



ALUMNI ASSOCIATION (founded 1903)
SUNY MARITIME COLLEGE
P. O. BOX 509
OAKDALE, NY 11769

August 30, 2004

Michael C. Trunzo
Senior Associate Vice Chancellor for State Relations
State University of New York
State University Plaza
Albany, NY 12246

Dear Mr. Trunzo:

The Alumni Association has reviewed the latest SUNY draft contract and guidelines, and submits the attached documents as proposals for SUNY's consideration. These are identical to the documents that were submitted in early July through our Albany liaison.

We believe that these revisions represent a good-faith effort that will allow us to move forward cooperatively, in hopes of executing a contract that takes into account the interests of SUNY, of the Maritime College, of its alumni and those of its predecessor institutions, and--most importantly--of current and future cadets.

If you have specific questions about any of the attached materials, we would be happy to answer them. Please do not hesitate to contact me at Alcris Corporation, (516) 741-4108.

Thank you. I look forward to your response.

Sincerely,

Francis X. Gallo
President

CONTRACT

**Alumni Model Contract
(Maritime College)**

AGREEMENT, made this _____ day of _____, 2004 by and between the STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal offices located at State University Plaza, Albany, New York 12246, hereinafter referred to as "State University", acting through the State University of New York at New York Maritime College, located at 6 Pennyfield Avenue, Bronx, New York, hereinafter referred to as "Campus", and the SUNY Maritime College Alumni Association, a not-for-profit unincorporated association first organized in 1903 and/or its lawful successor, Fort Schuyler Maritime Alumni Association, Inc., a not-for-profit corporation incorporated in Delaware in 2004 and validly existing under the laws of the State of New York, having its principal place of business located at _____, New York, hereinafter collectively referred to as "Association."

WITNESSETH:

WHEREAS, State University is an institution of higher education established pursuant to the provisions of the New York State Education Law and has an interest in maintaining close and mutually beneficial ties with its graduates and former students (hereinafter referred to as "Alumni"); and

WHEREAS, Association has been established for the primary purpose of advancing the professional interests of the Alumni, faculty, and students of the Campus and such other purposes set forth in its By-Laws, attached hereto and incorporated herein as Exhibit B, including but not limited to continuing its historical function serving as a liaison between the Campus and its Alumni; and

WHEREAS, the Association has dutifully been performing services to its members and the Campus for over one century; and

WHEREAS, the parties desire to enter into an agreement under which they cooperate in furtherance of the Association's activities and the Campus's fundraising, Cadet recruitment and graduate employment goals; and

WHEREAS, the parties desire to enter into an agreement under which the Campus will grant to the Association, and the Association will grant to the Campus, mutual use of each other's respective mailing lists, of cadets, non-cadet students and graduate students (herein referred to collectively as "students") on the part of the Campus, and of alumni on the part of the Association, in furtherance of the Campus's interest in communicating with alumni and the Association's activities on the part of the Campus,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, agree as follows:

1. The association will conduct all of its activities in accordance with its By-laws or with the By-laws of its lawful successor and in cooperation with the Campus and the State University.
2. The Association will conduct those activities enumerated in Exhibit D for the mutual benefit of the Alumni and the Campus. Any additions to Exhibit D must be approved in writing as an amendment to this agreement.
3. The Association will work with the Campus to develop fund raising goals and objectives for the forthcoming academic year to be completed on or about May 15 of each year.
4. State University shall make available to the Association the facilities, personnel and equipment designated in Exhibit E attached hereto and made a part hereof. Any additions to or withdrawals from Exhibit E shall be made by written mutual consent of State University and the Association.
5. The Association shall take good care of the property set forth in Exhibit E and shall maintain it in a clean, sanitary and orderly condition. State University shall keep such specified premises in good repair and make all necessary capital improvements in order to comply with all applicable federal, state and municipal health and safety codes. Any

alteration or improvement to the premises, fixtures, or replacement equipment that may be paid for by the Association shall become the property of State University. Upon removal from the premises, the Association shall return the equipment and facilities provided hereunder in good and clean condition – normal wear and tear excepted.

6. State University shall supply all ordinary and necessary utilities for the premises. If State University and the Association conclude that a utilities charge is required, the charge and method of payment will be determined in advance of use and mutually, in writing, by State University and the Association.

7. The Association will provide the Campus with the necessary name and address mailing list information to assist the Campus in achieving its fund raising goals and objectives as mutually agreed to by the Association and the Campus. In this regard, the Association and the Campus would look to the precedent of the previously successful “Joint Fund” agreement established between the Foundation For The Maritime College at Fort Schulyer, Inc. (“Foundation”) and the Association. Under this arrangement the Foundation was generally responsible for solicitations of Corporations, Government bodies, other foundations, and high net worth individuals subject to their approval and the Association was generally responsible for solicitation of Alumni members.

8. Except as expressly provided herein, neither party shall sell, lease, assign, sublicense, or otherwise transfer the mailing list of the other, in whole or in part, to any third party. Each party shall treat the mailing list of the other as confidential.

9. The State University grants the Association the use of the campus name, trade names, service marks or logos owned or used by the Campus for fundraising and other approved purposes.

10. To the extent possible the Campus will cooperate with the Association to make available to its members access to and in some cases reduced fees for the use of certain Campus amenities, including recreational facilities, performing arts, library, lectures, athletic

events and other Campus and off-campus programs as shall be separately agreed upon by the parties hereto.

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

The safeguards that must be implemented 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, Alumni, 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 the Association and/or the State University sub-contracts with a third party for any of the services that it is required to undertake in furtherance of this contract, the Association and/or the State University must ensure that such third parties implement practices which protect nonpublic personal information of students, Alumni and/or campus customers to which they receive, maintain, process or otherwise are permitted access.

12. State University and the Campus agree to permit the Association timely access to the students enrolled at the Campus, in the form of reasonable personal access, mailings and flyers, bulletins, announcements, etc., for the purposes of soliciting membership, distributing information on the programs, services, and benefits of the Association offers to

students and graduates, and exchanging information with the students in order to conduct programs to provide benefits to the students.

13. The State University and the Campus agree to make Campus facilities available for the traditional Alumni functions, including the annual Alumni Homecoming event, at no charge to the Association except such charges customarily charged the Association for previous such events or except as shall be agreed upon by the parties in writing in advance of each such event.

14. The State University and the Campus agree that during the term of this Contract, the State University and the Campus shall recognize the Association as the Campus's sole and official Alumni Association, except as may be hereafter be mutually agreed upon in writing between the parties. The State University and the Campus further agree that their sole points of contact with the Association regarding matters of the relationship between the State University or Campus and the Association shall be the duly elected officers of the Association. State University and Campus agree that neither of them nor their officers, employees or agents will interfere in the election of Officers or Directors of the Association or in the relationship between the National Board and its Chapters.

15. The term of this agreement shall commence _____ 2004, and shall continue for an evergreen rolling term of five (5) years. This agreement may be terminated in whole or in part by State University or Association upon 45 (forty-five) days prior written notice in accordance with the notice provisions of this agreement.

16. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO STATE UNIVERSITY:

TO CAMPUS:

TO ASSOCIATION:

or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

17. This agreement includes of the following documents:

1. Standard NY Contract Clauses—Exhibits A (as amended by deletion of paragraphs 10 and 13) and A-1,
2. Alumni Association By-Laws —Exhibit B
3. Guidelines for Alumni Associations (and waivers there to) —Exhibit C
4. Alumni Association Activities—Exhibit D
5. Facilities, Equipment and Personnel Provided by Campus—Exhibit E

18. In the event of any controversy of terms, the priority of the interpretation of documents shall be in the following order:

1. Alumni Association By-Laws, exhibit B.
2. This agreement, including exhibits A, A-1, D & E.
3. Guidelines for Alumni Associations (including waivers thereto), exhibit C

19. This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

20. The parties agree that any amendment to this agreement or to any exhibit hereto will not become effective until it has received the approval of both the NYS Attorney General and the Comptroller, provided however, if an amendment to either Exhibit D or E is valued at less than ten percent (10%) of the previous year's activities or resources provided by the respective campus, but no more than \$75,000, such amendment shall require only the written approval of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.

The Alumni Association of the
State University of New York

State University of New York at _____:

By: _____

By: _____

Campus President

Approved:
The State University of New York

By: _____
Vice Chancellor for Finance and Business

ELIOT SPITZER
Attorney General

ALAN G. HEVESI
State Comptroller

By: _____
Assistant Attorney General

By: _____
For the Comptroller

EXHIBITS:

EXHIBITS A: Standard NY Contract Clauses—Exhibits A (as amended by deletion of paragraphs 10 and 13) and A-1,

EXHIBIT B: Alumni Association By-Laws

EXHIBIT C: SUNY Board of Trustees Guidelines for Alumni Associations

EXHIBIT D: Alumni Association Activities and Services Provided for the Exclusive Benefit of the Campus

EXHIBIT E: Facilities, Equipment, and Personnel Provided by the Campus

Amended Exhibit A Revised

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. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and 8 NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor for Finance and Business, if this contract exceeds \$150,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor for Finance and Business, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor for Finance and Business, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State 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, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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 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.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, 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: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

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 agency, its representatives, or the State Comptroller.

10. DELETED

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law.

Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law, 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:

(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 the request of the contracting agency, 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 therein; 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. DELETED

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 subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 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 Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the 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.
(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Develop-

ment, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts in an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

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 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. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

23. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

24. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement,

Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such

subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

I. **DEFINITIONS.** The following terms shall be defined in accordance with Section 312 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean (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. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of 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 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; and (d) an enterprise authorized to do business in this State and independently owned and operated.

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 owned by one or more minority group members; (b) an enterprise in which such minority ownership interest 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; and (d) an enterprise authorized to do business in this State and independently owned and operated.

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 BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. **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 State University):

1. As a pre-condition for the award of any State Contract, contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms with the following provisions:

(a) 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.

(b) At the request of State University, contractor shall request each employment agency, labor union, or authorized repre-

sentative 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 contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of 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.

(d) Contractor will include the provisions of "a", "b" and "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

4. 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.

5. If contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, State 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.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and

providing such reports to State University. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract: construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide State University reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by State University.

8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. State 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 prime contractor.

9. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the State University shall determine whether contractor has made conscientious and active 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 efforts, including names and addresses of firms contacted, 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 prime 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) and Job Development Authority (JDA) 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 prime

contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

10. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION. (i) State University shall include relevant work force availability data, which is provided by the N.Y.S. Department of Economic Development the Division of Minority and Women's Business Development, 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 ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$100,000.00 whereby State 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 five-percent (5%) for Certified Minority-Owned Business Enterprises and two-percent (2%) for Certified Women-Owned Business Enterprises.

11. ENFORCEMENT. State University will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit State 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 State University determines that a contractor or subcontractor may not be in compliance with these provisions, State 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 State University is unable to resolve the issue of noncompliance, State University may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

Guidelines

The State University of New York

Guidelines for Campus-Related Alumni Associations

I. Authority

On April 29, 2003, the State University Board of Trustees adopted the following Guidelines for Campus-Related Alumni Associations (Trustees' Resolution 2003-39). These Guidelines were developed as a result of the work of a Task Force established by the Chancellor to clarify the role of campus-related organizations (Foundations, Auxiliary Services Corporations, and Alumni Associations) operating in support of the overall campus mission.

These guidelines have been amended pursuant to agreement with the Alumni Association SUNY Maritime College and The SUNY Maritime College and the State University of New York, as of _____.

These Guidelines are effective July 1, 2003. The Chancellor is also authorized by Trustees' Resolution 2003-39 to develop supplementary guidelines, not inconsistent herewith, in the implementation of these Guidelines.

II. Transitional Provisions

It is understood that as of the effective date of these Guidelines, an Alumni Association may currently be structured or engaged in activities that would be inconsistent with the letter of the Guidelines. In such cases, this entity may maintain its current structure or continue providing such services. If such variances to these University-wide Guidelines are to continue, appropriate provisions must be included in the contract executed between the campus and the Alumni Association.

III. Mission

The most current version of the SUNY Maritime College Alumni Association Constitution and By-Laws, including its stated mission are inserted here and included by reference.

The Alumni Association serves as the liaison between the campus (or faculty/school) and its alumni in order to foster and maintain close and mutually beneficial ties. The Alumni Association :

- Is a partner in the recruitment of cadets and in career placement of graduating cadets.
- Stimulates the interest of the alumni and community in the campus (faculty/school).
- Helps extend the reputation and influence of the campus (faculty/school).
- Is an independent voice for the campus with key partners in the public and private sectors.

- The Alumni Association may assist and support the activities of the campus in fundraising for cadet recruitment, governmental affairs, and other areas which will advance the goals and objectives of the campus.
- Solicits and receives income to meet the needs of the Alumni Association.

IV. Responsibilities

The Alumni Association should have defined powers which may include, but not be limited to:

- Developing programs that support the goals and objectives of the campus as mutually agreed upon.
- Programming in support of alumni, including organizing on- and off-campus events such as reunions and homecoming activities, travel opportunities, networking, printed and electronic communications, etc.

The use by the Alumni Association of the campus name and marks for fundraising purposes is permitted pursuant to the contract with the campus.

V. Structure

Alumni activities under these Guidelines must be organized and conducted under one of two alternative structures.

1. The campus's Alumni Association may be a non-profit corporation recognized by the State of New York, tax-exempt under §501 (c)(3) of the Internal Revenue Code (IRC). No members of the campus council may serve on the board of the Alumni Association(s).
2. This section is deleted in its entirety.

VI. Linkage to Campus

A formal contract for an evergreen rolling term of five (5) years that may be terminated in whole or in part by State University or Association upon 45 (forty-five) days prior written notice (and subject to the review and approval of the Chancellor or designee and external state agencies when required) must be executed between the Campus and the Alumni Association, authorizing it to operate on campus, enumerating its campus-related activities and providing for the sharing of and access to alumni information. Each campus-related activity category authorized to the Alumni Association under the contract would be identified in the contract, with written contract amendments required for new campus-related activities.

VII. Accountability and Reporting

The Alumni Association will prepare an annual financial statement in conformity with generally accepted accounting principles and file a Form 990 with the IRS by May 15 of the following year. To enable the State University to include pertinent information in its annual financial statements, the Association will provide its Form 990 to the State University the same time it files with the IRS.

A triennial certified audit report, including the certified (consolidated) financial statement and management letter prepared on behalf of the Alumni Association(s) must be prepared by a certified public accounting firm or sole practitioner (Independent auditor) and transmitted to the offices of the campus President and Vice Chancellor for Finance and Business by the Association.

The Independent auditor may be appointed for no more than a five-year term, after which each Alumni Association must resolicit these services through a competitive procurement process. No certified public accounting firm or sole practitioner can serve as the Independent auditor for more than two consecutive five-year terms, after which the firm or sole practitioner is not eligible to serve again as the independent auditor until not less than a three-year intervening period has elapsed.

Guidelines Changes Descriptions

Alumni Association SUNY Maritime College
Guidelines Amendment
July 9, 2004

The following changes and amendments apply to the “Guidelines for Campus related Alumni Associations” as provided by the State University of New York, effective July 1, 2003.

Section II – Transitional Provisions

In the second sentence, the words “ following a case by case review by the campus president and the chancellor or designee” are deleted.

Section III – Mission

The most current version of the SUNY Maritime College Alumni Association Constitution and By-Laws, including its stated mission are inserted here and included by reference.

In the first bullet the word “students” is deleted and the word “Cadets” is inserted in both locations.

In the 4th bullet the word advocate is deleted and the phrase “independent voice” is inserted.

In the fifth (5th) bullet point the words “The Alumni Association may” are inserted before the words “Assist and support....” and the word “student” is deleted and the word “cadet” is inserted.

In the fifth (5th) bullet point the words “as directed by the campus” are deleted.

The sixth (6th) Bullet point remove the word “selected” from this bullet point.

IV. Responsibilities

In the first sentence the words “and duties” is deleted.

In the first sentence the following text “but not be limited to:” is added after “which may include.”

The first (1st) bullet point is amended to read the following:

“Developing programs that support the goals and objectives of the campus as mutually agreed upon.”

The third (3rd) bullet point is deleted in its entirety.

V - Structure

In the preamble, the following text is deleted “at the option of the campus president. Any exceptions to this structure would require the campus President’s written approval in consultation with the Chancellor or designee.”

In paragraph “1.” In the sentence of the first paragraph, the word “A” is deleted and the word “The” is inserted, the word “Associations” is deleted and the word “Association” is inserted, The words “organized and existing under the laws of” are deleted and the words “recognized by” are inserted. The words “and classified as a “supporting” organization to the campus under 509 (a) (3) of the IRC” are deleted in their entirety. The next sentence is deleted in its entirety.

Paragraph “2.” is deleted in its entirety.

VI - Linkage to Campus

The first sentence is deleted and the words “A formal contract for an evergreen rolling term of five (5) years that may be terminated in whole or in part by State University or Association upon 45 (forty-five) days prior written notice (and subject to the review and approval of the Chancellor or designee and external state agencies when required) must be executed between the Campus and the Alumni Association, authorizing it to operate on campus and enumerating its campus related activities and providing for the sharing of and access to alumni information. Each campus related activity category authorized to the Alumni Association under the contract would be identified in the contract, with written contract amendments required for new campus related activities.” are inserted.

The following paragraph “If the campus has elected a separately incorporated Alumni Association to carry out the bulk of its alumni activities, the campus President or designee and the campus development officer should be ex officio voting members of the Board of Directors of such non-profit corporation.” is deleted in its entirety.

VII. Accountability and Reporting

In the 1st paragraph, first sentence, the words “Each incorporated” was deleted and the word “The” was replaced, the word “must” was replaced with “will”, the wording “have an audit conducted by a certified public accounting firm or sole practitioner (Independent auditor) in accordance with generally accepted auditing standards” was deleted and replaced with “file a Form 990 with the IRS by May 15 of the following year.”

In the 1st paragraph, second sentence, the wording “audit must be completed within 90 days after the close of the Alumni Association’s fiscal year” was deleted and replaced with “Association will provide its Form 990 to the State University the same time it files with the IRS”.

In the 1st paragraph, the 3rd and 4th sentence was moved to the end of the paragraph. The next sentence “The books and records, financial condition, operating results, and program activities of the Alumni Association would also be subject to periodic audit by the Office of the University Auditor. The Alumni Association(s) may also be subject to audits by outside regulatory bodies to the extent allowed by law.” was deleted.

In the 1st paragraph, the 7th sentence, the word “All” was replaced with “A triennial certified”, the letter “s” was deleted from report, the wording “from whatever source” was deleted, the wording “prepared on behalf” was inserted after the word “letter”, the wording “prepared by a certified public accounting firm or sole practitioner (Independent Auditor) and” was inserted after the word “must”, the word “be” was deleted, and the wording “and University Auditor for review and acceptance” was deleted and replaced with “by the association”

The following paragraph is deleted in its entirety:

“Provisions in the articles of incorporation and other organizing documents of the Alumni Association must provide that the net assets of the organization shall be distributed to the campus or other campus-approved entity organized for similar purposes in the event that it is dissolved. Dissolutions and dispositions are subject to all applicable laws, regulations, and restrictions and unless otherwise stated, the net assets revert to the campus or campus approved organization.”