I. GENERAL INFORMATION

A. Request for Proposal

Dept. X, operating under the administration of the University at Albany, State University of New York, is seeking to digitally reformat its audio/video tape archive for the purposes of preservation and dissemination. The Contractor must be able to meet the specifications for the project as outlined below.

B. About Dept. X

Dept. X, housed at the University at Albany, is a department whose core mission is the dissemination and preservation of audio/video taped interviews and class lectures. These are used in meeting Department X’s mission of providing the highest quality audio/video material to be shared by other faculty and institutions. The high ranking of this program within its field demands that the vendor maintain the highest quality and security in their digital processing.

This has resulted in the accumulation of over 3,000 audio and video tapes. The recordings from 1978 – 2000 were done on audio cassette only. Digital audio and digital video were added in 2001 through the present.

The long-term goals for the preservation and dissemination of the Department’s audio/video archive are as follows:

- Preserve the entire collection by reformatting to digital files;
- Store the reformatted material on hard drives administered by the University at Albany IT services;
- Create a database of the material and capture 2-5 minute audio-video clips that will be available to students and researchers on line through software with access to entire files upon request only.

II. PROJECT SCOPE

A. Description of Collection
For this proposal we are seeking to digitally reformat only the earliest audio cassette media recorded between 1978 and 1985, a total of approximately 863 tapes. This collection includes the following:

- Approximately 459 audio cassettes of about one hour in length each. Many of these recordings were made using a stand alone recorder with a built in microphone (Sharp Professional Series RD-680AV). Many of the tapes include a question and answer session with multiple voices at varying distances from the microphone. These less than optimal recording conditions has resulted in tapes of varying quality and clarity.

- Approximately 404 tapes of the Department’s interviews with faculty. These tapes consist of a one-on-one interview format. Most of the tapes are between 25-30 minutes in length and were professionally recorded. Some of the interviews were conducted in a studio setting and some were conducted over the phone.

The tapes have not been stored in a climate controlled environment. Due to their age, the tapes have not been played to assess auditory quality.

B. Audio Reformatting

We are requesting the following reformatting specifications for the audio tapes:

- Encode tapes in Broadcast Wave Format (BWF)
- Encode at 48khz/24 bit rate
- Provide baseline technical metadata insertion for each audio file created, such as Coding History (Sampling Frequency, Coding Resolution, Mode, and Status) and Creation Date. Deliver metadata in a Microsoft Excel spreadsheet
- Deliver all digitized files on a portable hard drive to be supplied by the University at Albany [RAID External hard drives—one or two with total capacity of 1 terabyte, formatted for Windows, USB and Firewire accessible]
- Use semi-monitored capture method
- Use industry best practice for digitizing audio include MD5 checksums when moving stored files; professional quality A/D converter; playback accuracy using industry standards with minimal equalization and/or signal processing
- If the recording is poor or deteriorated to the point where it is not possible to understand what is being said, even in context; if there’s a loss of 50% or more words, then put the tape aside for additional consideration at the end of the project.
- Vendor agrees to store the tapes in a safe, secure environment, under proper climate conditions, and will take proper precautions when handling the tapes over the course of the project
- Minimum of five years experience with audio tape digitization/preservation projects

**CONTRACT PERIOD**
The term of this agreement will be for one year. At the discretion of the University at
Albany/ S.U.N.Y., this agreement may be extended for two additional (1) year periods.
Should the University choose to extend this contract for an additional year, prices may be
subject to adjustment on each anniversary date to reflect severe fluctuations in general
industry prices or overall cost of living. Adjustments shall be made under the following
conditions:

- Department X shall receive written notice from the vendor with documentation
  attesting to conditions responsible for proposed increase. The State reserves the right
to reject any price increase it deems unwarranted. Increases are limited to increases
in the US Department of Labor Consumer Price Index CPI-U, not seasonally adjusted
U.S. City average for all items using 1982-1984 = 100 as a base period, adjusted for
the period April 2008- April 2009 for the 1st year renewal and April 2009 – April
2010 for the 2nd year renewal.

- Price increases will not become effective until both the Dept. X and the
  University at Albany’s Office of Purchasing and Contract have written notice from
  the vendor. This notice shall indicate an effective date for price increases which will
  allow the Dept. X/ State at least 30 calendar days to consider and approve the
  increase.

- No more than one price increase shall be allowed during each calendar year of the
  contract.

**DELIVERY**

The University will ship to vendor external hard drives for this project at the expense of
the University. Delivery of completed work on hard drives is the responsibility of the
vendor and delivery cost must be included in quote and be FOB destination our dock.

**COST SUMMARY SHEET**

Bidders should enter their costs on the attached Exhibit B cost summary sheet. Costs
shall include delivery of product.

**DESIGNATED CONTACT**

The designated contacts for this procurement are:
Purchasing – Mr. Purchasing Agent, Ph (518)437-4579
purchasingagent@uamail.albany.edu

Please submit ALL questions in writing to Mr. Purchasing Agent at the contact
information above. All questions are to be received no later than 2:00 p.m. on July 25,
20XX.
SUBMITTAL OF RESPONSES

All proposals are due by 2:30 p.m. on August 5, 2022 to the following address:

Mr. Purchasing Agent  
University at Albany  
1400 Washington Avenue  
Management Services Center Rm. 302  
Office of Purchasing & Contracts  
Albany, NY 12222

Proposals received after this time will be considered late and will be rejected.

III. EVALUATION PROCEDURES

The Request for Proposal is designed to obtain comprehensive information from each Contractor in order to enable the Dept. X to determine which Contractor is best able to provide the services as outlined above in compliance with all applicable rules and regulations. As such, each Contractor must furnish as part of this proposal a complete description of its ability and experience in this particular business. Each proposal will be evaluated on the thoroughness of its content based upon the format discussed in Section IV. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of the proposal.

After considering such information, a determination will be made regarding the Contractor’s ability to provide service to the Dept. X. Only proposals from responsible vendors, as determined by the Dept. X, presently engaged in audio preservation and digitization will be considered.

The contract will be awarded based upon evaluation of all aspects of the project according to the needs of the Dept. X and the best interests of the State of New York. The award will go to the vendor whose proposal has the highest score determined by the Dept. X evaluation.

Proposals will be evaluated on the basis of the following criteria, taken together, as illustrated below:

Vendor’s years of experience and reputation in the field; technical expertise with similar material; experience of personnel assigned to the project 30%

Cost of project 40%
References, particularly those addressing quality of final product 10%

Project completion timeframe 10%

Evaluation of the proposals will be done in three phases (I through III).

**Phase I**

Phase I will consist of a review of proposals to ensure that all mandatory requirements are met. Failure to meet any of the mandatory requirements will result in a proposal being considered non-responsive and will result in elimination from further evaluation. All proposals that meet the mandatory requirements will move on to Phase II.

**Phase II**

Phase II will consist of an evaluation of your team composition, experience, technical expertise, and cost proposals.

Your team is expected to have the qualifications, education, training, and experience needed to implement this project. Your proposal must include a plan outlining, item by item, how you will satisfy each requirement. This plan will include responses for each of the options contained within Section IV (Format of Proposal). Failure to address an item will result in a zero score for that section.

Cost proposals will be scored on a comparative analysis between proposals received. Please see the attached Exhibits for Vendor cost summary sheet.

**Phase III**

Phase III will consist of an evaluation of your references, and project completion timeframe. Your references will be checked in order to determine if the project was of similar size and nature. We will also be verifying that the work was performed in a satisfactory and timely manner; that all terms and conditions of the contract were met; that the team had the appropriate skills to perform required tasks; and that the work products were maintainable.

Upon completion of Phase III, a contract will be awarded to the Contractor whose proposal met all mandatory requirements, obtained the highest combined score for all phases and whose proposal represents the best value to the State.

An award will be made to the one Contractor with the highest aggregate score. In the event that two or more respondents score the same amount of points resulting in a tie, then the respondent with the lower cost will be awarded the contract.
IV. FORMAT OF PROPOSAL

You must submit your proposal in the format below. **Proposals which do not contain all mandatory items will not be scored.**

A. Title Page

Include the RFP subject, the name of your firm, address, Employer Federal ID number, telephone number, fax number, name and address of the contact person, and date.

B. Table of Contents

Identify the material enclosed by section and page number. All pages in the response document must be sequentially numbered.

C. Project Description

Describe how you will approach the project including project set-up (database prep, etc.); methods of capture and transfer; output/deliverables; issues of compatibility with University IT services; storage and handling of tapes over the course of the project; recommendations for cleaning and enhancement; additional recommendations based on your expertise in the field; price breakdowns for various levels of service; project timeframe estimates based on the # of months for completion.

D. Firm Profile

1. Provide company name and headquarters location. Provide the trade and corporate names under which your firm and predecessors have conducted business from January 1, 1995 to present. If your firm’s predecessors did not conduct business under the same name, the names shall be provided from the date upon which business commenced.

2. Provide the location of the main office from which the majority of the work is to be performed for this contract and the number of professional, clerical and support staff that work at that location.

3. Provide the number of years (in whole numbers) that your company has been operational under your current organizational structure.

4. Provide a list of the products and/or services marketed by your company.

5. Provide the name, address, and telephone number of the member of your staff who will act as liaison during the contract period and provide the number of years of experience s/he has.
6. Describe your facility. Include the location, capacity, existing software system, and the size of your data processing staff. Describe your disaster recovery procedures, and your security features to prevent theft of the tapes and the reformatted files.

E. Technical Experience & Professional Qualifications

1. Provide the length of time your company has been in the audio/video preservation reformatting industry under its current organizational structure.

2. Identify the individual(s) who will oversee the work on the Dept. X’s project. Include the number of years of experience each person has with audio preservation and reformatting.

3. Identify how many projects of similar material and parameters your company has completed. Briefly describe the projects scope of work.

4. Provide references from at least three clients for whom you have done similar work. Please include name, address, telephone and fax number with a brief description of the project.

V. UALBANY TERMS AND CONDITIONS

1. The University at Albany will not be liable for any costs incurred by respondents in the preparation and production of a proposal or the costs of any services performed prior to receiving approval of the agreement from New York State. All proposals and materials submitted in conjunction with the proposals shall become the property of the University at Albany for use as deemed appropriate, respecting all copyrights.

2. The University reserves the right to modify the requirements of this RFP after its release. All Contractors will receive written notification of any modifications to the requirements of this RFP. If any modifications make compliance with the original Procurement Timetable impractical, the University will adjust the timetable accordingly.

3. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation or to attend a mandatory site visit either at the University or at the Contractor’s facility or a current customer’s facility. This shall provide an opportunity for the Contractor to clarify or elaborate on the proposal, but shall in no way change the original proposal. The University shall schedule the time and location.
4. By submitting a proposal, the Contractor agrees that s/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

5. The successful Contractor will be notified by the Issuing Officer by telephone and confirmed by letter. A contract will then be negotiated with the successful Contractor. The contract will, among other provisions, incorporate at least this RFP and the successful Contractor's proposal.

6. The University reserves the following prerogatives:
   a. To accept or reject any or all proposals in part or entirety.
   b. To adjust or correct any arithmetic errors in the proposals.
   c. To waive or modify irregularities in proposals received after notification to the Contractor.
   d. To change any dates specified for the review and selection process.
   e. To negotiate a payment schedule as part of the award of the contract.
   f. To request additional information or written clarification of Contractor response.
   g. To eliminate mandatory requirements unmet by all of the Contractor responses.
   h. To accept best and final offers.
   i. To approve or reject all Contractor staff assigned to this project. The University reserves the right to remove an employee from the University work site and/or refuse to accept any services from any Contractor personnel deemed unqualified or otherwise exhibiting any unsatisfactory behavior during the course of the assignment.
   j. To negotiate with bidders within the RFP requirement.

7. The Contractor shall indemnify, defend and hold harmless the State of New York and the State University of New York, their trustees, officers, and employees from and against suits, actions, damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs arising out of negligence, loss, destruction, error, wrongful acts or omissions of Contractor, its officers, employees or agents. Contractor shall remain liable for direct damages that are due to its negligence. The State of New York and the State University of New York shall not be liable upon any cause of action brought against the proposer as a result of the proposer’s performance in compliance with this Bid.

8. As a result of the events from September 11, 2001, Contractors are required by Federal law to verify that all its employees and as subcontractors in its employ are legally entitled to work in the United States. Accordingly, the University reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee assigned work under any contract awarded. In accord with such laws, the University does not discriminate against individuals on the basis of national origin or citizenship.
9. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the proposal.

10. The Agreement, if awarded, shall be governed and construed in accordance with the laws of the State of New York, which include but are not limited to the items identified in the Standard Contract Clauses State University of New York, which is contained in Exhibits A and A-1.

11. Contractor agrees that without the prior written consent of University, it will not use the name, service marks, or trademarks of University or of any of its affiliated companies in any electronic media or in any advertising, publicity release or sales presentation. Such consent shall not be unreasonably withheld, delayed, or conditioned.

12. Contractor agrees to execute all papers and to perform such other proper acts, as University may deem necessary to secure for University or its designee the rights herein assigned.

13. Nothing contained in this agreement shall affect any license or other grant of rights, options, or agreements made with third parties the rights of the University resulting from such agreements.

14. The written provisions contained in this agreement constitute the sole and entire agreement made between the Contractor and the University concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

15. This agreement shall be construed and interpreted according to the laws of the State of New York and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives.

16. Contractor may be requested to provide evidence that the awarded contract will not result in a conflict of interest with regard either to other work performed by the Contractor or to a potential conflict of interest among specific Contractor staff.

17. The University reserves the right to request additional clarifying documentation from the Contractor. The University also reserves the right to request reports on a Contractor’s financial stability from independent financial rating services.

18. The Contractor and all Contractor’s employees must be aware of and comply with the requirement of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In
signing the proposal response, each Contractor guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as may be mandated by law.

19. The University reserves the right to conduct any test or inspection it may deem advisable to assure that supplies, equipment and services perform to the specifications.

20. Contractor must have and dedicate sufficient staff and all other resources that are required to meet or exceed the mutually agreed upon implementation schedule.

21. Section 163 of NYS Finance Law requires that all contract awards be made only to responsive and responsible vendors. In order to determine responsibility, responders to this solicitation are required to complete a Vendor Responsibility Questionnaire, and to certify that all information is true and accurate. Failure to complete this form, or to respond to requests for additional information, may disqualify the vendor from evaluation. Certification of vendor responsibility is subject to approval of the New York State Office of the Comptroller. A positive responsibility finding must be present for a contract to be awarded. A finding of non-responsibility will result in the rejection of a vendor proposal, or the termination of a contract.

22. State Finance Law §139-j restricts oral, written or electronic communications between an offerer (individual, entity, or its' employees, agent, consultant or people working on its' behalf) and the University at Albany, SUNY regarding any contract or other agreement for any single procurement with an estimated annualized expenditure in excess of fifteen thousand dollars. Subject to certain exceptions set forth in State Finance Law §139-j(3), contacts between an offerer and University personnel, other than those University personnel officially designated as a contact person for that contract or agreement, is prohibited during the restricted period of the procurement. The restricted period of the procurement is the period of time commencing with the earliest notice of the procurement and terminating with the final approval of the procurement by the New York State Office of the State Comptroller.

Designated staff are identified on the first page of this solicitation. University at Albany faculty and staff are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html.
Furthermore, it is the policy of the University at Albany, SUNY to ensure that any University member, officer, or employee who becomes aware that an offerer has violated the permissible contact provisions of State Finance Law §139, shall immediately notify the Director of Institutional Services, Associate Vice President and Controller, Vice President of Finance and Business or other appropriate official of the University at Albany for investigation. A permissible contact is defined as a contact made by an offerer to the University’s designated official(s) for a particular procurement.

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

24. Public Information: Disclosure of information related to this Procurement and the Contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The University shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL, must be clearly marked and identified as such by the Contractor upon submission. If the Contractor intends to seek an exemption from disclosure of claimed trade secret materials or claimed critical infrastructure information under FOIL, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. Acceptance of the identified information by the University does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the University.

25. The Contractor shall take every precaution at all times for the protection of persons and property, including the University’s employees, students, staff and its own property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the University’s property from injury or loss arising in connection with this contract. The Contractor shall
be liable for any such damage, injury, or loss, resulting out of the actions or
missions of their employees arising in the performance of this contract.

26. The nature of the relationship between the Contractor and the University pursuant
to this Agreement shall be that of an independent contractor. In connection with
its status as an independent contractor, Contractor hereby warrants that it is in
compliance with all tax filing and similar requirements imposed on independent
contractors, and acknowledges that it is solely responsible for paying income
taxes, FICA taxes, and other taxes and assessments which arise from receipt of
payments under this Agreement. This Agreement shall not be construed to
contain any authority either express or implied, enabling the Contractor to incur
any expense or perform any act on behalf of the University.

27. The University may amend the contract resulting from this solicitation with
additional service offerings or cost reduction in existing services offered by the
Contractor resulting from new offerings or rate reductions during the contract
period or any renewal of the contract. The University reserves the right to add
new technologies as such technologies become available and satisfactorily
operable in the sole determination by the University subject to OSC approval.

28. It must be the responsibility of the contract holder to submit new service
offerings as they are announced in order that the contract can be amended
accordingly.

29. Security Procedures and Employee Dishonesty:

Contractor warrants, covenants and represents that it shall comply fully with all
security procedures and policies of the University, which procedures and policies
are communicated to the Contractor by the University during the performance of
the Contract. Contractor shall hold the University harmless from any loss or
damage to the University resulting from the violation by the Contractor, its
officers, agents, employees, and subcontractors, if any of such security procedures
or policies resulting from any criminal acts committed by such officers, agents,
employees, and subcontractors, while providing Services under the Contract.

The Contractor shall comply with the following specific security procedures:

1. Data Transport – The Contractor shall use reputable means to transport
data. Deliveries must be made either via hand delivery by an employee of
the Contractor or by restricted delivery via courier (e.g., FedEx, United
Parcel Service, United States Postal Service) with shipment tracking and
receipt confirmation. This applies to transport between the Contractor’s
offices, to and from subcontractors, and to the University.

2. Data Protection – The Contractor shall use appropriate means to preserve
and protect the cassettes.
The University may terminate the Contract if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any, and agents shall be made aware of and shall be made contractually bound to the terms of this section.

Upon request by the University, Contractor may be asked to provide a recent independent audit report on security controls. The University shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations used in the performance of any work under the Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

30. Contractor and University intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder the ("Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of University.

31. If for any reason the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
Audio Archive Preservation

Cost Summary Sheet

Base your cost on a per hour rate based on an estimated 660 hours of tape. 459 tapes are approximately one hour in length and 404 tapes are between 25-30 minutes each.

Cost per hour of tape $___________________.

Grand Total based on an estimated 660 hours of tape $__________________.

Cost to include scope of project:
Capture/Playback/Digitization/Format/Output/Delivery

Mandatory Requirement Checklist:

1. Has your company been involved in Audio Reformatting for a minimum of 5 years? _____Yes _____No

2. Has your company completed 5 similar reformatting projects in similar or larger size for an institution or organization? _____Yes _____No

3. Can your company agree to the University’s Terms and Conditions of this project? _____Yes _____No

4. Can your company encode tapes in BWF format at 48khz/24 bit rate? _____Yes _____No

5. Can your company store tapes in a safe, secure environment? _____Yes _____No

Did you complete and include in your submittal:

1 original and 4 copies (notarized) of this complete proposal? _____Yes _____No

1 original of the Procurement Lobbying Act Compliance Form? _____Yes _____No

1 original of the Vendor Responsibility Questionnaire? _____Yes _____No

At least 3 references from a similar project? _____Yes _____No