NYS GUIDELINES AND PROCEDURES FOR REQUESTING A CONTRACT FOR SERVICES OR CONSTRUCTION
PROCUREMENT AT SUNY DOWNSTATE

- **Integrity of the process**
  - Protect the interests of the State and its taxpayers
- **An equal playing field for all vendors**
  - Ensure fair and open competition
- **A clear audit trail**
  - Vendor selection, price reasonableness, document procurement activities
- **Meets NYS legal requirements**
  - Guard against favoritism, Fraud & corruption
CONTRACTS

- **Contracts** are used to procure any type of service—including, but not limited to, consulting services, banking services, technology, maintenance agreements on equipment and construction services.

- It is every requestor’s duty to adhere to the procurement guidelines, plan appropriately to implement contracts, be accountable to ensuring receipt of contract services, and to track spending on all contracts.
SERVICE CONTRACTS

There are several things to consider when you want to enter into a contract to procure a service:

- What needs to be procured?
- What are the specifications and scope of work?
- Does the procurement require a competitive bid?
- What is the best procurement vehicle for this good/service transaction? Lowest bid, best value, single/sole source, other?
- What evaluation/award methodology will be used?
- What are the steps involved?
- How much time will it take?
- What is your budget?
- Are there many vendors offering the product? Is there only one optimal choice?
- How many years will this contract be in place? (e.g. Three years, five years or more?)
- What is my role and responsibility?
WRITING SPECIFICATIONS

- Writing specifications is the responsibility of the requesting department.

- The Contracts & Procurement Division is responsible for reviewing the specifications to ensure a proper description of the product or service.

- If a vendor prepares the formal specifications for your procurement, that vendor shall be precluded from bidding for that job.

- Specifications include what the product can do, must do, and must not do.

- Specifications must be as detailed as possible and state clearly what is needed, yet not so specific as to limit competition.
Safety

NYS Education Law (Article 147) requires that with limited exceptions, construction/alteration projects bear the seal of a licensed professional and be designed by a registered Architect, Professional Engineer or registered Landscape Architect and all design work must be under the direct supervision of the same. This requirement applies to projects that affect public or structural safety, regardless of the dollar amount.
Thresholds

• All vendors doing business with DMC must provide proof of Workers Compensation and Disability Benefits

• < $10,000 – justification for vendor selection – 3 verbal or written quotations

• $10,000 - $50,000 – justification with documentation showing that the price is reasonable and Quarterly Ad in NYSCR

• > $15,000 – SFL 139 J&K and G-226 Consultant Services required

• > $25,000 – must have goals of 30% for State certified MWBE

• > $50,000 – must advertise in the NYSCR, Albany Times & Brooklyn Minority (Competitive Bidding)

• > $75,000 – may need AG and must have approval of OSC prior to execution of the procurement (due to DMC De-certification)

• $100,000 – ST220, G-221 and Vendor Responsibility
Contract & Procurement Requirements

OSC and AG approval is **NOT** required for the following contracts **regardless of the amount:**

- Procurement of materials, equipment and supplies (including computer equipment);
- Procurement of motor vehicles;
- Construction contracts;
- Construction-related services contracts such as Architectural or surveying services;
- Printing contracts.

**All** other Contracts, excluding any of the above, but including those specified below, of an amount exceeding $75,000 and other applicable oversight approval thresholds must be pre-approved by OSC and AG:

- Real Estate: Acquisition and disposition of real estate such as real property purchases, deeds, leases, revocable permits etc;
- Contracts for services, other than construction related services contracts. Services contracts are those which require the vendor to perform a task or tasks or those for which the bulk of the expenditure on the contracts is for the payment vendor’s personnel costs;
- Contracts which involve the vendor’s deployment of a technical means or method in providing a solution to SUNY such as the acquisition of computer software systems and products etc;
- Revenue contracts;
- Article eleven-B (Contracts with not for profit organizations)

Please note that the foregoing list is not exhaustive and only provides examples of contracts which still require pre-approval.
Contract & Procurement Requirements

- OSC still has the authority to post audit ALL SUNY DMC’s contracts. Every procurement and facilities office must be vigilant in maintaining strict adherence to the NY STATE and SUNY’s procurement requirements so that our new procurement flexibility is not jeopardized.
General Definitions

- **AG** – Attorney General of the State of New York
- **OSC** – Office of the State Comptroller
- **NYSCR** – New York State Contract Reporter
- **SUCF** – State University Construction Fund
- **Campus Let** – Campus managed construction projects funded by SUCF appropriations
- **Campus Funded** – Campus managed construction projects funded by SUNY appropriations
- **Consultant** – the Architect, Engineer, Landscape Architect, Surveyor or other designated entity named by the University to design and/or inspect and/or generally administer the project.
It is important to complete a requisition in its entirety and with comprehensive information. Please type all info on reqs. so it is legible. It could make the difference in your purchase being delayed or in obtaining the wrong or incomplete service/product. Make sure you have obtained the correct signatures before forwarding to the Contract & Procurement Department. If the proper authorizing signatures are not on the requisition when Purchasing receives the requisition, it will be returned to the department to obtain them. This will also delay your purchase.
Purchase Requisition Guide

1. Date Requisition Prepared
2. Department Name
3. Interoffice Mail Box Number
4. Req. # - First two boxes represents the last two digits of the fiscal year. Third and fifth boxes represents the departments ID number; (which are assigned by Contracts & Procurement Management): the last three numbers are sequence numbers assigned by User department starting from 001.
5. Suggested Vendor/Supplier by User Department, Requisitioner.
6. Requisitioner’s Name, Telephone Number, Box Number
7. Delivery Address. Include Bldg. and Room Number
8. Suggested Vendor/Supplier’s Telephone Number & Contact Person
9. Requested Delivery Date. (need by date)
10. Line Item Number
11. A & B- Detailed description of Products/Services: equipment serial numbers, model numbers, location of equipment, length of contract, etc. Attach all pertinent documents if appropriate (quotations, statement of need, service agreements, renewals, etc.)
12. Quantity (# of equipment/machines)
13. Unit of Measure UOM (annual cost per machine)
14. N/A
15. N/A
16. Total cost of Requisition (Total 1st year encumbrance)
17. Account Code (8 digits)
18. Object Code
19. Amount – When using multiple account codes, you must specify total dollar amount for each account code for the total amount of the requisition. Indicate Fiscal Year of Funding Allocation (i.e. SCF 2006 or 2008)
20. Authorized Signature
21. Title of authorized signature
22. Second authorized Signature
23. Title of authorized signature
24. Page number, if more than one page (top right corner)

Purchase Requisition must be printed legibly or typed
Procurement Requirements

Procurements are made in the following order:

1\textsuperscript{st} – Preferred Sources

- State Law mandates all State Agencies purchase from certain vendors
  - Correctional Industries (Corcraft)
  - Industries for the Blind of New York (IBNYS)
  - NYS Industries for the Disabled (NYSID)

2\textsuperscript{nd} – Office of General Services Contracts

- Negotiated statewide, for all State “Agencies”
  - Staples
  - Dell

3\textsuperscript{rd} – Agency’s own or Multi-Agency Established Contracts

- We could potentially piggy back onto other State Agencies contracts

4\textsuperscript{th} – Single/Sole Source Procurements

- Need a strong justification
Procurement Bidding Vehicles

• Competitive Procurements
  – IFB (Invitations for Bid)
  – RFP (Request for Proposal)
  – RFQ (Request for Qualifications)
OGS Contracts

- If the preferred sources cannot provide the commodity meeting the form, function and utility that the agency requires then the agency must then go to the OGS Centralized Contracts. This applies to commodities only.

- If the product on the OGS contract does not meet form, function and utility, the agency must document findings in the Procurement Record.

- OGS or less - If an agency obtains pricing from a vendor through a method prescribed by the SFL, and that product is available from an OGS contract, then the agency must afford the OGS contract vendor the opportunity to match this price.
“A STATE EMPLOYEE WHO DIRECTS A VENDOR TO START PROVIDING GOODS OR SERVICES WITHOUT AN APPROVED CONTRACT MAY BE PERSONALLY LIABLE FOR ANY INDEBTEDNESS THAT IS ULTIMATELY HELD TO BE OWED TO THE CONTRACTOR.”

Contract work should not begin until all necessary approvals are received.
Confirming Orders

• THE POLICY AT DOWNSTATE MEDICAL CENTER STRICTLY PROHIBITS CONFIRMING ORDERS

• Confirming Orders are goods or services received without a valid purchase order or contract, these transactions are in violation of SUNY Downstate’s policy

• In the event a confirming order did occur, the User department must secure the signature of a Senior Vice President or Chief Financial Officer before submitting the requisition and Letter of Justification to Contract & Procurement Management.
Split Ordering

• Split Ordering is prohibited.

• Split Ordering is the practice of “splitting” a transaction into two or more smaller dollar value transactions to avoid competitive bidding requirements.

• Office of General Services (OGS) purchasing guidelines state that multiple purchases by an agency of similar materials, equipment, and supplies within a 12 month period shall be considered a single purchase. Agencies are to consider their total annual need for a particular good or service and then determine the most appropriate procurement method.
Emergency Procurement Orders

- An emergency is defined as an urgent and unexpected event where health and public safety or the conservation of public resources is at risk. A failure to properly and timely plan in advance for a procurement, which then results in a situation in which normal procurement practices cannot be followed, will not constitute an emergency.

- In the event of an emergency, the relevant DMC User Department must immediately alert the Contracts & Procurement Department of the nature of the situation followed by a complete written explanation of the emergent situation.

- (If the emergency occurs on off hours, 5pm – 8am, or on the weekend, Saturday or Sunday, the notification to the Contracts & Procurement department should be the next business day.)
CONSTRUCTION EMERGENCY

A Construction Emergency is defined as "...damage to, or a malfunction in buildings or property of the State of New York caused by an unanticipated, sudden and unexpected occurrence which involves a pressing necessity for immediate repair, reconstruction or maintenance in order to permit the safe continuation of a necessary public use or function, or to protect the property of the State of New York, or the life, health or safety of any person."
Emergency Orders

- Identify the Emergency
  - Document the time, date, place, location and what occurred
  - If applicable, indicate whether the emergency was caused by an insured/non-insured outside entity

- Have a senior campus officer approve/sign the written Emergency Justification (and exemption from NYSCR justification if applicable)
ACCOUNTABILITY
OF
SERVICE
CONTRACTS
Contract Compliance

- All contracts must be reviewed to ensure the User department is receiving services and products as stipulated in the terms and conditions of the contract

- Invoice rate must be verified against Contract price list

- Ensure funds are available for all payments

- Maintain a Payment Accountability Grid Sheet

- Track PM performance and retain copies of all Service Reports

- All equipment must receive the required contractual PM (Preventative Maintenance)
User Department Responsibilities

- Select the **staff member** who will be responsible for managing the contract throughout the term of the contract for payments. In addition, Service Contracts for equipment must be monitored for service calls and approving payments for labor and parts.

- The appointed person should receive the specifics of the work being done from the Service Technician (including the completed service report showing the rate charged, parts, and materials used, etc.)

- Maintain the payment Accountability Grid Sheet for all contracts (Service, Consultants, Technology, Software, etc.)

- Invoice detailing cost must be reviewed and signed off by the appropriate person.
User Department Responsibilities

- Indicate on invoice which departmental account code to charge if encumbrance is tied to multiple account codes.

- Ensure funds are available for all payments during the term of the contract. If account balance is depleted the User Department is responsible to submit an additional requisition to increase the allocation.
Contract Department’s Responsibility

1. Evaluate the most effective way of developing the Service Contract (length of contract, time and material, etc.)

2. Provide User Department and Account Payable Department with the details of the Service Contract (to include scheduled PM, specifics on what is covered, cost, contract period, etc.)

3. Attach a Departmental Payment Accountability Grid Sheet detailing the start-up allocation of funds and space to record payment against the allocation with an ending new balance.
Recommendation for User Departments

- Develop policies and procedures to ensure all required preventive maintenance is performed on equipment according to the terms of the contract.

- Ensure these policies and procedures are documented and communicated to staff responsible for verifying preventive maintenance are received.

- Review preventive maintenance performance, parts replaced, completed service reports in order to validate invoice for payment.
Workers Compensation & Disability Insurance Requirements

- **RULE #1** - Every entity (vendor) MUST provide proof of New York Workers Comp and Disability or a CE-200 exemption form.

- **RULE #2** - Every out-of-state entity (vendor) MUST carry NYS insurances if they have employees working in New York (including independent contractors, installers, sales reps, etc.).

- **RULE #3** - Standard Insurance Certificate (ACCORD) forms are not acceptable proof of coverage for NYS workers’ compensation or disability benefits. The vendor must provide the buyer with the specific NYS WCB forms to prove the mandatory insurance coverage is in effect. (The ACORD form is acceptable as a certificate of liability insurance.)
Workers Compensation & Disability Insurance Requirements

- RULE #4 - A screen print of the WCB website showing coverage, by itself, IS NOT sufficient documentation that proper coverage exists.

- RULE #5 - If a vendor is legitimately exempt under the law it must provide the NYS exemption form for EVERY transaction.

- RULE #6 - Any forms received from vendors must reference the FEIN that matches the FEIN on the purchase order/contract.
# NYS Insurance Matrix

## New York State

### Insurance Matrix A - Recommended Policy Limits

#### CAPITAL CONSTRUCTION

<table>
<thead>
<tr>
<th>Category</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
<td>General Aggregate</td>
<td>Each Occurrence</td>
<td>General Aggregate</td>
<td>Does Not Apply</td>
<td>Does Not Apply</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>TRD</td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>Architectural Engineering</td>
<td>Construction Contract Value</td>
<td>Coverage shall be required in every contract, with limits as specified by law</td>
<td>Construction Management Contract Value</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>Does Not Apply</td>
<td>Total Value of Contract</td>
<td>$1,000,000</td>
<td>Does Not Apply</td>
<td>Limits to be determined by the Railroad</td>
</tr>
<tr>
<td></td>
<td>$&lt; 10M</td>
<td>$10M - 50M</td>
<td>$&gt; 500M</td>
<td>$&lt; 10M</td>
<td>$10M - 50M</td>
<td>$&gt; 500M</td>
<td>$&lt; 10M</td>
<td>$10M - 50M</td>
<td>$&gt; 500M</td>
<td>$&lt; 10M</td>
<td>$10M - 50M</td>
</tr>
<tr>
<td></td>
<td>$5,000,000</td>
<td>$10,000,000</td>
<td>$25,000,000</td>
<td>$2,000,000</td>
<td>$10,000,000</td>
<td>$25,000,000</td>
<td>$&lt; 13M</td>
<td>$10,000,000</td>
<td>$25,000,000</td>
<td>$&lt; 13M</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

### Notes:

1. The recommended limits and forms of insurance coverage listed in this matrix contemplate those exposures that are considered most common for the subject operations. The limits and forms of insurance coverage are not necessarily intended to apply to all contracts or intended operations. The Agency must take into consideration the potential exposure created by the work or operations that are the subject of the contract, and then adjust the form of insurance coverage and the corresponding limits commensurately. Consideration should be given to including insurance requirements in all transactions, even those which fall under discretionary purchasing.

2. **Commercial General Liability and Excess (Umbrella) Liability:**
   - Each Occurrence limits should be provided such that the sum of the Commercial General Liability (CGL) Per Occurrence and the Excess Umbrella limits is equal to or greater than the total listed in column C. CGL insurance limits for Construction contracts are to be based on the total value of the contract, using the ranges shown in the Category column.
   - General Aggregate limits should be provided such that the sum of the General Aggregate and Excess Umbrella limits is equal to or greater than the total listed in column D. CGL insurance limits for Construction contracts are to be based on the total value of the contract, using the ranges shown in the Category column; the limits apply on a per project/per job basis.
   - Products/Completed Operations limits should be provided such that the sum of the Products/Completed Operations Aggregate and the Excess Umbrella Liability limits is equal to or greater than the General Aggregate limit listed in column D.
   - Personal & Advertising injury limits of $1,000,000 (see Chapter 3 of this manual) can be achieved by a combination of CGL and Excess (Umbrella) limits.

3. **Owners & Contractors Protective:** This insurance type is not applicable to Architectural or Engineering contracts.

4. **Builders' Risk:** This form of insurance applies only to Construction contracts that involve buildings or structures being constructed, erected or fabricated (i.e., vertical construction). The insurance does not apply to road (i.e., horizontal) construction, but may apply to related structures like bridges, toll booths, etc. Limits should be determined based on the total value of the project.

5. **Professional Liability:** Limits are to be based on the total value of the completed project. Requirements do not apply to Construction contracts.

6. **Environmental Liability:** Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurately with the exposure and the nature of the contracted work. When environmental coverage is included in a CGL policy, minimum required limits should be increased to the sum of the two required limits.

7. **Marine (Protection & Indemnity):** Limits specified in the matrix are guidelines. Contractual limit requirements should be adjusted commensurately with the exposure and the nature of the contracted work.

---

*rev: 10/17/14* For appropriate contract language, refer to Chapter 3 of this Manual.
What is SFL §139j & §139k?

When the estimated annualized expenditure will exceed $15,000:

- Obligates SUNY DMC and its Vendors to undertake specific actions as part of the procurement process
- Sets forth specific requirements regarding communications during the procurement process
- Establishes specific contractual requirements
- Imposes new consequences if Vendors have impermissible communications
Multiple Prime Contracts (WICKS LAW)

- Section 135 – State Finance Law requires separate Multiple Prime Contracts for public work projects in KINGS COUNTY (Brooklyn) that exceed $3 million dollars.

- Projects below $3 million can be a single contract that include the work of multiple trades. These contracts are referred to as Wicks-exempt. However, use of a single contract which combines the work of multiple trades must be approved by the OGS Deputy Commissioner of Design & Construction prior to advertising for bids.
WICK’S Law

WICK’s Law requires that the contract documents be subdivided into the following major Prime Contracts to permit separate and independent bidding and award:

a. Construction

b. Heating Ventilation & Air Conditioning (HVAC)

c. Plumbing

d. Electrical

The total Project Cost will be the combined price of each Prime Contract added together.
Prevailing Wage Rates

- Prevailing Wage Rates are the wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project.

- The minimum wages and supplements that must be paid are listed in the current Prevailing Wage Schedule.
Prevailing Wage Rates

- State Law requires that Prevailing Wage Schedules be made part of all contracts between a government entity and a contractor.

- The Contracting Agency must provide the prime contractor with a copy of the appropriate prevailing wage schedule.
PRC# - Prevailing Rate Case

The Contracts and Procurement Department must register all public work projects with the Department of Labor.

DOL will issue a PRC # after the On-line Prevailing Wage application is completed.

www.empire.state.ny.us
Prevailing Wage Rates

- Prevailing Wage Rates must be used on any public work project.

- Generally, projects for construction, reconstruction or maintenance done on behalf of a public agency (entity) are public work.

- In addition, projects for electrical wiring, movers, installation of cabling, etc.
OSHA 10- requires that Public Contracts in excess of two hundred fifty thousand dollars ($250,000) contain a provision that all workers complete a OSHA course in construction safety that is at least 10 hours in duration.

(Effective date: July, 2008)
NYS Certified Minority & Women Owned Business

- NYS Executive Law Article 15-A and SUNY policy require all campuses and vendors/contractors with whom they do business, to make a *good faith effort* to procure materials, supplies, equipment, and services from NYS certified minority or women owned business (MWBEs) and meet established goals for MWBE participation in contracts.

- Also, the procurement process must outline steps to be in compliance with Federal Equal Employment Opportunity Act of 1972.
Supplier Diversity (M/WBE) Requirements

DMC must:

- Employ and document a good faith effort
- Require vendors to submit a work plan to be approved by the DMC campus, for achieving MWBE’s goals established in the contract
- Require vendors to submit compliance reports and other relevant documentation (e.g., books, records, payroll records)
- Review vendor and any subcontractor documentation to determine whether the contractor made a good faith effort
- When appropriate, grant a partial or total waiver of goal requirements
Consultant’s Utilization Plan
(Form BDC 327)

- Consultants are required by law to submit the Consultant’s Utilization Plan form to the NYS Office of General Services (OGS). The Consultant commits to good faith efforts in the utilization of sub-consultants as required by the MBE/WBE goals contained in the contract.

- OGS reserves the right to require the Consultant to submit periodic compliance reports relating to the operation & implementation of the approved Utilization Plan.
Consultant Disclosure Legislation
June 19, 2006

- The State of New York amended State Finance Law to add a reporting requirement for vendors that provide consultant services

- New York State Finance Law mandates the annual reporting of employment data from vendors that have active consultant services agreements valued above $15,000 with any New York State agency
CONSULTANT SERVICES

- Consultant Contract includes FORM “A”

- State Consultant Services Contractor’s Annual Employment Report (“Form B”) is to be used to report the required information
  - Number of persons employed
  - Number of hours worked
  - Amount paid to vendor for work performed by employees

- The first required reporting period was the 2006 – 2007 fiscal year, which ends March 31, 2007. (The State fiscal year April 1st – March 31st)
OMNIBUS PROCUREMENT ACT

Discriminatory Jurisdictions

- State Finance Law requires the Commissioner of the Department of Economic Development to develop a list of jurisdictions that impose sanctions or otherwise restrict the ability of New York State companies when they compete for contracts on an equal basis within those jurisdictions.

- The current list of discriminatory jurisdictions with policies against New York State are identified as follows: Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming.
Discriminatory Jurisdictions - Omnibus

- State Finance Law and the Public Authorities Law requires all State agencies, Public Authorities and Public Benefit Corporations, to deny businesses from these jurisdictions with discriminatory policies against New York State contracts and placement on any bidders list.

- Deny business to any potential vendor that’s principal place of business is in a jurisdiction that discriminates against NYS businesses.

- Also a construction contractor must only have its principal place of business in a state on the discriminatory list in order to require imposition of the sanctions.
Discriminatory Jurisdictions - Omnibus

- Sanctions may be waived in writing if it is determined that it is in the “best interests of the state”.

- Government Entities must send/fax Wavier Notifications to the Commissioner of the Department of Economic Development, attention Procurement Assistance Unit at (518) 292-5884.
The BAA is to ensure that all business associates (BA) enter into an appropriate contract with SUNY Downstate that will provide satisfactory assurance to SUNY Downstate that the BA will appropriately safeguard the protected health information (PHI), in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

A Business Associate is a person who is not a member of SUNY Downstate’s workforce who on behalf of SUNY performs or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information (IIHI).
BAA — Con’t

- All contracts after April 14th, 2003 must have an appropriate Business Associate Agreement.

- The development of the procedure section is the responsibility of the respective department. It is dependent upon the unique needs of each department’s operating structure and shall be customized accordingly.

- It is the responsibility of all medical staff members and hospital staff members to comply with this policy. Medical staff members include physicians as well as allied health professionals. Hospital staff members include all employees, medical or other students, trainees, residents, interns, volunteers, consultants, contractors and subcontractors of the hospital.
Additional Contract Documentation

- Workers Compensation – www.wcb.state.ny.us
- Vendor Responsibility – G-Bulletin 221
- VendRep OnLine System
- Lobbying Law – SFL 139 j & 139 k
- DRA – Deficit Reduction Act of 2005
Methods of Procurement

Competitive Bids

- RFP (Request for Proposal)
  - Contracts

- IFB (Invitation for Bid)
  - Purchase Orders

- RFQ (Request for Qualifications)
Methods of Procurement

- Quote/Proposal - a non-binding statement of price, terms of sale, and description of goods or services offered by a vendor as a basis for negotiations for entering into a contract.

- Bid – a binding price offering that has been submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids.
Methods of Procurement

Competitive Bids using IFB

- Invitation for Bids (IFB) is **most typically used** where requirements can be stated and award will be made to the “lowest responsive and responsible bidder”

- Must be used for commodity/printing purchases

- May be used for the purchase of services and technologies
Methods of Procurement

- **IFB** states: “As a requirement to bidding, bidders must attend a site visit.

- The word **MUST** indicates a mandatory requirement.

- The agency cannot waive the site visit for the incumbent vendor as it was a mandatory requirement.

- The site visit was mandatory, therefore, anyone who did not attend the site visit should be rejected as being non-responsive.
Methods of Procurement

Competitive Bids using RFP

- **Request for Proposals (RFP)** is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and when the method of award is “best value”

- Mostly used for services and technology

- Used for complex procurements

- Bid evaluations completed by User Department and Contracts & Procurement
Sole and Single Source

Sole Source Procurements

- A procurement in which only one vendor can provide the commodities or services required.

Single Source Procurements

- A procurement in which two or more vendors can supply the commodities or services required, the state agency, upon written findings setting forth the material and substantial reasons therefore, may award the contract to one vendor over the other(s).
Single Source Vendor Justification

The state agency shall document:

- The circumstances leading to the selection of the vendor, including the alternatives considered

- Specify unique feature of the vendor’s product or service. Describe how the unique features are pertinent to your requirements

- List other brands or models of the product or service which were considered and an explanation of why they were unacceptable

- The basis upon which it determined the cost reasonable.
Bidders Debriefings

- Bid solicitations **must include** information advising bidders that a debriefing may be requested by any unsuccessful offerer, within a reasonable time frame after the contract award, regarding the reasons that the proposal or bid submitted by the unsuccessful offerer was not selected for an award.

- During the **debriefing**, you may do one or more of the following:
  - Limit the discussion to the reasons why the bid was not successful.
  - Discuss the reasons why the winning bid was selected.
  - Offer advice and guidance to the bidder to improve future bids.
<table>
<thead>
<tr>
<th>Name</th>
<th>Related Docs</th>
<th>Doc #</th>
<th>Type</th>
<th>Category Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Bond &amp; Acknowledgment</td>
<td></td>
<td>7554.16</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Building Contracts Quick Certification Form</td>
<td></td>
<td>7554.25</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Contractor Agreement</td>
<td></td>
<td>7554.17</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Contractor Contracting</td>
<td></td>
<td>7554.19</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Contractor, Subcontractor, and Sub-subcontractor's Certification</td>
<td></td>
<td>7554.20</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Contractor's FCO Policy Statement, etc.</td>
<td></td>
<td>7554.21</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Division 1, etc., General Requirements</td>
<td></td>
<td>7554.22</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Information to Bidders</td>
<td></td>
<td>7554.14</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Labor &amp; Materials and Performance Bonds w/Acknowledgment</td>
<td></td>
<td>7554.15</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Notice to Bidders (UF-4)</td>
<td></td>
<td>7554.16</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Project Capitalization Form</td>
<td></td>
<td>7554.17</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Project Manual Cover Page (UF-7)</td>
<td></td>
<td>7554.18</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Proposal</td>
<td></td>
<td>7554.19</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Release (UF-4)</td>
<td></td>
<td>7554.20</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>SUNY CONSTRUCTION PROCUREMENT RECORD CHECKLIST</td>
<td></td>
<td>7554.21</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td></td>
<td>7554.12</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>UP-10 Request for Cost Proposal</td>
<td></td>
<td>7554.22</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>UP-11 Contract Change Order</td>
<td></td>
<td>7554.23</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>UP-13 Notice of Award Letter</td>
<td></td>
<td>7554.24</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>UP-14 Contractor's Certificate of Insurance</td>
<td></td>
<td>7554.25</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>UP-15 Vendor Responsibly Construction Questionnaire, Financial Statement</td>
<td></td>
<td>7554.26</td>
<td>Form</td>
<td>F1</td>
</tr>
</tbody>
</table>
### SUNY University Wide

#### Policies & Procedures

- **By Category (+)**
- **By Alphabetical**
- **By Numerical**

#### Forms & Appendices

- **By Category (+)**
- **By Alphabetical**
- **By Numerical**

#### SUNY Regulations

- **By Category (+)**
- **By Alphabetical**
- **By Numerical**

### University-wide Policies & Procedures Search Results

#### Advanced Search

#### Forms & Appendices

<table>
<thead>
<tr>
<th>Name</th>
<th>Related Docs</th>
<th>Dec #</th>
<th>Type</th>
<th>Category Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction-Related Consultant Contracting Procedures</td>
<td></td>
<td>7555</td>
<td>Procedure</td>
<td>F1</td>
</tr>
<tr>
<td>CS-11 Consultant Agreement</td>
<td></td>
<td>7555.8</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-12 Consultant’s Certificate of Insurance</td>
<td></td>
<td>7555.9</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-13 Letter of Intent</td>
<td></td>
<td>7555.10</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-14 Contract Amendment</td>
<td></td>
<td>7555.11</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-1 Request for Qualifications</td>
<td></td>
<td>7555.1</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-2 Transmittal Letter to Consultant (RFO)</td>
<td></td>
<td>7555.2</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-4 Consultant Selection Raising Sheet</td>
<td></td>
<td>7555.3</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-5 Term Contract Consultant Raising Sheet</td>
<td></td>
<td>7555.4</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-6 Consultant’s Application for Payment</td>
<td></td>
<td>7555.5</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-7 Authorization to Proceed (Term)</td>
<td></td>
<td>7555.6</td>
<td>Form</td>
<td>F1</td>
</tr>
<tr>
<td>CS-8 Scope of Services (Term)</td>
<td></td>
<td>7555.7</td>
<td>Form</td>
<td>F1</td>
</tr>
</tbody>
</table>

#### Category Codes Key

<table>
<thead>
<tr>
<th>Category Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GO</td>
<td>Governance</td>
</tr>
<tr>
<td>AA</td>
<td>Academic Affairs</td>
</tr>
</tbody>
</table>
### SUNY University Wide

#### Policies & Procedures
- By Category (+)
- By Alphabetical
- By Numerical

#### Forms & Appendices
- By Category (+)
- By Alphabetical
- By Numerical

#### SUNY Regulations
- By Category (+)
- By Alphabetical
- By Numerical

Advanced Search

What's New

---

**University-wide Policies & Procedures Search Results**

<table>
<thead>
<tr>
<th>Name</th>
<th>Related Docs</th>
<th>Doc #</th>
<th>Type</th>
<th>Category Code (Key)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Consultant/Contractor Affidavit Part 1</td>
<td></td>
<td>7557.9a</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Campus Consultant/Contractor Affidavit Part 2</td>
<td></td>
<td>7557.9b</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Contract Breakdown and Sample</td>
<td></td>
<td>7557.8</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>EEO Staffing Plan</td>
<td></td>
<td>7557.5</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE Contractor Solicitation Letter</td>
<td></td>
<td>7557.4</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE Contractor Unavailability Certification</td>
<td></td>
<td>7557.3</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE EEO Work Plan</td>
<td></td>
<td>7557.2</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE Participation Quote</td>
<td></td>
<td>7557.1</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE Utilization Plan</td>
<td></td>
<td>7557.0</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Monthly EEO Workforce Utilization</td>
<td></td>
<td>7556.9</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Monthly MWBE Compliance Report</td>
<td></td>
<td>7556.8</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>MWBE-EEO Policy Statement</td>
<td></td>
<td>7556.7</td>
<td>Procedure</td>
<td>F</td>
</tr>
<tr>
<td>Participation by Minority Group Members and Women (MWBEa) with Respect to State University of New York Contracts</td>
<td></td>
<td>7556.6</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Quarterly EEO Workforce Utilization</td>
<td></td>
<td>7556.5</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Quarterly MWBE Compliance Report</td>
<td></td>
<td>7556.4</td>
<td>Form</td>
<td>F</td>
</tr>
<tr>
<td>Request for Waiver</td>
<td></td>
<td>7556.3</td>
<td>Form</td>
<td>F</td>
</tr>
</tbody>
</table>

---

**Category Codes Key**

- F: Final