and to provide re-review, as needed and approval.
- 3.2.5.2 Contractor shall transmit each Deliverable to CUNY with a dated and signed transmittal letter.

3.2.6 Return of CUNY Information at Termination

Within ten (10) calendar days of termination of Services for any reason, Contractor shall, with respect to all CUNY documents and data, in whatever media, whether originally provided or created during performance of the Services:

- a. return them to CUNY; and
- b. destroy data and provide independent certification of destruction of all copies.

3.2.7 Invoices

- 3.2.7.1 Contractor shall submit invoices to John Jay College's Accounts Payable Department at a time interval and in a format approved by John Jay College.
- 3.2.7.2 Contractor shall provide sufficient and appropriate documentation with invoices. CUNY reserves the right to request additional information at any time.

3.2.8 Miscellaneous

- 3.2.8.1 Note: College will identify a Contract Manager to act as the liaison with the Contractor.
- 3.2.8.2 Contractor acknowledges and agrees that College will not provide clerical support.
- 3.2.8.3 Contractor acknowledges and agrees that CUNY will pay Contractor only upon acceptance of properly prepared invoices with sufficient supporting documentation.
- 3.2.8.4 CUNY will not pay Contractor for work performed beyond the scope of this Project or for any change order not duly authorized.
- 3.2.8.5 Contractor acknowledges and agrees that Contractor will not be provided computer time or the use of computer hardware and software.

Attachment 4: Technical and Management Proposal Requirements

For Proposal Volume II

As described above in Section 5 “How to Submit a Proposal” and Attachment 1, all Proposals must be submitted via e-mail in three (3) separate PDF attachments clearly labeled with (i) the Proposer’s name, (ii) the RFP Project’s name, and (iii) the Volume name (I, II, or III):

- Volume I (Forms),
- Volume II (Technical & Management Proposal), and
- Volume III (Price Proposal Response).

The Volume II Technical & Management Proposal will include three parts:

1. Part I – Company Background

- (1) **Proposer’s** name and address and, if applicable, EIN. Also indicate the type of entity, for example, a corporation, partnership, or public organization.
- (2) Name and title, address, email and telephone number of the person who receives correspondence and is authorized to make decisions or represent the Proposer. If these persons are different, include information for both.

2. Part II – Company Experience & Project Plan Response

Part II must include a **description of the Company Background and Experience**, including:

- (1) **Key Personnel – Experience:** Biography and/or resumé for each key executive and functional leader, including all initial and planned replacement personnel who would provide services to the College. Indicate the roles they would play and describe their experience in performing the Services. For each, please include length of tenure with Proposer’s organization.
- (2) **Firm – Years in Business & Established Policies:** Total number of years Proposer has been in its current business, years providing the services solicited as part of this RFP, and established policies for security and data integrity.
- (3) **Company Experience with CUNY or in Higher Education**
- (4) **Drupal Expertise:** Evidence of history of active participation in CMS user community at Drupal.org.
- (5) **Links to Sample Work:** At least three sample website development projects within the last three years (preferably at least one from a higher education institution) that demonstrate expertise and experience in:
 - a. Drupal development, configuration, and setup
 - b. Web development and migration; skilled integration of web design to enhance web usability, user experience, and accessibility.
 - c. Google Analytics, SEO

- d. Project management skills and experience with project management tools, specifically Slickplan.
- (6) **References:** Identify related project with link and provide current contact information for project lead.

3. **Part III - Description of Proposed Project Plan, Staffing, and Schedule**, including:

- (1) **Narrative Description of Project Plan:** Describe project plan including approach to meeting the goals and requirements of the project, project organization, proposed communications and coordination procedures to accomplish the work that demonstrates a thorough understanding of the tasks, and description of the processes planned for both maintenance and support of any systems or as needed improving and updating systems under the service contract.
- (2) **Description of Staffing Assignments & Task Allocation:** Proposed staffing plan for rendering the Services required by this RFP, identifying Project Team and Key Team Members (including if plan to use any former CUNY employees triggering JCOPE filing requirement).
- (3) **Estimated Project Schedule:** Describe the process and timeline for rendering the Services with milestones (including, as relevant, implementation, end-user training and operationalizing any systems).
- (4) **Value Added:** Discuss any additional value, expertise, processes, technology, solutions, and the like to further the goals of the Project that Proposer can provide.

Attachment 5: Proposal Price Breakdown Pages for Proposal Volume III

Proposers must complete ALL line items in order for the Price Proposal to be deemed responsive. Failure to do so will result in the rejection of your firm's Proposal. Proposers shall provide a flat rate (lump sum) for all nine (9) Milestones as described in Attachment 3. In addition, Proposers must provide pricing for hourly support services that may be elected at the College's option.

Proposers are reminded that the support services after the first year may be exercised at the College's option, so the projected hours are estimates to be used for Proposal evaluation only; the hours actually required be less or more than estimated, and no representations are being made regarding the hours required. The Proposal Price does not equal the Contract Price.

If Proposer is charging \$0 for a specific Task/Service, then state \$0.00 for that Task/Service. Project management services must be incorporated into the price of each of the tasks, where appropriate. Each Task/Service is deemed separate and must be priced separately.

Task	Installment Amount Payable
MILESTONES 1, 2, & 3 (Milestone 1 (Planning & Success Metrics), Milestone 2 (Development/Coding), and Milestone 3 (Template Assignment)):	\$
MILESTONES 4 & 5 (Milestone 4 (Content Review/Writing/Editing/Population & Multimedia Selection) & Milestone 5 (Migration)):	\$
MILESTONES 6, 7, & 8 (Milestone 6 (Testing), Milestone 7 (Training), & Milestone 8 (Launch)):	\$
MILESTONE 9 (One-Year Service Contract) :	\$
Support Services for Years 2-5 (University's option): Hourly Rate Offered \$ _____ x 240 hours =	
Proposal Price =	\$

PROPOSAL PRICE (NUMERIC): \$ _____

PROPOSAL PRICE (WRITTEN): _____ **_DOLLARS**

Attachment 6: Proposal Scoring Criteria and Weights

SELECTION METHODOLOGY

College will select the Proposer that offers the best value solution for the College. Applications will be evaluated according to best value in each of the following areas:

Company Experience & Quality of Project Plan: 65%

Pricing: 30%

MWBE Participation: 5%

Company Experience & Quality of Project Plan: 65 Total Points

A. Company Background and Experience...25 Points

1. Key Personnel – Experience
2. Firm – Years in Business and established policies for security and data integrity
3. Company experience with CUNY or in higher education
4. Drupal expertise as evidenced by history of an active participation in proposed CMS User community (Drupal.org)
5. Links to samples of active websites developed within the last 3 years (minimum three samples but no more than 10 samples), ideally that directly relate to higher education and/or non-profits and/or government
6. Two References – identify related project with link and provide current contact information for project lead.

B. Quality of Approach/Organization, Staffing, and Schedule: ...40 Points

Project plan description to include:

- a. Narrative description of project organization, proposed communications, and coordination procedures to accomplish the work that demonstrates a thorough understanding of tasks;
- b. Description of staff assignments and task allocations; and
- c. Estimated Project Schedule to accomplish the work with milestones.

Pricing: 30 Total Points

MWBE Participation: 5 Total Points

APPENDICES

Appendix 1
Terms and Conditions of Contract

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into as of the _____ day of _____, 20____, by and between The City University of New York on behalf of _____ ("University"), located at _____, New York _____, and _____ ("Contractor"), located at _____.

1. The University engages Contractor to provide the services set forth in the Scope of Work in Exhibit 3 attached (the "Services"), and Contractor agrees to perform the Services as directed by the University and to provide all necessary staff support and administrative services connected therewith in accordance with the terms and conditions herein, including New York State Appendix A.

2. The term of this Agreement is from _____ through _____.

3. In return for satisfactory performance of the Services, Contractor shall receive _____ dollars (\$_____) in consideration, to be paid according to the Payment Terms in Exhibit 3 attached hereto. In order to be paid, Contractor shall complete, sign, and submit the Independent Contractor Service Claim for Payment attached hereto as Exhibit 1, together with each invoice, to the address set forth in Exhibit 3. Exhibit 3, attached, is _____ pages.

4. Contractor is obligated to submit New York State-required forms described in Exhibit 2 if it is receiving payment of at least \$20,000 from the University. See paragraph 15 of Terms and Conditions (page 5).

5. This Agreement will have no force and effect and neither the University nor the State of New York bears any liability unless and until all review and approval processes pursuant to governmental policies, practices, and requirements are completed, which processes may include, without limitation, approval by the New York State Comptroller or the New York City Comptroller or the elapsing of the pertinent pre-audit review period.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

CONTRACTOR

EIN (leave blank if SSN): _____

THE CITY UNIVERSITY OF NEW YORK

on behalf of _____

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name of authorized representative)

Name: _____
Title: (print name of authorized representative)

Title: _____
(print title of authorized representative)

(print title and College of authorized representative)

* * * * *

This Agreement was prepared and submitted to the Purchasing Department by:

print name and title of preparer

signature

and processed by the following individual in the Purchasing Department:

print name and title of Purchasing Department processor

signature

This agreement contains this cover page, a notary page, eight pages of terms and conditions, and the following exhibits:

Exhibit 1 – Independent Contractor Service Claim for Payment

Exhibit 2 – Disclosure of Employment and Annual Employment Report

Exhibit 3 – Scope of Work and Payment Terms

Independent Contractor Agreement

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.

Independent Contractor Agreement

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

Independent Contractor Agreement

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. 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 Proposers/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 commercial general liability insurance issued in Contractor's name by a licensed carrier authorized to do business in New York, in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. 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 (Exhibit 3) attached hereto 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.

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, and (iii) Exhibit 3 (Scope of Work and Payment Terms).

(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.

15. All independent contractors and freelancers are protected from employment discrimination and harassment under the City Human Rights Law. Pursuant to N.Y.C. Admin. Code § 8-107(23), if a Contractor works for the University for: (1) more than 80 hours in a calendar year; and (2) for at least 90 days (need not be consecutive days), then Contractor and its employees providing services under this Agreement must take sexual harassment prevention training, such as that provided by the City of New York at <https://www1.nyc.gov/site/cchr/law/sexual-harassment-training.page>, and must provide proof of completion of training to the College Procurement Department.

16. 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, [Form A](#) "Contractor's Planned Employment", described in Exhibit 2, 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, [Form B](#) "Contractor's Annual Employment Report" described in Exhibit 2. These forms are available at <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm>

NYS 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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.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.

Health-Related and Pandemic-Related Requirements

A. By responding to this RFP solicitation and submitting a Proposal, Proposers are agreeing to the additional provisions in this health-related and pandemic-related Rider to this RFP ("Rider"), which are applicable when and if the College issues a Purchase Order or Contract pursuant to the RFP. The vendor or supplier named on page 1 of any Purchase Order or Contract issued by the College pursuant to the RFP shall hereafter be referred to as "Contractor." Without limiting the generality of the terms and conditions set forth in RFP, the Purchase Order or the Contract, Contractor covenants, represents, warrants and agrees, at Contractor's sole cost and expense, to comply, and to cause its employees, agents, staff, principals, subcontractors, suppliers and the like to comply, with both guidance (to the extent reasonably possible) and requirements issued by the federal, state and local governments and all agencies and instrumentalities thereof, relating to the novel coronavirus COVID-19 or other pandemic, and health-related requirements, as the same may change from time to time, applicable to Contractor and its operations at the Work site, the building, and the College campus, as applicable, including, without limitation, with all permits and health care requirements and recommendations of the New York City Department of Health and New York State Department of Health (collectively, as they apply at the relevant time and to the area or operations in question, "Guidance and Rules"), including, without limitation, those related to COVID-19. Contractor agrees to ensure social distancing, temperature checks, and to supply appropriate personal protective equipment, including but not limited to masks, cleaning supplies and disinfectants, and hand sanitizer. Contractor shall cooperate with College so that College is able to effectively comply with all Guidance and Rules applicable to the Worksite, the building and the College campus, as applicable. Upon receipt of notice by email to the email address provided by Contractor in the Purchase Order or Contract ("Contractor's Email Address"), Contractor shall, and shall cause all of Contractor's employees, agents, staff, principals, subcontractors, suppliers and the like to comply with College's and University's rules and procedures (which may be provided and updated from time to time as requirements change) in connection with any Guidance and Rules.

B. Contractor acknowledges and agrees that the maximum number of persons permitted to enter the Work site, building or College campus, as applicable under the Purchase Order or Contract, may be modified by College or University due to COVID-19 considerations at any time during the contract term. College will provide notice to Contractor's Email Address of any such required modifications.

C. Contractor shall promptly provide notice to College to the email address provided by College in the Purchase Order or Contract ("College's Email Address") upon becoming aware of any individual that accessed the Work site and/or the building and/or College campus and tested positive for COVID-19 or became symptomatic for COVID-19, or was in close proximity to an individual that tested positive for COVID-19 or became symptomatic for COVID-19.

D. Contractor hereby acknowledges and agrees that Contractor's use of the Work site, building and College campus, as applicable, will involve risks and hazards due to the COVID-19 pandemic and that COVID-19 presents unique health risks, especially to those with underlying conditions, and that there may be other risks not known or reasonably foreseeable. Contractor shall advise all individuals using the Work site, building and/or the College campus under the Purchase Order or Contract of the foregoing and shall ensure that such individuals have voluntarily accepted and assumed all of the risks associated with using the Work site, building, and/or the College campus. Contractor agrees to fully indemnify, defend and hold harmless the College, the University, DASNY, CUCF, the State of New York and the City of New York, in

accordance with the indemnification set forth in the RFP for any claims, causes of action, costs, fees, or thelike related to COVID-19 by individuals using the Work site, building and/or College campus in connection with the work of the Purchase Order or Contract.

E. Proposer/Contractor acknowledges that due to the effects of COVID-19, the terms and conditions of this RFP and resulting purchase order or contract may be subject to change to adhere to New York State/City regulations, requirements and Guidance and Rules. In addition, Contractor acknowledges that certain requirements and certain processes under the RFP and any resulting Purchase Order or Contract may be modified based upon restrictions resulting from COVID-19 with advance notice to Proposers/Contractor.

F. No claim shall be made by Contractor or its employees, agents, staff, principals, subcontractors, suppliers, and the like, against College or University for any delays to the performance of the Work caused by College or University, including but not limited to, failure to provide access to the Site. As applicable, the inability of the College or University to provide access to the site to Contractor to perform maintenance or other services under any Contract or Purchase Order shall not void any warranties or guarantees available to the College or University under the Contract, Purchase Order, or at law. An extension of time shall be Contractor's only remedy for any delays. As applicable, to the extent the College is not open during the times preventative maintenance is scheduled to be performed, Contractor shall perform all past due maintenance immediately upon regaining access to the facilities.

G. College may terminate the Contract or Purchase Order for its convenience, without cause, for any reason, or for no reason, at any time. The College may cancel portions of the Work as the College deems in its best interests. Such right to terminate shall apply to all or a portion of the Work of the contract or purchase order.

H. Notwithstanding anything to the contrary contained in the Contract or Purchase Order, Contractor's failure to comply with the terms and conditions contained in this Rider shall be a material breach of the Contract or Purchase Order, and College reserves the right to cure such breach at Contractor's cost after providing notice of Contractor's default to Contractor's Email Address; however, given the serious nature of any default under this Rider, College shall not be required to provide Contractor with an opportunity to cure before College undertakes such cure at the cost and expense of Contractor, which cost shall be paid by Contractor promptly upon notification by College of such costs due.

I. Notwithstanding anything to contrary contained in the Contract, Purchase Order or this Rider, in the event of Contractor's breach of the terms of this Rider, College shall have the right to cancel the Contract or Purchase Order upon giving written notice to Contractor's Email Address.

J. The provisions of this Rider shall survive the expiration or earlier termination of the term of the Contract or Purchase Order. In the event of a conflict between or among any laws, regulations, orders, directives, requirements, and the like of federal, state, and local governments, courts, governmental authorities, legislative bodies, Guidance and Rules, and University requirements ("Laws/Requirements"), Contractor shall comply with the most stringent Laws/Requirements in each instance. In the event of a conflict between the terms and conditions of this Rider and the terms and conditions of the Contract or Purchase Order, the terms and conditions of this Rider shall apply.

Appendix 3 Supplier Diversity Provisions

Contractor Requirements and Procedures for Participation by New York State-certified Minority, Women, and Service-Disabled Veteran-Owned Businesses and Equal Employment Opportunities for Minority Group Members and Women

This Appendix describes certain requirements and procedures applicable to the (1) Request for Quotes ("RFQ"), Invitation for Bids ("IFB"), or Request for Proposals ("RFP") of which this Appendix is a part, (the "Solicitation") and to all Respondents, and (2) any contract or purchase order resulting from this Solicitation (the "Contract") and to any contractor selected as a result of this Solicitation (the "Contractor"). The term "Respondent" as used herein shall mean any person or entity responding to the Solicitation, including, without limitation, Bidders responding to an IFB, Proposers responding to a RFP, or Respondents providing Quotes pursuant to an RFQ. Failure by any Respondent to timely provide any of the documents, plans, and the like contemplated in this Appendix that are required to be delivered to CUNY prior to Contract award shall be grounds for CUNY to reject such Respondents' Quote, Bid Submission, or Proposal as non-responsive. In addition, failure by any Contractor to comply with the any of the following requirements may, in the sole and absolute discretion of CUNY unless otherwise noted, result in a finding of non-responsibility and/or a breach of the Contract, leading to the withholding of funds, assessment of liquidated damages, suspension or termination of the Contract and/or such other actions or enforcement proceedings as allowed by the Contract, law or equity. Capitalized terms used but not defined in this Appendix shall have the meaning set forth in the Solicitation of which this Appendix is a part. The term "College-Designated Contact" as used in this Appendix shall mean the CUNY employee identified in the Solicitation for correspondence relating to the procurement of goods and/or services hereunder, including, without limitation, a "College-Designated Contact" identified in an IFB, a "Designated Contact" identified in an RFP, an "RFQ Administrator" identified in an RFQ, or the like. All forms required by the Appendix may be obtained from the College-Designated Contact or from www.cuny.edu/vendorforms, if not attached hereto.

1. Solicitation Provisions. The following provisions apply to the Solicitation and to any Contract awarded under the Solicitation. All Respondents responding to this Solicitation are subject to the following provisions.

A. New York State Law

Pursuant to New York State Executive Law Article 15-A, Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, and CUNY policy, CUNY is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises and the employment of minority group members and women in the performance of CUNY contracts.

Pursuant to New York State Executive Law Article 17-B, Parts 252 of Title 9 of the New York Codes, Rules and Regulations, and CUNY policy, CUNY is required to promote meaningful participation in public procurement by New York State certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Respondents are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

B. Business Participation Opportunities for MWBEs and SDVOBs

CUNY may have established (1) an overall participation goal for New York State-certified minority- and women-owned business enterprises (“MWBE”), and (2) specific participation goals for New York State-certified minority-owned business enterprises (“MBE”) and New York State-certified women-owned business enterprises (“WBE”), for the Contract (based on the current availability of qualified MBEs and WBEs) (collectively, “MWBE Goals”) and/or (3) an overall SDVOB participation goal for the Contract, based on the current availability of qualified SDVOBs (“SDVOB Goal”). The term “Supplier Diversity Goals” used herein shall mean any MWBE Goals, SDVOB Goals, or both, established by CUNY for the Contract. Any such Supplier Diversity Goals will be set forth in the Solicitation. If no Supplier Diversity Goals appear in the Solicitation, or if the Solicitation indicates that there are no Supplier Diversity Goals, then CUNY will be deemed to have set no Supplier Diversity Goals for the Solicitation and the Contract, and no Supplier Diversity Goals will apply.

As discussed further below, if Supplier Diversity Goals have been set for this Solicitation, the Contractor must document its good faith efforts to provide meaningful participation by MWBEs and/or SDVOBs as subcontractors or suppliers in the performance of the Contract. To that end, by submitting a response to this Solicitation, Bidder agrees that CUNY may withhold payment pursuant to any Contract awarded as result of this Solicitation pending receipt of the required MWBE or SDVOB documentation. For the purposes of providing meaningful participation by MWBEs and SDVOBs, the Respondents and Contractor should reference the directory of New York State Certified MWBEs found at: <https://ny.newnycontracts.com> and the list of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/>. For guidance on how CUNY will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8 in relation to MWBEs and 9 NYCRR §252.2(n) in relation to SDVOBs.

Bidder understands that only sums paid to MWBEs and SDVOBs for the performance of a commercially useful function, as that term is defined in 5 NYCRR §140.1 in relation to MWBEs and 9 NYCRR §252.1(f) in relation to SDVOBs, may be applied towards the achievement of the corresponding MWBE Goal and SDVOB Goal. For Contracts that are determined to be construction contracts by CUNY, acting in its sole and absolute discretion (“Construction Contracts”), the portion of a Construction Contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the Construction Contract. The portion of a Construction Contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. For all Contracts that are not Construction Contracts, the portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR §142.13 the Bidder acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and CUNY may withhold payment as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE Goals; and all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB Goals set forth in the Contract, shall be found to have breached the Contract

and Contractor shall pay damages as set forth therein.

By submitting a response to this Solicitation, the Respondent agrees to demonstrate and document its good faith efforts to achieve the Supplier Diversity Goals by submitting evidence thereof to CUNY, including, without limitation, all forms, documents, data, information, and the like contemplated in this Attachment. The Respondent, and any selected Contractor, shall submit all forms, documents and correspondence required to be submitted under this Appendix to the College-Designated Contact, in the form and manner required by CUNY, and to any other individual and address otherwise designated in writing by CUNY for such purposes from time to time. Notwithstanding anything to the contrary herein, if and to the extent required by CUNY from time to time, the Respondent and any selected Contractor shall submit all MWBE-related forms, documents, data, information, and the like contemplated in this Appendix electronically, including, without limitation, to the New York State Contract System (which can be viewed at <https://ny.newnycontracts.com>). Contractor shall make any such electronic submissions in the manner and format required by CUNY from time to time, and such electronic submissions shall be in addition to the original copies to be submitted to CUNY using the forms contemplated in this Attachment.

Additionally, if Supplier Diversity Goals have been set for this Solicitation, the Respondent agrees to submit the following documents and information as evidence of compliance with the foregoing:

- i. For RFQs and IFBs: The Respondent is required to submit a Supplier Diversity (MWBE/SDVOB) Utilization Plan ("Utilization Plan") using the form attached hereto within ten business days (or such shorter period as may be required by CUNY) after receiving notice from CUNY that the Respondent to an RFQ has been selected for Contract award or that the Bidder to an IFB is the apparent low bidder, as the case may be.
- ii. For RFPs: A Proposer is required to submit a Utilization Plan using the form attached hereto with its Proposal.
- iii. The Utilization Plan shall list the MWBEs and/or SDVOBs that the Respondent intends to use to perform the Contract, a description of the work that the Respondent intends the MWBE and/or SDVOB to perform to meet the Supplier Diversity Goals on the Contract, the estimated dollar amounts to be paid to a MWBE and/or SDVOB, or, if not known, an estimate of the percentage of Contract work the MWBE and/or SDVOB will perform.
- iv. CUNY will review the submitted Utilization Plan and advise the Respondent of CUNY acceptance or issue a notice of deficiency within 30 days of receipt.
- v. If a notice of deficiency is issued, the Respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the College-Designated Contact a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by CUNY to be inadequate, CUNY shall notify the Respondent and direct the Respondent to submit, within five (5) business days, a request for a partial or total waiver of the Supplier Diversity Goals using the Supplier Diversity (MWBE/SDVOB) – Request for Waiver Form ("Request for Wavier"). Failure to file the waiver form in a timely manner may be grounds for disqualification of the Respondent's Bid Submission, Proposal, or Quote, as the case may be.
- vi. In addition to and without limiting any rights CUNY may have, if the Supplier Diversity Goals have been set for the Solicitation, then CUNY may disqualify a Respondent as being non-responsive

under the following circumstances:

- a. If a Respondent fails to submit a Utilization Plan;
- b. If a Respondent fails to submit a written remedy to a notice of deficiency;
- c. If a Respondent fails to submit a Request For Waiver; or
- d. If CUNY determines that the Respondent has failed to document good faith efforts.

By signing the Utilization Plan, the Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future Bid Submissions, Proposals, or Quotes, and/or withholding of payments.

As discussed further below, the Contractor will be required to attempt to utilize, in good faith, any MBE, WBE, or SDVOB identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to CUNY, but must be made no later than prior to the submission of a request for final payment on the Contract.

If awarded a Contract, the Contractor certifies that it will follow the submitted Utilization Plan for the performance of MWBEs and/or SDVOBs on the Contract pursuant to the prescribed Supplier Diversity Goals. Contractor further agrees that a failure to use MWBEs and/or SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, CUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

If Supplier Diversity Goals have been set for the Solicitation, the Contractor will be required to submit a Supplier Diversity (MWBE/SDVOB) - Quarterly Contractor Compliance & Payment Report or on a form required by CUNY, along with supporting documentation, no later than the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the Supplier Diversity Goals of the Contract.

C. Equal Employment Opportunity Requirements

By submission of a Bid Submission, Proposal, or Quote in response to this Solicitation, the Respondent agrees with all of the terms and conditions of Appendix A, Standard Clauses for New York State Contracts, including without limitation Clause 12 - Equal Employment Opportunities for Minorities and Women. The Respondent shall submit to CUNY a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement in form and substance acceptable to CUNY and within 10 days of CUNY's request, as more fully described below.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

If awarded a Contract, the Contractor shall submit a Workforce Utilization Report and shall require each of its subcontractors to submit Workforce Utilization Reports, in such form, manner, and frequency as may be required by CUNY during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

2. Contract Provisions. The following provisions apply to any Contract awarded pursuant to this Solicitation that is described in paragraph A(i) below, and to any respective Contractor.

A. General Provisions

- i. Contractor and CUNY hereby agree that the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of New York Codes, Rules and Regulations (as amended or supplemented from time to time, the "MWBE Regulations") and New York State Executive Law Article 17-B and Parts 252 of Title 9 of New York Codes, Rules and Regulations (as amended or supplemented from time to time, the "SDVOB Regulations") shall apply to the Contract and are incorporated herein by reference if this is a contract (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- ii. The contractor to the subject contract ("Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to CUNY, to fully comply and cooperate with CUNY in the implementation of New York State Executive Law Article 15-A and Article 17-B, and the MWBE Regulations and SDVOB Regulations. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State certified minority, women, service-disabled veteran-owned businesses. The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 in relation to MWBEs and 9 NYCRR §252.2(n) in relation to SDVOBs shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state and local laws.
- iii. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, damages (including, without limitation, liquidated damages contained in this Attachment) or enforcement proceedings as allowed by the Contract, law, or equity.
- iv. Contractor shall submit all forms, documents, data, information, and the like required under this

Appendix to the College-Designated Contact, and to any other individual and address otherwise designated in writing by CUNY for such purposes from time to time. Notwithstanding anything to the contrary herein, if and to the extent required by CUNY from time to time, Contractor shall submit all forms, documents, data, information, and the like contemplated in this Appendix electronically. Contractor shall make any such electronic submissions in the manner and format required by CUNY from time to time, and such electronic submissions shall be in addition to the original copies to be submitted to CUNY using the forms contemplated in this Attachment.

B. Contract Goals

- i. CUNY may have established (1) an overall participation goal for New York State-certified minority- and women-owned business enterprises ("MWBE"), and (2) specific participation goals for New York State-certified minority-owned business enterprises ("MBE") and New York State-certified women-owned business enterprises ("WBE"), for the Contract (based on the current availability of qualified MBEs and WBEs) ("MWBE Goals") and/or (3) an overall SDVOB participation goal ("SDVOB Goal") for the Contract. Any such MWBE Goals and SDVOB Goal (collectively, "Supplier Diversity Goals") will be set forth in the Solicitation. If no Supplier Diversity Goals appear in the Solicitation, or if the Solicitation indicates that there are no Supplier Diversity Goals, then CUNY will be deemed to have set no Supplier Diversity Goals for the Solicitation and the Contract, and no Supplier Diversity Goals will apply.

For purposes of providing meaningful participation by MWBEs on the Contract and achieving any MWBE Goals, the Contractor should reference the directory of MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

For purposes of providing meaningful participation by SDVOBs on the Contract and achieving any SDVOB Goals, the Contractor should reference the list of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans>. Questions regarding compliance with SDVOB Goals should be directed to the College-Designated Contact. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- ii. Pursuant to 5 NYCRR §142.8 and 9 NYCRR §252.2(n), the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs (where MWBE Goals have been established for the Contract) and SDVOBs (where an SDVOB Goal has been established for the Contract) as subcontractors or suppliers in the performance of the Contract. In accordance with 5 NYCRR §142.13 and 9 NYCRR §252.2(s), the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with any Supplier Diversity Goal set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the CUNY for liquidated or other appropriate damages, as set forth herein or otherwise available under law, equity or contract. Contractor's documentation of such "good faith efforts" shall include, but not be necessarily limited to:
 - a. Evidence of outreach to MWBEs and SDVOBs;
 - b. Any responses by MWBEs and SDVOBs to the Contractor's outreach;
 - c. Explanation of the specific reasons why any MWBE or SDVOB that responded to Respondents or

- Contractors' solicitation for MWBE or SDVOB subcontractors or suppliers was not selected.
- d. Copies of advertisements for participation by MWBEs and SDVOBs in appropriate general circulation, trade, and minority or women-oriented and veteran-business publications;
 - e. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by CUNY with MWBEs and SDVOBs; and,
 - f. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE and SDVOB participation.
 - g. Other information CUNY deems relevant to any waiver request submitted by the Contractor.
- iii. The Contractor understands that (1) only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140. may be applied towards the achievement of the MWBE Goal and (2) only sums paid to SDVOBs for the performance of a commercially useful function, as that term is defined in 9 NYCRR § 252.1(f), may be applied towards the achievement of the applicable SDVOB Goal . For Contracts that are determined to be construction contracts by CUNY, acting in its sole and absolute discretion ("Construction Contracts"), the portion of a Construction Contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the Construction Contract. The portion of a Construction Contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. For all Contracts that are not Construction Contracts, the portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.
- C. Equal Employment Opportunity ("EEO")
- i. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
 - ii. In performing the Contract, the Contractor shall:
 - a. Ensure that each contractor and any subcontractor performing Work under the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b. The Contractor shall submit or have submitted to CUNY a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement in form and substance acceptable to CUNY ("EEO Policy Statement") within ten days of CUNY's request, and CUNY shall have the right to make the submission of an EEO Policy Statement a condition of Contract award.
 - c. If the Contractor or any of its subcontractors does not have an existing EEO Policy Statement, CUNY may require the Contractor or subcontractor to adopt a model EEO Policy Statement provided by CUNY.

- d. The Contractor's EEO Policy Statement shall include the following language:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (2) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - (3) 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.
 - (4) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "E" of this Section 3 which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- iii. Staffing Plan
As required by CUNY, Contractor shall submit or have submitted an Equal Employment Opportunity Staffing Plan, using a form required by CUNY, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories (a "Staffing Plan"). Contractors shall have completed and submitted the Staffing Plan within ten days of CUNY's request.
- iv. Workforce Utilization Report ("Workforce Report")
 - a. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit Workforce Utilization Reports, in such form, manner, and frequency as may be required by CUNY during the term of the Contract.
 - b. Separate forms shall be completed by the Contractor and any subcontractors.
 - c. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- v. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also

follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The following provisions contained in Sections D through F below apply to Contracts for which any Supplier Diversity Goals have been set.

D. Supplier Diversity (MWBE/SDVOB) Utilization Plan

- i. The Contractor represents and warrants that Contractor has submitted to CUNY an Supplier Diversity (MWBE/SDVOB) Utilization Plan ("Utilization Plan"), or shall submit a Utilization Plan at such time as may be required by CUNY, in the form and manner required by CUNY.
- ii. The Contractor agrees to adhere to such Utilization Plan in the performance of the Contract.
- iii. The Contractor further agrees that failure to submit and/or adhere to such Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, CUNY shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.
- iv. The Contractor acknowledges and agrees that firms that do not perform commercially useful functions (as defined in 5 NYCRR Part 140.1 and 9 NYCRR § 252.1(f)) may not be counted towards utilization of MWBEs or SDVOBs in the Utilization Plan. Contractor further acknowledges and agrees that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bid submissions, proposals, and/or withholding of payments.

E. Waivers

- i. Any request by the Contractor for a partial or total waiver of the Supplier Diversity Goals must be submitted in the form and manner required by CUNY (a "Request for Waiver").
- ii. Prior to submission of a request for a partial or total waiver, Contractor may speak to the College-Designated Contact at CUNY for guidance.
- iii. In accordance with 5 NYCRR § 142.7 and 9 NYCRR § 252.2(m), if Contractor, after making good faith efforts, is unable to achieve the Supplier Diversity Goals, the Contractor may submit a Request for Waiver. Such Request for Waiver must be supported by evidence of the Contractor's good faith efforts to achieve maximum feasible participation towards the Supplier Diversity Goals. If the Request for Waiver is complete, and the Contractor has provided to CUNY's satisfaction such additional documentation that may be required by CUNY, CUNY shall evaluate the Request for Waiver and issue a written notice of approval or denial within twenty (20) business days of receipt.
- iv. Contractor shall attempt to utilize, in good faith, the MWBEs and SDVOBs identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established Supplier Diversity Goals made subsequent to Contract award may be made at any time during the term of the Contract to CUNY, but must be made no later than prior to the submission of a request for final payment on the Contract.
- v. If CUNY, upon review of the Utilization Plan and updated Supplier Diversity (MWBE/SDVOB) -

Quarterly Contractor Compliance & Payment Report described in Section 6 below, or any other relevant information, determines that the Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, CUNY may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Goals.

F. Supplier Diversity (MWBE/SDVOB) Quarterly Contractor Compliance & Payment Report

In accordance with 5 NYCRR § 142.11 and 9 NYCRR § 252.2(q), Contractor is required to report MWBE and/or SDVOB participation during the term of the Contract for the preceding three month's activity, documenting progress made towards achieving the Contract Supplier Diversity Goal. This information must be submitted using the Supplier Diversity (MWBE/SDVOB) - Quarterly Contractor Compliance & Payment Report form provided by CUNY from time to time, or otherwise in the form and manner required by CUNY, and must be completed by the Contractor and submitted to CUNY along with supporting documentation, by the 10th day following each end of quarter over the term of the Contract.

G. Breach of Contract and Damages

- i. Where CUNY determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Goals, Contractor shall be obligated to pay to CUNY liquidated damages.
- ii. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE Goals; and
 - b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- iii. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by CUNY, the Contractor shall pay such liquidated damages to CUNY within sixty (60) days after they are assessed by the CUNY. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant 5 NYCRR 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.
- iv. In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein. Such damages shall be calculated based on the actual cost incurred by CUNY related to the CUNY's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing SDVOB programmatic goals.

FORMS (1-6) REQUIRED TO BE SUBMITTED WITH PROPOSAL

Attachment to RFP – Form 1

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)*

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 CONDITONS

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 as may have been revised by any Addenda issued, without qualification, without negotiation, and without exception.

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, 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 a signed statement describing the nature of the conflict on a separate sheet of paper;

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 Addendum (Addenda) in connection with this RFP solicitation, then Proposer shall attach to this document a copy of each Addendum signed by an authorized representative acknowledging receipt and acceptance.

VI.

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

(continued on following page)

Attachment to RFP – Form 1

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: _____

Form 2

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).

Contract Procurement No. _____

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Form 3

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 4

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 20*)

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?¹ (*Maximum Score of 16*)

4. Does your company provide technical training² 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-

¹ Do not include onsite project overhead.

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

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.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No *(Maximum Score of 5)*

If Yes, complete the attached Utilization Plan

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



Form 5

SUPPLIER DIVERSITY (MWBE/SDVOB) - UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, proposed/negotiated contract or as otherwise required by CUNY, but prior to contract award. The Supplier Diversity – MWBE/SDVOB Utilization Plan must contain a detailed description of the services and/or supplies to be provided by each NYS-certified Minority and Women-owned Business Enterprise (MWBE) and/or Service-Disabled Veteran-Owned Business (SDVOB) as subcontractors and/or suppliers under the proposed agreement. Attach additional sheets if necessary.

Bidder/Proposer's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Solicitation No.:

MWBE Goals: MWBE % or (MBE % WBE %)

SDVOB Goal: %

Total Dollar Value of Prime Contract: \$

NYS-certified MWBE & SDVOB Subcontractors/Suppliers Contact Information	NYS Certification (Check One)	Subcontract Information			
		Description of Work / Supplies Provided	Contract Value	Start Date	Completion Date
Company Name: FEIN: Address: Contact Name: Phone #: E-Mail Address:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$		
Company Name: FEIN: Address: Contact Name: Phone #: E-Mail Address:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$		
Company Name: FEIN: Address: Contact Name: Phone #: E-Mail Address:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$		

Note: If unable to fully meet the MWBE and/or SDVOB participation goals set forth in the solicitation, the bidder/proposer must submit a Request for Waiver form for a partial waiver, in addition to the Utilization Plan.

Select One: ☐ New Utilization Plan or ☐ Modification to Existing/Approved Utilization Plan

Prepared By (Signature): _____

Date:

Name and Title of Preparer (Print or Type):

Email Address:

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/PROPOSER'S ACKNOWLEDGEMENT AND CONTRACT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLE 15-A AND ARTICLE 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NON-RESPONSIVENESS, NONCOMPLIANCE AND POSSIBLE TERMINATION OF THE CONTRACT. DOCUMENTS SUBMITTED BY VENDORS MAY BE SUBJECT TO DISCLOSURE UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY CUNY POSTING DOCUMENTS TO ITS WEBSITE.

CUNY – PURCHASING OFFICE

Contract Award Date:

Estimated Date of Completion:

Description of Project:

CUNY – SUPPLIER DIVERSITY

REVIEWED BY:

DATE:

MWBE PARTICIPATION: ☐

SDVOB PARTICIPATION: ☐

Utilization Plan Approved:

☐ YES ☐ NO Date: _____

Notice of Deficiency Issued:

☐ YES ☐ NO Date: _____

Notice of Acceptance Issued:

☐ YES ☐ NO Date: _____

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 5		Supplier Diversity (MWBE/SDVOB) Utilization Plan and/or Supplier Diversity (MWBE/SDVOB)-Request for Waiver	Volume I
Form 6		RFP Checklist	Volume I
Attachment 4		Technical and Management Proposal	Volume II
Attachment 5		Proposal Price Breakdown Pages	Volume III
Attachment 7 (Excel Spreadsheet)		Mandatory Technical and Functional Requirements	Volume I
Attachment 8 (Excel Spreadsheet)		Preferred Requirements	Volume II

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