

**SUNY Geneseo**

**Request for Quotation (RFQ)**

***Digital Campaign for Undergraduate Recruitment***

**Ref. No. T212021**

**Discretionary Purchase Pursuant to NYS Education Law 355(5)(a)**

**Deadline for Quotations:**

**COB, Wednesday, August 4, 2021**

**Submit Quotation To:**

**Rebecca Anchor**

**Director of Purchasing & Central Services**

**Doty Hall 315**

**1 College Circle, Geneseo, NY 14454**

**anchor@geneseo.edu**

**SUMMARY INFORMATION FORM**

**THIS PAGE MUST BE SIGNED AND RETURNED WITH VENDOR’S QUOTATION**

|  |  |  |
| --- | --- | --- |
| **RFQ Ref. No. and Description:** Ref. T212021 for Digital Campaign for Undergraduate Recruitment | | **RFQ Date:** July 15, 2021 |
| **Key Events** | | |
| Due Date for Notification of Intent to Respond | | COB, Tuesday, August 3, 2021 |
| Due Date for Written Questions | | COB, Friday, July 30, 2021 |
| Quotation Due Date and Time | | COB, Wednesday, August 4, 2021 |
| Anticipated Start Date | | August 15, 2021 |
| Contract Term: | | One (1) year with the option to renew for up to three (3) additional, consecutive one-year terms |
| **Contact Information** | | |
| **Primary Contact:**  Rebecca Anchor  Director of Purchasing & Central Services  Doty Hall 315  1 College Circle, Geneseo, NY 14454  anchor@geneseo.edu / (585) 245-5100 | | **Secondary Contacts:** |
| **Restricted Period** | | |
| In accordance with the requirements of New York State Finance Law Sections 139j and 139k (“Lobbying Law”), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the State University of New York’s designated contacts only. | | |
| **Vendor Information** | | |
| Legal Business Name of Company Submitting Quotation: | | Vendor’s Federal Tax Identification Number: |
| D/B/A – Doing Business As (if applicable): | | NYS Vendor ID Number, if known (See Exhibit B, Section 16): |
| Street Address: | City/State: | Zip Code: |
| If applicable, place an “x” in the appropriate box*: (check all that apply)*  Small Business (if checked, provide # of employees \_\_\_\_) Disabled Veteran Owned Business  Minority Owned Business (NYS Certified) Women Owned Business (NYS Certified) | | |
| If you are not submitting a quote, place an “x” in the box and return this page only. We are unable to quote at this time because: | | |
| Vendor's Signature: | | Title: |
| Printed Name: | | Date: |

**THIS PAGE MUST BE SIGNED AND RETURNED WITH RESPONDENT'S QUOTATION**

**By signing this form, Respondent acknowledges (a) that the RFQ instructions are understood; (b) that the Respondent is committed to servicing SUNY’s needs in the required time period; and (c) that all information required by this RFQ has been included in Respondent's quotation.**

# SECTION 1: OVERVIEW

**A. Introduction**

SUNY Geneseo, a premier public liberal arts college, is in need of a digital advertising campaign to support its undergraduate recruitment for the fall 2022 class. This Request for Quotations (RFQ) is to solicit quotations from professional social media marketing agencies to provide digital advertising strategy, outlining the channels, evaluation, and execution of strategy, related to supporting SUNY Geneseo's recruitment efforts for fall 2022, and possibly for the College's recruitment efforts for fall 2023, 2024, and 2025, as well.

The main target audience for this digital campaign, which will run from September 1 through December 31, 2021, are undergraduate prospective students in the metro New York City area, with a secondary audience of all prospects in New York State.

**B. About SUNY Geneseo**

Founded in 1871, [SUNY Geneseo](https://geneseo.edu/about) is a premier public liberal arts college serving primarily undergraduate students from across New York State. Nationally recognized for excellence and value in the liberal arts, Geneseo is known for its exceptional faculty, its welcoming atmosphere, and its reputation for producing successful alumni. It is celebrating its 150th anniversary during the 2021-22 academic year.

SUNY Geneseo’s main competitors are the comprehensive SUNY four-year colleges, as well as the university centers in Buffalo, Albany, and Binghamton. Private universities, such as Syracuse University, the University of Rochester, and Nazareth College are also among the peer group.

**C. Social media ecosystem**

We currently have thriving Facebook, Instagram, LinkedIn, and Twitter accounts, as well as a YouTube presence, which serves largely as the repository for our videos. We are @sunygeneseo on all channels. Facebook primarily reaches prospects, parents, alumni, and donors; Instagram targets prospects, alumni, and current students; LinkedIn targets recruiters, alumni, and donors; and Twitter reaches all audiences. We seldom do paid social but have done small campaigns here and there on Facebook and Instagram, as well as YouTube.

**D. Budget**

The College has a budget up to $25,000 for the digital campaign resulting from this RFQ. To be considered for this project, Respondents must offer a cost proposal using Attachment 8 (Cost Proposal Form) that does not exceed this budget. Respondents should propose, based on their professional expertise, a strategy and media buy budget that reflects the most appropriate forms of media and market segments (as applicable), given the College's advertising budget and enrollment goals.

**SECTION 2: PROJECT DESCRIPTION**

**A. Purpose**

The purpose of this project is to execute a comprehensive digital campaign using social media, as well as other channels, including but not limited to Google, websites, apps, and podcasts.

This project requires a digital advertising strategy, outlining the channels, execution, and evaluation, as well as execution of the strategy. Our goal is to increase the number of inquiries in our prospective student pool with a halo effect of increased brand awareness, specifically among BIPOC and first-generation students in the New York City metro area.

Primary objectives:

* To increase the inquiry pool by 25%.
* To increase traffic to our website landing page by 25%.

**B. Challenges**

The challenges we’ve faced to achieving our goals include an increasingly competitive market, combined with an overall decrease in the number of students seeking a four-year college degree in New York state. We also have been challenged with attracting a diverse pool of inquiries to Geneseo, particularly losing market share in the New York City metro area.

**C. Project Timeline**

|  |  |
| --- | --- |
| August 11 | Anticipated contract award |
| August 15 | Creative completed (to be accomplished by SUNY Geneseo due to limited budget) |
| August 20 | Project initiation phase must be completed |
| September 3 | The project planning phase must be completed. The project planning phase will determine the timeline/schedule for the remaining phases of the project. |
| September 7 – December 31 | Flights for the digital campaign should be executed within the September 1 through December 31 timeframe, recognizing that the undergraduate application opens August 1 and closes December 31. |
| ***Special dates to know:***   * August 1: Common Application opens * September 31, 2021: 150th Anniversary Celebration Kick-off * Mid-Dec: First round of early decision admits go out | |

**D. Method of Award**

The award of the contract resulting from this RFQ will be made using SUNY discretionary authority, pursuant to NYS Education Law 355(5)(a), which is up to $125,000, for this service. This is not a sealed bid opportunity. The College will award to the vendor whose quotation was determined to provide the best value. The determination of "best value" will be based on cost and Respondent qualifications (e.g., relevant training/work experience in digital advertising strategy and execution, preferably in higher education; samples of past work; satisfactory references; staff to be assigned to this project). Cost will be a primary factor, but all the criteria will be considered in the determination of best value.

**SECTION 3: RESPONDENT QUALIFICATIONS**

**A. Executive Summary**

In order to be considered for this work, all Respondents must include an Executive Summary with their quotations that provides the following information:

* Experience and history;
* Team size and bios of team members to work on the campaign;
* Reference and outline relevant work/project experience in digital advertising, preferably in higher education and/or with smaller budgets; and
* High level overview of project scope, strategy, and approach.

**B. Samples of Past Work**

Respondents are to submit with their quotation samples of past work in the form of pdf documents and/or website links. At least three (3) samples for similar projects should be provided.

**C. References**

**Respondents are required to provide a minimum of three (3) references, preferably from colleges and universities.** The references should demonstrate Respondent’s ability providing digital advertising strategy and media buying services. Respondent should list the references in the order in which they prefer them to be contacted.

# SECTION 4: QUOTATION SUBMISSION REQUIREMENTS

**A. Required Notification of Intent to Submit a Quotation**

Prior to submitting a quotation, and no later than close of business Tuesday, August 3, 2021, Respondents are to email Rebecca Anchor at [anchor@geneseo.edu](mailto:anchor@geneseo.edu) to officially express their intent to submit a quotation.

**B. Quotation Submission Requirements**

* + 1. Responent's quotation shall address its ability and methodology for providing SUNY with the requested services.

* + 1. The quotation must be fully and properly executed by an authorized person.By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this RFQ, Exhibit A (State University of New York Standard Contract Clauses), Exhibit A-1 (State University of New York Affirmative Action Clauses), State Finance Law §139-j and §139-k (Procurement Lobbying Certification); and (iii) that all information provided is complete, true and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement as required by State Finance Law §139-j (3) and §139-j (6) (b). These procedures may be accessed at: Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>
    2. Respondent is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a quotation in response to this RFQ. The quotation must be accompanied by the following:

- Summary Information Form (page 2 of this RFQ)

- Executive Summary

- At least three (3) samples of past work

- Three (3) references, preferably from colleges and univesities

- Attachment 1: Quotation Submission Checklist and all of the documents indicated thereon, including Attachment 8: Cost Proposal Form

**C. Written Questions**

Respondents may ask questions and request clarifications in writing about this RFQ. All questions and requests for clarifications concerning the meaning or intent of the RFQ, and notifications concerning any conflicts, errors, omissions, or discrepancies in the RFQ documents, are to be submitted in writing to Rebecca Anchor at the following email address by Friday, July 30, 2021: [anchor@geneseo.edu](mailto:anchor@geneseo.edu).

**The College will respond to all questions and requests for clarification in writing by the close of business Monday, August 2, 2021.** All known potential Respondents on record with the College as having received this RFQ will receive a written communication from the College listing all questions received and the College’s official response without identification of the inquirer(s).

**SECTION 5: GENERAL TERMS AND CONDITIONS**

1. **Net Neutrality Language (E.O. 175)**

In accordance with the requirements of Executive Order No. 175, Contractor shall adhere to net neutrality principles in the provision of internet services under this Contract, regardless of delivery method unless the SUNY Chancellor, or her designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this provision supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider’s ability to do so. As used herein, “net neutrality” means that Contractor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application.

1. **Free and Open Competition**

SUNY encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy SUNY’s needs.

1. **No Claims or Rights**

By submitting a quotation, Respondent agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

1. **Conflict of Interest**

Respondent may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Respondent; or (ii) a potential conflict of interest among Respondent’s staff.

1. **Acceptance of RFQ Content**

The terms and conditions included in this RFQ as well as the applicable portions of Respondent’s quotation shall become contractual obligations if a contract is awarded. **RESPONDENT'S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF RESPONDENT'S QUOTATION**.

1. **Services Outside Scope of the Contract Awarded**

SUNY shall not be responsible for any services provided by the successful Respondent that are outside the scope of the contract awarded. SUNY shall not be responsible for any additional costs other than the costs for the services outlined herein, or for any work performed that has not been properly authorized in writing by SUNY.

1. **Standard Contract Clauses**

Any contract awarded resulting from this RFQ shall include Exhibit A (State University of New York Standard Contract Clauses) and, for contracts in excess of $25,000, Exhibit A-1 (State University of New York Affirmative Action Clauses). The provisions of Exhibit A and Exhibit A-1 shall take precedence over any provision in this RFQ or any provisions in the contract awarded. Exhibits A and A-1 are attached to this RFQ.

1. **Binding Effect**

The contract awarded shall be binding upon its execution by both parties.

1. **Confidentiality/Freedom of Information Law**

All quotations submitted for SUNY’s consideration will be held in confidence and will become the property of SUNY. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer’s Law. Therefore, if a Respondent believes that any information in its quotation constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Respondent shall submit with its quotation a separate letter addressed to: Brice M. Weigman, Associate Vice President for Administration, Doty Hall 325, SUNY Geneseo, 1 College Circle, Geneseo, New York 14454, specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Respondent’s failure to submit such a letter with its quotation will constitute a waiver by the Respondent of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Respondent may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire quotation be kept confidential is not advisable, because a quotation cannot reasonably consist exclusively of proprietary information.

1. **Data Privacy and Security**
2. **Data Privacy**
3. Contractor will use any information it creates, receives, maintains or transmits on behalf of SUNY (“SUNY Data”) only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the SUNY, except as required by the Contract or as otherwise required by law.
4. SUNY Data will not be stored outside the United States without prior written consent from SUNY.
5. Contractor will provide access to SUNY Data only to its employees and subcontractors who need to access the data to fulfill its obligations under the Contract.
6. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract.
7. FERPA: If Contractor will have access to the SUNY’s Education Records as defined under the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the SUNY Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for SUNY’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the SUNY.
8. Contractor will receive, maintain, process or otherwise will have access to confidential information on employees of the State University of New York. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission’s Safeguards Rule (16 CFR Part 314), and to the extent the Contractor is a covered entity or applicable service provider under these regulations with respect to student or customer data, the Contractor will implement and maintain a written Information Security Program (“Program”) in order to protect such confidential customer information. Customer information is defined as “any record containing nonpublic personal information as defined in 16 CFR §313(n)” (the FTC’s Privacy Rule) “about a customer of a financial institution, whether in paper, electronic, or other form” (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.
9. **Data Security**
10. Contractor agrees at all times to maintain network security which at a minimum, includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments, and provide a copy of the annual Attestation of Compliance (AOC) document, if requested. Further, Contractor agrees to maintain network security that conforms to generally recognized “Industry Standards “and best practices that Contractor applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see http://www.cisecurity.org) or Payment Card Industry/Data Security Standards (PCI/DSS) *see* <http://www.pcisecuritystandards.org>. Contractor will maintain a data security plan (“Data Security Plan”), which will comply with Payment Card Industry Data Security Standards (“PCI DSS”) requirements (as discussed in more detail below) and all applicable legal and regulatory requirements for data protection. In addition, the Data Security Plan will protect against any anticipated threats or hazards to the security or integrity of information stored on its servers and unauthorized access to or use of such information that could result in harm or inconvenience to the person who is the subject of such information. Contractor will review, at least annually, its Data Security Plan and update and revise it as needed. A copy of Contractors’ Data Security Plan will be made available to SUNY upon request.
11. Contractor shall maintain mandatory procedures and protocols outlined in its “Information Security Incident Response Policy” to be undertaken in the event of an identified or suspected breach of credit card information or current or former student information that is not Directory Information. A copy of Contractor’s Information Security Incident Response Policy will be made available to SUNY upon request. In the event a breach is suspected, Contractor will: (i) immediately contain the possible exposure while not compromising any data on its system; (ii) contact all members of its Corporate Security Committee; (iii) initiate a local analysis within 24 hours of the suspected breach to determine the type of information that has been potentially compromised, the individuals and SUNY institutions at risk, the incident timeframe at risk and the suspected cause of the incident; and (iv) if a breach is identified, immediately contact affected parties with details of the breach.
12. **New York Information Breach and Notification Requirements**

Contractor hereby acknowledges and agrees to use commercially reasonable efforts to maintain the security of private information (as defined in the New York State Information Security Breach and Notification Act, as amended “ISBNA”(General Business Law § 889-aa; State Technology Law § 208) that it creates, receives, maintains or transmits on behalf of SUNY and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic private information that it creates, receives, maintains or transmits on behalf of SUNY (“SUNY Data”). Contractor hereby acknowledges and agrees to fully disclose to SUNY pursuant to the ISBNA, and any other applicable law any breach of the security of a system where Contractor creates, receives, maintains or transmits private information on behalf of SUNY following discovery or notification of the breach in the system as to any resident of New York State whose private information was, or is reasonably believed to have been acquired by a person without valid authorization (“Security Incidents”). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Contractor shall be liable for the costs associated with such breach if caused by Contractor’ negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees or subcontractors. In the event of a Security Incident involving SUNY Data pursuant to the ISBNA, SUNY has an obligation to notify every individual whose private information has been or may have been compromised. In such an instance, the Contractor agrees that SUNY will determine the manner in which such notification will be provided to the individuals involved pursuant to the ISBNA and agrees to indemnify SUNY against any cost of providing any such legally required notice. Upon termination or expiration of the Contract, the Contractor will follow SUNY’s instructions relating to any SUNY Data remaining in Contractor’s possession. Upon authorization from SUNY, the Contractor will use data and document disposal practices that are reasonable and appropriate to prevent unauthorized access to or use of SUNY Data and will render the information so that it cannot be read or reconstructed.

1. **Disaster Recovery**

Contractor shall maintain disaster recovery services at the dedicated facility that is able to handle SUNY data center and business continuity needs under the Contractor in the event disaster recovery is needed. Throughout the term of the Contract, Contractor shall maintain contracts or arrangements that are substantially equivalent or an improvement to those currently in effect. Contractor shall test disaster recovery capabilities, at least once every calendar year and provide SUNY with a copy of its disaster recovery plan upon request.

1. **Data Portability**

Contractor agrees to do whatever is reasonable and necessary to facilitate the orderly and professional transfer of the Services and SUNY Data upon the expiration or termination of the Contract to SUNY or a SUNY Institution, or do whatever subsequent Respondent SUNY may select to provide similar services on SUNY’s behalf.

1. **Diversity Contracting Requirements**
2. **Diversity Practices**

SUNY seeks to engage contractors that have a demonstrated history of hiring, training, developing, promoting and retaining minority group members and women. Under NYS Executive Law Article 15-A, 5 NYCRR Part 141.1(o) diversity practices are the efforts of contractors to include New York State certified MWBEs in their business practices. Diversity practices may include part, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. SUNY will assess the diversity practices of prospective Respondents to encourage contractors to engage in meaningful, capacity-building collaborations with MWBEs through evaluation of the Diversity Practices Questionnaire in Attachment 3. All Respondents are required to complete the attached Diversity Practices Questionnaire. This questionnaire elicits information about each prospective vendor in order to verify that its work environment demonstrates a strong commitment to diversity. By responding to the RFQ and completing this questionnaire, each prospective vendor acknowledges that:

1. The Respondent/Vendor has an equal employment opportunity policy statement (which shall be submitted to SUNY with each Respondent/Vendor's Quotation using the Form identified in subsection (iv) below).
   1. Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, age, disability, genetic disposition or carrier status, domestic violence victim status, or marital status, will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY. It 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. The Respondent/Vendor will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, religion, national origin, military status, sexual orientation, age, disability, genetic disposition or carrier status, domestic violence victim status, or marital status.
   3. The Respondent/Vendor will submit the applicable Workforce Employment Utilization Report utilizing MWBE Form 7557-112a, 7557-112b or 7557-112c, as applicable, describing the anticipated work force to be utilized on the engagement with SUNY or, where required, information on the Respondent/Vendor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by SUNY. This form elicits information about each responding Vendor in order to verify that its work environment demonstrates a strong commitment to diversity.
2. By submission of a quotation in response to this RFQ and completing this questionnaire, the Respondent/Vendor agrees with all of the terms and conditions of SUNY Exhibit A-1 including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that:
3. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 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, shall 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.
4. 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 sub-contractors 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.
5. Respondent/Vendor must submit with their quotation their company's Equal Employment Opportunity Policy Statement (which conforms to the provisions of Exhibit A-1) utilizing MWBE Form 104. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=611>. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.
6. Diversity, Equity and Inclusion: If this RFQ is for the services of an executive search firm, the SUNY Board of Trustees adopted a policy to establish diversity, equity and inclusiveness throughout the SUNY system. Diversity is broadly defined under that policy to include race, ethnicity, religion, sexual orientation, gender, gender identity and expression, age, socioeconomic status, status as a veteran, status as an individual with a disability, students undergoing transition (such as transfer, stop-out, international student acclimation), and first generation students. In furtherance of this policy, all executive search firms are required to provide the following:
   1. information about the diversity of your Firm’s staff; and
   2. the Firm’s success rate in placing diverse candidates.
7. **Minority and Women-owned Business Enterprises (MWBE)**

Pursuant to New York State Executive Law Article 15-A, SUNY recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of SUNY contracts.

For purposes of this solicitation, SUNY hereby establishes an overall goal of 30% for MWBE participation, 13% for Minority-Owned Business Enterprises (“MBE”) participation and 17% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in MWBE Prospective Vendor's Notice (Form 7557-121).

For guidance on how SUNY will determine a Contractor’s good faith efforts to utilize certified MWBEs, refer to 5 NYCRR §142.8.

Please note the response forms identified in Form 7557-121 (SUNY MWBE Forms 7557-104, 7557-107 & 7557-108) must be submitted with all Quotations. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=61>.

Respondents/Vendors must submit an MWBE Utilization Plan on Form 7557-107 with their quotation. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to SUNY. SUNY will review the submitted MWBE Utilization Plan and advise the Vendor of SUNY acceptance or issue a notice of deficiency within 30 days of receipt.

If a notice of deficiency is issued, Respondent/Vendor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the SUNY Geneseo Director of Purchasing & Central Services at the address, fax, or email provided herein on the Summary Information Form, page 2 of this RFQ, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Respondent/Vendor and direct the Respondent/Vendor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form 7557-114. Failure to file the waiver form in a timely manner may be grounds for disqualification of the quotaton.

SUNY may disqualify a Respondent/Vendor as being non-responsive under the following circumstances:

1. If a Respondent/Vendor fails to submit a MWBE Utilization Plan;
2. If a Respondent/Vendor fails to submit a written remedy to a notice of deficiency;
3. If a Respondent/Vendor fails to submit a request for waiver; or
4. If SUNY determines that the Respondent/Vendor has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE 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 SUNY, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report on Form 7557-113 to SUNY address, phone and fax information], by the 5th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

1. **Equal Employment Opportunity Requirements**

By submission of a quotation in response to this solicitation, the Respondent/Vendor agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 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, shall 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.

Respondent/Vendor further agrees, where applicable, to submit with the quotation a staffing plan (Form 7557-108) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to SUNY , a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=611>.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

1. **Service-Disabled Veteran-Owned Businesses (SDVOB)**

SUNY is committed to the State's policy of encouraging the development of service-disabled veteran-owned businesses (SDVOB). The Service-Disabled Veteran-Owned Business Act (the “Act”) became effective on May 12, 2014, and SUNY has implemented the State's comprehensive plan and operational guidelines to promote SDVOBs and to assist them in obtaining opportunities to participate in the procurement of goods and services by the State. SUNY will employ applicable measures and procedures provided by the Director of the Division of Service-Disabled Veterans' Business Development in the Office of General Services (the "Division"), to ensure that SDVOBs are afforded the opportunity for meaningful participation in the performance of SUNY's contracts and to assist in achieving the Act’s statewide goal for participation on state contracts by SDVOBs. The awarded contract shall provide that any contractor who willfully and intentionally fails to comply with the SDVOB participation requirements shall be liable to SUNY for damages, calculated based on costs for administration of SUNY’s SDVOB program.

For additional information please refer to the SDVOB requirements outlined in SDVOB Prospective Contractor's Notice (Forms 7564-121A, 7564-121B and 7564-121C). A SDVOB Utilization Plan must be submitted with all quotations, utilizing Form 7564-107. All Forms are available at: <http://www.suny.edu/sunypp/documents.cfm?doc_id=816>.

Respondents/Vendors are encouraged to apply to the Division for certification as a Service-Disabled Veteran-Owned Business, and to provide such documentation necessary to establish their status as such in accordance with the rules of the Director of the Division. For purposes of this solicitation, SUNY hereby establishes an overall goal of 6% for SDVOB participation.

1. **Encouraging Use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation. In recognition of their economic activity and leadership in doing business in New York State, Respondents for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All Respondents must complete and return 2Attachment 7.

1. **Office of Federal Contract Compliance Programs**

**This Contractor and Subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

1. **Governing Law**

This RFQ, Respondents’ quotations and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New York, excluding New York’s choice of law principles in a New York court of competent jurisdiction. Respondent/Contractor agrees to submit itself to such court’s jurisdiction.

1. **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 Respondents, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:

NYS Empire State Development Website: <https://esd.ny.gov/doing-business-ny/small-business-hub>

Division for Small Business

625 Broadway, Albany, NY 12207

Phone: 1-800-782-8369

Email: [nylovessmbiz@esd.ny.gov](mailto:%20nylovessmbiz@esd.ny.gov)

1. **Determination of Vendor Responsibility**

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the New York State Finance Law (“SFL”) requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible Vendor.” Section 163 (9)(f) of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor. In accordance with these procurement laws, SUNY will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business.

In addition:

1. *General Responsibility*. The Contractor shall at all times during the term of the Contract awarded remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract awarded, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance of the contract awarded.
3. *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the contract awarded may be terminated by the SUNY Chancellor or his or her designee at the Contractor’s expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
4. **Requirements of New York State’s Recycling Program**

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

1. **State Consultant Services Reporting**

State Finance Law Sections 8 and 163 require that Contractors annually report certain employment information to the contracting agency, the Department of Civil Service and Office of the State Comptroller. State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

1. **Electronic Payment Authorization**

Contractor shall provide complete and accurate billing invoices to SUNY in order to receive payment for its services. Billing invoices submitted to SUNY must contain all information and supporting documentation required by SUNY and the Office of State Comptroller (OSC). Payment for invoices submitted by Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at [www.osc.state.ny.us/epay](http://www.osc.state.ny.us/epay), by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC’s electronic payment procedures, except where the Vice Chancellor or designee has expressly authorized payment by paper check as set forth above.

1. **Timeliness of Payment and Interest**

Interest for late payment shall be governed by Section 179g of New York State Finance Law.

1. **Exhibits**

The following documents will be incorporated into, and made part of, the Contract awarded:

1. Exhibit A, State University of New York Standard Contract Clauses
2. The Contract
3. this RFQ
4. the Successful Respondent’s quotation in response to the RFQ

In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

1. **Independent Contractor**

The Successful Respondent (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of SUNY and shall make no claim for, nor be entitled to, Workers’ Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from SUNY.

1. **Subcontracting**

In the event the Successful Respondent (Contractor) uses partners, subcontracts or subcontractors, the Contractor will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFQ. For the resulting agreement, the successful Respondent will be the prime contractor.

Within thirty (30) calendar days after Notice of Award, the Successful Respondent must submit a written statement to SUNY giving the name and address of all proposed subcontractors. The statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and must furnish any other information to document that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the contract.

If SUNY finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor’s written statement described above. If SUNY determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in SUNY’s opinion is qualified to do such work.

SUNY’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the contract. The Contractor shall be solely responsible to SUNY for the acts, omissions or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between SUNY and any subcontractor or sub‑subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, work space, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

No subcontractor shall be permitted to work until it has furnished satisfactory evidence to SUNY of the insurance required by law.

The Successful Respondent (Contractor) shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub‑subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub‑subcontractors to promptly, upon request, file with SUNY a copy of such agreements upon request, from which the price and terms of payment may be deleted.

1. **Compliance**

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable hereto, including the provisions of Exhibit A, State University of New York Standard Contract Clauses, attached hereto and made a part hereof, and for agreements with a value of $25,000 or more Exhibit A-1, State University of New York Affirmative Action Clauses, attached hereto and made a prt hereof.

1. **Indemnification**
2. Successful Respondent (Contractor)

The Successful Respondent (Contractor) shall be responsible to and shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of the intentional or negligent acts or omissions of the Contractor, its officers, employees, agents or licensees in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that SUNY shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by SUNY upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, SUNY may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as SUNY shall require. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

1. SUNY

Subject to the availability of lawful appropriations and the New York Court of Claims Act, SUNY will hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment.

1. **Liability**

The Successful Respondent (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. SUNY may look solely to the Contractor for remedy, redress, liability or indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless SUNY and the State of New York from suits, actions, damages and costs of every name and description presented, brought, or recovered against SUNY and the State of New York for, or on account of any liability which may be incurred by reason of the Contractor’s performance of this Agreement.

The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on SUNY including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

1. **Insurance**

During the term of the awarded contract, the Successful Respondent (Contractor) must obtain and maintain insurance coverage at its own expense as provided in this paragraph, and shall deliver Certificates of Insurance in a form satisfactory to SUNY before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Certificates shall be mailed to: Rebecca Anchor, Director of Purchasing & Central Services, Doty Hall 315, 1 College Circle, Geneseo, New York 14454.

The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York (“admitted” carriers) with an A.M. Best company rating of “A-” or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to: Rebecca Anchor, Director of Purchasing & Central Services, Doty Hall 315, 1 College Circle, Geneseo, New York 14454.

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to SUNY for any claim arising from the successful Respondent’s work under the awarded contract, or as a result of the successful Respondent's activities. Any other insurance maintained by SUNY shall be excess of and shall not contribute with the successful Respondent’s insurance, regardless of any “other insurance” clause contained in any SUNY policy of insurance.

At least two weeks prior to the expiration of any policy required by the awarded contract, evidence of renewal or replacement of policies of insurance with terms no less favorable to SUNY than the expiring policies shall be delivered to SUNY in the manner required for service of Notice under the contract.

1. A professional liability policy (errors and omissions) in the amount of ONE MILLION DOLLARS ($1,000,000), which shall be maintained for a period of three (3) years after completion of this contract. If said policy is issued on a claims-made policy form, the policy shall be purchased with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
2. Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
3. General Liability Insurance with limits no less than ONE MILLION DOLLARS ($1,000,000) per claim and TWO MILLION DOLLARS ($2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
4. **Travel**

In the event the Contractor is required to be reimbursed for travel, reimbursement rates shall not exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses, available from the New York State Comptroller at: <https://www.osc.state.ny.us/agencies/travel/travel.htm>.

1. **Termination**

The Contract awarded to the Successful Respondent (Contractor) may be terminated by SUNY for any of the following reasons:

1. *Convenience of SUNY*: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by SUNY for whatever reason.
2. *Event of default*: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor’s Services are deemed unsatisfactory in SUNY’s sole discretion, due to Contractor’s fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, SUNY will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY may terminate this contract immediately upon written notice.
3. *Deficient Certifications*: If the awarded contract has a value greater than $15,000, SUNY shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be intentionally false or incomplete. If the contract has a value of greater than $100,000 and Contractor’s sales for the immediately preceding four quarters were greater than $300,000, or if the contract has a value of $125,000 or greater, SUNY shall have the right to terminate in the event the Successful Respondent's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
4. *Lack of Funds*: If for any reason the State of New York terminates or reduces its appropriations to SUNY, the awarded contract may be terminated or reduced at SUNY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the SUNY for payment of such costs. In any event, no liability shall be incurred by the State (including SUNY) beyond monies available for the purposes of the awarded contract.
5. SUNY may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor’s property is levied upon or sold in any judicial proceeding.
6. **Procurement Lobbying Act – State Finance Law §§ 139-j and 139-k**

Prior to approval of the contract for which this RFQ has been issued by SUNY, or if applicable, the Office of the State Comptroller, a Respondent shall not communicate with SUNY other than with the persons identified in this RFQ as Designated Contacts or with a person who the Designated Contacts has advised the Respondent in writing is also a Designated Contact. Generally, the New York State Finance Law restricts communications between a Respondent or a person acting on behalf of a Respondent, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of $15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a Respondent involved in a knowing and willful Contact.

SUNY has developed guidelines regarding Contacts and procedures for the reporting and investigation of Contacts. SUNY’s procurement record must demonstrate compliance with these requirements. SUNY will make a record of all Contacts, and such records of Contact will become part of the procurement record for this RFQ. A determination that a Respondent or a person acting on behalf of a Respondent has intentionally made a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k, is likely to result in denial of the award of contract under this RFQ. Additional sanctions may apply. A complete copy of SUNY’s Procurement Lobbying Policy and Procedure and its accompanying forms is available for review at <http://www.suny.edu/sunypp/documents.cfm?doc_id=430>

**Each Respondent shall submit with its quotation a written affirmation of its understanding of SUNY’s procurement lobbying procedures and agreement to comply with such procedures. The requisite form is provided at Attachment 3.**

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

All Respondents and Respondent employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State.

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the website of the New York State Joint Commission on Public Ethics at: <http://www.jcope.ny.gov/about/laws_regulations.html>.

1. **Diesel Emissions Reduction Act of 2006**

The Successful Respondent (Contractor) certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by Contractor, its agents or subcontractors under the contract awarded, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Fuel (“ULSD”), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of Contractor. Annually, but no later than March 1st, Contractor shall complete and submit directly to SUNY, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms available at the Department of Environmental Conservation (“DEC”) website: <http://www.dec.ny.gov/chemical/4754.html>, for heavy duty vehicles used in the performance of the contract awarded for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, Contractor and Subcontractor Certification forms, which state that the Contractor will comply with the provisions of ECL Section 19.0323.

1. **Smoke Free SUNY**

The State University of New York campus is smoke free. No smoking is permitted within the buildings or upon the grounds owned or leased by SUNY. The Successful Respondent (Contractor) must communicate this policy to its employees, subcontractors, and any other individuals assigned to enter upon SUNY grounds and premises in connection with the services to be performed in connection with the contract awarded.

**34.** **Notification of EEO-AA Certification to Subcontractors**

SUNY Geneseo is an Affirmative Action/Equal Opportunity Employer. As such, we are committed to the full and effective utilization of qualified persons, regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status. Our commitment to affirmative action requires that we inform you of our policy of equal employment opportunity.

To the extent applicable, all parties agree that they will abide by the provisions *29 CFR Part 471 Appendix A to Subpart A.* Additionally, **this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-300.10 and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

**Attachment 1: Quotation Submission Checklist**

|  |  |
| --- | --- |
| **√** | **Description** |
|  | RFQ (page 2) Summary Information Form |
|  | Executive Summary |
|  | Attachment 1: Quotation Submission Checklist |
|  | Attachment 2: Procurement Lobbying Act Certification |
|  | Attachment 3: Diversity Practices Questionnaire |
|  | Attachment 4: NYS Subcontractor Identification Form |
|  | Attachment 5: Form XIII - SUNY Public Officers Law |
|  | Attachment 6: EO 177 Certification |
|  | Attachment 7: State Finance Law 139-l Certification |
|  | Attachment 8: Cost Proposal Form |
|  | Form A – State Consultant Services – Contractor’s Planned Employment Form |
|  | MWBE Form 7557-104: Equal Opportunity Policy Statement |
|  | MWBE Form 7557-107: Utilization Form |
|  | MWBE Form 7557-108: EEO Staffing Plan |
|  | SDVOB Form 7564-107: Utilization Form |

**Attachment 2: Procurement Lobbying Act Certification**

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

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

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

Please complete the following:

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

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

**CERTIFICATION:**

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

|  |  |
| --- | --- |
| Firms Name and Address: |  |
| FEIN #: |  |
| Telephone Number: (\_\_\_)\_\_\_-\_\_\_\_ |  |
| Fax Number: (\_\_\_) \_\_\_-\_\_\_\_ |  |
| Email Address: |  |
| Vendor’s Name and Title: |  |
| Vendor's Signature: |  |
| Date: |  |

**Attachment 3: 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? Circle one: **Yes /**  **No**

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

* + - 1. 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? **\_\_\_\_\_\_\_\_\_\_%**
      2. 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? **\_\_\_\_\_\_\_\_\_\_%**
      3. Does your company provide technical training[[1]](#footnote-1) to minority- and women-owned business enterprises? Circle one: **Yes / No**

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-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.

* + - 1. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Circle one: **Yes / No**

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.

* + - 1. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Circle one: **Yes / No**

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.

* + - 1. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Circle one: **Yes / No**

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

* + - 1. 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? Circle one: **Yes / No**

If Yes, complete the MWBE Utilization Plan, Form No. 7557-107.

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 |  |

**Attachment 4 – NYS Business Subcontractor Identification Form**

**Encouraging the use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation.  In recognition of their economic activity and leadership in doing business in New York State, Respondent for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract.  Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Respondents need to be aware that to the maximum extent practical and consistent with legal requirements, they are strongly encouraged to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.  Furthermore, Respondents are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in SUNY contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners.  New York State businesses will promote the contractor’s optimal performance under this contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors.  SUNY therefore expects Respondents to provide maximum assistance to New York businesses in their use of the contract.  The potential participation by all kinds of New York businesses will deliver great value to New York State and its taxpayers.

Respondents can demonstrate their commitment to the use of New York State businesses by responding to the question below:

**Will New York State Businesses be used in the performance of this contract? Circle one: YES / NO**

**If YES, identify New York State Business(es) that will be used by attaching identifying information, e.g., contact information, dollar value of the subcontract or supply contract.**

**This form, along with accompanying information as required above, must be completed and submitted with your quotation.**

**Attachment 5: Form XIII - SUNY Public Officers Law**

**Respondent's Legal Business Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State University of New York**

**Public Officers Law**

Purchasing and Contracting Procedures

(Procurement)

Inquiry to determine compliance with the provisions of Public Officers Law § 73 (4)

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

\_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_\_\_ No

**Attachment 6: EO 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

* All employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
* Employers with fewer than four employees in all cases involving sexual harassment; and
* Any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Respondent hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of 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 the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3, of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Respondent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_

**Attachment 7: State Finance Law 139-l Certification**

By submission of this quotation, each Respondent and each person signing on behalf of any Respondent, and in the case of a joint quotation each party thereto certifies as to its own organization, under penalty of perjury, that the Respondent has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the Respondent cannot make the foregoing certification, such Respondent shall so state and shall furnish with the quotation a signed statement that sets forth in detail the reasons that the Respondent cannot make the certification.

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

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_

**Attachment 8: Cost Proposal Form**

**Respondent's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Line A

**Instructions:**

1. Respondents are to quote a lump sum, not-to-exceed cost to provide the digital advertising strategy, outlining channels, execution, and evaluation, related to supporting the College's recruitment efforts for fall 2022 using this Cost Proposal Form.

2. In Line A1, Section A in the table below, enter a lump sum, not-to-exceed professional fee to provide digital advertising strategy and media outlet evaluation for the digital campaign for undergraduate recruitment.

3. In Line B1, Section B, enter an estimated, not-to-exceed cost for the media buy budget associated with the digital advertising strategy proposed by Respondent.

4. In Line B2, Section B, enter the Commission Rate associated with execution of the media buy budget proposed.

5. Multiply the amount entered in Line B1 (estimated, NTE media buy budget) by the Commission Rate entered in Line B2, and enter the product of this calculation in Line B3.

6. If applicable, Respondent is to enter the total not-to-exceed travel costs associated with this project in Line C1.

7. Add the amounts entered in Lines A1, B1, B3, and C1, and enter the sum in Line D1 (GRAND TOTAL, NOT-TO-EXCEED PROJECT COST).

|  |  |
| --- | --- |
| **A. Digital ADVERTISING STRATEGY** | |
| 1. Total not-to-exceed cost of Respondent’s professional fee to provide digital advertising strategy. | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_**  (Line A1) |
| **B. MEDIA BUY** |  |
| 1. Estimated, not-to-exceed cost of media buy | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_**  (Line B1) |
| 2. Commission Rate (percentage of net advertising costs): \_\_\_\_\_\_\_\_\_\_\_\_%  (Line B2) | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_**  (Line B3) |
| **C. TRAVEL-RELATED EXPENSES (if applicable)** | |
| 1.If applicable, total not-to-exceed travel costs | **$\_\_\_\_\_\_\_\_\_\_\_\_\_**  (Line C1) |
| **D. GRAND TOTAL, NOT-TO-EXCEED PROJECT COST** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (Line D1) |

Placeholder for Form A – State Consultant Services – Contractor’s Planned Employment

Placeholder for MWBE and SDVOB Forms (7557-104, 7557-107, 7557-108, 7564-107)

Placeholder for SUNY Exhibit A (Standard Contract Clauses State University of New York) and SUNY Exhibit A-1 (Affirmative Actions Clauses State University of New York)

1. 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. [↑](#footnote-ref-1)