SUNY Empire State College

Request for Proposal # ESC-15-01

Higher Education Constituent Relationship Management (CRM)
(Enterprise-wide, Complete Student Lifecycle Solution and Advancement Activities)

Proposal Due Date: Friday, February 13, 2015 by 5 p.m.

Released: Monday, January 12, 2015

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1. OVERVIEW, SCOPE OF SERVICES & OBJECTIVES

SUNY Empire State College (ESC) seeks a Higher Education Constituent Relationship Management (CRM) solution to replace Hobsons Intelliworks. An overview of the new CRM solution is described below:

1. The CRM solution sought will support prospect recruitment, admissions, student success operations, alumni, event management, communications, marketing, and reporting/analysis needs.

2. Comprehensive integration of marketing, recruitment, retention, student (full student lifecycle), and alumni activities in a single system.

3. Highly configurable system with customizable workflows and triggers that enable the automation of activities across all stages of the student lifecycle based on a combination of complex business rules, demographic, behavior and activity data.

4. Integration and automated data synchronization with other college applications and data systems. The proposed system must be capable of automated synchronization with Ellucian Colleague, the college's student information system (SIS).

5. Web services and a well-developed, well-documented API that allows access to raw data and enables integration with other data sources.

6. Extensive and flexible reporting features that enable real-time, dynamic analysis across related data objects and scheduled delivery of reports.

7. Self-serve prospective student online application feature.

The future vision is a CRM solution that is robust and scalable to meet the enterprise-wide needs of Empire State College. The solution should span the entire student life cycle (prospects, inquiries, applicants, admitted applicants, newly enrolled students and current students).

ESC anticipates that Implementation will start with marketing to prospects, recruitment and admissions. Later phases would include additional campus offices such as Financial Aid and Student Records, Student Services and Alumni Relations and Advancement.

ESC is not seeking to implement just another Higher Education technology system, but rather an intuitive and user-friendly tool that increases and enhances functional users' efficiencies and productivity in providing successful outcomes.

Specifics sought in response to this proposal are outlined in Detailed Requirements and Specifications (see Section 6); how to effectively respond to this proposal are outlined in Proposal Instructions, Procurement Timeline, Deliverables, Pricing, Client References, and Vendor Qualifications (see Sections 3, 4, 7, 8, 9 and 10); and how successfully submitted bids will be evaluated in Response Evaluation (see Section 5).

1.1 Reservation of Rights

SUNY Empire State College reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders determined to be susceptible to being selected for contract award, prior to award

The College reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.

The College reserves the right to eliminate mandatory requirements unmet by all bidders.

The college understands this RFP is to acquire a tool which may include maintenance and professional services, particularly during the implementation phase. The college plans on entering into one contract so, for example, even if the tool provider plans on bringing in a partner or implementation partner, there should still be a single response to this RFP.

2. BACKGROUND

SUNY Empire State College was established in 1971 as a distinctive statewide SUNY institution, and is accredited by the Middle States Commission on Higher Education. The college serves 20,000 adult learners at more than 35 locations in the state of New York, and at international locations and online around the globe. The college enrolls students from every state in the U.S. and from 50 other countries and employs 2,000 faculty and staff members.

Currently the college is geographically organized into seven regions – Niagara Frontier, Genesee Valley, Central New York, Northeast, Hudson Valley, New York City and Long Island – with individual regional deans overseeing regional centers and satellite unit learning locations. The distance learning, international programs, graduate and nursing programs and the administrative offices are all located at the Coordinating Center in Saratoga Springs, N.Y.

3. PROPOSAL INSTRUCTIONS AND FORMAT

We define a CRM as a system for managing ESC interactions and relationships with prospective, current undergraduate and graduate students, alumni, faculty, staff and other essential constituents. It involves using technology to organize, automate, and synchronize business processes, operations, communications, marketing, customer service, data analysis and reporting among many campus offices/departments charged with finding, attracting, and enrolling new students, as well as servicing and retaining students already attending the college and finally servicing alumni after graduation.

The successful bidder will provide and support a CRM solution that conforms to the goals as detailed in previous sections, as well as those detailed in Detailed Requirements and Specifications (Section 6).

Your overall response to this proposal must consist of two separate types of documents – a **technical/functional proposal document** and **a price proposal document**. No price or cost information is to appear in the technical/functional proposal document. Cost and pricing information is to appear only in the price proposal document.

The delivered bid must also include the following required Empire State College and SUNY documentation:

- a cover letter containing a:
  - executive summary clearly summarizing your solution offering and differentiators;
  - contact person, his/her signature mailing address, email address and telephone number;
  - brief overview of your corporate history related to Higher Education, including any and all relevant acquisitions and mergers in the last five years;
  - Legal status of the company (private, wholly owned subsidiary, holding company, public, etc.).

Responses must:

- Address **all aspects** of the RFP;
- Follow the chronology of the RFP;
- Be numbered appropriately in responses, exhibits and appendices;
- Clearly indicate that each mandatory specification is met;
- Assure all costs are detailed and summarized;
- Provide specific information given the nature of the solution sought; a simple “yes” or “no” response will not be considered when evaluating and may result in your proposal being disqualified;
- Show total cost of ownership:
  - Please separate implementation, administration and maintenance costs (note requirement in 6.1.4)
  - Costs should cover five years showing separate annual costs
- Include a sample implementation project plan with approximate timelines
- Include all Required forms/licenses/certifications
- Meet mandatory requirements or otherwise may result in a proposal being considered non-responsive and therefore rejected;

AND

- Printed copies (five) be submitted in **loose-leaf binders form**. The official name of the vendor submitting the proposal must be on the outside front cover and spine of the binder;
- Be typed/printed on standard 8.5 x 11 inch paper (up to 11 x 17 inch is permissible for charts, spreadsheets, etc.);
- Contains consecutively numbered pages.

AND

- Be submitted in **electronic format**, specifically PDF file format, on a CD or jump drive/thumb drive. File(s) should be clearly labeled.

AND

- Include **copies of standard contracts for licensing and system maintenance** so the college may have an early start on review of same.

3.1 Addenda

Should any additional information be required for the fulfillment of vendor responses to this RFP, ESC will issue addenda as needed.

4. PROCUREMENT TIMELINE

The expected procurement timeline for this RFP is as follows:

RFP Release Date	Monday, January 12, 2015
Written Questions Due	Thursday, February 4, 2015
Last responses to Vendor Questions	Monday, February 9, 2015
All Vendor Responses Due By	Friday, February 13, 2015; 5:00 PM
College Recommendation of Vendor (estimated)	Wednesday, February 25, 2015
Agreement Signed by ESC and Vendor (estimated)	Monday, March 2, 2015
Approval of Agreement by State of New York (estimated)	Wednesday, April 15, 2015

Questions pertaining to the content of this RFP must be in writing via email and received by No later than Close of Business on Thursday, February 4, 2015, 5:00 p.m.; EST. Responses will be answered and published on the following URL: www.esc.edu/integrated-technologies/crm-responses

All questions should be directed to:
Primary Contact:

Walter Lewis
Office of Integrated Technologies
Empire State College
3 Union Ave, Saratoga Springs, NY 12866
Email: walter.lewis@esc.edu

Copied to Alternate Contacts:

Anna Miarka-Grzelak
Enrollment Management
Empire State College
2 Union Ave, Saratoga Springs, NY 12866

E-mail: Anna.Miarka-Grzelak@esc.edu

and

Charley Summersell
Office of Business Services
Empire State College
111 West Ave, Saratoga Springs, NY 12866

E-mail: csummers@esc.edu

Five (5) copies of the response in binder form must be received by the College in a sealed envelope or other packaging no later than 5:00 p.m., EST, on Friday, February 13, 2015. Also, an electronic version in PDF format must also be included on a CD or jump drive/thumb drive. Bid response packages must be clearly marked with "CRM System" and opening date and time. Failure to meet these requirements will render the bid non-responsive. Bids are guaranteed for at least one hundred and twenty (120) days after the "Responses Due" date. Bids should be mailed return receipt requested or should be hand delivered to:

Charley Summersell
Office of Business Services
Empire State College
111 West Ave, Saratoga Springs, NY 12866

In compliance with the Procurement Lobbying Act regarding permissible contacts during the restricted procurement period, the proposer shall not be in contact with any other Empire State College representative(s) other than the above-listed contacts during this procurement process.

5. RESPONSE EVALUATION

SUNY Empire State College will use a two-step process in evaluating vendor solutions.

RFP Evaluation

Once written proposals are submitted and evaluations begin, phone interviews may be scheduled with vendors at the discretion of Empire State College to further clarify response information.

Method of Selection for Shortlist

This RFP is part of a competitive procurement process designed to serve the best interests of Empire State College and the people of the State of New York. It is designed to provide all bidders with a fair and even opportunity to have their services considered. The College will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this RFP. Proposals will be evaluated on the basis of "best value" by evaluation committees comprised of College representatives, and shall be conducted in the following steps:

1. **Administrative Review**
   Each bid received by the due date and time will be screened for completeness of submission in accordance with Section 3, Proposal Instructions and Format.

2. **Review of Bidder Qualifications**
   Each bid remaining after the Administrative Review will be advanced for determination of whether Bidder has met the requirements of Section 9, Vendor Qualifications.

3. **Technical Evaluation including Access, Permissions and Security Evaluation**
   Each bid remaining after review of Bidder Qualifications will advance for review and independent evaluation and scoring by the technical review evaluation committee.

4. **Functional Requirements**
   Each bid remaining after review of the Technical Evaluation will advance for review and independent evaluation and scoring by the evaluation committee.

5. **Financial Evaluation**
   The Financial Proposals of each bid remaining after the Technical Evaluation will be independently evaluated and scored by the Financial Evaluation Committee.

6. **Selection**
   Proposals will be evaluated by the evaluation committee utilizing an evaluation methodology that considers the following factors:

Section	Description	Points	%
9	Bidder Qualifications	5	1.32
6.1	Technical Requirements, Hardware, Software and Maintenance	64	16.84
6.2	Access, Permissions and Security	16	4.21
6.3	Undergraduate Admissions, Graduate Admissions and Advancement		
6.3.1	Constituent Types	6	1.58
6.3.2	Multi-Channel Communications, Marketing, Campaign Management	57	15.00
6.3.3	Events Management	27	7.11
6.3.4	Travel Management	20	5.26
6.3.5	Records Management	5	1.32
6.4	Student Success	12	3.16
6.5	Reporting and System Performance	23	6.05
6.6	Implementation	5	1.32
6.7	Training/On-going Customer Support	18	4.74
6.8	Additional Features and Functionality		
6.8.1	Frequently Asked Questions/ Knowledge Base	17	4.47
66.8.2	Scripted Email Response	9	2.37
Financial Proposal		96	25.26
Total		380	100%

Presentation, Demonstration and Interview

Bidders receiving the highest combined Technical, Functional and Financial scores may be invited to make a presentation and demonstration and to discuss their proposal at the Coordinating Campus in Saratoga Springs.

If such presentations are to be held, a minimum of three (3) Bidders will be invited. The College will notify the Bidders and schedule the time and date. The presentation will provide an opportunity for each bidder to clarify or elaborate on their proposal, but shall in no way change their original proposal. The presentation, demonstration and interview will be evaluated and scored by the Evaluation Committee. Financials will be evaluated by the Financial Committee.

All costs associated with the Bidder's attendance at the Coordinating Campus in Saratoga Springs will be borne by the Bidder.

Empire State College will evaluate short-listed vendors offering a Higher Education CRM solution based upon the following criteria (see Appendix A for a detailed demonstration scoring chart):

Area	Requirement	Points
Technical	Operational and Environment	17
	Maintenance and Support	8
	Security	7
	Usability	5
	Performance	6
Admissions	General	37
Recruitment	Prospects	9
Academic Support	Student Support & Retention	23
Marketing	Prospects	11
Financial Aid	General	7
Academic Affairs	Students	9
Graduate Programs	Prospects, Students	8
External Affairs	Advancement	14
Deans	General	3
C-PIE	General	3
Nursing	General	10
Student Information Center	General	2
Other		
	Client References	5
	Pricing	62

TOTAL 246 points

Method of Award: Highest scoring proposer meeting the criteria of the specifications and all procurement record requirements being submitted.

Tentative award of the contract shall consist of written notice of the contract award by the College to the successful bidder, who shall thereupon be obligated to execute a formal contract.

6. DETAILED REQUIREMENTS AND SPECIFICATIONS

Empire State College is interested in vendors who can demonstrate the following elements contained in the proposed CRM solution:

6.1 Technical Requirements: Hardware, Software and Maintenance

The central IT organization at Empire State College is made up of five organizational components – Enterprise Applications, Educational Technologies, Enterprise Systems and Infrastructure, Project Management and User Support Services. Currently ESC use in-house servers with some services utilizing public cloud and Software as a Service (SaaS). ESC is planning to move towards a private cloud environment with some services retained in the public cloud. Enterprise applications that should interface with the CRM solution are:

MoodleRooms Learning Management System (LMS)
Ellucian Colleague Student Information System (SIS)
Data Warehouse (running on Microsoft SQL)
Outlook (O365) for email and calendar

6.1.1. Empire State College is seeking a hosted cloud solution. Define the environment required to run the software. Define the hardware and software requirements/considerations to operate the system as proposed.

6.1.2. We realize there are often various hosting options. Please describe your hosted and Software as a Service (SaaS) model if applicable. Also, detail the hardware and/or software requirements of each environment. For hosted or SaaS environments, please outline uptime and downtime and how ESC can query the database.

6.1.3. Do you offer remote administration of the service? Explain how this is provided.

6.1.4. We require test, development and production instances of the CRM solution. Detail instances provided.

6.1.5. We require appropriate procedures be included, which insure the integrity of the data in case of system failure. Indicate the type of procedures provided. ***This is a mandatory requirement.***

6.1.6. Detail your out-of-box CRM solution. (Be sure to include specific release/version being offered.)

6.1.7. What are the hardware/software/browser requirements of functional users' desktop and/or laptop computers?
6.1.7.1. What are the requirements for access using mobile devices?

6.1.8. Explain how you provide seamless integration to interfacing systems on multiple and diverse platforms.
6.1.9. ESC currently uses Ellucian Colleague as its student information system. Future plans include moving the Grad Program to a new platform. Please explain how you would provide:

6.9.1 A Colleague SIS interface and whether it is a standard part of your solution or customized and whether it is batch or real-time. If such an interface does not exist include the estimated cost of providing this function in your pricing proposal. ***This is a mandatory requirement.***
6.1.9.1.1 Please provide a roadmap specific to the interface with Colleague SIS.
6.1.9.2 ESC Grad Program plan to move to either Ellucian Banner or PeopleSoft. Detail whether interfaces to these SIS are provided as part of the CRM solution, and whether it is standard or customized and whether it is batch or real-time.
6.1.9.3 Please describe how your solution can interface to two different student information systems based on different constituents (Grad and Undergraduate).

6.1.10. We require a CRM solution that when successfully interfaced and operational with Ellucian's Colleague will not negatively impact or slow SIS performance. Detail how such an interface will meet this requirement.

6.1.11. Explain your past success(es) with interfacing your Higher Education CRM solution with Colleague. Successes, both hosted on- premise and off-premise, are defined as Higher Education clients who are live and using your CRM solution that is the same or very similar to the solution being proposed. What was the most difficult implementation and why?

6.1.12. Detail the specific scenarios that would negatively affect the system's performance, cause the CRM solution to improperly function, or cease to function.

6.1.13. We seek a solution that may allow for a separate repository of data or data that can be interfaced with Colleague. Explain what solutions you offer, whether you recommend one solution vs. another and why; what hardware/storage considerations are needed.

6.1.14. We seek a CRM solution with a two-way interface with the SIS. Does the CRM solution offer a means to define frequency of a two-way interface with the SIS?

6.1.15. We require a CRM solution that allows for real-time and/or batch/bulk data transfers to other ESC systems via an API and/or software developer's tool kit for use by institution's ITS staff. Describe how you deliver this solution. ***This is a mandatory requirement.***

6.1.16. Demonstrate/explain how your solution distributes volumes of outbound email with merged data and personalization.

6.1.17. What mobile platforms are supported by the CRM solution? How are mobile capabilities implemented? (i.e. mobile-enabled, apps, etc.)

6.1.18. How are new mobile capabilities developed? By whom?

6.1.19. Identify which components of your products or services are provided by third-party technology partners. This includes OEM software, hosting, et al.
6.1.19.1. Provide the third-party technology partner(s) name(s), address(es) and contact(s), as well as explain additional costs or fees associated with the components.

6.1.19.2. What are the underlying technology(ies) for the component(s) provided by third-party technology partner(s)?
6.1.20. What storage/memory requirements are required to archive all channels of communications?

6.1.21. Does your CRM solution use a single database instance (as opposed to multiple instances) that can be accessed and maintained by all departments/programs, offices etc. across the enterprise?

6.1.22. Detail required CRM customization needs, options or requirements to make this a viable solution for Empire State College.
6.1.22.1 Does your CRM solution manage the full student life-cycle from prospects through alumni engagement in a single system? Explain how your solution can integrate marketing, recruitment, retention and alumni activities.

6.1.23. How often is the software updated and releases made available?

6.1.24. What is the lag time between new releases of software and updates of the documentation?

6.1.25. We require any future patches, updates or releases issued by the vendor within the first year of the contract to be included at no cost to Empire State College. Explain how you deliver these requirements.

6.1.26. Who is responsible for installing patches, updates and releases?

6.1.27. Is the proposed solution built on a single code base? If not, describe the various proposed solutions?

6.1.28. Provide a task list/timeline required for implementation of your solution at Empire State College.

6.1.29. Define support and maintenance provided.

6.1.30. Please describe your best practice consulting options.

6.1.31. Define phone and web support provided and any priority system to provide for urgent support, hours of operation, location of support services, and any plans to change hours of operation.

6.1.32. Define the documentation and ongoing support provided related to updates and/or releases.

6.1.33. Explain how your system provides user-friendly display of information via graphical user interfaces.
6.1.33.1 Explain how the user interface may be customized to specific user groups?
6.1.33.2 Explain how configurable dashboards for different departments are provided that gives control over data access and features.

6.1.34. How many languages does your solution support? Please detail?

6.1.35. What is the maximum number of concurrent users logged in simultaneously that your system can support? Describe how your system defines concurrent users.

6.1.36. Does your solution have published open API's, support XML, JSON or ODBC data sharing?

6.1.37. We prefer the following, and please describe if and how you deliver these solutions:
6.1.37.1. A comprehensive data dictionary of database.
6.1.37.2. Ability to add fields and or tables to the database. ***This is a mandatory requirement.***
6.1.37.2.1 We require the flexibility in creating user defined fields as and when required.
6.1.37.3. A simple (administrator) end user ability to monitor system performance.
6.1.37.4. Having tools and procedures for load testing.

6.1.38. Please provide a roadmap of your hardware/software solutions that reflects their present states as well as future states for at least the next 18 to 24 months.

6.1.39 Ability to import student/prospect data from external systems such as external databases, Excel sheets etc.
6.1.40 Ability to associate and store incoming data files, documents, PDF files, images, .wav files, etc., with students and applicants.
6.1.41 Explain how the CRM can be integrated with SUNY Empire State College public web site.
6.1.42 Please provide details of the technical monitoring tools available to enable monitoring.

6.2 Access | Permissions | Security

Access, permissions and security are always a key concern, especially with the potential number of users of the system, as well as the extent to which users should have access to view, create, edit or delete data/content. Empire State College seeks to understand the following:

6.2.1 Please explain how access is granted to the CRM system.
6.2.1.1 We require the ability to maintain a complex organization hierarchy (department mapping) for defining the appropriate roles and permissions. ***This is a mandatory requirement.***

6.2.2 How does your system authenticate users? Please explain your authentication method? At Empire State College we currently use Domino LDAP and Active Directory to provide authentication services for numerous applications and web single sign-on is accomplished through CAS.

6.2.3 As part of our roadmap we plan to move fully to Active Directory and utilize an IDM solution. Please explain and provide details of any IDM solution your system interfaces.

6.2.4 Does your CRM solution offer the capabilities to fit into a single sign-on model such as Shibboleth, ADFS, CAS, etc.? If yes, please explain.

6.2.5 Authorization should be handled within the system and provide different levels of access for different jobs or roles within a department or the institution. System functions must be able to be secured at various levels to be determined by an administrator (system administration, campaign creation/updating, communications tracking, etc.) Please explain how permissions are established and controlled in the CRM system. ***This is a mandatory requirement.***

6.2.6 System must be securely accessible by staff not physically located in an on-campus office. Most if not all operations should be available via a web interface. Describe how you deliver this solution. ***This is a mandatory requirement.***

6.2.7 Describe the audit trail capabilities of the system (auditing from within the applications as well as outside the application including logging functionality of database changes by end user).

6.2.8 Please provide details and circumstances where customers experienced data loss.
6.2.8.1 Provide details of your policy on loss prevention.
6.2.8.2 What is the recovery process? How often is it tested?
6.2.8.3 Detail your intrusion protection procedures.
6.2.8.4 How do you ensure secure transmission of data?

6.2.9 Describe how you achieve section 508 compliance. *This is a mandatory requirement.*
6.2.9.1 If a VPAT is available please include in your response.

6.3 Undergraduate Admissions, Graduate Admissions and Advancement

6.3.1 Constituent Types

Empire State College requires the ability to upload, manage, track, monitor, communicate and report with a wide variety of constituents – prospective students, admitted students, enrolled students, recruitment event attendees, faculty members, campus staff, alumni and others.

6.3.1.1 How many constituent types can one have in the CRM system and how are they defined?
6.3.1.2 We prefer to manage constituent types in several different ways. As a result, we require granular user permissions levels and access levels for functional users of multiple offices (i.e., only graduate admissions can see graduate admissions). Please detail permission roles and access levels offered by your CRM solution.
6.3.1.3 Describe how portal views can be configured for each type of constituent.
6.3.1.5 For certain constituents such as Student Tutees we monitor time spent tutoring other students. Explain how your solution handles timesheets.

6.3.2 Multi-Channel Communications, Marketing, Campaign Management

Our business operations are often complex as we effectively identify, target, and communicate with or market to our constituents. We seek a CRM solution to effectively handle and manage multiple channels of communications for Undergraduate Admissions, Graduate Admissions and Advancement operations. Channels may include chat, outbound and inbound emails, letters, postcards, inbound and outbound phone calls, web, fax, etc. More specifically:

6.3.2.1 We require the system to facilitate individualized communications to targeted or segmented constituents. *This is a mandatory requirement.*

We prefer the following features/functionality, and please describe how you provide the ability to:

6.3.2.1.1. Create, edit, test, query, schedule and automatically send and report more than **140,000** or more undergraduate recruitment and admissions targeted and segmented emails per year.

6.3.2.1.2. Create, edit, test, query, schedule and automatically send and report more than **30,000** graduate recruitment and admissions targeted and segmented emails per year.

6.3.2.1.3. Format, edit, test, query, schedule and automatically output more than **280,000** letters and other undergraduate and graduate print materials that are mailed in-house.

6.3.2.1.4. Create, edit, test, query, schedule and automatically send and report more than **1,087,000** Advancement targeted and segmented emails per year.

6.3.2.1.5. Format, edit, test, query, schedule and automatically output more than **243,000** letters/ postcards and other print materials to alumni that are mailed in-house.

6.3.2.1.6. Ability to input conditional content based on data properties into emails, letters, postcards and SMS. ***This is a mandatory requirement.***

6.3.2.1.7. Ability to personalize subject line and email content. ***This is a mandatory requirement.***

6.3.2.1.8. Controls by functional users or administrator to increase or decrease the amount of emails being sent by the system.

6.3.2.1.9. Ability to easily and quickly set up web-based applications and forms for recruitment, admissions and marketing initiatives to collect initial or additional student data.

6.3.2.1.10. Use graphic rich/html emails,

6.3.2.1.11. Stop communications or shift to alternate campaigns when certain criteria are met (e.g. a student submits an application), while eliminating duplicate communications.

6**.3.2.1.12. A campaign building sequence that is presented in a graphical or Visio style workflow.**

6.3.2.1.12.1 Drip marketing feature that allows for the timing of messages to follow a pre-determined path in combination with the ability to send emails/other correspondence based on specific behaviors, actions or status of the prospect.

6.3.2.1.13. Evaluation criteria to determine a student's likelihood of enrollment and trigger targeted responses.

6.3.2.1.14. Management of email and mail opt-outs. Please explain how this is achieved.

6.3.2.1.15. Automatically handle temporary email bounce backs. Please explain how this is achieved.

6.3.2.1.16. Automatically handle permanent bounce backs. Please explain.

6.3.2.1.17 Ability to track history of admission decisions and associated dates (accepted, deferred, waitlist, denied, canceled etc.)

6.3.2.2 We prefer communications and interactions, regardless of channel, be viewed through an individual contact record as well as also provide a means to view all communications and interactions via a single viewing means. Please describe how you provide this feature.

6.3.2.3 We prefer the following multi-channel features/functionality be inherently integrated within the out-of-the-box solution, and please describe how you provide for:
6.3.2.3.1. On-screen and exportable tele-counseling call lists for admissions advisors.
6.3.2.3.2. Integration, monitoring and tracking of social media interactions with varied constituents and social media networks.
6.3.2.3.3. SMS text messaging to communicate with various constituents.
6.3.2.3.4 Ability to assign geographic and demographic information about prospects and applicants, and utilize this information in customized marketing plans.
6.3.2.3.5 Ability to track the individual's level of interest in the institution, and utilize this information in marketing and communication plans.
6.3.2.3.6 Ability to identify special academic programs or services for an individual and whether they have been offered, accepted or rejected.
6.3.2.3.7 Ability to track activities, interests, work experience, volunteer activities, leadership activities, legacy information, first-generation college students, and other demographic information and utilize that information in communication and marketing plans.

6.3.2.4 We require the ability to create, audit, monitor, track, report on and analyze communication outputs (i.e. letters successfully printed, total emails sent/received/opened/link click thrus, etc.). Please describe how you provide this feature.

6.3.2.5 Please detail how the CRM solution handles job scheduling, printing and system backup/recovery. ***This is a mandatory requirement.***

6.3.2.6 We require the ability to easily create custom data loads from a variety of sources, and prefer the following features/functionality. Please describe how you:
6.3.2.6.1. Provide the ability of the system to incorporate testing score loads from College Board GRE, Millers, Analogies, TOEFL and IELTS.
6.3.2.6.2. Provide the ability of the system to incorporate migrated information (235,000 contacts) from the current CRM system, Intelliworks. ***This is a mandatory requirement.***
6.3.2.6.3. Offer web-based/online inquiry forms that load to the CRM solution.
6.3.2.6.4. Offer web-based/online application forms that load to the CRM solution.
6.3.2.6.4.1 Should have the ability to save and return to complete the application at a later date. ***This is a mandatory requirement.***
6.3.2.6.4.2 Multiple pages with different content for each application with support for uploading attachments, such as transcripts.
6.3.2.6.4.3 Intelligent status trackers to determine the status of each application and alert candidates to incomplete portions.
6.3.2.6.5. Automated workflows can be determined for different application forms. ***This is a mandatory requirement.***
6.3.2.6.5.1 Provide the ability to automate assignment of inquiry/lead, based on territory or other criteria.

6.3.2.7 We require a CRM solution to support and handle the business rules of Undergraduate and Graduate Admissions, Recruitment and Operations. We prefer the following features/functionality, and please describe how you:

6.3.2.7.1. Support name and contact information for constituents, both domestic and international, as well as key admission information (i.e. test scores, supporting documentation, GPA, etc.) and interests (majors, minors, academic, clubs, organizations, sports, activities, etc.).

6.3.2.7.2. Ability to edit student record in CRM system, with frequency and business rule option to pass edited information back to the SIS, Colleague.

6.3.2.7.3. Able to identify possible duplicate records. ***This is a mandatory requirement.***

6.3.2.7.4. Able to collect application fees.

6.3.2.7.5. Recognize and prioritize constituents' multiple addresses (permanent, temporary, etc.), phone numbers (home, cell, etc.) and email address.

6.3.2.7.6. Allow functional users to add, modify or delete constituent data fields as needed over time.

6.3.2.7.7. Employ a workflow engine created/modified by functional users so that inquiries, communications, operational actions, approvals and transactions may be routed to the appropriate person(s) or campus office(s) based upon complex business rules.

6.3.2.7.7.1 Explain how requests that are automatically routed be monitored and tracked to ensure timely resolution.

6.3.2.7.8. Configure CRM system screens specific to a user's role by department via an edit or drag-and-drop wizard without changing code.

6.3.2.7.9. Allow new or added data elements to be easily added and used as part of data import/export as well as in campaigns, communications, tracking, filtering and reporting.

6.3.2.7.10. Able to record unique contact information whether entered through a mass means or individual notes.

6.3.2.7.11 Ability to assign prospects and applicants to specific recruiters (admission department). Henceforth the recruiters become relationship managers for the applicants during the admissions process.

6.3.2.8 We require the solution to provide Lead Qualification tools that will allow us to achieve lead scoring/qualifying using customizable variables. Please describe the tools your solution has available for lead qualification. ***This is a mandatory requirement.***

6.3.3 Events Management

We prefer the following features/functionality; please describe your solution for each:

6.3.3.1 Web-based/on-line self-service registration forms

6.3.3.2 Web-based/on-line event(s) calendar(s) or listing(s)

6.3.3.3 Registration database(s)

6.3.3.4 Attendance caps/capacity limits

6.3.3.5 Automated communications (confirmations, reminders, follow ups, satisfaction surveys, etc.)

6.3.3.6 Calendar appointment

6.3.3.6.1 Customizable appointments types

6.3.3.7 On-site check-in

6.3.3.8 Guest lists

6.3.3.9 Waiting lists

6.3.3.10 Staff calendaring/scheduling
6.3.3.11 Event summaries/comparisons/reporting
6.3.3.12 Collect event fees/payments via payment gateway
6.3.3.12.1 The ability to apply discount levels for any event based on any combination of the following criteria or any newly created criteria, such as early bird, group registration, and constituent type (students, staff, faculty, alumni, guest, etc.) pricing.
6.3.3.13 Staff/counselor assignments
6**.3.3.14 Event planning task/check lists**
6.3.3.14.1 Ability to plan and execute recruiting events and activities while tracking invitation and attendance.
6.3.3.15 Event expense tracking
6.3.3.16 Attendance summaries
6.3.3.17 Creation of new constituent record, if first point of contact
6.3.3.18 Integration with existing constituents' records
6.3.3.19 Mechanism to handle duplicate submissions
6.3.3.20 Ability to search for participants by event, event type, date, participant role, or any field in the event.
6.3.3.21 Personalized workflow for follow-up campaigns using a simple and intuitive step-by-step workflow chart.
6.3.3.22 Use of e-mail, phone, print, and SMS as part of event campaign and follow-up.
6.3.3.23 Ability to schedule and track customized, rules-based marketing campaigns that track contacts and trigger future communications.
6.3.3.24 Ability to route the responses to the appropriate event staff based on a pre-set business rule.

6.3.4 Travel Management

We prefer the following travel management functionality, and please describe each:
6.3.4.1 Organize and attach/archive invitations (emails and PDFs).
6.3.4.2 Organize and manage constituents' data.
6.3.4.3 Track event status and details.
6.3.4.4 Organize and track staff expenditures expenses.
6.3.4.5 Track required travel materials for event/activity.
6.3.4.6 Allow for input of feedback post-event.
6.3.4.7 Report activities and outcomes via spreadsheets, dashboard, etc.
6.3.4.8 Integrate with Google Maps.
6.3.4.9 Display multiple or recruiter specific events in list and calendar formats.
6.3.4.10 Integrate with Calendars, i.e. Outlook/O365.
6.3.4.11 The ability to aggregate calendars into service calendars.
6.3.4.12 Send attendance confirmation emails.
6.3.4.13 Output shipping address labels for packaging of boxed travel materials.
6.3.4.14 Analyze expenses to determine Return on Investment (ROI).
6.3.4.15 Archive travel management activities' details, expenses and results.
6.3.4.16 Ability to manage territories and connect data points related to geo-regions.

6.3.4.17 Ability to connect data points related to recruits and applicants.
6.3.4.18 Create, edit and delete constituent records.
6.3.4.19 Mobile-friendly access from remote locations.
6.3.4.20 Various permission roles and access levels.

6.3.5 Records Management

We require the ability to manually and/or automatically purge and/or archive records based upon the business rules and policies of the College. ***This is a mandatory requirement.***
Please detail the following and explain your solution for each:
6.3.5.1 Manual process for purging and archiving.
6.3.5.2 Automatic process for purging and archiving.
6.3.5.3 Storage capacity limits of the CRM system related to record retention.
6.3.5.4 Future access of archived records.

6.4 Student Success

Empire State College's success is based not just upon current and future undergraduate and graduate recruitment and admissions efforts. We are also striving to understand, support and increase student success. To successfully grow our institution, we also need to retain and graduate the students we recruit and admit. This requires collaboration across many campus offices who communicate with students face-to-face, via phone, letter, email and social media. We also have several initiatives where students (peer tutors) provide assistance to other students and these assignments are tracked.
Currently, we are developing our student success area which will work across various campus offices and support services to target at-risk students based upon academic performance and other known or possible risk factors. Currently, the management, communications and feedback mechanisms are often reliant upon manual queries, communications and reporting processes and tasks.

We prefer the following, and please explain your CRM solution's capabilities:

6.4.1 The ability to target, communicate, automate, track and report multiple channels used to communicate with current students, both undergraduate and graduate via interfaced data points or analytics in the CRM system; many campus offices are charged with keeping learners on track and improving outcomes (retention, student engagement, academic advising, financial aid, early alerts/warnings, grading, mentoring, services for students with disabilities, faculty engagement, satisfactory academic progress, withdrawals, completion, graduation, etc.); and automated and monitored communications are important aspects to successfully connecting with students.

6.4.2 The ability to upload, store, query, communicate and report on customized data points from imported data from the Data Warehouse, Colleague SIS and MoodleRooms (LMS).

6.4.3 The ability to upload, store, query, communicate and report on customized data points related specifically to student support services. Such data points point may include: time/date

stamped notes related to interactions and their outcomes; office outreach initiatives to obtain required responses/transactions such as student academic advising.
6.4.3.1 The ability to import student/prospect data from external systems such as external databases, Excel sheets etc.
6.4.3.2 Ability to track every communication made with an individual, including date and time stamp, and communication description, and status of the item.

6.4.4 The ability to communicate based upon extracts/outputs and uploads of data from a degree audit system; Empire State College plan to use Ellucian DegreeWorks.

6.4.5 The ability to assign peer tutors and or course assistants and monitor interactions and record time spent on these activities.

6.4.6 Management of current student records, which currently totals approximately 20,000; scalability is also required as enrollment grows (5% planned annually).

6.4.7 Please provide a list of at least three Higher Ed institutions of the same size or larger than Empire State College, and their specific offices/departments that have utilized your CRM solution for student success.

6.5 Reporting (Recruiting, Admissions, Student Success, Advancement) & System Performance

Currently, SIS reporting across campus is supported with an Operational Data Store using Entrinsik Informer and a Data Warehouse.
We seek a CRM solution that offers robust reporting tools and pre-delivered and fully customizable reports that reflect the full functionality of the proposed system. Reporting would reflect the outcomes of Undergraduate and Graduate Recruitment, Admissions, Operations, Student Success and System Performance.
More specifically, we prefer and would like an explanation about your solution for each of the following:

6.5.1 Management reporting tools that can easily be developed and run by functional users.
6.5.2 Data is to be fully accessible for reporting purposes. ***This is a mandatory requirement.***
6.5.3 Custom data fields are automatically available in reporting.
6.5.4 User-friendly reporting environment, i.e. dashboards, visual funnels, etc. that allows easy access to data with minimum amount of training.
6.5.5 Reporting of basic analytics reflecting the effectiveness and Return on Investment (ROI) of campaigns (i.e. successful delivery, bounce backs, open rates, click thru rates, popular links, etc.) as well as individual communications.
6.5.5.1 Analysis tools are needed to determine success of recruitment campaigns (enrollment, expenditures, and effective practices).
6.5.5.2 Key metrics can be displayed as a real-time “dashboard”.
6.5.5.3 Built-in reports can be customized.
6.5.5.4 Reports can be designed, modified, and saved.

6.5.6 Reporting available via campus and remote locations.
6.5.7 Ability to save data for trend analysis/historical data.
6.5.8 Automated report scheduler with output sent to an intranet, database or report via email.
6.5.9 Reporting to encompass successful and unsuccessful execution of multi-channel communications and outputs.
6.5.10 Reporting related to hardware, software and any other technical aspects of the system.
6.5.11 Reporting/monitoring of functional users' activities and productivity.
6.5.12 Please outline, and if available provide documentation, detailing the robustness of the proposed CRM solution's reporting capabilities.
6.5.13 Describe how your solution provides a central view of contacts and requests.
6.5.14 Describe how your solution provides a secure user interface for prospects, applicants, students and alumni to create and manage their profiles.
6.5.15 How are personalized pages or views presented to students to allow announcements, documents, files and notes in multiple formats including video, audio and multiple document files?
6.5.16 Describe how can we change the look and feel of the portal/ views to ESC standards?
6.5.17 Describe the system's ability to maintain in-depth information about a student (or prospect etc.) spanning various parameters and events.

6.6 Implementation

6.6.1 Describe your recommended implementation strategy including on-site coordination and support services, best practices, consulting options and professional services.
6.6.2 Provide detailed implementation timelines. (Should reflect all aspects through go-live.)
6.6.3 Outline the staffing and composition of the implementation team comprised of College and vendor staff, vendor roles (skillset, responsibilities, past implementation experience, and availability to ESC), and proposed hours required for successful CRM implementation.
6.6.4 Identify any third party vendors involved in your implementation strategy and describe these relationships. Be sure to detail associated licenses, fees, costs, or other implementation requirements and the third party's name, address and contact. Costs should be shown in the Cost Proposal.
6.6.5 Describe your recommended strategy for SUNY Empire State College staffing needs to properly support your product after implementation to ensure product success.

6.7 Training/On-going Customer Support

6.7.1 We require training and customer support from the vendor. Describe your training and customer support models. Include typical training schedules and how it fits into the implementation process.
6.7.2 We require training programs for functional end-users. Describe your program.
6.7.3 We require training programs for technical personnel. Describe your program.
6.7.4 If available, describe your Train-the-Trainer program.
6.7.5 Please detail what training would be on-site vs. remote vs. self-help.
6.7.6 Describe the technical support available for administering your system. What are the hours of availability? What type of support is available (web, email, phone, chat, built in help features, FAQ)?
6.7.7 What is the expected response time and method on technical issues?
6.7.8 Explain what type of documentation or help system is included in the CRM solution.

6.7.9 Do you support user groups or advisory boards for the proposed solution? Do they operate independently from your company? Are they national? Are they regional?
6.7.10 What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
6.7.11 How do you manage and organize on-going contact with your clients? Please describe.
6.7.12 How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, events, customer service, company representatives, etc.)
6.7.13 Describe your service level agreement.
6.7.14 Please provide a copy of your standard maintenance contract.
6.7.15 Where is your primary support location and what are the hours of service?
6.7.16 Account Manager: ESC requires a single point of contact for all questions, support concerns and overall account management. Describe how you provide this service?

6.8 Additional Features and Functionality

Empire State College would like details about several additional specific features/functionality that your CRM solution might offer:

6.8.1 Frequently Asked Questions/Knowledge Base

Please provide more detail about the component's following functionality:
6.8.1.1 A knowledge base specific to undergraduate admissions.
6.8.1.2 A knowledge base specific to graduate admissions.
6.8.1.3 Multiple options for deployment such as website, mobile device, social media channel, customer service center desktop.
6.8.1.4 Knowledge base or content access can be accessed via permissions based on constituent data attributes.
6.8.1.5 Criteria matching engine within the knowledge base to determine inquiry resolution; operates based on customizable rules recognizing intent of question to deliver the correct answer or suggest the best possible answer.
6.8.1.6 Support attachments.
6.8.1.7 Support links to web locations.
6.8.1.8 Use permission roles (user types) and access levels (read only, edit, etc.) to manage the content.
6.8.1.9 Functional user(s) able to easily create new database entries.
6.8.1.10 Robust reporting/analytics used to monitor and track database use, queries, successful resolutions, geographic access, questions asked and responses given, historical use and system performance.
6.8.1.11 Predictive search functionality with advanced auto complete technology.
6.8.1.12 Built-in response ratings feature; Dynamic Top 10 questions feature based on changing timeframes.
6.8.1.13 Answer database & matching engine supported in various languages for full internationalization of solution.
6.8.1.13.1 Historical and system performance overviews in configurable charts and summary pages.
6.8.1.13.2 User able to rate answers, summarized in reporting.
6.8.1.13.3 Link validation to detect dead or broken links.

6.8.2 Scripted Email Response

Empire State College's Undergraduate Admissions and Graduate Admissions Offices, as well as a wide variety of other campus offices, currently respond manually to and track all email inquiries. We are seeking a CRM-based, integrated solution that provides a scripted, frequently used email response database to allow for consistent branding and messaging across staff members and departments/offices.

Please provide more detail about the component's following functionality:

6.8.2.1 Personalized responses with various data fields.

6.8.2.2 Branded templates.

6.8.2.3 Searchable canned responses.

6.8.2.4 Easy and quick accessibility through short cuts or search mechanism for accessing canned responses.

6.8.2.5 Searchable emailed responses, i.e. by subject, customer name, text, staff name.

6.8.2.6 Actions tracked and/or tagged against inbound and outbound email messages. Tracking must include: type of communication, contact name, time/date stamp, actual response, link to original interaction, etc.

6.8.2.7 Tracking and monitoring of staff response time for each email.

6.8.2.8 Ability to route based on subject or text in body of email.

6.8.2.9 Ability to include links and attachments within inbound and outbound communications.

6.8.3 Other Features and Functionality

Please detail what additional features and functionality your CRM solution offers for Recruitment, Admissions and/or Student Success. (i.e. SMS text messaging, live chat, electronic constituent gateway, phone and phone scripting, telecounseling, mobile applications, etc.) We are also interested in how such features/functionality are scalable for an institution such as ours that has some aggressive enrollment goals to attain in the coming years.

7. Deliverables

We anticipate a contract award early in Quarter 2 of 2015. Based upon the timeframe, we seek to complete the following phases and respective deliverables by specific dates:

Phase One

Empire State College expects a successfully functioning CRM solution with the following outcomes and deliverables at the completion of Phase One Implementation before or on August 1, 2015, based upon the requirements as outlined in Section 6:

- Hardware/Software
- Permissions/Access/Security
- Undergraduate & Graduate Recruitment and Admissions capabilities
- Undergraduate & Graduate reporting/analysis
- Migration of data from current systems and sunsetting system
- Travel Management

cont.

- Events Management
- FAQS/Knowledge Base
- Scripted Email
- Training/Customer Support

Phase Two
Empire State College expects a successfully functioning CRM solution with the following outcomes and deliverables at the completion of Phase Two Implementation, before or on December 1, 2015, based upon the requirements as outlined in Section 6:

- Permissions/Access/Security
- Student Success capabilities
- Student Success reporting/analysis
- Recruitment and Admissions and Student Success additional CRM features/functionality
- Training/Customer Support to leverage/maximize CRM system

Phase Three Empire State College expects a successfully functioning CRM solution with the following outcomes and deliverables at the completion of Phase Three Implementation, before or on April 1, 2016, based upon the requirements as outlined in Section 6:

- Permissions/Access/Security
- Events Management (Advancement)
- Communication and Social media tracking
- Scholarship Management
- Volunteer Management
- Recruitment, Admissions, Student Success and Advancement additional CRM features/functionality
- Training/Customer Support to leverage/maximize CRM system

8. Pricing

Vendor must provide a total cost of ownership for the complete CRM solution as proposed. Provide costs for years 1 – 5.

IMPORTANT NOTES:

- User Seats
    - Advancement 15
    - Student Information Center 10
    - Grad/Undergrad/Advisors 75
    - Academic Support/Academic Affairs 75
- Provide separate pricing if the option of concurrent or registered users is available.
- Be sure to include copies of your standard licensing and maintenance contracts as references, so the College may also review in conjunction with pricing.

All pricing documentation should include the following breakdowns and supporting detail:

- Any associated hardware costs
- Any associated software costs; include any third party
- Any required hosting costs
- Any optional hosting costs
- Hardware maintenance and support costs
- Software maintenance and support costs
- Additional (optional) features/functionality costs
- Maintenance pricing beyond implementation, and how pricing is determined? If out of hours support is not included in the standard contract please provide the cost for this as an option.
- Costs of test, development and production instances of the CRM system, regardless of hosting model
- Costs of upgrades, if available or required
- Costs of updates/patches, if available or required
- Licensing fees (by enrollment? Seats? Other?)
- User fees (by enrollment? Seats? Other?)
- Required Interface costs
- Optional Interface costs
- Required data migration costs
- Optional data migration costs
- Set up costs
- Account/project management costs
- Implementation costs
- Consulting costs by job title, job rate and anticipated number of hours (outlined by Phase One, Phase Two and Phase Three)
- On-site consultation for technical and functional users
- Remote consultation for technical and functional users
- On-site Training for technical and functional users
- Remote Training for technical and functional users
- If available, Train the Trainer program
- Access to self-help information/training
- Defined technical user support (cost breakdown beyond implementation)
- Defined implementation support for technical users
- Defined functional user support (cost breakdown beyond implementation)
- Defined implementation support for functional users
- Customer Service access for questions, troubleshooting, feedback, etc.
- Travel expenses – Empire State College will reimburse any and all reasonable expenses (i.e. airfare, car rental, etc.) associated with implementation; and must be in accordance with the state per diem rate. See www.gsa.gov/portal/content/104877

Note regarding proposed total cost of ownership: This "cost" will encompass the entire solution pricing along with all services and any necessary customizations. If there are additional components or modules that are not included in the offering, they must be identified and these must be itemized as "optional" and include all software costs, maintenance/support costs, hosting services costs, professional services and/or customization/integration costs/estimates, as applicable. Items

not identified in the proposed solution pricing (including third party items required) will be considered part of the final solution and be considered free add-ons to the existing solution at the price included in this RFP response.
If a SUNY Agreement or New York State Agreement exist with your organization indicate if these available discounts are included in your pricing.

9. Vendor Qualifications

Empire State College seeks to understand the qualifications of a vendor and those that demonstrate the following:

- Solid experience with current clients using successfully functioning Higher Education CRM solutions that are interfaced with Student Information Systems. Vendors should have a minimum of five years in Higher Education.
- Solid Higher Education CRM project management, consulting and leadership experience. Must have completed a minimum of five implementations in Higher Education.
- Offer solid and responsive technical support and demonstrate this in an SLA.
- A commitment to the higher education market for at least the next five years and demonstrate this through their product roadmap.
- Stability in the marketplace that is reflected with a strong financial position as described in the Vendor Responsibility Questionnaire.

The questions below are designed to allow the college to further evaluate vendor qualifications:

9.1 Empire State College seeks your industry insights and to understand more about your forward-looking vision of how your proposed CRM solution and any of your future product initiatives can support our:

- competitive undergraduate and graduate recruitment and admissions environments;
- Current and future student success or student retention initiatives, as well as key campus offices including student affairs, academic advising and international student services.
- Current and future ability to service alumni, deepen and broaden our Advancement outreach efforts.

Please provide a narrative of how your CRM solution and your company's responsiveness, ability to successfully execute, and offer the scalability that Empire State College needs now and in the years to come.

9.2 Please provide an overview of your Higher Education CRM solutions and the length of time you have provided, as well as a history of the underlying hardware/software you have provided to your clients. Further, we would like to know what, when and why you have retired solutions you have implemented for your clients.

9.3 Please provide a brief overview of how specifically several of your clients have contributed to the development or enhancement of features/functionality of your proposed Higher Education CRM solution.

10. Client References

10.1 Provide a list of **three to five current client references** that have implemented your CRM solution and are utilizing your services who we may contact as references. All current client references **must be similar in size and stature or larger** than Empire State College and **receive substantially similar solution** as we are seeking. We **require** name, institution, mailing address, email address and phone number for each reference.

10.2 Please complete the following chart to help us easily understand what a customer should expect related to the proposed CRM solution (complete chart in its entirety except for shaded areas; if a question is not applicable, please note as N/A; please do not leave any blanks):

Question	Version	Date	Proposed Frequency	Requires Partner(s)
Please provide details of the latest version of the proposed CRM solution?				
When are you slated to release the next version or upgrade of the proposed solution?				
When and how often are you scheduled to release patches?				
When and how often are you scheduled to release updates?				
When is the current version of the proposed CRM slated to be retired?				
When did you release or plan to release the latest version of your Multi-channel Communications/ Marketing | Campaign Management component?				
When did you release or plan to release the latest version of your Events Management component?				
When did you release or plan to release the latest version of your Travel Management component?				
When did you release or plan to release the latest version of your Advancement component?				
When did you release or plan to release the latest version of your Student Success| Student Retention component?				
When did you release or plan to release the latest version of Frequently Asked Questions/Knowledge Base?				

Question	Version	Date	Proposed Frequency	Requires Partner(s)
When did you release or plan to release the latest version of Scripted Email Response?				
When did you release or plan to release the latest version of reporting for Recruitment and Admissions?				
When did you release or plan to release the latest version of reporting for Student Success | Student Retention?				
When did you release or plan to release the latest version of reporting for Advancement?				
What and when did you release or plan to release other features/functionality? Enter info on the lines below				
A.				
B.				
C.				
D.				

QUESTION	Response	(please circle)
If (a) new version(s), update(s), upgrade(s) and/or patches is/are released during the three implementation phases, will they provided at no additional charge(s)?	YES	NO

11. SUMMARY INFORMATION FORM

THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE

<table>
<tr><td>RFP #: ESC-15-01</td><td>RFP Title: Higher Education Constituent Relationship Management (CRM)</td><td>RFP Release Date: 01/12/15</td></tr>
<tr><td colspan="3">Key Events</td></tr>
<tr><td colspan="2">Questions/Requests for clarification due</td><td>02/04/2015</td></tr>
<tr><td colspan="2">Response to questions/requests for clarifications issued</td><td>02/09/2015</td></tr>
<tr><td colspan="2">Proposal Due Date</td><td>02/13/2105; 5:00 PM</td></tr>
<tr><td colspan="2">Presentation, Demonstration, Interview (if applicable)</td><td>Week of 02/16-02/20/2015</td></tr>
<tr><td colspan="2">Anticipated Notification of Award</td><td>02/25/2015</td></tr>
<tr><td colspan="2">Anticipated Contract Start Date</td><td>04/15/2015</td></tr>
<tr><td colspan="3">The College reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner</td></tr>
<tr><td colspan="3">Contact Information</td></tr>
<tr><td>Primary Contact:

Walter Lewis
Walter.Lewis@esc.edu</td><td>Secondary Contact:

Anna Miarka-Grzelak
Anna.Miarka-Grzelak@esc.edu</td><td>Other Contact:

Charley Summersell
(administrative)
csummers@esc.edu</td></tr>
<tr><td colspan="3">Restricted Period</td></tr>
<tr><td colspan="3">In accordance with the requirements of New York State Finance Law Sections 139j and 139k ("Lobbying Law"), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the State University of New York's designated contacts only.</td></tr>
<tr><td colspan="3">Bidder Information</td></tr>
<tr><td colspan="2">Legal Business Name of Company Bidding:</td><td>Bidder's Federal Tax Identification Number:</td></tr>
<tr><td colspan="2">D/B/A – Doing Business As (if applicable):</td><td>NYS Vendor ID Number (See Exhibit B, Section 16):</td></tr>
<tr><td>Street Address:</td><td>City/State:</td><td>Zip Code:</td></tr>
<tr><td colspan="3">If applicable, place an "x" in the appropriate box: (check all that apply)
☐ Small Business (if checked, provide # of employees ____) ☐ Disabled Veteran Owned Business
☐ Minority Owned Business (NYS Certified) ☐ Women Owned Business (NYS Certified)</td></tr>
<tr><td colspan="3">If you are not bidding, place an "x" in the box and return this page only. ☐ We are unable to bid at this time because:</td></tr>
<tr><td colspan="2">Bidders Signature:</td><td>Title:</td></tr>
<tr><td colspan="2">Printed Name:</td><td>Date:</td></tr>
</table>

THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE

State University of New York
Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) *ss.*:

On this ___________________ day of _______________________ , 20___, before me personally came _______________________________ , to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

____
Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF) *ss.*:

On this _________ day of ___________________, 20___, before me personally came ____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of ____ and that he/she executed the foregoing instrument in the firm name of _______________________________________ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of ____ for the uses and purposes mentioned therein.

____
Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) *ss.*:

On this ___ day of _______________, 20__, before me personally came _____________________________, to me known, who being duly sworn, did depose and say that he/she resides in _______________________________; that he/she is the ___________________________ (title) of ____(firm), the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

____
Notary Public

THIS PAGE MUST BE SIGNED IN THE ORIGINAL AND MUST ACCOMPANY EACH COPY OF YOUR BID.

12. Standard New York State Requirements

Termination

The Contract awarded to the Successful Bidder may be terminated by the College for any of the following reasons:

a. *Convenience of THE COLLEGE*: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by THE COLLEGE for whatever reason.

b. *Event of default*: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in THE COLLEGE's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, THE COLLEGE will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, THE COLLEGE may terminate this contract immediately upon written notice.

c. *Deficient Certifications*: If the awarded contract has a value greater than $15,000, THE COLLEGE shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than $100,000 and Contractor's sales for the immediately preceding four quarters were greater than $300,000, or if the contract has a value of $125,000 or greater, THE COLLEGE shall have the right to terminate in the event the successful bidder's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.

d. *Lack of Funds*: If for any reason the State of New York terminates or reduces its appropriations to THE COLLEGE, the awarded contract may be terminated or reduced at THE COLLEGE's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the THE COLLEGE for payment of such costs. In any event, no liability shall be incurred by the State (including THE COLLEGE) beyond monies available for the purposes of the awarded contract.

e. THE COLLEGE may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

Gramm-Leach-Bliley Act

In performing any resulting contract, you will receive, maintain, process or otherwise will have access to confidential information on students and/or customers of Empire State College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314), you must implement and maintain a written Information Security Program in order to protect such customer information. Customer Information is defined in relevant part under the Safeguards Rule as 'any record containing nonpublic personal customer information as defined in 16 CFR §313(n)' (the FTC's Privacy Rule)' about a customer of a financial institution, whether in paper, electronic, or other form' (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards that you implement under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

If you subcontract with a third party for any of the services that you are required to undertake in furtherance of this contract, you must ensure that such third parties implement practices, which protect nonpublic personal information of students and/or campus customers with which they receive, maintain, process or otherwise are permitted access.

You are required to either return or destroy (per College's choice) all customer information in your possession upon your completion of this contract. Furthermore, the safeguarding requirements set forth above shall survive termination of this contract.

Information Security Breach and Notification Act

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

Consultant Reporting

State Finance Law Section 163(4)(g) imposes certain reporting requirements on contractors doing business with New York State. In furtherance of these reporting requirements the Consultant agrees to complete and submit an initial planned employment data report and an annual employment report, which are attached as Consulting Reporting Forms A and B respectively."

Entire Agreement

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

a. Exhibit A, State University of New York Standard Contract Clauses
b. Exhibit A-1, State University of New York Affirmative Action Clauses (for contracts valued at greater than $25,000)
c. The Agreement
d. Exhibit B, the Successful Bidder's proposal and Statement of Work
e. Exhibit C, the Successful Bidder's Cost Proposal

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

Determination of Vendor Responsibility

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the New York State Finance Law ("SFL") requires that contracts for services and commodities be awarded on the basis of lowest price or best value "to a responsive and responsible bidder." Section 163 (9)f of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, THE COLLEGE will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, bidders are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions on the Office of State Comptroller (OSC) website, available at: www.osc.state.ny.us/vendrep or go directly to the VendRep System online at https://portal.osc.state.ny.us. For VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 of by email at helpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact THE COLLEGE for a copy of the paper form.

In addition:

a. *General Responsibility*. The Contractor shall at all times during the contract awarded term remain responsible. The Contractor agrees, if requested by THE COLLEGE, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b. *Suspension of Work for Non-Responsibility.* THE COLLEGE, reserves the right to suspend any or all activities under the contract awarded, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as THE COLLEGE issues a written notice authorizing a resumption of performance of the contract awarded.

c. *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate COLLEGE officials or staff, the contract awarded may be terminated by THE COLLEGE at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, THE COLLEGE may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:

NYS Empire State Development
Division for Small Business
625 Broadway
Albany, New York 12207
Phone: 1-800-782-8369
Email: esd@empire.state.ny.us
Website: http://www.emipre.state.ny.us

Governing Law

This RFP, Bidders' proposals and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New York, excluding New York's choice of law principles in a New York court of competent jurisdiction. Bidder/Contractor agrees to submit itself to such court's jurisdiction.

Office of Federal Contract Compliance Programs

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

Encouraging Use of New York State Businesses in Contract Performance

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

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

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

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. THE COLLEGE therefore expects Bidders/Proposers/Contractors to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to New York State and its taxpayers.

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

Will New York State Businesses be used in the performance of this contract? (YES____ NO____)

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

Confidentiality/Freedom of Information Law

All proposals submitted for THE COLLEGE's consideration will be held in confidence and will become the property of THE COLLEGE. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer's Law. Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Bidder shall submit with its proposal a separate letter addressed to: Paul Tucci, Vice President for Administration, Empire State College, 2 Union Avenue, Saratoga Springs, NY 12866, specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder's failure to submit such a letter with its proposal will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable, because a proposal cannot reasonably consist exclusively of proprietary information.

Free and Open Competition

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

Notification of Errors, Inquiries and Interpretation

Bidder is responsible to bring to THE COLLEGE's attention any deviations in the technical specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this RFP. If THE COLLEGE in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, THE COLLEGE will notify all Bidders in writing of the change in specifications. No deviations from the technical specifications provided herein shall be made without written approval of THE COLLEGE.

No Claims or Rights

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

Conflict of Interest

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

Bidder's Terms and/or Conditions

Bidder's standard terms and conditions will **not** be considered relevant to its proposal or to the contract awarded and should not be included with its proposal. Any additional Bidder terms and conditions attached to or referenced in Bidder's proposal shall not be considered part of the proposal, but shall be deemed included for informational purposes only. No extraneous terms or conditions will be incorporated into the contract awarded unless approved in writing by the SUNY Office of General Counsel. Acceptance and/or processing of a Bidder's proposal shall not constitute acceptance of a Bidder's extraneous terms and conditions.

Contract Award

Receipt of this RFP does not indicate that THE COLLEGE has predetermined Bidder's qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in accordance with the criteria set forth in this RFP. The successful Bidder will be notified by THE COLLEGE by telephone and confirmed by letter.

Acceptance of RFP Content

The terms and conditions included in this RFP as well as the applicable portions of Bidder's proposal shall become contractual obligations if a contract is awarded. **BIDDER'S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER'S PROPOSAL**.

Services Outside Scope of the Contract Awarded

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

Standard Contract Clauses

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

Binding Effect

The contract awarded shall be binding upon its execution by both parties and, if required by New York State law, upon the written approvals of the Attorney General and the Office of the State Comptroller.

Electronic Payment Authorization

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

Compliance

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

Indemnification

a. Successful Bidder (Contractor)

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

b. THE COLLEGE

Subject to the availability of lawful appropriations pursuant to Section 41 of the New York State Court of Claims Act, THE COLLEGE will hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of THE COLLEGE or of its officers or employees when acting within the course and scope of their employment and within the scope of the contract awarded.

Liability

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

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

Insurance

During the term of the awarded contract, the Successful Bidder must obtain and maintain insurance coverage at its own expense as provided in this paragraph, and shall deliver Certificates of Insurance in a form satisfactory to THE COLLEGE before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates of Insurance must indicate the applicable deductible/self- insured retention on each policy. Certificates shall be mailed to: SUNY Empire State College, Att: Charley Summersell, Office of Business Services, 111 West Ave., Saratoga Springs, NY 12866.

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

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

a. A professional liability policy (errors and omissions) in the amount of One Million Dollars ($1,000,000), which shall be maintained for a period of three (3) years after completion of this contract. If said policy is issued on a claims-made policy form, the policy shall be purchased with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

b. Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.

c. General Liability Insurance with limits no less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. Such policy shall name Empire State College as an additional insured and shall designate Empire State College as the loss payee, and shall contain a provision that Empire State College shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.

Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

THE COLLEGE 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.

Procurement Lobbying Act – State Finance Law §§ 139-j and 139-k

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

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

Each Bidder shall submit with its proposal a written affirmation of its understanding of THE COLLEGE's procurement lobbying procedures and agreement to comply with such procedures. The requisite form is provided at Attachment 3. It may also be accessed online at:
http://www.suny.edu/sunypp/documents.cfm?doc_id=282

Restrictions on the Activities of Current and Former State Officers and Employees

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

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

Certification Of Registration To Collect Sales And Compensating Use Tax

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY 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 SUNY determines that such action is in the best interests of the State. Information can be found at: http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf

Tax certification forms can be found at: http://www.suny.edu/sunypp/docs/473.pdf

and http://www.suny.edu/sunypp/docs/474.pdf

Smoke Free SUNY

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

Appendix A

Demonstration Scoring Chart

Area	Requirements	*Additional Area Top Requirements*	Multiply Factor	Item Score	Score	Section Score
Technical: Operational & Environment	1. Integration with other Enterprise Applications via published/open APIs, XML, JSON, etc.	Recruitment, CPIE	3	1	3	
	1.1 Capability of automated bi-directional, real-time synchronization of data between the CRM and Ellucian Colleague	Admissions, Recruitment, Academic Affairs	4	1	4	
	1.2 Integration and synchronization with email and calendar in O365.	CPIE, Academic Support	3	1	3	
	1.3 Need the ability to aggregate individual calendars into “service” area calendars	Academic Support	2	1	2	
	2. Cloud-based solution		1	1	1	
	3. RDBMS Enterprise-class platform	*CPIE*	2	1	2	
	4. Access to data (via ad hoc queries; sql etc.)		1	1	1	
	5. Capacity: ability to handle current and future forecast load of 5 - 10% increase annually		1	1	1	
						17
cal: Maintenance &	1. Available Documentation is current and must be updated regularly		1	1	1	

	2. Ability to test new software releases (Should have at minimum test and production environments)		1	1	1	
	3. Regular software release schedule (min annually)		1	1	1	
	4. Disaster recovery available		1	1	1	
	4.1 With geographic dispersion		1	1	1	
	5. Training packages available	*Admissions*	1	1	1	
	5.1 Train the trainer available		1	1	1	
	6. Support Helpdesk Available	*Admissions*	1	1	1	
						8
Technical: Security	1. Role-based Privacy & Security (FERPA, SUNY & NYS regulations)		1	1	1	
	1.1 Role-based access to functions within the CMS	Academic Affairs	2	1	2	
	1.2 Roles can be rolled up to group based access to functions within the CMS		1	1	1	
	2. Ability to connect to ID Management platform.		1	1	1	
	3. Authentication method - SAML 2		1	1	1	
	4. Authorization method – Active Directory		1	1	1	
					0	7
Technical: Usability	1. User Accessibility (responsive design, mobile apps, 508 compliance)		1	1	1	
	2. Ability to configure user interface		1	1	1	
	3. Ability to skin user interface		1	1	1	
	4. Audit/reporting capability: updates or additions to data are dated and captures user who updated	*Academic Support*	2	1	2	
						5
Technical: Performance	1. Reliability: Back-end storage must be built on a Relational Model and customer's (prospect, applicant, student, alumni) information should be linked to their transaction history to enable insight into their behavior to enable segmentation and response.		1	1	1	
	2. Availability (SLA) - 99.999%		1	1	1	
	3. Response time (during peak loads response of 1 sec)		1	1	1	

	4. Robustness: CRM should have the ability to handle errors conditions without crashing or failing		1	1	1	
	5. Scalability & elasticity ('X on demand')		1	1	1	
	6. Support via monitoring tools (network, transactions, etc.)		1	1	1	
						6
Admissions	1. Capability of automated bi-directional, real-time synchronization of data between the CRM and Ellucian Colleague.	Included in Technical				
	2. Customer self-service portal for prospects		2	1	2	
	2.1 Customer self-service portal for applicants	Recruitment	2	1	2	
	2.2 Customer self-service portal for students	Academic Support	2	1	2	
	2.2.1 Self Service Portal for Student Tutors, to click off if available or not, or set a limit on available slots (#of tutees ready to take on).	Academic Support	1	1	1	
	2.2.2 Check off what courses they are open to tutor and/or Academic Coaching * Course Assistant.	Academic Support	1	1	1	
	2.2.3 Ability to track their status such as approved, training completed, work-study sheets submitted/needed, and other required information needed to be approved in various roles.	Academic Support	1	1	1	
	2.2.4 Timesheet entries for tutors, academic coaches and course assistants.	Academic Support	1	1	1	
	2.2.5 Self Service Portal for Tutees- Students can search for available tutors (this would need oversight and monitoring).	Academic Support	1	1	1	
	2.6 Customer self-service portal for alumni	External Affairs	2	1	2	
	3. Self-service for prospective student application. Students must be able to see documents they still need to provide and the status of their application (progression checklist).		1	1	1	
	4. Provides the ability to create forms such as online applications, recommendations, peer tutor and academic coaching requests, etc.	*Military & Veterans*	2	1	2	
	4.1 Ability to have form logic e.g. if prospect or applicant identifies status as military or veteran display additional fields for data capture	*Military & Veterans*	2	1	2	
	4.2 Ability to map fields on form to the database.		1	1	1	

	4.3 Ability to send acknowledgement when new info added, updated or attachment uploaded.		1	1	1	
	5. Ability to submit documents such as essay and recommendation forms with the application		1	1	1	
	6. Training and customer support	*Included in non functional*			0	
	7. Integrated online payment processing		1	1	1	
	7.1 With payment service		1	1	1	
	8. Automation of workflows and assignment rules (Workflow engine?). A comprehensive rules based engine for workflow - including automated emails to applicants as they progress through the application process.	*Graduate Admissions*	2	1	2	
	9. Reporting – standard reports available		2	1	2	
	9.1 Reports can be created on the fly		2	1	2	
	9.2 Real-time data reporting	*Recruitment*	2	1	2	
	10. Easily identify duplicates (prospects, applicants); Honors historical stored data with re-entering, re-engaging or reapplying students	*Academic Affairs*	3	1	3	
	10.1 Has rules to ensure consistency of data entry - i.e. NY vs. New York or 5185872100 vs. 518-587-2100 - so that data can only be entered one way etc. As well as pre-populated drop down lists to ensure consistent date entry through selection.	*Academic Affairs*	3	1	3	
						37
Recruitment	1. API Integration (syncing real-time information with our current systems)	Included in Admissions			0	
	2. Automated life cycle progression		1	1	1	
	3. Self-service admissions portal for applicants				0	
	4. Integration with our email system (currently Lotus Notes)		1	1	1	
	4.1 Integrated with mail and calendar in Outlook and O365		1	1	1	
	5. Honors history with re-entering, re-engaging or reapplying students	*Included in Admissions*			0	

	6. Pre-set email campaigns: our recruitment team is looking for a sophisticated Drip Marketing feature in the CRM that allows for the timing of messages to follow a pre-determined path in combination with the ability to send emails/other correspondence based on specific behaviors, actions or status of the prospect.	Marketing	2	1	2	
	6. Real-time data reporting	*Included in Admissions*			0	
	7. Availability of call reports (reminders for follow-up calls)		1	1	1	
	8. Lead qualification tools: Lead scoring/qualifying by customizable variables - likeliness of applying based on identified factors	Marketing	2	1	2	
	9. Ability to track event effectiveness: our recruitment team is looking for the ability to see statistics on events (information sessions, fairs, open houses, etc.) and email communications. For emails, statistics would include open rates, URL click rates, email replies, etc.		1	1	1	
						9
Student Services/ Academic Support	1. Appointment scheduling with student self-service and automated confirmations and reminders.		1	1	1	
	1.1 Individual calendars for faculty and staff (1:1 and group sessions).	Included in Technical			0	
	1.2 Ability to aggregate individual calendars into "service" calendars (e.g. writing help, math help, etc.)	Included in Technical			0	
	1.3 Synchronization with personal calendars	Included in Technical			0	
	1.4 Customizable appointment types allowing for easy data capture of students' needs/requests and session outcomes.		1	1	1	
	2. Event Management with self-service registration, automated confirmations and reminders, etc. (for info sessions, orientation, workshops, SmartMeasure, Criterion completion, etc.)		1	1	1	
	2.1 Ability to capture this data in the student record along with the date		1	1	1	

	3. Ability to track and assign issues and other events using flags and other tracking features. Dashboard feature which allows users to monitor tracking items.		1	1	1
	3.1 Ability to assign tutor/academic and/or writing coach		1	1	1
	3.2 Ability to track when tutor was assigned and number of tutors assigned with dates of each assignment		1	1	1
	3.3 Ability to track communication with student		1	1	1
	4. Ability to flag student issues, events and alerts automatically using LMS and Colleague data (e.g., when a student goes into dismissal, degree plan is concurred, student doesn't log into online course, etc.).		1	1	1
	5. Ability to enter notes to document information and interactions which may or may not require follow-up (advising sessions, tutoring sessions, etc.).		1	1	1
	5.1 Students are allowed to see selected notes and tracking items (e.g., advising notes, SAP Early Alert notification, missing financial aid documents; award letters). Items that students can now see in MyESC would be integrated into this system.		1	1	1
	6. Ability to upload and view documents (SAP letters, transfers between centers, academic integrity statement, assessment results, progress report, work study timesheets, work study award, volunteer agreement, peer tutor application, etc.)		1	1	1
	7. Flexible licensing with flexible levels of permissions for users, which would allow all faculty including adjuncts, PEs, support staff and administration access to relevant information stored in a student profile.	Included in Technical			0
	8. Ability to create student cohorts based on fields in Colleague (e.g., location, status, program, affinity group, etc.).		1	1	1
	8.1 Ability to identify approved peer tutor/academic and writing coaches/course assistants per term/per year and for what courses (students will be approved for multiple roles)		1	1	1
	8.2 Identify course assistants for specific online courses (these assistants are placed within the course as a dedicated tutor and to work with instructor)		1	1	1

	8.3 Identify students who are assigned to tutor/coach per term (student might be assigned multiple tutors)	1	1	1
	9. Customizable early alert tool (online survey) which allows faculty to easily report multiple concerns about multiple students. Early alert tracking items (flags) are built in (e.g., "has not yet met with mentor," "has not yet submitted assignments," "needs writing support", " needs a tutor " etc.) and trigger interventions.	1	1	1
	10 Input and capture history of a student's requests sent to Academic Support.	1	1	1
	11. On-demand reports directly available to end users (Deans, Directors, PE's etc.) to track service usage, provide aggregate data about frequency of issues and response time and allow centers and programs to track the effectiveness of various interventions.	1	1	1
	10.1 Ability to download in spread sheet format	1	1	1
	10.2 Ability to report on various tutoring/coaching stats (# of hours worked, # of tutoring/coaching assignments per student per term, # of open tutoring and coaching requests, total work-study payments vs. total awarded to ensure award is not exceeded, total work-study funds award based on period, # of requests for a certain course and instructor (need a variety of reporting options)	1	1	1
	10.3 Ability to report on approved tutors/coaches/assistants and their status.	1	1	1
	10.4 Ability to report on unassigned and assigned tutor/coach requests.	1	1	1
	12. Ability to see a 360 degree holistic view of a student's history	1	1	1

Marketing	1. Reports for lead acquisition and conversion at different lifecycle stages - able to see which leads moved from one recruitment funnel stage to another and calculate conversions for each.		1	1	1	
	2. Client side zip code lookup that helps user complete the inquiry form		1	1	1	
	3. Communication flow that allows for time customization for each prospect - being able to set auto communications rules based on individual prospect behavior and its timing.	*Included in Recruitment*			0	
	4. Auto-response emails that provide personalized, relevant information based on the information collected from inquiry forms (rules engine).		1	1	1	
	4.1 Auto responses should be configurable		1	1	1	
	5. Redirection to a confirmation page with that same, personalized information - setting up confirmation pages pre-populated with information related to prospects' choices on the inquiry form (i.e. degree interest)		1	1	1	
	6. Creation of automatic drip campaigns based on user behavior (a pre-written set of messages to customers or prospects over time).		1	1	1	
	7. Lead scoring/qualifying by customizable variables - likeliness of applying based on identified factors	*Included in Recruitment*			0	
	8. Student lifecycles that allow for multiple statuses and can be changed using workflow triggers		1	1	1	
	9. Self-service for prospects and students to see where they are in the application process, or set up appointment with advisor		**1**	**1**	1	
	10. Self-service event registration		1	1	1	
	11. Integration of telephony with CRM	CPIE	2	1	2	
						11
Financial Aid	1. The ability to categorize prospects/students: Prospects no FA, FA applicants no prospect status yet (so recruiters can reach out, existing students without FA, existing students with FA, "problem"- warning/dismissal....		1	1	1	
	2. The ability to send the prospect details to the ERP if a FAFSA is filed (need rules based decision when to send data to Colleague)		1	1	1	

	3. Analytics on prospects who file FAFSA and those who do not		1	1	1	
	4. When "At Risk" students are flagged: notification to the FA office		1	1	1	
	5. The ability to create a workflow process for scholarship awarding: select students, review (multiple times), award then notification to student.	Advancement	2	1	2	
	6. Analytics on predicting FA issues		1	1	1	
						7
Academic Affairs	1. **Persistent natural key - a unique identifier for each individual person across each system (CRM and all interfaced system) from first contact.		1	1	1	
	2. **System which integrates with ERP supporting bi-directional data flow.	Included in Technical			0	
	3. **The ability to identify and communicate with specialized professional learning organizations/partnerships etc. cohorts such as Year Up New York and Champlain Valley Physicians Hospital (CVPH) School of Radiologic Technology or in OVME's (Veterans and Military) case specialized populations such as, Army, Navy, Air Force, Marines, Coast Guard, Active duty, Guard, Veteran, Spouse or Reserve etc.		1	1	1	
	4. Track, validate, and update military constituents status throughout the entire life cycle. For example request status at initial contact, application, and registration.		1	1	1	
	5. Interface data validation for forced consistency of data entry.	Included in Admissions			0	
	6. Case management function to track communication, assign tasks, and/or escalate cases to appropriate staff to resolve issues. Require a time stamp and resolution flag.		1	1	1	
	7. All communication goes in and out of the CRM with set formats, protocols and communication strategies - including phone, email, texting etc. (dropdown list or select fixed terms)		1	1	1	
	8. Student lifecycles that allow for multiple statuses and can be changed using workflow triggers		1	1	1	

	9. On-going metric which identifies the number of on-going communication with prospective students with no response from the prospect to ensure we are in compliance with (Dept. of Defense Memorandum of Understanding) DOD MOU requirement of 3 max "touches".		**1**	**1**	1	
	10. Automated communication plan with consistent, appropriate correspondence in the right format, in the right context, at the right time.		1	1	1	
	11. Provide transparency to prospective students for the Executive Order prior to application. Information required: financial resources available i.e. SUNY Smart Track, preliminary review or Early Transcript review so students know approximately how many credits we are going to accept. End result - students need to know - approximately how long it is going to take to complete their degree and approximately how much is it going to cost - before they apply.		1	1	1	
						9
Graduate Program	1. Optimal campaign and communication plan management for outreach including email tracking, automated scheduling of contact trigged by business rules		1	1	1	
	2. Customizable dash boards to facilitate lead management		1	1	1	
	3. Easy imports/batching of prospect information (no single data entry for each prospect) from purchased lists (spreadsheets) from organizations or testing services like the GRE/GMAT.		1	1	1	
	4. A self-serve student online application that allows the potential graduate student to see the progression of the Admission Office receipt of application materials. System would include: Document upload management - including automated online recommendation form submission for grad app., test scores (GRE, Millers Analogies, TOEFL, and IELTS).		1	1	1	
	Test scores (GRE, Millers Analogies, TOEFL, and IELTS).we want to be able to import test scores electronically and/or have the checklist show when they were received by the admissions office so the applicant knows we received them.		1	1	1	
	5. A comprehensive rules based engine for workflow - including automated emails to applicants as they progress through the application process.	Included in Admissions			0	

	Graduate admission decision letter processing – including customization of any conditional requirements (important for programs with prerequisite requirements).		1	1	1	
	6. Integrated Grad Application review workflow for Grad staff and faculty reviewers allowing access to grad application materials by program and submission of decisions (including final confirmation and approval process).		1	1	1	
	7. Graduate admission decision letter processing – including customization of any conditional requirements (important for programs with prerequisite requirements).		1	1	1	
						8
External Affairs (Advancement)	1. Ecommerce Currently, we have several offices using different merchandise accounts and to have this process streamlined would be a great benefit. Our office would like to be able to have online donations, for example, to be consistent and easy for donors.		1	1	1	
	1.1 Capability to do automatic e-mailed acknowledgements and tracking for online gifts.		1	1	1	
	2. Events Pre and post event tracking mechanism such that we can automate communication to the attendees particularly post event for solicitation and stewardship as well as the ability to automate attendance coding.		1	1	1	
	3. Social Media This is clearly a growth and concern area for the entire college. We would like to be able to track alumni and students who are on our social media channels.		1	1	1	
	3.1 The ability to have social media comments such as tweets, etc., that has ESC or Empire State College in the comment automatically collected for review and outreach as appropriate.		1	1	1	
	4. Document imaging The ability to be able to store our communication documents with alumni.		1	1	1	

	5. Communications tracking The ability to code each piece of communication to be able to give us an overall view of how much is going out to alumni and students - along with the types of communications they are receiving - to keep it all manageable and organized. 360 0 degree visibility of communications across the institution.		1	1	1
	5.1 We would like to be able to code and automate our follow up to ‘incoming’ communications from any outlet, including social media, web, email, print, etc.		1	1	1
	5.2 Require reporting management tool for communications. We would like to be able to pull reports based on our communications like:How many pieces sentHow many were openedHow many click throughs on linksHow many gifts came in as a result of the mailing-We need to be able to easily pull reports based on what we send. Some reports will be canned and then others we'll pull as we need		1	1	1
	6. Scholarship recipients a. Currently, our office has to receive lists from financial aid and then code them manually. We would like to be able to know these students as financial aid codes them to better steward their donors.	*Included in Financial Aid*			0
	7. Prospect Research Social Media – as we code those on social media, we would like to be able to track when they change their profiles, for example professional/employment updates on LinkedIn.		1	1	1
	7.1 Press clippings – as alumni and students appear in the media, we would like that captured and housed in one area for ease of retrieval.		1	1	1
	8. Volunteer Management – Interest tracking coding system As we track the student life cycle, coding their student interests and activities would be a great assistance as they transition to alumni status to be able to solicit their time as volunteers and eventually as donors.		1	1	1
	8.1 The ability to be able to sort and automate communication to this cohort.		1	1	1

	9. Mobile apps The ability to have alumni and donors have these apps to access information, communicate on social media and make donations perhaps even micro transactions.		1	1	1	
						14
Deans	1. Reporting: capability to generate customized reports of aggregate data		**1**	**1**	1	
	2. Capability to do follow- along with (track) students pre- and post- first enrollment		1	1	1	
	3. Capability to do both individual and mass emails; threads for individual emails		1	1	1	
						3
CPIE	1. Relatively open programming paradigm: API?	Included in Technical			0	
	2. Easy-to-use drag-and-drop interface for form development		1	1	1	
	3. API for integrating data into a data warehouse	Included in Technical			0	
	4. Integration with in-house or hosted mail and calendaring	Included in Technical			0	
	5. Mobile capability		**1**	**1**	1	
	6. Integration with ERP to allow students to register from within CRM		**1**	**1**	1	
	7. Robust, enterprise level back-end database	Included in Technical			0	
	8. integration of telephony with CRM	Included in Marketing			0	
						3
Nursing	1. Case management — automatic date/time stamp, chronology of notes.		1	1	1	
	2. Case queuing for students. Ability to assign incoming contacts among staff. Example: Clerical staff receives contact from a student. The staff then create a case (this includes assigning a case type from a drop down menu and assigning the case to the appropriate person for follow up) Automatic communication to the appropriate staff member once a case is assigned to them Student information needs to auto fill. Ability to add new case types and remove existing ones. Cases should be searchable and need to have a view so that staff can see open		**1**	**1**	1	

	ones.				
	3. Rules engine: Ability to flag student issues automatically using LMS and SIS data (e.g., when a student goes into dismissal, degree plan is concurred, student doesn't log into online course, etc.).	**1**	**1**	1	
	4. Ability to upload and view documents (SAP letters, transfers btw centers, academic integrity statement, assessment results, etc.)	**1**	**1**	1	
	5. On-demand reports in spread sheet format directly available to end users (Deans, Directors, etc.) to track service usage, provide aggregate data about frequency of issues and response time and allow centers and programs to track the effectiveness of various interventions.	**1**	**1**	1	
	6. Ability to Triage situations, that is, one point of contact, who then assigns to others.	**1**	**1**	1	
	7. A mobile app for a prospect to enter their contact information while at recruitment events	**1**	**1**	1	
	8. Ability to see if a preliminary review has been done for a student	**1**	**1**	1	
	9. Flagging/tracking to see who moves from UG to GR program	**1**	**1**	1	
	10. Tracking alumni that serve as preceptors	**1**	**1**	1	
					10
Student Information Center	1. The CRM should communicate with the phone system. E.g. when a student calls, either the phone number is recognized or the student enters their id # and this then brings up a screen with the student profile.	**1**	**1**	1	
	2. 360 degree view of contacts made with prospects, students & alumni	**1**	**1**	1	
					2
					179

EXHIBIT A

APPENDIX B

Standard Contract Clauses

State University of New York **February 11, 2014**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1**. EXECUTORY CLAUSE.** In accordance with

Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds $10,000; (v) contracts for real property transactions if the contract value exceeds $50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds $50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined 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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its

knowledge and belief 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 SUNY 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.**

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit A shall control.

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

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

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

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

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontactor, 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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992) , the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.**

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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24**. PURCHASES OF APPAREL AND SPORTS EQUIPMENT**. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. **PROCUREMENT LOBBYING**. To the extent this agreement is a "procurement contract" as

defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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.

26. **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 Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY 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 SUNY determines that such action is in the best interests of the State.

27. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

EXHIBIT A-1

Affirmative Action Clauses

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars ($100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of $25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars ($3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE* OR *BUSINESS shall mean a business verified as a minority or women- owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action 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) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and 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;(ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

2. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS EN-TERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

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

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

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Con- tractor to ensure compliance by every Subcontractor with these provisions.

5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION. (i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) **GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTER-PRISES PARTICIPATION.** For all State Contracts in excess of $25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of $100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of _____ percent (_____%) for Certified Minority-Owned Business Enterprises and _____ percent (_____%) for Certified Women-Owned Business Enterprises.

6. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

7. DAMAGES FOR NON COMPLIANCE.
Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. 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.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

Appendix C

CONTRACTOR DISCLOSURE LEGISLATION

FORM A AND B INSTRUCTIONS

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

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

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

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

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

Part I: Contract Information must be completed as specified.

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

1. Scope of Contract (Form B only): Choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.

2. Employment Category: List the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

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

3. Number of Employees: List the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

4. Number of hours (to be) worked: List the total number of hours worked during the Report Period by the employees in the employment category.

5. Amount Payable under the Contract: List the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

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

A copy of Form B must be sent to Empire State College and each of the following:

By mail or fax:

NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11 th Floor
Albany, NY 12236
Attn: Consultant Reporting

With a copy to:

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

Fax: (518) 474-8030 or (518) 473-8808

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

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

FORM A

State Consultant Services - Contractor's Planned Employment

From Contract Start Date Through The End Of The Contract Term

State Agency Name: Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:

Title: Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services

Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: **Agency Code:**

Contract Number:

Contract Term: / / to / /

Contractor Name:

Contractor Address:

Description of Services Being Provided:

Scope of Contract (Choose one that best fits):

Analysis ☐ **Evaluation** ☐ **Research** ☐ **Training** ☐

Data Processing ☐ **Computer Programming** ☐ **Other IT consulting** ☐

Engineering ☐ **Architect Services** ☐ **Surveying** ☐ **Environmental Services** ☐

Health Services ☐ **Mental Health Services** ☐

Accounting ☐ **Auditing** ☐ **Paralegal** ☐ **Legal** ☐ **Other Consulting** ☐

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

Name of person who prepared this report:

Preparer's Signature:____

Title: Phone #:

Date Prepared: / /

Appendix D

Procurement Lobbying Act Certification

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

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

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

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

Please complete the following:

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

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

CERTIFICATION:

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

Firms Name and Address:	
FEIN #:	
Telephone Number: (___)___-____	
Fax Number: (___) ___-____	
Email Address:	
Bidder's Name and Title:	
Bidder's Signature:	
Date:	