



## REQUEST FOR PROPOSALS

*ISSUED ON BEHALF OF*  
**THE GRADUATE SCHOOL OF PUBLIC  
HEALTH & HEALTH POLICY**

### **SPH - WEBSITE REDESIGN**

Issue Date: 7/29/2025  
Proposal Submission Due: 8/22/2025 5:00 PM

#### **Designated Contact:**

Sapphire Howard, Procurement Manager  
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New York, NY 10027  
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## **FORMS THAT MUST BE SUBMITTED WITH THE PROPOSAL**

- ☐ Form 1: Proper Information and Authorized Signature; Acceptance of Contract Terms; Proper Certifications; Confidential Information; Signed RFP Addenda; and References
- ☐ Form 2: Offeror's Affirmation of Understanding of And Agreement pursuant to State Finance Law § 139-j(3) and § 139-j(6)(b)
- ☐ Form 3: Offeror's Disclosure of Prior Non-Responsibility Determinations and Certification of Compliance with State Finance Law § 139-j and § 139-k
- ☐ Form 4: Diversity Practices Questionnaire
- ☐ Form 5: Supplier Diversity (M/WBE/SDVOB) Utilization Plan and/or Supplier Diversity (MWBE/SDVOB) Request for Waiver Form. Also see Supplier Diversity Provisions in Part 9.
- ☐ Form 6: RFP Checklist

## **FORMS THAT CUNY MAY REQUIRE FROM THE PRESUMPTIVE AWARDEE**

If required by CUNY, the Presumptive Awardee selected as a result of this solicitation (the "Presumptive Awardee") shall complete, sign, and submit the following forms and certifications as described in **Section 2.3.5** through **2.3.12** of Part 10 of this RFP.

- ☐ 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 the Contractor maintains workers' compensation coverage and disability insurance coverage as required by the New York State Workers' Compensation Law, or is exempt from this requirement
- ☐ Form 9: New York State Vendor Responsibility Questionnaire (NYS VendRep)
- ☐ Form 10: New York City Vendor and Principal Questionnaire (NYC PASSPort)

**FORMS THAT THE CONTRACTOR MUST SUBMIT UPON REQUEST BY CUNY BEFORE, DURING AND AFTER THE PROPOSED CONTRACT TERM**

- ☐ Form 11: CUNY Substitute W-9 Form
- ☐ Form 12: Workforce Utilization Report
- ☐ Form 13: Supplier Diversity (MWBE/SDVOB) Quarterly Contractor Compliance & Payment Report
- ☐ Form 14: State Consultant Services – Contractor's Planned Employment (Consultant Disclosure Form A)
- ☐ Form 15: State Consultant Services Contractor's Annual Employment Report (Consultant Disclosure Form B)
- ☐ Form 16: Tax Law §5-a, Form ST-220-CA – Contractor Certification (Contractor to send to the University)
- ☐ Form 17: Tax Law §5-a, Form ST-220-TD – Contractor Certification (Contractor to send to the State)
- ☐ Form 18: Certified Weekly Payroll Report
- ☐ Form 19: Contractor's Safety Protocols

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

### Key Events and Dates

Action	Date
CUNY issues RFP for the School of Public Health Website Redesign	July 29, 2025
Procurement Lobbying Law Restrictions Begin	January 24, 2025
Pre-Proposal Conference/Site-Visit* <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Optional	n/a
Submission of Written Questions Due Date 1	August 8, 2025
Submission of Written Questions Due Date 2	August 15, 2025
Proposal Submission Due Date and Time	<b>August 22, 2025</b>

***\*If the Pre-Proposal Conference is mandatory, a Proposer's failure to attend will render their Proposal non-responsive.***

**\*Proposers are advised to read all sections of this RFP document carefully, with emphasis on all terms and conditions. By tendering a response to this solicitation, each proposer agrees that it accepts all terms and conditions in the package without exception. If a vendor requires clarification on, or seeks to propose an exception to, any of the terms and conditions contained in the solicitation package, all such requests must be made in writing prior to the Questions Deadlines listed above. Proposed exceptions will be evaluated on a case-by-case basis, and determinations will be published in a subsequent addendum. Proposers are not to rely upon an exception agreed to for a prior contract award to govern the terms of this solicitation – all proposed exceptions must be introduced and incorporated via addendum issued specifically for this solicitation. A proposer who submits exceptions to the solicitation after the Q&A Period may result in the proposer's submittal being deemed non-responsive by the University.**

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

#### **I. 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 for all inquiries regarding this solicitation:

CUNY Graduate School of Public Health & Health Policy

55 West 125th St, New York, NY 10027

Attention: Sapphire Howard, Purchasing Manager

E-mail: sapphire.howard@sph.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.*

## **II. Proposal Due Location:**

CUNY Graduate School of Public Health & Health Policy  
55 West 125<sup>th</sup> St, 7<sup>th</sup> Floor  
New York, NY 10027

*CUNY is not responsible for the delivery or submission of Proposals. Only Proposals that are sent, and accepted by the Designated Contact, shall be accepted. CUNY is not responsible for Proposals received after the deadline, regardless of the reason for lateness. On a case-by-case basis, CUNY may deem it acceptable for Proposals to be submitted via e-mail. In that instance, Proposals submitted via e-mail require scans of original (wet) signatures and notarizations to be considered a valid Proposal. 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).*

## **III. Anticipated Number of Contracts**

CUNY anticipates awarding one contract based on an evaluation of best value, as further described in Part 6 of this RFP.

## **IV. Anticipated Contract Term:**

The Contract Term will be up to five (5) years, commencing on the date that the Contract is approved by the Attorney General and the New York State Comptroller, as applicable. The College anticipates that the selected Contractor will complete all specified deliverables, within twelve (12) months following Contract Execution, and the vendor will provide hosting services for the remainder of the five (5) year term. CUNY estimates that the start date will be approximately December 1, 2025, however CUNY makes no representation that the Contract will commence on or near that date.

## **V. Questions and Clarifications Regarding RFP Requirements**

All requests for clarifications, or requests for a revision to any term or condition of this RFP must be submitted to the College's designated contact (see Section I above) prior to the applicable due date(s) for submission of written questions. CUNY will not consider proposed revisions to the terms and conditions set forth in the RFP after such date(s) and will not negotiate the terms and conditions set forth in the RFP at any other time.

## **Part 2:**

### **Proposer Qualifications and Requirements; and Diversity Participation Goals**

#### **2.1 Minimum Proposer Qualifications (Mandatory qualifications):**

CUNY SPH is seeking an appropriately qualified firm with experience in providing these Services. To be considered for Contract award, the Proposer must meet the following minimum qualifications:

- a. The Proposer must have a minimum of five (5) years of demonstrated experience in building websites and related digital web services using the WordPress web content management system, including building and editing bespoke WordPress themes in their entirety.
- b. The Proposer must have completed at least three (3) similarly sized public websites, located within the United States, which have been fully operational for a minimum of two (2) years. Each Proposer shall include a list of clients and relevant project information.
- c. The Proposer must have the capacity to perform all aspects of the Software Development and Service Lifecycles for the proposed website, including design, coding, implementation, SEO, and on-going support post-launch. Product resellers or other partners will not satisfy this requirement and, consequently, resellers and partners do not qualify for Contract award.
- d. The Proposer must have the capacity to comply with the NIST Secure Software Development Framework (SSDF) Software development security and Voluntary Product Accessibility Template (VPAT) standards while performing this work.

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

- a. It is preferred that the Proposer has experience developing primary websites for higher education institutions.
- b. It is preferred that the Proposer can demonstrate capabilities in integrating new technologies such as artificial intelligence (AI) into the design and functionality of the website.

## 2.3 Supplier Diversity Participation Goals

Pursuant to its discretionary authority under the New York State Education Law and State Finance Law, this procurement opportunity is limited to businesses certified pursuant to Articles 15-A (MWBE) and/or 17-B (SDVOB) of the New York State Executive Law. As such, CUNY has not established subcontracting goals for this procurement. NYS-certified MWBEs and SDVOBs are strongly encouraged to respond back to this solicitation. Additional MWBE, SDVOB, and Equal Employment Opportunity requirements applicable to this RFP and to the Contract are attached hereto as Part 9, Supplier Diversity Provisions.

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/>

Proposers may identify potential SDVOB Subcontractor(s) by, among other means, referencing the list of New York State certified SDVOBs found at the following internet address: <https://ogs.ny.gov/veterans>.

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. The selected 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 <https://www1.cuny.edu/sites/selltocuny/>.

### Workforce Utilization Report

- i. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by The City University of New York on a monthly basis during the term of the contract.
- ii. Separate forms shall be completed by Contractor and any Subcontractor.
- iii. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- iv. The Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

v. Pursuant to Executive Order 162 of 2017, 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.

vi. Visit [cuny.edu/workforceutilizationreport](http://cuny.edu/workforceutilizationreport) for additional information and instructions on how to complete this Report.

In accordance with Executive Order No. 177, Proposer must certify 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.

Proposers are encouraged to provide evidence of a demonstrable commitment to diversity and inclusion in its hiring, retention and promotion of women and minorities and is strongly encouraged to reflect their commitment by the members of the legal team assigned to matters that are the subject of this request for

proposal. Pursuant to Executive Order 162, the Contractor will submit quarterly reports that includes data on

the gender, race, ethnicity, job title, and salary of employees performing work on the contract.

## **Part 3: Project Objectives and Scope; Detailed Specifications and Deliverables; and Contract-Specific Provisions**

### **3.1 Overview of CUNY SPH**

The CUNY Graduate School of Public Health & Health Policy (CUNY SPH) is devoted to excellence in teaching, research, and service. As New York City's only public school of public health, we're committed to creating affordable, accessible, and supportive educational opportunities for all, including students from underrepresented communities, working adults, and first-generation scholars. We work collaboratively with faculty, students, researchers, and community partners to advance health equity and social justice by advocating for evidence-based solutions to pressing public health challenges that will improve health outcomes locally and globally.

The structure of the school consists of four academic departments, 8 master's programs, 3 doctoral programs, 2 certificates, other academic programs, numerous centers and institutes, and research and service initiatives.

### **3.2 Project Objectives**

CUNY SPH is seeking to enter into a contract ("Contract") with a qualified and experienced website development and design entity ("Contractor") for the purpose of redesigning and rebuilding its website, located at [sph.cuny.edu](http://sph.cuny.edu). CUNY SPH seeks to build a modern, user-friendly, dynamic, and visually compelling website that effectively communicates CUNY SPH's mission, engages our target audience, and enhances the overall user experience ("Website").

CUNY SPH is seeking a website developer that possesses experience in the higher education industry, with demonstrated technical and digital strategy expertise to research, design, and build a robust website while meeting current web usability and accessibility standards.

Maintenance shall be considered an integral part of this contract and will be treated as an ongoing deliverable. The selected vendor will be expected to provide support and maintenance services beginning upon project completion. These services will be renewed annually for up to four (4) years. Each proposal must include a comprehensive cost estimate that encompasses all anticipated maintenance services over the potential four-year term. This ensures that long-term support is planned for, budgeted, and aligned with the overall project lifecycle.

Contractor shall launch the final approved Website on the Contractor's hosting platform, which platform is subject to prior review and approval by CUNY SPH and CUNY Central Office of Computing and Information Services.

### **3.3 Specifications**

CUNY SPH's current website was developed in 2019 and requires a complete overhaul to reflect the latest web design trends, improve functionality, and better align with CUNY SPH's brand identity.

## Audience

The main audiences for CUNY SPH's website are prospective students, current students, faculty, staff, alumni, donors, partners and agencies that collaborate with the school, employers of CUNY SPH graduates, policy makers, the media, and peer schools.

## Website size

The current site is a custom coded WordPress site that has approximately 350 pages of content, with 114,000 active users in the last year.

## Requirements overview

The redesigned Website must meet the following requirements:

- **Enhanced User Experience:** Create an intuitive, responsive design that adapts to various devices and screen sizes (desktop, tablet, mobile).
- **Improved Information Architecture and Navigation:** Effectively organize the Website's content and develop an intuitive site navigation to make it easier for users to find information.
- **Optimized Performance:** Improve page load times, site speed, and overall performance.
- **SEO-Friendly:** Incorporate best practices for search engine optimization (SEO) to boost visibility.
- **CMS Integration:** Provide a user-friendly content management system (CMS) to allow for easy updates.
- **Brand Consistency:** Ensure visual elements and tone are consistent with CUNY SPH branding guidelines (Exhibit 1).
- **Improve UX/UI:** Enhance user experience and guiding their navigation through proper channels based on their interests and the type of user it is.
  - **Example 1:** A prospective student should be able to easily find information about programs, tuition, and application requirements.
  - **Example 2:** A staff member should easily be able to find info on the services they need and who they need to reach out to get them.
- **Accessibility:** Meet or exceed the most current version of the Web Content Accessibility Guidelines adopted by the World Wide Web Consortium for accessibility ("WCAG Standards").

## Specific requirements

The current site debuted in September 2019, replacing a site that was outdated in style, format, and function, and did not encompass the school's brand identity. It has been over five years since the current site was redesigned and reorganized and CUNY SPH finds that it no longer meets the school's needs or expectations. Ongoing feedback from CUNY SPH's audiences have helped the school identify some major issues that a redesign must address and relevant requirements. The Contractor shall create a redesigned website that conforms to the following requirements:

- **Information Architecture**

The current site utilizes a hierarchical structure, dividing all content into set categories, with little room to adjust or add new categories to the navigation. As a result, content that

does not fit neatly into the listed categories in the main navigation menu are housed in the closest fitting category, which isn't always intuitive to the visitor. The Website must be organized in a way that is intuitive and logically categorized, allowing for easily accessible information.

- **Navigation**

Navigating the site is challenging for those not familiar with it, with a major limitation being the organization of the navigation menus. To accommodate an ever-expanding volume of content and pages, the Website must feature adaptable menus that can be organized effectively to showcase the wide breadth of information across the site. For example, information about CUNY SPH's academic programs, some of the most important content on the website, is currently divided across the academic section, admissions section, department pages, and "for current student" pages making it challenging for students to find the information they seek.

The current site was organized with specific audiences in mind (students, faculty, staff, alumni, and others) but information often overlaps across audiences, and CUNY SPH needs a navigation system that can account for multiple audiences. The new Website must have an effective navigation and information architecture to help viewers easily pinpoint the info that pertains to them.

- **Search function**

The new Website must include comprehensive search functionality as many of the current website's users report that is how they locate the information that they seek.

- **Page templates**

The current website's templates that govern the current design are not adaptable and are no longer serving CUNY SPH's evolving communications needs. The new Website will require a range of templates to provide a variety of page formats. All templates must be able to handle a wide variety of features, widgets, plugins, and other customizations since these elements are often available from providers like WordPress for use on all websites and pages, and are not template-dependent.

For example, CUNY SPH's [degree program pages](https://sph.cuny.edu/academics/degrees-and-programs/masters-programs/mph-in-community-health/) (https://sph.cuny.edu/academics/degrees-and-programs/masters-programs/mph-in-community-health/) contain a large amount of information. The Contractor must provide templates that offer an easily digestible format for the reader, while also keeping the page and content crawlable by search engines.

- **Calendar function**

The new Website must have an events calendar that integrates RSVP managing functionality, event submissions by visitors to the site, the ability for the viewer to easily add calendar events to their personal calendar, and calendar functionality for other pages.

- CUNY SPH must be able to feature internal events together in one place, that need not be public facing. For example, an internal calendar on the intraweb would address this.

- **Multimedia**

The new Website must be able to integrate photos, video, slideshows, podcasts, and other media onto CUNY SPH's home and other pages. CUNY SPH must be able to create dynamic pages that are easily updatable with changing content.

- **Faculty directory**

CUNY SPH's faculty directory is set up to pull information from [Watermark \(https://www.watermarkinsights.com/solutions/faculty-success/\)](https://www.watermarkinsights.com/solutions/faculty-success/), a faculty activity reporting platform, through an API. Faculty have access to their profiles in Watermark and this setup was supposed to give them ownership over their faculty pages, with the freedom to make updates to their Watermark profiles at any time, which are immediately reflected on their faculty page. However, the API is inconsistent in its functionality, often pairing info incorrectly from Watermark to faculty pages, requiring a lot of manual updating of the faculty pages on the website. The redesigned Website must include an API that works seamlessly with Watermark so that faculty only need to update and monitor their information in one place and can rest assured that the correct and accurate info is reflected on their faculty pages on the website.

- CUNY SPH requires a keyword tagging system so that visitors to the Website can easily filter for faculty by research areas. For example, a student interested in "maternal health" and seeking faculty that are engaged in related research has no way to determine from the school's current directory which faculty fit this parameter.
- The redesigned Website must include a mechanism for including emeritus, affiliated, and visiting faculty who are associated with the school and its programs, but would not have a full faculty page in CUNY SPH's directory.

- **Staff directory**

The current staff directory is manually updated, which is a heavy lift considering the high rate of new hires and separations. The Contractor must ensure that in the redesigned website, the staff directory is constructed in a manner that allows CUNY SPH to be able to periodically upload data which would automatically update the staff directory, adding in new hires and removing separations.

- **Permission systems**

Users on the current site have access to the full site. The new Website must have a "permissions" system that allows CUNY SPH to give individuals access to update and maintain specific pages and sections.

- **Intranet and password protected pages**

The new Website must have the ability to have an intranet within the website. The current site only allows one password to be implemented with the password-protection function,

effectively limiting CUNY SPH to one password-protected page on the entire website, rather than a full intranet.

- **Search engine optimization**  
The new Website must utilize SEO that reflects industry best practices.
- **Data and security**  
CUNY SPH collects data via web forms (e.g. Gravity Forms). The new Website must allow CUNY SPH to collect information securely, with the option to easily export the data to .xls and .csv files.
- **User friendly editor**  
The Website backend must be easy to work on so that staff can easily create new pages and make content updates. The Contractor must provide detailed training materials on maintaining and updating the Website's content.
- **Ability to update WordPress and plug-ins**  
CUNY SPH finds the current site difficult to keep updated as new WordPress and plug-in updates often clash with the custom code of the site. The new Website should not only serve the functionality we need, but must be easy to maintain and update as needed.
- **Ongoing maintenance and updates**  
CUNY SPH finds it a challenge to keep its WordPress and plug-ins updated as updates are sometimes not compatible with CUNY SPH's custom-coded site and built in functionalities. The Contractor must provide ongoing updates and maintenance after the launch of the new website to ensure code compatibility with new versions of plugins, WordPress, PHP, and MySQL. These service requirements will be outlined and agreed upon in this contract.

### **Additional Requirements**

In addition to the requirements stated above, the Contractor shall provide the following services and ensure that the redesigned website meets the following requirements:

- A redesigned Website that aligns with the CUNY SPH brand guidelines (Exhibit 1)
- WordPress-based site - Website should be structured as a WordPress multisite
- WYSIWYG(What you see is what you get) editing capability
- A range of page templates that provide a variety of page formats
- Responsive design that adapts the content for the user's device, (including not limited to mobile, tablet, laptop)
- Meet or exceed ADA compliance guidelines and the most current WCAG Standards
- Integration of analytics program such as Google analytics
- Integration with an eventual CRM (e.g. Slate)
- Have an average load time in-line with industry best practices

- Compliance with all current privacy and disclosure standards, including the General Data Protection Regulation (“GDPR”) and CCPA the California Consumer Protection Act (“CCPA”)
- A staging environment to provide individuals/groups with the opportunity to view their pages, content, and functionality before they go live

## Competitor Sites

The websites listed below are of some of CUNY SPH’s peer public health schools, some of which embody designs and organization that CUNY SPH strives for in its new website, and some that highlight what CUNY SPH does not want.

- [Boston University School of Public Health](#)
  - CUNY SPH especially likes their navigation menu (the full menu)
  - Their design is clean and very modern with branding integrated in a subtle way.
- [Harvard T.H. Chan School of Public Health](#)
  - CUNY SPH likes the navigation system in their [Admissions](#) section (<https://hsph.harvard.edu/admissions/>), particularly that you can hide it if you don’t need it, and that the page is responsive to it.
  - CUNY SPH likes the “Search this section” on some of their [pages](#) (<https://hsph.harvard.edu/tuition-and-financial-aid/tuition-fees-and-annual-cost-of-attendance/>).
  - CUNY SPH likes the ability to filter the content on [this page](#): (<https://hsph.harvard.edu/exec-ed/program-finder/>).
- [NYU School of Global Public Health](#)
  - CUNY SPH likes that when hovering over the main navigation categories, some of the dropdown menus feature images for some of the most important or highly visited pages.
  - The [faculty directory](#) (<https://publichealth.nyu.edu/faculty>) can be filtered by research topic.
- [University of Michigan School of Public Health](#)
  - The navigation seems to be comprehensive.
  - The color blocking on a lot of [pages](#) (such as [this one](#): <https://sph.umich.edu/epid/index.html>) renders the page not easily skimmable. This type of design is fine for a landing page, but for a page with important info, the design is too visually noisy.
- [Yale School of Public Health](#)
  - We like the full navigation menu (blue button)
  - We appreciate that some of the pages attempt to provide easy links to related content (e.g. the [Admissions and Aid page](#) available at <https://ysph.yale.edu/admissions-financial-aid/>), but there is too much imagery of different sizes, inconsistency in row and column content and organization, and a variety of colors that muddles the branding. Overall, the pages look cluttered and are not visually easy to skim over.
- [Johns Hopkins - Bloomberg School of Public Health](#)
  - We like that their [Headlines](#) page (<https://publichealth.jhu.edu/headlines>) has topic tags and that their [Articles & News Releases](#) page (<https://publichealth.jhu.edu/headlines/articles-news-releases>) allows for searching by topic.
  - Like Yale, their [admissions page](#) (<https://publichealth.jhu.edu/offices-and-services/office-of-admissions-services>) links to a variety of relevant pages, but in a manner that is easy to navigate both visually and physically.

### 3.4 Implementation services and deliverables

The Contractor shall provide the following implementation services and deliverables to CUNY SPH.

Phase	Deliverable(s)	Timeframe
Discovery and Planning	<ul style="list-style-type: none"><li>• Project plan</li><li>• User experience design (UX)</li></ul>	Month 1
Design	<ul style="list-style-type: none"><li>• Wireframes</li></ul>	Month 2
Development	<ul style="list-style-type: none"><li>• Website design (UI)</li></ul>	Months 3-4
Development and Migration	<ul style="list-style-type: none"><li>• Website development</li></ul>	Months 5-8
Testing and Quality Assurance	<ul style="list-style-type: none"><li>• Beta testing</li></ul>	Months 8-9
Testing and Acceptance	<ul style="list-style-type: none"><li>• User acceptance testing</li><li>• Knowledge transfer and training</li></ul>	Months 10-11
Launch	<ul style="list-style-type: none"><li>• Launch website</li></ul>	Month 12
Post-launch	<ul style="list-style-type: none"><li>• N/A (Ongoing services – not a deliverable)</li></ul>	Month 13 onwards

#### 3.4.1 Deliverable #1: Project Plan and User Experience Design (UX)

The Contractor shall:

- Review the current website to identify strengths, challenges, and opportunities of the existing content, design, and information architecture.
- Define and develop user personas for website audiences, including, but not limited to, current/prospective students, faculty/staff, and alumni. The Contractor shall identify the needs and goals for each persona and outline the best web experience that helps them efficiently reach their intended goal in using the website.

The Contractor shall provide a completed Project Plan within thirty (30) days of the commencement of the Contract. Upon CUNY SPH's approval of the personas, the Contractor will outline the recommended Website architecture, which will drive the site map and definition of the website wireframe. The proposed Website architecture will be approved by CUNY SPH, in its sole discretion.

#### 3.4.2 Deliverable #2: Wireframes

Upon CUNY SPH's approval of the Website architecture, the Contractor will develop wireframes for the School's home page, and all page templates. The wireframes are skeletal frameworks of each page that demonstrate content and image placement, navigation, page

elements and other site features.

The Contractor will provide page templates including but not limited to the templates listed below and will suggest additional page templates as needed based on information discovered in Deliverable #1.

- Homepage template
- Level 1 template for landing pages
- Level 2 template for general pages
- Templates for generic pages that fall outside of the site's main hierarchy, such as:
  - 404 error page
  - 500 server error page
  - Sitemap page
  - Search results page

CUNY SPH's acceptance of the above-referenced wireframes and templates shall constitute completion of Deliverable #2.

### **3.4.3 Deliverable #3: Website design (UI)**

Upon CUNY SPH's approval of the wireframes, the Contractor shall develop content, imagery, and video in consultation with the CUNY SPH team. All content, imagery and video developed by the Contractor is subject to approval by CUNY SPH, in its sole discretion. The content will be developed for each page of the Website to clearly match the intended goals, calls to action and supporting information that each user persona requires.

The Contractor shall provide content documentation that will include a link mapping spreadsheet tracking the internal and external hyperlink destinations for each page of the Website.

The Contractor shall develop an image and video strategy that defines how each element will be used within the Website to support the user experience and content. The Contractor shall work with CUNY SPH's Project Team to inventory any existing images or videos to determine what new assets need to be developed. Following that inventory, the Contractor will advise on, and aid in the production and securing of needed video and photo assets.

Once the content, imagery and video assets have been defined, the Contractor will design the home page and the templates for all remaining pages.

CUNY SPH's acceptance of the Contractor's design of the home page and the templates for the remaining pages shall constitute completion of Deliverable #3.

### **3.4.4 Deliverable #4: Website development**

The Website development (Deliverable #4) includes the following tasks:

- Upon CUNY SPH's approval of each web page design, the Contractor shall build the development site pages using WordPress blocks or an approved page builder, in collaboration with CUNY SPH's Information Technology team.
- The Contractor shall provide hosting for the Website during the development phase, with appropriate access granted to the CUNY SPH team for testing and review.
- The Contractor must ensure that the Website complies with NIST Secure Software Development Framework (SSDF) Software development security standards, including but not limited to modular access control for content editors and site administrators. The

Website must allow for role-based and page-level access for content editors, and must support multi-factor authentication for access to the WordPress management interface.

- The Contractor shall conduct content optimization while each page is on the development server to ensure that it meets requirements for organic search engine results.
- The Contractor shall complete testing on all pages to ensure the Website and all content meet or exceed ADA compliance guidelines and the most recent WCAG Standards' accessibility requirements, mobile responsiveness, and all links are working correctly.
- The Contractor shall outline a migration plan that includes timing and responsibilities for approval by the CUNY SPH IT team, which will ensure that when migration begins, each party knows their responsibilities and role in the process.
- The Contractor shall collaborate with the CUNY SPH Information Technology team to set up appropriate web hosting in preparation for migration.
- During migration, the Contractor shall allow for design and content modifications, as needed.

Deliverable #4 shall be deemed completed once CUNY SPH has accepted each of the tasks listed in this section.

#### **3.4.5 Deliverable #5: Beta testing**

- CUNY SPH will test all page templates against design documents to determine compliance with intended functionality.
- The Contractor shall allow for design and content revisions and modifications, as needed until templates align with approved designs and required functionality and until the Website has been accepted and considered delivered. CUNY SPH will authorize one person to approve design and functionality of page templates.

CUNY SPH's acceptance of the page templates' functionality, and the Website, following testing, shall constitute completion of Deliverable #5.

#### **3.4.6 Deliverable #6: User Acceptance Testing, Knowledge Transfer and Training**

- The Contractor shall conduct up to ten (10) User Acceptance Testing (UAT) sessions with CUNY SPH end-users to evaluate personas and goals developed during the design phase. UAT sessions, up to three (3) hours in duration, will be conducted as interactive online meetings.
- The Contractor shall provide documentation on procedures for CUNY SPH content managers to use the templates developed for the Website. Documentation shall include instruction on how to use templates to create new published pages, and a detailed description of dependencies and requirements for the templates to function as designed.
- The Contractor shall provide training by reviewing documentation with CUNY SPH content managers in up to 5 Knowledge Transfer sessions lasting no more than three (3) hours each. The Contractor shall revise documentation to expand on any sections where information was deemed insufficient by CUNY SPH content managers.

Contractor's completion of the tasks referenced in this section, and CUNY SPH's acceptance of the same, shall constitute completion of Deliverable #6.

#### **3.4.7 Deliverable #7: Launch website**

- The Website must be ready for public release.

- CUNY SPH will provide support during go-live to ensure that themes, plug-ins, and other components are configured correctly on CUNY SPH servers. The Contractor must be available for technical support sessions, which may last up to two (2) business days (totaling sixteen (16) hours) during standard business hours (e.g. 9am-5pm on weekdays).
- The Contractor shall perform a final round of testing to ensure all functionality is available as expected post-launch, and will provide a written report with remediation steps for any configurations that may still be pending within 2 business days of go-live. Contractor's launch of the Website, and completion of final round of testing and tender of written report with remediation steps as described above, and CUNY SPH's acceptance of the same, shall constitute completion of Deliverable #7.

### **3.5 Deliverable review, acceptance, and payment**

Contractor shall prepare each Deliverable in a form, format, and in such detail as required or necessary to fulfill the Deliverable's purposes. Contractor shall perform a systematic review and revision of such Deliverable(s) prior to delivery to CUNY SPH. CUNY SPH will review and provide feedback on the Deliverable within five (5) Business Days, unless a different time period is agreed between CUNY SPH and Contractor project managers. If the Deliverable is not acceptable to CUNY SPH in form or content, Contractor shall revise and resubmit the Deliverable to CUNY SPH within three (3) business days, unless a different time period is agreed between the CUNY SPH and Contractor project managers. The cycle of Deliverable submission and review will continue until the Deliverable is approved by CUNY SPH.

The above acceptance criteria shall be required for all Deliverables except 5 and 6. For Deliverable 5, UAT and Knowledge Transfer will be deemed complete following delivery of all specified sessions and approved revisions, certified by SPH. For Deliverable 6, the Contractor shall provide remediation of all defects, and obtain certification of approval from SPH within the timelines detailed in section 3.9 below.

**3.5.1 Payment:** CUNY agrees to pay, and the Contractor agrees to accept an amount not to exceed the Total Proposal Price indicated in the Price Proposal Breakdown (Attachment 5) as the maximum payment for the Services provided under this Contract. Contractor shall be paid in accordance with the prices for Deliverables indicated in the Price Proposal Breakdown. There is no minimum guarantee of Services under this Contract and Contractor's Total Proposal Price shall in no way be construed as a guaranteed payment. CUNY will pay Contractor only upon acceptance of Deliverables pursuant to the terms of the Contract, and upon acceptance properly prepared invoices with sufficient supporting documentation. Further, CUNY reserves the right to specify the method of payment (i.e. wire or check or electronic funds transfer). The process for each Deliverable proposed by Contractor shall be fully-loaded prices, inclusive of all costs and expenses necessary to complete the Services, including but not limited to labor, supplies, travel, insurance, and taxes. No other amounts shall be payable under this Contract.

### **3.6 CUNY SPH Project Manager**

CUNY SPH will identify a point of contact to manage the overall operations of this project, the CUNY SPH Project Manager. The CUNY SPH Project Manager's responsibilities shall include but are not limited to:

- a. Be responsible for relaying decision(s) from CUNY SPH to the Contractor.

- b. Manage CUNY SPH tasks, project risk, and take corrective actions to mitigate any delays and report status to the Contractor and the CUNY executive committee in a timely manner.
- c. Participate in weekly status meetings.
- d. Manage the Change Orders, timeline, scope and budget for the project.
- e. Facilitate the involvement of other CUNY SPH staff members as needed.
- f. Coordinate CUNY SPH's review of and signoff of deliverables, Change Orders and acceptance.

### **3.7 Contractor Project Manager**

The Contractor shall designate a project manager for this Project ("Project Manager") in writing.

The Project Manager shall:

- a. Serve as the principal liaison between CUNY SPH and Contractor personnel (including any Subcontractors) participating in this project.
- b. Have full decision-making authority on behalf of Contractor including authority to obligate Contractor.
- c. Develop and maintain the Implementation Plan, in consultation with the CUNY SPH Project Manager.
- d. Review all project risks with CUNY SPH Project Manager
- e. Maintain control over the work duties, schedule, and performance of the Contractor's team.
- f. Resolve any CUNY SPH questions and comments on the submitted deliverables.
- g. Be responsible for managing the Contractor's staff assigned to this Project.
- h. Facilitate regular communication with CUNY SPH, including weekly meetings and status reports/updates, measure the project performance against the project plan and provide updates to CUNY SPH. Communication shall include but not limited to:
  - i. Status Reporting – The Contractor's Project Manager shall publish a weekly status report to communicate progress, issues, risks, and plans. The status report will be sent to the CUNY SPH Project Manager to ensure they share a common view of the contributions, commitments, and challenges of the effort. The status report shall be a document that includes all items such as issues, Change Orders, communication, and actions taken.
  - ii. Status Meetings – If directed by CUNY SPH, the Contractor's Project Manager shall meet with the CUNY SPH Project Manager to review progress, adjust priorities, resolve issues, review staffing plans, assess risks, and identify improvements.
  - iii. Ad Hoc Meetings –the Contractor's Project Manager shall coordinate with the CUNY SPH Project Manager on the scheduling and facilitation of ad hoc project meetings, in particular for those meetings covering topics related to the overall timeliness, cost, and success of the project.
  - iv. Provide meeting summaries (minutes) within two (2) business days of meetings.

In the event of a mid-term change of Project Manager or any other Contractor personnel, or during the absence of the Project Manager, for any reason, Contractor shall promptly notify CUNY SPH of any significant personnel changes and provide a detailed continuity plan for CUNY SPH's approval. It is the responsibility of the Contractor to assure there are qualified personnel in place through the duration of the project.

The Contractor shall also clearly describe the retention time of key staff throughout the contract. The Contractor shall ensure that all its employees assigned to work under this contract are legally

entitled to work in the United States. Accordingly, CUNY SPH reserves the right to request legally mandated documentation.

Contractor shall ensure that CUNY SPH will at all times have access to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section shall be deemed to preclude CUNY SPH from discussing any matters relating to Contract with any other members of Contractor's organization.

### **3.8 Post-production warranty**

Following completion of the work, the Contractor shall log, track, and remediate Level 1 and Level 2 issues, as defined in the following section, reported by CUNY SPH for one (1) year following final acceptance of completed website (Deliverable #7).

### **3.9 Severity level of defects**

#### **Level 1**

A Defect that results in a critical business impact interruption, making critical functionality inaccessible, or a complete system interruption causing a severe impact on system availability with no acceptable alternative or work around. Timeline for remediation is within 24 hours-notice from CUNY SPH.

#### **Level 2**

A Defect that results in a critical functionality interrupted, degraded, or unusable, having a severe impact on business processes. Functionality is adversely affected but can be circumvented, or certain functions are disabled but the system remains operable. No acceptable alternative is possible. Timeline for remediation is within 1 business day from notification from CUNY SPH.

#### **Level 3**

An issue that results in a partial non-critical functionality loss and the issue has no significant effect on the usability, or a time-sensitive issue important to long-term productivity that is not causing an immediate work stoppage. An acceptable workaround is available. Timeline for remediation is within 5 business days from notification from CUNY SPH.

#### **Level 4**

An issue that results in a very low impact on the business processes. A functionality enhancement request, or configuration request for a change to the screen layout or design. Timeline for remediation is within 15 business days from notification from CUNY SPH.

### **3.10 Accessibility**

- 3.10.1 The Contractor shall comply with all applicable federal and state laws and regulations regarding the accessibility of the Website for those who are disabled. Any network-based information and applications development, or programming, including, but not limited to, Websites delivered to or by the State of New York pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, Executive Law Section 170-f, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005,

Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to all users, including those with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by CUNY and any report on the results of such testing must be satisfactory to CUNY.

- 3.7.2 In accordance with Section 170-f of the New York State Executive Law, Contractor represents and warrants that the Website’s online content and functionality shall conform to the most current version of the Web Content Accessibility Guidelines adopted by the World Wide Web Consortium for accessibility (“WCAG Standards”), or any successor standards, which standards are incorporated herein by reference.
- 3.7.3 If, during the term of the Contract, CUNY determines that a user of the Website requires a special modification in order to make full use of the Website, then the University shall promptly submit a written request to the Contractor for a modification to the Website in writing, and Contractor shall use commercially reasonable efforts to provide such modification promptly. In the event that the requested modification requires more than commercially reasonable efforts, then the Contractor shall engage in good faith negotiations with CUNY to amend the Contract as necessary to provide for the requested modification of the Website. In the event that the Website cannot, following good faith negotiations by both parties, be modified in accordance with this section to enable the user to make full use of the Website, then the University shall have the right to terminate the Contract upon thirty (30) days’ written notice.

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## Part 4: Technical and Management Proposal Requirements (Proposal Volume II)

Proposer shall provide a brief history and description of: Proposer's business organization (with copies of organizational documents); its expertise and experience as it relates to the requirements discussed in the scope of work and specifications described in **Part 3**; its understanding of and approach to the Project; its process and timeline for rendering the Services; and plans for maintenance and support, to the extent applicable. The information should include, but not be limited to:

### **Proposer's Background:**

- Proposer's name and address and, if applicable, EIN. Also indicate the type of entity, for example, a corporation, partnership, or public organization.
- 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.
- Total number of years Proposer has been in its current business.
- Brief history of Proposer's operations to date, noting key milestones, challenges and successes, along with a statement and analysis of Proposer's organization going forward, including its goals, strategic outlook, projected growth, etc.
- Documentation of Proposer's organizational structure, including a project organization chart, with names and titles for the individuals to be assigned, including Subcontractors to the project, during the implementation and for the duration of the project. Also include the role each individual would play. Clearly identify who are the Proposer's and Subcontractor respective individuals.

### **Proposer's Experience:**

- Number of years Proposer has been providing the Services required by this RFP and description of operations, facilities and number of employees dedicated to the development of the Services required by this RFP.
- Biography and/or resumé for each Key Team Member, including personnel who would have direct contact with or provide services to the University. 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.
- Number of current customers using the Services solicited as part of this RFP; identify how many of such customers are higher education institutions.
- Proposed staffing plan for rendering the Services required by this RFP (including if plan to use any former CUNY employees triggering JCOPE filing requirement)
  - Describe how staffing will be provided to meet the project, business, and technical obligations over the entire term of the Contract.
  - Describe how Proposer intends to fill the Key Roles to provide Implementation Services in Part 3 of this RFP.
  -
- Provide a detailed description of how the Proposer meets the requirement in Part 2, Paragraph 1, sections (a) and (c).
- Provide a list of clients as described in Part 2.1.b.
- For each of the clients referenced as described in Part 2, which must be U.S. based and have the solution implemented and fully operational for a minimum of two years, provide the following:
  - Name and contact information of the client executive that your company worked with.
  - Dates during which services were provided
  - Description of the project scope, services, and deliverables provided. This narrative must include and convey evidence pertaining to the Proposer's ability and experience in providing the Services as outlined in Part 3, including a description of the level of complexity of the project.
  - Total contract dollar value of each project
  - Project duration

- Additional information to support your firm's experience (e.g. success criteria achieved, metrics, etc.)
- Description of Subcontractor roles, if any
- References submitted will be used to validate the minimum qualifications. Differences between the information provided by references and proposal submitted may result in disqualification.
- Provide information documenting your experience working with any proposed Subcontractors, include the nature of the relationship, number of engagements worked together, duration of engagements, and specific work delivered by the Subcontractor.

#### **Understanding and Approach to Rendering the Services; Schedule for Implementation:**

- Describe Proposer's understanding of the overall goals and requirements of the Project.
- Describe Proposer's approach to meeting the goals and requirements of the Project.
- Describe the basis and evidence supporting Proposer's ability to provide the Services required by this Contract.
- Describe the process and timeline for rendering the Services (including, as relevant, implementation, end-user training and operationalizing any systems).
- Describe the processes used for both maintenance and support of any systems and the process for improving and updating systems
- Describe and provide plans for training and training for product changes and enhancements.
- Provide anticipated staffing requirements for CUNY during the implementation of the project, including specific roles and level of effort within and across phases.
- Provide an Implementation Plan in full accordance with Part 3, Section 3.4, of this RFP, describing the strategy and approach for accomplishing the services detailed in this RFP. Information provided in this plan must demonstrate the Proposer's understanding of the skills and processes necessary to successfully deliver the services described in this RFP. The implementation plan must include details of the proposed project implementation, and management of the challenges associated with its implementation. The Implementation Plan must also include the level of effort anticipated for the solution for both the Proposer and for CUNY SPH. The plan must include all necessary activities to perform and procedures to follow to ensure a smooth transition into the Production environment.
- Provide a Project Schedule that includes the project timeline, all major milestones, work breakdown structure and a list of technical assumptions. In addition, the Schedule must define the sequencing of project activities, including the duration and dependencies among activities. The schedule must describe expected Proposer and CUNY resources.
  - Outline the specific activities the Proposer will regularly perform to identify, qualify, quantify, prioritize and manage project risks. Indicate the frequency of risk management status reporting.
  - Describe the process envisioned to ensure that issues are managed and resolved in a timely fashion.
  - Describe planned actions to avoid, mitigate and address typical project risks.
  - Provide two examples from the clients provided where there were risks/issues and how Proposer handled this. Proposer's response must include at a minimum, how the risk was identified/determined, what were the step(s) taken to address/fix the issue and how long did it take to be resolved.
- Describe how Proposer's firm intends to ensure successful lines of communication between CUNY SPH and the Proposer's Project Management Team. The plan should include both status updates and written communications. Provide a sample communication plan from another client engagement of similar scope.
- In accordance with Part 3, Section 3.4.6, of this RFP, describe the training methodology, training materials and courseware and the proposed training schedule for orienting users to the full scope of services.
- The Proposer must demonstrate the capacity to perform all aspects of the Software Development and Service Lifecycles for the proposed website, including design, coding, implementation, SEO, and on-going support post-launch. Product resellers or other partners will not satisfy this requirement and, consequently, resellers and partners do not qualify for Contract award.

- The Proposer shall demonstrate the capacity to comply with the NIST Secure Software Development Framework (SSDF) Software development security and Voluntary Product Accessibility Template (VPAT) standards while performing this work.
- The Proposer shall demonstrate that it has a dedicated, qualified workforce to complete the required work. The Proposer shall submit a work plan as detailed in Part 5.
- The Proposer shall demonstrate that it has the capacity to provide ongoing support and maintenance services post-delivery Part 3 of this RFP.

Value Added: Discuss any additional value, expertise, processes, technology, solutions, and the like to further the goals of the Project that Proposer can provide.

## Part 5: Proposal Price Breakdown Pages (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 Proposal.** If there is no charge for a specific service, then state “\$0” for that service. Each Service is deemed separate and must be priced separately.

**1. Implementation Price: Deliverables 1 thru 7 (One-time, non-recurring):** \$ \_\_\_\_\_

**2. Annual Price:** (Complete the below table, as applicable. If any price is included in any other service, indicate such for the respective service.

Service Description	License	Hosting	Maintenance	Support	Training	Annual Price
Year One	\$	\$	\$	\$	\$	
Year Two						
Year Three						
Year Four						
Year Five						
Price for Five Years:						\$

Proposal Price (Sum of **Implementation Price** and **Price for Five Years**): \$ \_\_\_\_\_

Write Proposal Price in Words: \_\_\_\_\_

## Part 6: Proposal Scoring Criteria and Weights

### Step 1: Administrative Review

CUNY will conduct an administrative review of each Proposal to ensure that all content has been submitted in accordance with this RFP (including a completed Form 1 signed by an authorized representative of Proposer and completed Forms 2 and 3) and that Proposers meet the Minimum Qualifications set forth in this RFP. Proposals that do not include all required content will be deemed non-responsive and will not be granted any further consideration, unless CUNY deems such omissions non-material. Proposers are not permitted to alter or amend their Proposals after the Proposal Submission Due Date and Time. After a firm has been identified for award, all Proposers will be notified.

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

Upon completion of its Administrative Review above, the University's/College's Procurement Department will score the Diversity Practices Questionnaire. The Diversity Practices Questionnaire will be scored on the points system as indicated on the questionnaire. The total score received for each Diversity Practices Questionnaire will be proportionally converted for a maximum of up to five (5) points. The scores for Proposers' Diversity Practices Questionnaires will not be disclosed to CUNY's Technical Evaluation Committee ("Committee") prior to their completion of their evaluation and scoring of Proposers' Technical Proposals.

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

Members of the Committee will preliminarily score each Technical Proposal individually and then meet as a group to discuss and give final scores to the Technical Proposals. The preliminary Technical Score for each Proposal will consist of the sum of the scores given to the Technical Proposal by each of the Committee members, divided by the number of Committee members with a maximum score indicated in this section, and will be provided to the University's or College's Procurement Office. Then the members of the Committee will meet as a group to discuss the Technical and Management Proposals. After such group discussion, the 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.

### Step 4: Scoring of Volume III: Price Proposal (30 Points)

The University's/College's Procurement Department will score the Price Proposals. Only the University or College Procurement Office will be privy to pricing information until the 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. The Proposer with the lowest proposed price, will receive a total of thirty (30) points, and higher proposed prices will receive proportionately lower points.

#### Step 5: Short-Listing Proposers

The University's or College's Procurement Office will add the Diversity Practices Questionnaire Score, the Technical Score and the Price Proposal Score to calculate each Proposer's Initial Score. Initial Scores will be used to create a short-list of proposers. The University's or College's Procurement Office will inform the Committee members of the total scores of the Proposals. [Sample language] Short-Listed Proposers for this solicitation will consist of the three Proposers with the highest Initial Scores and any Proposers that are within ten (10) points of the highest score.

**CUNY, in its sole discretion, reserves the right to select the Proposer(s) the highest Initial Score(s) without requiring Oral Presentations.**

#### Step 6: Oral Presentation and Product Demonstration for Short-Listed Proposers, if required (10 points)

The Short-Listed Proposers shall provide an Oral Presentation to the Committee in a form and manner requested by CUNY. The Committee will evaluate a Short-Listed Proposer's Oral Presentation and award a score with a maximum of ten (10) points based on the following criteria:

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

#### Step 7: Calculation of Short-Listed Proposer's Final Proposal Score

The Final Proposal Score is the sum of the Short-Listed Proposer's Diversity Practices Questionnaire, Technical, Price and Oral Presentation (if required) Scores for a possible maximum Final Proposal Score of one hundred (100) points.

CUNY reserves the right to request Best and Final Offers (“BAFOs”) from those Proposals receiving an Oral Presentation, solely with respect to cost. Should CUNY exercise this right, CUNY will request a BAFO from each Short-Listed Proposer. A BAFO must be a lower price than the initial Proposal price. The cost score for the Short-Listed Proposers will be adjusted accordingly to determine the Proposer’s final score.

#### Step 8: Selection of Proposer

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

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**Table 1 Proposal Scoring Criteria and Weights**

**[SAMPLE]**

<b>Title</b>	<b>Scoring Method</b>	<b>Item Weight</b>	<b>Section Score</b>	<b>Points out of 100</b>
<b>Minimum Proposer Requirements (See Part 2-Paragraph I)</b>	Pass/Fail			N/A
<b>Diversity Practices Questionnaire</b> (for procurements with estimated value of \$250,000 or greater)	Scored			<b>5</b>
<b>Technical and Management Proposal</b>	Scored			<b>55</b>
Organizational Strength				
Key Team Members				
References				
Background				
Experience				
Understanding and Approach to Rendering Services; Schedule for Implementation				
<b>Price Proposal</b>	Scored			<b>30</b>
<b>Oral Presentation /Product Demonstration by Short-Listed Proposers, if required</b>	Scored			<b>10</b>
			Possible Score	<b>100</b>

## Part 7: Terms and Conditions of Contract

## **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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**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, citizenship or immigration status, 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, upgrading, 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 and Technology Development 625  
Broadway  
Albany, New York 12245 Telephone:  
518-292-5100

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 33rd Floor  
New York, NY 10017 646-  
846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 May 2023, 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 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (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/Offeror’s pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>. 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.

## Part 8: Service Level Agreement (if applicable)

**Add language here (for SaaS and similar procurements)**

## Part 9: 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](http://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](mailto: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.

**1. 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 a 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.

## Part 10: Important Notices to Proposers

### 1. Overview

The City University of New York is the nation's largest urban public university. Founded in New York City in 1847 as the Free Academy, CUNY is currently comprised of 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 adults, 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.

- 1.1 The City University of New York ("CUNY" or the "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 vendors to acquire the goods, licenses, and/or services as specified in **Part 3**. This RFP sets forth the terms, conditions, and all applicable information required for submitting a responsive proposal ("Proposal"). In order to submit a responsive Proposal, each proposer must follow the format and instructions in **Part 1**, as well as any other relevant requirement described in this RFP concerning the process for submitting a Proposal.

CUNY anticipates making one or more awards (as indicated in Part 1) on a "best value" basis (as defined by New York State Finance Law, Article 11, §163) as a result of this solicitation and anticipates issuing a contract ("Contract") to a Proposer(s) selected according to the process described herein ("Contractor").

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

- 1.2 Key Events and Dates

**Part 1** 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. The terms of each Addendum will become part of the resulting Contract and supersede any contrary terms in the RFP. Each Proposer must acknowledge receipt and acceptance of the terms of all issued Addenda.

- 1.3 Contract Term

The term of the Contract is stated on **Part 1**.

- 1.4 New York State Procurement Lobbying Law

In accordance with University policy and the New York State Procurement Lobbying Law, Proposers are prohibited from contacting anyone at the University or College (including, employees, administrators, and Board of Trustees members) regarding this solicitation to attempt to influence (or to give the appearance of attempting to influence) the procurement, from the date Procurement

Lobbying Law Restrictions Begin, as defined in Part 1, until a Contract has been registered (the "Restricted Period").

All questions and/or requests for clarification concerning this solicitation must be submitted in writing via email to the individual(s) identified as the Designated Contact(s) on **Part 1**.

In accordance with the Procurement Lobbying Law, CUNY may reject a Proposal if a Proposer makes any unauthorized contact during the Restricted Period. 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

- 1.5.1 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.
- 1.5.2 Issuance of this RFP does not obligate CUNY to award a Contract for Services and does not constitute an offer to contract. Similarly, acceptance or evaluation of any Proposal does not obligate CUNY to award a Contract for Services or constitute an offer to contract.
- 1.5.3 CUNY will undertake an initial administrative review of each Proposal received to determine if they are complete and if the Proposer meets the Minimum Proposer Qualifications described in **Section 2** below and **Part 2** of the RFP. To be complete, a Proposal must include all required information, forms, signatures and notarizations. CUNY will forward all complete Proposals that meet the Minimum Proposer Qualifications to the Evaluation Committee for further evaluation.
- 1.5.4 CUNY will 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.
- 1.5.5 Each Proposer is presumed conclusively to have full knowledge of 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).
- 1.5.6 Under no circumstances shall CUNY be liable for any costs incurred by Proposers: (i) in preparation and/or production of a Proposal; (ii) for attending site visits; (iii) for preparing or participating in an Oral Presentation/Product Demonstration; (iv) for the negotiation of a Contract; or (v) for any Services performed prior to Contractor's receipt of a fully executed Contract approved by all required government authorities and receipt of a Notice to Proceed from CUNY. By submitting a Proposal, the Proposer agrees to 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 reject any or all Proposals, including, without limitation, if:

- A. a Proposer has taken exceptions to **Part 7: 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. a Proposer has made alterations 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 **Form 1**;
- 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 with or without modifications;
- E. correct any non-material arithmetic errors in Proposals;
- F. use any and all ideas submitted in the Proposals, even if such Proposals are rejected;
- G. negotiate modifications to the scope of work, Proposal Price, or components thereof with Presumptive 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.

1. 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.
  2. 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 the Proposer with the next highest ranked Proposal score when discussions with a Presumptive Awardee are terminated due to an impasse.

#### 1.7 Contract Award Subject to Internal and External Oversight Approvals

Any Contract award is 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 required approvals are received 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](mailto:cheryl.baldwin@cuny.edu). Additional information is available at [www.cuny.edu/careersuccess](http://www.cuny.edu/careersuccess)

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

Specific Proposer Qualifications and Requirements are set forth in **Part 2**.

Diversity Participation Goals are set forth in **Part 2**.

### **2.1 Minimum Proposer Qualifications**

Each Proposer must meet the mandatory Minimum Proposer Qualifications (including Technical Requirements, if any) set forth in **Part 2, Paragraph I**. If a Proposer fails to demonstrate that it meets the Minimum Proposer Qualifications, its Proposal will be rejected as non-responsive. In addition, each Proposer must ensure that its subcontractors or suppliers (in either case, "Subcontractor") meet the Minimum Proposer Qualifications to the extent required by **Part 2**.

### **2.2 Preferred (Non-Mandatory) Proposer Qualifications**

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

### **2.3 Requirements**

**Sections 2.3.1 through 2.3.4** below describe the Forms each Proposer must submit with their Proposals.<sup>1</sup>

#### **2.3.1 Proposer Information and Authorized Signature; Acceptance of Contract Terms; Proposer Certifications; Confidential Information; Signed RFP Addenda; and References.**

Each Proposer must submit Form 1 along with its RFP. Form 1 requires 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.

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<sup>1</sup> Proposers may contact a CUNY Procurement Technical Center for technical assistance with this RFP. Please note that this assistance is solely for technical purposes and that CUNY Procurement Technical 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).*

D. Contract Terms and Conditions.

1. Proposers must confirm acceptance of the Terms and Conditions of Contract (see **Part 7**) 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 Part 1. CUNY will consider all requests for changes submitted 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 **Part 1**. Changes to the RFP terms made via Addendum shall apply to all Proposers, and no Proposer shall be granted its own Terms and Conditions that differ from those Terms and conditions that apply to other Proposers.
  2. 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.
  3. 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, Proposers also agree 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.
- G. If indicated in **Part 1**, Proposers must attend any mandatory site visits prior to submitting a proposal to the RFP. Failure to attend a mandatory site visit, if required by the RFP, may be grounds for rejection of the Proposal.
- H. By submitting a proposal to the RFP, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, 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 of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the Labor Law. Proposals that do not contain the above certification may not be considered for award; provided however, that if the Proposer cannot make the certification, the Proposer shall so state and shall provide with the bid a signed statement which sets forth in detail reasons why the certification cannot be made.

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. For the duration of the Contract (inclusive of all

renewals and extensions), the Contractor must adhere 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 included in the RFP, Proposers must complete Form 4 - Diversity Practices Questionnaire as part of their Proposals, pursuant to New York State Executive Law Article 15-A. Visit: [cuny.edu/diversitypractices](http://cuny.edu/diversitypractices) for additional information.

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

- A. If **Part 2, Paragraph III** is included in the RFP, CUNY has established the participation goals set forth in **Part 2** 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 subcontractor(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](http://cuny.edu/selltocuny)) under “Current Procurements.” Contractor shall 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 **Part 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://ogs.ny.gov/veterans>
- D. 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 shall 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/selltocuny](http://www.cuny.edu/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. Contractor and any Subcontractor(s) shall each complete separate forms.
- 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 New York State Executive Order 162 of 2017, Contractors and Subcontractors also shall report the gross wages paid to each of their employees for the work performed by the employees under the Contract.
- E. Visit: [www.cuny.edu/workforceutilizationreport](http://www.cuny.edu/workforceutilizationreport) for additional information and instructions on how to complete the Workforce Report.

**2.3.7 Consultant Employment Disclosure Forms.**

- A. 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 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

on the State Comptroller's Web site to become familiar with Consultant Employment Disclosure requirements.

- B. Any vendor awarded a Contract as a result of this solicitation shall 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 Workers' Compensation and Disability Insurance.

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

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

Each Proposer shall 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 ("JCOPE") 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 Contractor'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.

#### 2.3.10 Vendor Responsibility Information.

A contract award, if made at all, will be made on the "basis of best value to a responsive and responsible offeror" in accordance with New York State Finance Law §163. The Presumptive Awardee shall 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/portal/contactbuss.htm>**.

Vendors opting to complete a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact CUNY or the Office of the State Comptroller's Help Desk.

- B. 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.

**2.3.11 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/st220ca_fill_in.pdf)

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

- 2.3.12 If directed by CUNY, the Contractor shall submit a copy of its protocols and safety plan to address COVID-19 and related health concerns ("Contractor's Safety Protocols"). The Contractor's Safety Protocols should include, among other things, a description of how Contractor will comply with the CUNY Visitor Policy and how CUNY will verify compliance (e.g., use of Cleared4, etc.).

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### **3. Scope of Work**

- 3.1 The Project Objectives and Scope; Detailed Specifications and Deliverables; and Contractor Responsibilities (as set forth in **Part 3**) describes:
  - 3.1.1 CUNY's objectives for issuing this RFP solicitation document,
  - 3.1.2 the services and/or commodities required to meet CUNY's needs,
  - 3.1.3 the technical specifications,
  - 3.1.4 the deliverables, and
  - 3.1.5 the performance standards that will be used to assess the Contractor's compliance with the Contract's requirements.

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#### **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, forth in **Part 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. CUNY will review all such questions, clarifications, and Proposed Exceptions and determine whether any changes will be made to the RFP.

##### **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 CUNY as an Addendum 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 as part of Volume I of its Proposal.

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## 5. How to Submit a Proposal

### 5.1 Proposal Parts

Technical and Management Proposal Requirements (set forth in **Part 4**)

Proposal Price Breakdown Pages (set forth in **Part 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 document required by **Part 2** of the RFP. Form 1 (page 1) will serve as a cover letter. Form 1 must be signed by an authorized representative of the Proposer. Forms 2 through 6 must be completed and, if required by their terms, signed and notarized.

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

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

Volume II must contain all of the information required by **Part 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 **Part 5** as Volume III. Proposer must provide pricing for all spaces indicated/provided on the Price Proposal. Failure to complete all spaces 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

If CUNY requires hard copy submissions, Proposer must submit three (3) copies of its Proposal: two (2) paper copies and one (1) electronic copy (in PDF format) on a flash drive.

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

The contents of the package must include:

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

“Proposer’s name, RFP Project name, Volume II”) and a third PDF for Volume III (identified by “Proposer’s name, RFP Project name, Volume III”)

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

### 5.3 Proposal Submission and Receipt by CUNY

By signing and submitting a Proposal, Proposer affirms that: (a) it has read this RFP solicitation document in its entirety, including Addenda; (b) it accepts the terms of this RFP; and (c) it is able and willing to sign and execute the Contract if it is awarded the Contract.

The Terms and Conditions of Contract and any appendices or exhibits thereto, 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 **Part 7: Terms and Conditions of Contract**, as the Terms and Conditions may have been amended by Addenda issued to this RFP.

Proposals must be received by CUNY by the time and on the day and in the location indicated in **Part 1, 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.
- The University is not responsible for any costs incurred by a Proposer related to the preparation of a Proposal
- Proposals received after the Proposal Submission Due Date and Time may be rejected in the University’s sole discretion.

#### 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. Accordingly, Proposers must 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, including the identification of pages that contain "confidential and proprietary information" and the reasons for exemption of such "confidential and proprietary information" in Form 1. CUNY will *not* consider a request that an entire proposal be kept confidential. Similarly, pricing information, discounts, makes, model and catalog numbers of goods offered, terms of delivery and terms of payment are not considered proprietary and Proposers must not designate them as such. To the extent permitted by law (including FOIL), CUNY will deny public access to information submitted as described in this paragraph. If Proposers do not follow these instructions, CUNY will not be responsible for the confidentiality of the information.

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 will 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 of the Proposal Due Date indicated in Part 1. However, CUNY may consider a withdrawal of a Proposal only in the following cases:

- A. 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.
  
- B. 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 **Part 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.

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

Proposal Scoring Criteria and Weights (set forth in **Part 6**)

### **6.1 Overview**

**6.1.1 Administrative Review.** Before a proposal is evaluated by the evaluation committee, CUNY will undertake an administrative review of each Proposal 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 **Part 2, Paragraph 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 **Part 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.

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## **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 ensure that all of its employees, staff, principals, subcontractors, suppliers, agents, representatives, and invitees comply with the CUNY Visitor Policy, available at <https://www.cuny.edu/coronavirus/cuny-access-pass/visitor-policy/> as may be updated from time to time. If required by the Visitor Policy, non-CUNY personnel planning to come to a CUNY campus must use the Cleared4 app to verify vaccination against COVID-19 or confirm that they have provided a negative COVID-19 PCR test based on a sample taken within the seven days prior to the visit. A Guide and FAQ regarding use of the Cleared4 app are available at [https://cuny.service-now.com/sys\\_attachment.do?sys\\_id=e67a9b781bb63cd06f9821be6e4bcbe0](https://cuny.service-now.com/sys_attachment.do?sys_id=e67a9b781bb63cd06f9821be6e4bcbe0). Contractor acknowledges and agrees that it will comply with these requirements 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 19 ("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 provisions 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 7**, 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 take precedence.

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## **8. Contract Award Protest Procedures**

### **8.1 Intent**

The 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.

### **8.2 Definitions**

As used in this **Section 8**, 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.

### **8.3 Submission of a Contract Award Protest.**

**8.3.1** 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.

8.3.2 The Protest must include the following:

- A. Name, address, e-mail address, telephone numbers of the Protesting Party or its Designated Agent.
- B. Solicitation and/or Contract Number.
- C. Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the Protesting Party.
- D. Copies of all relevant documents.
- E. Statement of the relief requested.
- F. Request for a determination by the Vice President of Finance and Administration.
- G. Information establishing that the protest or inquiry was timely filed in accordance with this Contract Award Protest Procedures.

8.3.3 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.

8.3.4 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.

8.3.5 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:

- A. University Office of Budget and Finance, Attn: Chief Procurement Officer, 230 West 41<sup>st</sup> Street – 5<sup>th</sup> Floor, New York, NY, 10036
- B. University Office of the General Counsel, Attn: General Counsel, 205 East 42<sup>nd</sup> St – 11<sup>th</sup> Floor, New York, NY 10017.

8.3.6 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.

8.4 CUNY's Review and Response of Contract Award Protest.

8.4.1 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.

8.4.2 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.

- 8.4.3 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.
- 8.4.4 The Vice President of Finance and Administration shall issue a written determination within thirty (30) business days after receipt of the Protest, where feasible.
  - A. 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.
- 8.4.5 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.

## 8.5 Appeals.

- 8.5.1 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.
  - A. 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.
  - B. 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:
    - 1. University Office of Budget and Finance, Attn: Chief Procurement Officer, 230 West 41<sup>st</sup> Street – 5<sup>th</sup> Floor, New York, NY 10036.
    - 2. University Office of the General Counsel, Attn: General Counsel, 205 East 42<sup>nd</sup> St – 11<sup>th</sup> Floor, New York, NY 10017.
  - C. 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.
  - D. 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.
- 8.5.2 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.
  - A. 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.
- 8.5.3 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.