

**HARRIMAN
RESEARCH and TECHNOLOGY DEVELOPMENT
CORPORATION**

REQUEST for PROPOSALS

FOR

DEVELOPMENT ADVISOR SERVICES



PROPOSALS DUE 12:00 Noon, March 15, 2010

HARRIMAN RESEARCH and TECHNOLOGY DEVELOPMENT CORPORATION

7A Harriman Campus Road, Suite 210, Albany, NY 12206

Tel. 518-457-4444; Fax 518-457-8185

John C. Egan, Chairman

Peter Wohl, President

E-mail www.empire.state.ny.us/Subsidiaries_Projects/HRTDC.html

REGISTRATION FORM - RESPONDENT'S CONTACT INFORMATION

If you intend to submit a response to this Request for Proposals and/or would like to be included on any future information and announcements regarding this RFP, please fax the following information to HRTDC at 518-457-8185 or e-mail to: rusas@empire.state.ny.us by **February 25, 2010**.

You will receive a confirmation when received.

Respondent's Company Name:

Company's Mailing Address:

Principal Contact's Name and Title:

Contact's Phone Number:

Contact's Fax Number:

Contact's E-mail Address:

Please indicate the members of your team that will be attending the pre-bid meeting and tour on March 3rd , 2010.

INTRODUCTION

Harriman Research and Technology Development Corporation (“HRTDC”), a subsidiary of Empire State Development Corp. (“ESDC”), collectively the (“Project Sponsors”), seek a qualified Development Advisor to provide professional consultation in the redevelopment of the W. Averill Harriman State Office Campus in Albany, New York. The property consists of approximately 300 acres of land, 15 buildings, and a Central Utility Plant. The property is situated on Washington and Western Avenues and is directly adjacent to the University at Albany’s Uptown Campus. An aerial map defining the Harriman Campus is attached as Attachment A.

SCOPE OF SERVICES

Harriman Research and Technology Development Corporation seeks professional assistance in the negotiation, contract oversight and coordination of development/construction activities being planned for the transformation of the Harriman State Office Campus in Albany, NY into a research and technology oriented park, to be known as the Harriman Research and Technology Park (“HRTP”). The selected entity will advise HRTDC while taking into account the needs of the project’s public sector stakeholders, the New York State Office of General Services (“OGS”), the University at Albany and the City of Albany in the phased development of the park as a mixed-use “Innovation Community”.

In consultation with the preferred developer by HRTDC for parcels within the HRTP, the Development Advisor will act as HRTDC’s representative in assuring that the development of the park proceeds in an organized, planned manner with appropriate attention afforded to environmental, land use, transportation and infrastructure modifications. Care must be taken to insure that the existing state workforce is properly and safely accommodated as construction activities occur on adjacent building parcels. Close coordination with the developer and its contractors will be required.

It is anticipated that the selected firm will provide consulting services to HRTDC staff in multiple disciplines related to the development of projects within HRTP, principal among them will be the following:

Site Planning

HRTDC has prepared detailed topographical surveys of the development parcels currently being offered, including boundary surveys, utility mark-outs, archeological studies and environmental evaluations. In addition, numerous other studies and master plans have been prepared for the project. (Please refer to Attachment G for a full list)

- Working from this information and in full consultation with HRTDC and the selected developer, the consultant will assist in the development of a conceptual plan for the project that will guide future development decisions
- The conceptual plan will contain recommendations on the locations of potential development projects and infrastructure modifications to assure that development of HRTP proceeds in a planned, organized manner.

- The conceptual plan will take into consideration proposed interface points with the University at Albany, local road networks and established neighborhood communities.
- The conceptual plan will be critical in establishing a harmonious blend of development parcels, built structures, landscaping and transportation/pedestrian facilities and will form the basis for required SEQRA documentation.

It should be noted that the conceptual plan while establishing a general approach to the redevelopment of the Campus, also needs to accommodate the flexibility needed in such a large, long term, and complex project. The location and approximate boundaries of parcels being offered for development are enclosed as Attachment B. Several of the past studies and plans referenced above are available on the HRTDC website and listed in Attachment G.

Architectural

- Preparation and coordination of design guidelines and standards covering such items as permitted exterior materials and lighting, building siting, heights and parking, pedestrian environment, landscaping, street furniture and amenities, signage.
- Review architectural plans and specifications, review any proposed scope changes.
- Coordinate with HRTDC, the City of Albany and the developer on implementation of standards for all building design

Land-use Guidelines

- Coordinate improvements to transportation network, vehicle ingress/egress pedestrian and bicycle accommodations with developer. Review concepts contained in 2007 HRTDC/CDTA Linkage Study(www.cdtcmpo.org/index)
- Coordinate with developer and City of Albany on all applicable zoning matters
- Coordinate with HRTDC, OGS and developer on all easements required for existing utility lines, rights of way and preservation of services during construction periods
- Coordinate with the University at Albany on connectivity relationships between UAlbany and Harriman Campuses.

Engineering

- Review engineering plans submitted by developer for proposed buildings and any proposed scope changes
- Evaluate all proposed infrastructure modifications; impact on existing systems; estimated HRTDC funding (if any)
- Review and understand capacities and location of all on-campus utilities and the impact of planned development projects on same.
- Represent HRTDC as technical advisor for all meetings, correspondence, plan review, etc related to proposed development projects. Monitor scheduling, budgetary controls, permitting and quality controls.

Environmental

- Advise ESDC and/or HRTDC as Lead Agency for SEQRA for compliance by the developer as development plans are released.
- Represent HRTDC at any hearings, public meetings and related events pertaining to environmental issues and compliance with applicable regulations.

Interested candidates are advised to review the May 5, 2008 Development Opportunity RFP, the 2006 Master Plan and other documents on the HRTDC website to become familiar with the planned development concept and related documentation.

SUBMISSION REQUIREMENTS

Organization Information

Contact information: Provide the name, address, telephone number, fax number and e-mail address of the individual or organization that will be the respondent, and contact information on who will be available to answer questions or requests for additional information.

Team Member Identification: Identify all members of the Respondent Team (the "Respondent" or "Respondent Team"), including the name, address, telephone number, fax number and e-mail address of the principals(s) or partner(s) participating in the submission. Identify the individual who will be the Team's on-site contact for this assignment and please include resumes for all key personnel.

Organization and Management Structure: Provide an organization chart and management structure identifying the principal team members and clearly defined roles. Professional affiliations and accreditations should be provided.

Qualifications and Relevant Projects: Please describe the professional qualifications of your firm and provide at least three examples of comparable or relevant experience completed by your firm in the last five years. Respondents should feel free to provide additional information in this regard.

References: Please provide five references from recently completed projects by your firm that were similar in nature and scope to the proposed development.

Fee Proposal: Please provide hourly rates for each team member. Except as requested and approved by HRTDC, travel time and markups on reimbursables will not be accepted. On-site office facilities will be made available for the duration of the assignment, on-site consultant staff members will provide for necessary IT and telecom services that it will require for on-site operations. Access will be provided for all HRTDC and /or OGS files, drawings and correspondence related to the project development to-date.

CANDIDATE SELECTION

During the evaluation process, HRTDC will consider such factors as it deems relevant in its sole discretion; however, the following describes the most important credentials to be used by HRTDC in reviewing and selecting successful candidate proposals.

- Corporate and individual credentials professional qualifications, certifications and acknowledgements of the proposed consulting team
- Broad-based team technical experience in consultation and coordinating with multi-tasked assignments encompassing the fields of architecture, urban land use, construction and mixed-use development projects
- Demonstrated achievements in prior assignments working with state and local governments and private sector development projects of similar complexity and scope.
- Demonstrated ability to bring high visibility projects to successful completion; sensitivity and public awareness critical
- Hands-on experience in the compliance with SEQRA requirements and satisfactory evidence of such compliance with large scale development projects.
- Evidence of satisfactory financial stability and organizational history
- Fee proposal

SUBMISSION PROCEDURES

Respondents are required to submit one original , six (6) copies and two PDF formatted discs of the response to this RFP to the addresses specified below (the "Proposal Submission"). Submissions by fax or e-mail will not be accepted. Responses must be received on or before 12:00 p.m. on March 15, 2010. At the discretion of HRTDC, requests for deadline extensions will be considered prior to the deadline and, if granted, announced electronically to the e-mail addresses of all submitters.

Deliver the Proposal submission to:

Richard J. Usas, RPA
Vice President
Real Estate Development
Harriman Research and Technology Development Corporation
7A Harriman Campus Road, Suite 210
Albany, NY 12206

Questions and Clarification

Questions regarding the preparation of responses should be directed, in writing only, to:
Douglas Schelleng, Executive Vice President

Or

Richard J. Usas, RPA
Vice President,
Real Estate Development
Harriman Research and Technology Development Corporation

7A Harriman Campus Road, Suite 210
Albany, NY 12206
Or via e-mail to: rusas@empire.state.ny.us

Parties will be notified by e-mail directed to the principal team member when additional information is available or updates are made

Technical and contractual questions on this RFP should be directed to Richard Usas, Vice President, HRTDC at (518) 457-9164 or in writing to Harriman Research and Technology Development Corporation. In order to ensure that all potential respondents received all pertinent information; HRTDC will make every effort to promptly post pertinent questions posed and responses thereto on the HRTDC website noted above.

HRTDC reserves the right to reject any and all proposals and to waive any informalities or irregularities in procedure. Interviews will be conducted for candidates selected for further consideration in this solicitation process.

Designated Contacts

The only HRTDC staff to be contacted regarding the content of this RFP are as follows;

Douglas Schelleng Executive, Vice President; dschelleng@empire.state.ny.us
Richard Usas, Vice President, Real Estate Development; rusas@empire.state.ny.us
Contact must be in writing, to the above listed addresses.

Timeline

Site Visit & Tour:	March 3, 2010
Responses Due:	March 15, 2010, 12:00 PM
Candidate Preliminary Notifications:	March 19, 2010
Candidate Interviews:	March 29-30, 2010
Selection confirmation:	April 15, 2010

Non-Discrimination and Affirmative Action Policy

It is New York State, ESDC and HRTDC policy to comply with all Federal, State and local laws, policies, orders, rules, and regulations prohibiting unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-Owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by ESDC, and its subsidiaries, participation in projects or initiatives, and/or the use of their funds. ESD's non-discrimination and affirmative action policies will apply to this initiative. M/WBEs are encouraged to respond. The selected consultant shall be required to use best efforts to achieve a Minority Business Enterprise participation goal of 7% and Women Business Enterprise participation goal of 3% of the total dollar value of the

contract. A Schedule of Minority and Women Business Participation (attached as Attachment C) shall be included as part of the response to any RFP. The ESD Affirmative Action Unit (“AAU”) is available to assist you in identifying New York State certified M/WBE’s that can provide goods and services in connection with the contract. If you require M/WBE listings, please call the AAU at (212) 803-3224.

Site Visits

Site visits will be conducted on March 3rd, 2010 at 10:00 AM to acquaint candidates with the parcels under consideration for future development. Candidates are encouraged to participate in visits so as to assure that all questions are addressed satisfactorily. Records of site visits and participants will be posted on the HRTDC website.

Permissible Contacts

- a. State Finance Law Sections 139-j and 139-k

State Finance Law Sections 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential respondents and HRTDC or other involved governmental entities with respect to this solicitation during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (x) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed below; (y) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are enclosed below; and (z) periodic updating of such forms during the term of any contract resulting from this solicitation. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require HRTDC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

A copy of HRTDC’s Policy Regarding Permissible Contacts under State Finance Law Section 139-j and 139-k is attached to this solicitation as Attachment D-1. Neither this summary nor the referenced Policy is a complete presentation of the provisions of

the Procurement Requirements. A copy of Executive Order 127 can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/defaultProcurement.html> and State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION AND OTHER COMMUNICATIONS REGARDING THIS SOLICITATION MUST BE IN WRITING – AND SUBMITTED TO: **Richard Usas; rusas@empire.state.ny.us or Douglas Schelleng; dshelleng@empire.state.ny.us**. CONTACT WITH ANY OTHER PERSON REGARDING THIS SOLICITATION IS PROHIBITED BY LAW. All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation.

b. State Tax Law Section 5-a

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a (“STL 5-a”). STL 5-a prohibits HRTDC from approving any such contract with any entity if that entity or any of its affiliates or subcontractors make sales within New York State of tangible personal property or taxable services having a value over \$300,000 during the immediately preceding consecutive four sales tax quarters and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220-CA, a copy of which is attached to this solicitation as Attachment F. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award. This RFP and any subsequent RFP’s are subject to State Finance Law Sections 139-j and 139-k which impose restrictions on communications between potential Respondents and HRTDC and other governmental entities, and also provide for reporting and public disclosure of such communications following publication of this RFP. The permissible contacts are those identified in this RFP. **If it is found that a potential Respondent has knowingly and willfully violated the State Finance Law provisions, the potential Respondent and its subsidiaries, related or successor entities will be determined to be non-responsive and will not be awarded any contract from this RFP or any subsequent RFP concerning the project.** HRTDC utilizes the policies and procedures of its parent, Empire State Development Corporation, in compliance with State Finance Law Sections 139-j and 139-k. Potential Respondents are responsible for compliance with the provisions of State Finance Law Sections 139-j and 139-k and related policies and procedures. A completed Statement of Compliance form is enclosed herewith as Attachment D and must be included with responses to this RFP.

GENERAL TERMS AND CONDITIONS

Amendments to and Cancellation of RFP and/or Project

The issuance of this RFP and the submission of a Proposal by any respondent, or the acceptance of such Proposal do not obligate HRTDC, OGS, the State or ESDC, in any manner. HRTDC reserves the right (i) to amend, modify, or withdraw this RFP, (ii) to revise any requirements of this RFP, (iii) to require supplemental statements or information from any respondent, (iv) to accept or reject any or all Proposals, (v) to extend the deadline for submission of Proposals, (vi) to negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient Proposals, and (vii) to cancel this RFP, in whole or in part, if HRTDC, in its sole and absolute discretion, deems it in the best interest to do so. HRTDC may exercise these rights at any time without notice and without liability to any Respondent or any other party for their expenses incurred in the preparation of any Proposals hereto or otherwise. Proposals to the RFP will be prepared at the sole cost and expense of the respondents.

No Liability

HRTDC believes the information set forth in this RFP is accurate. However, HRTDC, its officers, agents, and employees make no representations or warranties as to such accuracy and assume no responsibilities for errors and omissions contained herein. HRTDC shall be the sole decision maker of whether a response complies with the requirements of this RFP and the merits of such responses. Notwithstanding anything to the contrary contained in this RFP, HRTDC reserves the right (in its sole and absolute discretion and for any or no reason) (i) to waive, modify or deviate from any of the terms, conditions, criteria or procedures set forth in this RFP with respect to any one or more respondents (including waiving any deficiency or other irregularity in any response submitted in connection with the RFP); (ii) to negotiate with one or more of the respondents or other persons (whether or not at the same time), including requesting modifications to any response to this RFP; (iii) to establish additional terms and conditions with respect to this RFP or any response thereto; (iv) to encourage respondents to work together; (v) to reject any response to this RFP (whether or not it is the highest or best response economically or otherwise); (vi) to request additional materials or clarifications from any respondent; (vii) to refuse to review or consider any response to this RFP (including any response that does not fully comply with all of the terms and conditions of this RFP). A respondent's submission of a response to this RFP constitutes such respondent's express and irrevocable acknowledgment and agreement (i) that this RFP does not constitute an offer of any nature and does not obligate HRTDC to take any action whatsoever in connection with the Project; (ii) that in no event shall HRTDC (or its employees, officers and agents) have any obligations or liabilities to such respondent in connection with this RFP or the transactions contemplated hereby, unless and until such time (if ever) as a definitive agreement with such respondent with respect thereto (containing detailed terms, conditions and covenants satisfactory to HRTDC in its sole discretion) has been executed and unconditionally delivered by HRTDC (and then only to the extent expressly set forth in such agreement); and (iii) to indemnify and hold harmless HRTDC (and its employees, officers and agents) from and against any claim for a finder's fee, commission or other

compensation (including all costs and expenses associated with such claim, such as reasonable attorney's fees) made by any finder, broker or other person or entity with whom such respondent has dealt in connection with this RFP or the transactions contemplated hereby.

Submission of a response to this RFP by any respondent constitutes such respondent's permission and consent to the making by HRTDC of such inquiries concerning such respondent as HRTDC deems necessary or appropriate in its sole discretion (including the checking of any references supplied by such respondent, credit checks on such respondent and similar investigations). Nothing contained in this RFP shall limit HRTDC in its selection of firm(s) to be issued RFPs or RFPs for this Project or any project or programs in the future. Respondents shall conform to and be subject to all applicable laws, regulations, ordinances, policies, procedures, and executive orders of all Federal, State, and local authorities having jurisdiction, as the same may be amended from time to time. HRTDC shall not be obligated to pay and shall not pay or in any way compensate any respondent and/or respondent's firm for the cost incurred in the preparation of responses to this RFP.

Freedom of Information Law

Materials submitted to HRTDC are subject to FOIL. If respondent provides material(s) of a confidential nature, the respondent should clearly indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, HRTDC may agree to maintain confidentiality of such material(s) if requested. HRTDC assumes no responsibility for any loss or damage resulting out of any determination requiring disclosure of information pursuant to FOIL.

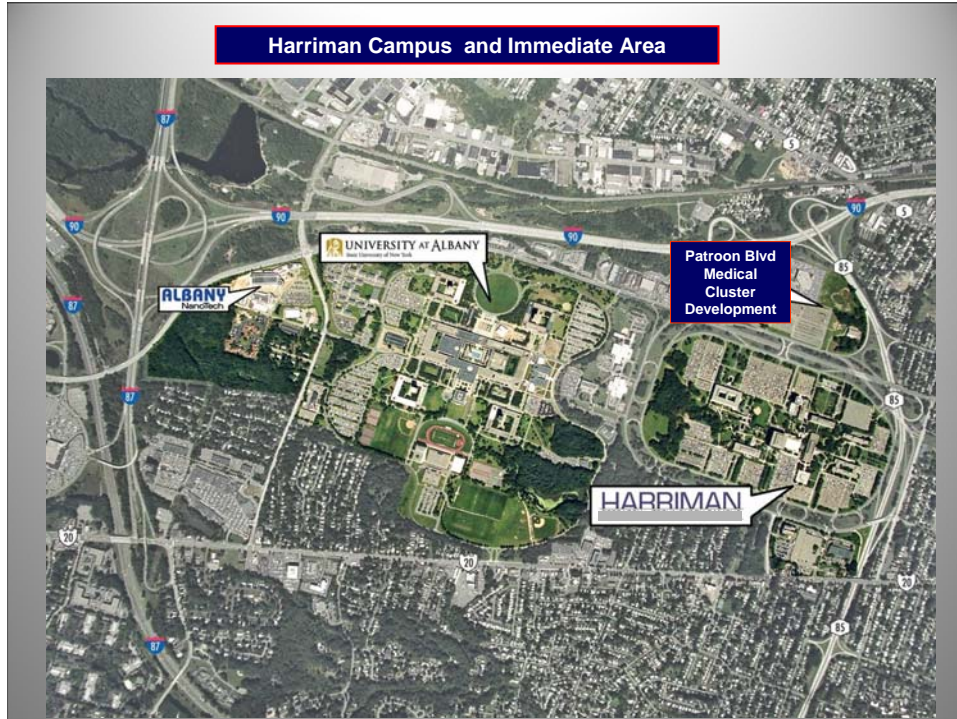
Ownership and Use of Idea Submissions

HRTDC shall be entitled to retain and use for the Project without compensation to any party responding to the RFP any additional information submitted, including but not limited to any concept, element or idea (including financial or ownership structures or schemes) disclosed in, or evident from, the submissions or which may be revealed during any meetings or interviews with respondents.

ATTACHMENTS

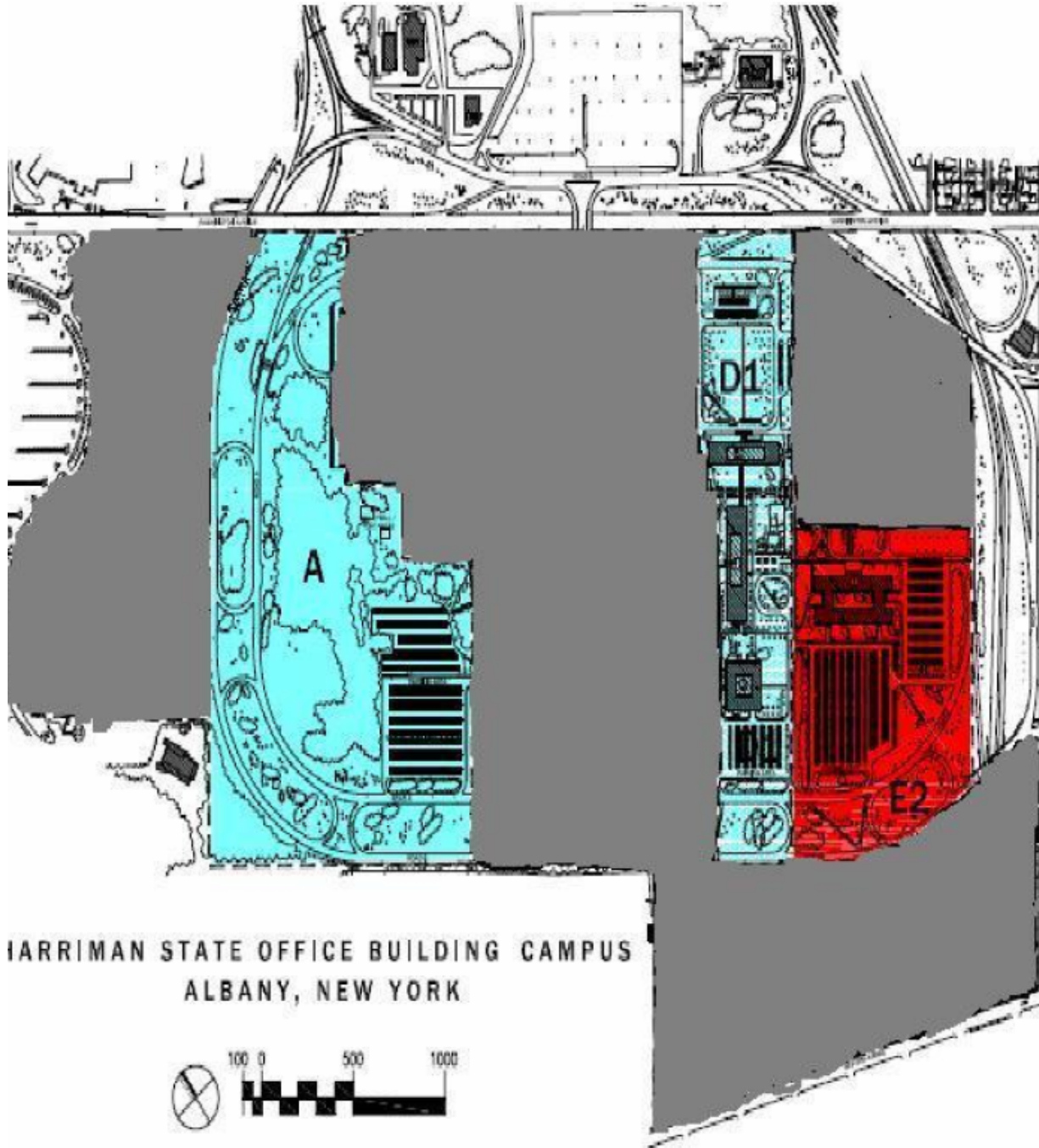
<u>Attachment A</u>	<u>Aerial Photographs</u>
<u>Attachment B</u>	<u>Development Parcel Map</u>
<u>Attachment C</u>	<u>Additional General Terms/EEO Schedules</u>
<u>Attachment D</u>	<u>NYS Finance 139 Compliance</u>
<u>Attachment D-1</u>	<u>Permissible Contacts Policy</u>
<u>Attachment E</u>	<u>NYS Standard Vendor Responsibility</u>
<u>Attachment F</u>	<u>Sales Tax Form ST-220</u>
<u>Attachment G</u>	<u>List of Studies, Plans and Surveys</u>

ATTACHMENT A
Campus Aerial Photo



ATTACHMENT B

Campus Development Parcelization Plan



HARRIMAN STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK

ATTACHMENT C

ADDITIONAL GENERAL TERMS, EEO SCHEDULES

In addition to those terms and conditions stated elsewhere, this Request for Proposals (“RFP”) is subject to the following:

Respondents shall not rely upon any statement or information given to Respondents by the State, ESD or HRTDC including, without limiting the foregoing, any information contained in this RFP or made available pursuant to this RFP or otherwise. Each respondent shall make its own analysis and evaluation of the assignment. Each respondent shall obtain its own independent legal, accounting, engineering and technical advice on all matters relating to the assignment, including, without limiting the foregoing: examination, review and verification of any information provided by or on behalf of the State, ESD or HRTDC and its advisors.

In the event that the selected respondent does not enter into any agreement for the assignment, HRTDC may, in its sole discretion, invite any of the other Respondents or others to participate in a further competitive process to determine a new selected respondent.

HRTDC will not pay for or refund any costs and expenses incurred by any respondent in responding to this RFP.

All determinations as to the completeness or compliance of any response or as to the eligibility, qualification or capability of any respondent will be within the sole and absolute discretion of HRTDC.

Selection or designation of any respondent or a response pursuant to this RFP will not create any rights for the respondent including, without limitation, rights of enforcement, equity or reimbursement. HRTDC shall have no obligation or liability whatsoever to any person or entity whose response is selected or designated as a result of this RFP unless and until a contract shall have been fully executed and delivered by all parties thereto and all consents and approvals necessary for HRTDC’s entry into such agreement have been obtained, and then all such obligations and liabilities shall be solely in accordance with the terms and conditions of such agreement.

A respondent may be rejected if HRTDC determines, in the exercise of its sole and absolute discretion, that such respondent, any respondent partner, or member of a respondent team or any principal, partner, officer, director, affiliated person, or principal shareholder or member of § respondent, of any respondent partner, or of any member of a respondent team, has been convicted of, or pled guilty or nolo contendere to, a felony or crime of moral turpitude, is an “organized crime figure,” under indictment or criminal investigation, or is in arrears or in default on any debt, contract, or obligation to or with HRTDC, ESD, the State, or any of their respective affiliates, subsidiaries, agencies, departments or instrumentalities. Each respondent, respondent partner, and member of a respondent team and any principal, partner officer director, affiliated

person, or principal shareholder of the selected respondent, respondent partner, or member of the respondent team may be required to complete a background questionnaire with respect to the foregoing, or other matters, and may be subject to investigation by HRTDC, ESD and the State.

HRTDC is under no legal obligation to obtain or enter into any agreement for the services requested through a competitive bid process. This RFP does not constitute an offer of any nature and does not obligate HRTDC to undertake any action or to proceed with the project.

HRTDC will review all responses for completeness and compliance with the terms and conditions of this RFP, and may request from any or all Respondents, at any time during the selection process, additional information, material, clarification, confirmation or modification of any submitted response. HRTDC may also, but is not obligated to, make requests for additional material or for clarification or modification of any submitted response which is incomplete or non-conforming as submitted. Submission of a response shall constitute the respondent's permission to HRTDC to make such inquiries concerning the respondent and members of the development team as HRTDC, in its sole discretion, deems useful or appropriate including, without limitation, authorization to contact the respondent's bank(s) and credit references, and any other persons identified in the response and to obtain release of pertinent financial and other information. Except at the request or by the consent of HRTDC in its sole discretion, no respondent will be entitled to change its response once submitted.

HRTDC may at any time exclude those responses which, in the sole discretion of HRTDC, fail to demonstrate the necessary qualifications or which fail to comply with the terms and conditions of this RFP.

HRTDC reserves the right, in its sole discretion, to reject at any time any or all responses; to withdraw the RFP without notice; to negotiate with one or more Respondents submitting responses and/or enter into agreements with respect to the services requested (including to parties other than those responding to this RFP) on terms other than those set forth herein. HRTDC reserves the right to waive compliance with and/or change any of the terms of this RFP and to waive any informalities or irregularities in the RFP process.

No brokerage fees, finders' fees, commissions or other compensation will be payable by HRTDC in connection with the selection of any respondent or the negotiation and closing of any agreement. Submission of a response by a respondent in response to this RFP will constitute an undertaking by the respondent to hold harmless and indemnify HRTDC from and against any and all expenses, damage or liability (including, without limitation, attorney's fees and disbursements) arising out of any claim for such fees, commissions or other compensation made in connection with such respondent's response to this RFP, selection or non-selection hereunder or negotiation and execution (or non-execution) of any agreement.

Public access to material submitted by Respondents in response to this RFP shall be governed by the relevant provisions of the Freedom of Information Law, which constitutes Article 6 of the New York State Public Officers Law ("FOIL"), and regulations adopted pursuant thereto. If any respondent submits information which it believes to be

a trade secret or otherwise exempt from disclosure under FOIL, it must specifically identify such information and state in writing the reasons why the information should be exempt from disclosure. Notwithstanding the foregoing, neither the State, ESD nor HRTDC shall be liable if the State, ESD or HRTDC releases information pursuant to FOIL which the respondent believes to be a trade secret or detrimental to its business.

In the event that HRTDC becomes aware of any material misrepresentation in the information supplied by a respondent, HRTDC shall have the right to reject at any time the response of the respondent, to refuse to negotiate or continue negotiations with the respondent and to take any other action, including retaining any deposit made by the respondent, as shall be deemed appropriate by HRTDC, in its sole discretion.

It is the policy of the State of New York, ESDC and HRTDC to comply with all federal, State and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by HRTDC, ESDC's and/or its subsidiaries participation in projects or initiatives, and/or the use of their funds. ESDC's non-discrimination and affirmative action policies will apply to this initiative. M/WBEs are encouraged to respond.

The Successful Respondent(s) shall be required to use its best efforts to achieve M/WBE participation of not less than 10% of the total dollar value of the contracts awarded in connection with its Proposal. A copy of Each Respondent's equal employment opportunity policy statement, Staffing Plan (Schedule A-1 to Exhibit C) of the anticipated workforce to be utilized on the Respondent Team and Schedule of Minority and Women Business Participation (Schedule A-2 to Exhibit C) shall be included as part of the Proposal to the RFP. The ESDC Affirmative Action Unit ("AAU") is available to assist you in identifying New York State Certified M/WBE's that can provide goods and services in connection with the contract. If you require M/WBE listings, please call the AAU at (212) 803-3224.

Respondents must submit Schedules A-1 and A-2 of Exhibit C as part of their Proposal. Do not send these schedules directly to ESDC.

The selection of a respondent will create no legal or equitable rights in favor of the selected respondent, including rights of enforcement or reimbursement. A respondent's response for a site is not assignable and only the party identified as the consultant in the selected respondent's submission will be permitted to execute a contract.

Selected Consultant shall be required to maintain in full force and effect, the following insurance with limits not less than those described below and as required.

- A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence and \$2 million in the Aggregate. Such insurance shall cover liability arising from premises operations, independent Contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage,

liability assumed in a contract (including the tort liability of another assumed in a contract).

- B. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.
- C. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- D. Errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this RFP.

All insurance required shall be obtained at the sole cost and expense of Consultant, shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to HRTDC and ESDC. HRTDC and ESDC, their officers, agents, and employees must be named as additional insured.

By submitting a response for this RFP, the respondent agrees to be bound by all the terms and conditions of this RFP.

ATTACHMENT C, SCHEDULE A-1 STAFFING PLAN

Project/RFP Title _____ Location of _____

Contract _____

County _____

Zip _____

Contractor/Firm Name _____

Address _____

City _____

State _____

Zip _____

Check applicable categories:

(1) Staff Estimates include:

Contract/Project Staff

Total Workforce

Subcontractors

(2) Type of Contract:

Construction Consultants

Commodities

Services/Consultants

TOTAL ANTICIPATED WORK FORCE

TOTAL ANTICIPATED WORK FORCE											Total percent Minority Employee s	Total Percent Female Employee s	
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American Alaskan Native				
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Officials/Admin													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers													
Operatives													
Laborers													
Service Workers													
TOTALS													

CERTIFICATION:

I, _____ (Print Name), the
(Title), do certify that (i) I have read this Staffing Plan and (ii) to the best of my knowledge, information and belief the
information herein is complete and accurate.

Signature _____ Date _____ Telephone Number _____

)

Forward to:

Empire State Development, 633 Third Avenue, New York, NY 10017 Office: (212) 803-3224 Fax: (212)803-3223
Affirmative Action Unit - Laverne Pool

CONTRACTORS STAFFING PLAN
Instructions for Completion

PURPOSE:

The Contractors Staffing Plan is prepared by all contractors providing good, products and merchandise, or services (skilled and non-skilled) or professional consulting services (inclusive of professional construction consultant services) to a state agency. The plan is required prior to the award of a contract and contains the anticipated staff assignments during the contract. **In instances where that cannot be identified, the contractor may identify the total work force of the company.** The form will be reviewed by state agencies for the purposes of equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Project/RFP Title:** describe the project for which you are competing as indicated on the RFP/RFB document.
2. **Location of Contract:** the company's location and postal zip code.
3. **Contractor/Firm Name:** the company that will be providing the workforce. Include *address* with city name, state and zip code.
4. **Check applicable categories:**
(1) *Staff Estimated include: **Contract/Project Staff** (check in cases where the workers to be assigned can be determined, **Total Work Force** (check in the event the contract work force cannot yet be determined, **Subcontractors** (check if the work force for the project is that of a subcontractor).*
(2) *Type of Contract: **Construction Consultants, Commodities, Services/Consultants** (check appropriate box).*

TOTAL ANTICIPATED WORK FORCE:

1. **Federal Occupational Category:** The contractor's work force is broken down and reported by the nine Federal Occupational Categories (FOC's) consistent with the Federal government's EEO-1 categories for the private sector labor force. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.
2. **Total Number of Employees:** Record the total number of all persons employed in each FOC regardless of ethnicity (either to be assigned to the contract/project staff OR in the company's total work force, as indicated by the categories selected in number 4 (1) Staff Estimated, of the General Information. Report the number of male employees in column (1), and the total number of female employees in column (2) for each FOC. In columns (3) through (10), report the number of male and female *minority* group member, based on the following defined groups:

Black (not of Hispanic origin): all persons having origins in any of the Black African racial groups.

Hispanic: all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race.

Asian or Pacific Islander: all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Native American or Alaskan Native: all persons having origins in any of the original peoples of North America.

TOTAL PERCENT MINORITY:

Add all minority group members (male and female) columns (3) through (10); divide by the total numbers of all employees in that FOC (columns 1 + 2). Post the percentage result for that FOC. [Total number of minority employees (columns 3 through 10) / Total number of employees (columns 1 and 2)].

TOTAL PERCENT FEMALE:

Divide the number of female employees (column 2) in the FOC, by the total number of both Male and Female (column 1 + 2). Post the percentage result for that FOC. [Total female employees (column 2)) total number of employees (columns 1 and 2)].

TOTALS:

To compute the column totals, add vertically. *Total Percent Minority Employees and Total Percent Female Employees* should be calculated as shown above, using the summed column totals.

The Contractors Staffing Plan is to be completed by the prime contractor and signed and dated by an authorized representative before submission. The *Company Official's Name, Title, Telephone Number, Signature and Date* signed should be provided where indicated on the form.

EXHIBIT C, SCHEDULE A-2

SCHEDULE OF MINORITY/WOMEN OWNED BUSINESS PARTICIPATION

(No substitutions may be made on this submission except by prior written approval from Empire State Development)

Trade:
Name of Bidder

Project:

Address

Bidder's Contract Amount:

Telephone Number: (____) _____

Name/Address/Phone No. of Minority/Women-owned Business	MBE or WBE	Joint Venture, Subcontractor or Supplier	Scope of Work to be Performed	Proposed Contract Price or Purchase Amount & Percentage

CERTIFICATION:

I, _____ (Print Name), the _____ (Title), do certify that (i) I have read this Schedule of Minority/Women Owned Business Participation and (ii) to the best of my knowledge, information and belief the information herein is complete and accurate.

Signature _____ Date _____

Forward to:

Empire State Development
Affirmative Action Unit - Laverne Poole
633 Third Avenue
New York, NY 10017

Office: (212) 803-3224

Fax: (212) 803-3223

ATTACHMENT D

NYS 139 COMPLIANCE LAW

State Finance Law Sections 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential respondents and HRTDC or other involved governmental entities with respect to this solicitation during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (x) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed below; (y) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this solicitation below; and (z) periodic updating of such forms during the term of any contract resulting from this solicitation. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require HRTDC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

A copy of HRTDC’s Policy Regarding Permissible Contacts under State Finance Law Section 139-j and 139-k is attached to this solicitation as Attachment D. Neither this summary nor the referenced Policy is a complete presentation of the provisions of the Procurement Requirements. A copy of Executive Order 127 can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/defaultProcurement.html> and State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html> . All potential Respondents are solely responsible for full compliance

with the Procurement Requirements.

ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION AND OTHER COMMUNICATIONS REGARDING THIS SOLICITATION MUST BE IN WRITING – OR E-MAIL AND SUBMITTED TO **Richard Usas**; rusas@empire.state.ny.us, or **Douglas Schelleng**; dschelleng@empire.state.ny.us AT **7A Harriman Campus Road, Albany, NY 12206**. CONTACT WITH ANY OTHER PERSON REGARDING THIS SOLICITATION IS PROHIBITED BY LAW. All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation.

c. State Tax Law Section 5-a

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a (“STL 5-a”). STL 5-a prohibits HRTDC from approving any such contract with any entity if that entity or any of its affiliates or subcontractors make sales within New York State of tangible personal property or taxable services having a value over \$300,000 during the immediately preceding consecutive four sales tax quarters and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220-CA, a copy of which is attached to this solicitation as Attachment F. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award.

**Offerer’s Affirmation of Understanding of
and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6) (b)**

Background information

State Finance Law § 139-j(6)(b) provides that the New York State Division of Human Rights as a state agency seeking to contract for services, must seek written affirmations from all Offerers as to the Offerer’s understanding of and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a Procurement Contract in accordance with State Finance Law §§ 139-j and 139-k.

Affirmation

Offerer affirms that it understands and agrees to comply with the procedures of the New York State Division of Human Rights relative to permissible Contacts as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

Offeror Name			
Name		Title	
Signature		Date	

ATTACHMENT D-1

PERMISSIBLE CONTACTS POLICY

January, 2007

Policy Regarding Permissible Contacts
under State Finance Law Section 139-j and 139-k
with respect to procurements by

**New York State Urban Development Corporation d/b/a
Empire State Development Corporation**
and its subsidiaries

1. Definitions

The following terms shall have the following meanings:

- a. "contact" or "contacts" shall mean any oral, written or electronic communication with the Corporation under circumstances from which a reasonable person would infer that the communication was intended to influence a procurement by the Corporation.
- b. "Corporation" shall mean ESDC or any of its subsidiaries, as the case may be.
- c. "ESDC" shall mean the New York State Urban Development Corporation d/b/a Empire State Development Corporation.
- d. "offerer" shall mean the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that makes a contact during the restricted period.
- e. "procurement" shall mean (i) the, preparation of terms of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract; (ii) solicitation for a procurement contract; (iii) evaluation of a procurement contract; (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.
- f. "procurement contract" shall mean any contract or other agreement for a commodity, service, technology, public work, construction. the grant of a

franchise or concession, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property which contract or other agreement involves an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, eminent domain transactions and other transactions listed in subdivision (1)(g) of Section 139-j of the State Finance Law shall not be deemed procurement contract

g. "restricted period" shall mean the period of time commencing with the earliest written notice or advertisement of the availability of the solicitation document for a procurement contract and concluding with the execution of a final procurement contract.

2. Permissible Contacts during the Restricted Period

a. With respect to each procurement that it conducts, the Corporation shall designate a person or persons who may be contacted by offerers relative to the procurement. All comments and questions from offerers regarding a procurement should generally be in writing and must be addressed only to the contact person(s) identified in the solicitation document or otherwise identified to offerers.

b. During the restricted period, offerers shall only communicate, with respect to any procurement, in the manner and with the individuals set forth in Section 2 (a) of *this* Policy.

c. Notwithstanding Section 2(b) of this Policy, offerers may:

- i. submit proposals in response to a solicitation document;
- ii. submit written questions as may be provided for in the solicitation document;
- iii. participate in any pre-bid conference or site visit as may be provided for in the solicitation document;
- iv. make a complaint in writing to the general counsel of the Corporation if a communication by an offerer made in accordance with Section 2(a) of this policy has not been responded to in a timely manner;
- v. after being notified of a tentative award of a procurement contract, engage in communications solely for the purpose of negotiating the terms of the final contract or contracts and any interim agreements in advance of the final contract or contract, including any conditional designation document;
- vi. request the review of an award of a procurement contract;
- vii. participate in protests, appeals or other review proceedings (including the apparent successful respondent and its representatives) seeking a final administrative or judicial determination;

viii. make a complaint to the attorney general, inspector general, district attorney or court of competent jurisdiction regarding alleged improper conduct with respect to the procurement; and

ix. communicate with a member of the New York State legislature or legislative staff about the procurement.

d. Offerers shall not attempt to influence the conduct of, and award of a contract under, the procurement in a manner that would result in a violation or an attempted violation of Section 73(5) (regarding certain gifts) and Section 74 (code of ethics) of the Public Officers Law.

e. As early as practicable during the restricted period, the Corporation shall seek a written affirmation from each offerer as to its understanding of and agreement to comply with State Finance Law Section 139-j and this Policy regarding permissible contacts during the restricted period. Each respondent to a solicitation who has not submitted such an affirmation prior to submitting a proposal. must submit such a written affirmation with its proposal.

Recording of Contacts

Upon receiving any contact during the restricted period, Corporation staff shall make a record of such contact, including the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person or organization making the contact was the potential respondent itself or was retained, employed or designated by or on behalf of the potential respondent.

4. Violations of Requirements Regarding Permissible Contacts

- a. Any member, officer or employee of the Corporation who becomes aware that an offerer has violated the provisions of State Finance Law 139-j(3) or Section 2 of this Policy regarding permissible contacts during the restricted period shall immediately notify the General Counsel of the Corporation of the impermissible contact and shall provide the Corporation's General Counsel with a copy of the record of contact.
- b. If any member, officer or employee of a governmental entity other than the Corporation becomes aware that violation regarding permissible contacts with respect to a procurement has occurred involving such other governmental entity, then such member, officer or employee shall make a record of such impermissible contact and shall immediately notify the ethics officer, inspector general, if any, or other official of the other governmental entity responsible for investigating such matters, who shall in turn notify the Corporation's General Counsel and provide the General Counsel with a copy of the record of contact.
- c. Upon receiving notice of an impermissible contact with respect to a procurement, the Corporation's General Counsel will conduct an investigation to determine whether an impermissible contact occurred and, if so, whether such impermissible contact was knowing and willful. The investigation shall include review of the record of contact and may include an interview of the individual making the report and other involved staff. The investigation may include review of such other documents or the interview of such other individuals as the General Counsel in his or her discretion may consider appropriate.

The Corporation's General Counsel shall endeavor to make a determination, within ten business days of receiving any notice of impermissible contact, whether sufficient cause exists to believe that the impermissible contact occurred and that such contact was knowing and willful, but in any event shall make such determination before the award of a final procurement contract or contracts. In the event it is determined that sufficient cause exists to believe that the impermissible contact occurred and was knowing and willful, then the General Counsel shall notify the involved offerer of the date and nature of the alleged impermissible contact

and of the preliminary determination that such contact was knowing and willful.

- d. The offerer shall be provided with an opportunity to submit a written response to the alleged impermissible contact within ten business days of receiving such notice. In the General Counsel's discretion, an interview with the offerer may be granted or required. In making a final determination regarding an allegation of impermissible contact, the General Counsel shall take into consideration any information provided by the offerer during the course of the investigation.
- e. In the event the General Counsel makes a final determination that an offerer has knowingly and willfully violated this policy or Section 139-j of the State Finance Law and such violation involved misconduct by a Corporation employee in the implementation of this policy, then the General Counsel shall report such instance of employee misconduct to the Corporation's President.
- f. The notice provided for in Section 4(d) above may be sent by facsimile transmission or electronic mail provided that hard copy of such notice is also sent by overnight, personal or other method of delivery providing a delivery receipt, to the offerer at the address listed on the report of contact, in the offerer's proposal or such other address as the General Counsel may deem most appropriate.
- g. Prior to awarding any procurement contract, the Corporation shall make a determination of responsibility with respect to the proposed awardee. In making a determination of responsibility with respect to any offerer, the Corporation shall consider the proposed awardee's ability to perform the services provided for in the proposed contract including but not limited to such factors as the offerer's financial capability; level of relevant expertise; depth and qualifications of staff; if applicable, the offerer's prior performance under contracts with ESDC or any subsidiary of ESDC or other instrumentality of the State of New York; and any prior findings of non-responsibility with respect to such offerer (by any governmental entity, as defined in section (1)(a) of State Finance Law Section 139-j) made within the preceding four years.
Notwithstanding any of the criteria set forth in section 4(g) above, either of the following shall result in a determination of non-responsibility with respect to any offerer: (I) a final determination, pursuant to the procedure set forth in this section 4, that such offerer has knowingly and willfully violated the provisions of this policy or State Finance Law Section 139-j, and (II) the failure by such offerer to timely disclose accurate and complete information or otherwise cooperate with the Corporation in administering this policy and the provisions of State Finance Law Section 139-j.
- h. In the event an offerer is determined to be non-responsible, such offerer

and its subsidiaries and any related or successor entity with substantially similar function. management, board of directors, officers and shareholders shall not be awarded any contract pursuant to the procurement unless, by action of the Board of Directors, the Corporation finds that the award is necessary to protect public property or public health or safety and that the offerer is the only source capable of performing the contract. Any such action by the Corporation's Board of Directors shall state the basis for the finding of necessity and a record of the action and the basis shall be included in the procurement record.

- i. Any subsequent determination of non-responsibility due to a violation of State Finance Law Section 139-j within four years of a determination of non-responsibility due to such a violation shall result in the offerer's being rendered ineligible to submit a proposal on or be awarded any procurement contract for any governmental entity subject to the provisions of State Finance Law Section 139-j for a period of four years from the date of the second determination of non-responsibility.
- I. Upon making any determination of non-responsibility or ineligibility under this Section 4, the Corporation shall notify the New York State Office of General Services so that the offerer that is the subject of such determination will be included in the list of all offerers who have been determined to be non-responsible or ineligible, which list is published on the Office of General Services' website and is publicly available.

j.

5. Required Contractual Provisions

Each procurement contract awarded by the Corporation shall contain (a) a certification by the offerer that all information provided to the Corporation with respect to State Finance Law Section 139-j is true, complete and accurate; and (b) a provision authorizing the Corporation to terminate the contract in the event such certification is found to be intentionally false or intentionally incomplete.

6. Procurement Record

The Corporation shall maintain a procurement record with respect to the procurement and the ultimate award of contracts thereunder. The procurement record shall contain such documents as evidence the material decisions made and approach taken in the procurement process, including, without limitation, the following:

- i. a full copy of the solicitation document(s) and all addenda thereto;
- ii. a copy of all questions and answers made available to offerers;
- iii. copies of all proposals submitted in response to the solicitation;
- iv. all records of contacts, Offerer Disclosure of Prior Non-Responsibility Determinations and Offerer Affirmation of

Understanding of and Agreement pursuant to State Finance Law Section 139-j made or submitted in accordance with said Section of the State Finance Law;

- v. all complaints to the General Counsel made pursuant to this policy; all records of the General Counsel with respect to any investigation into any allegation of a knowing and willful violation of the provisions of this policy and the State Finance Law Section 139-j regarding permissible contacts and all determinations made pursuant to such investigation;
- vi. all determinations of responsibility or non-responsibility and other documentation of evaluations by or on behalf of the Corporation of responses to the solicitation;
- vii. a statement describing the basis for any action taken to terminate the procurement contract because of a false, incomplete or inaccurate certification of compliance with or other violation of State Finance Law Section 139-j.

- b. All documents comprising the procurement record shall be subject to disclosure in accordance with the provisions of the Freedom of Information Law and any other applicable law.

7. Miscellaneous

- a. Complaints or other notices to the General Counsel of the Corporation regarding the implementation of this policy shall identify the solicitation with respect to which the complaint or notice is being submitted; the entity conducting the procurement at issue; and the nature of the complaint or notice, and should be submitted to the General Counsel of ESDC at the following address, for further forwarding, if necessary:

General Counsel
Empire State Development
Corporation 633 Third Avenue
New York, NY 10017

- b. This policy is adopted pursuant Sections 139 -j and 139-k of the State Finance Law. Nothing in this policy shall be construed as limiting the application of this law. In the event of a conflict between the provisions of this policy and the provisions of State Finance Law Sections 139-j and 139-k, the provisions of said Law shall govern.

ATTACHMENT E

**NEW YORK STATE STANDARDVENDOR
RESPONSIBILITY QUESTIONNAIRE**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation	Date of
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability	Date of
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed)
f) <input type="checkbox"/> Sole Proprietor	How many years in
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States	State _____
<input type="checkbox"/> Other	Countr _____

I. BUSINESS CHARACTERISTICS		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.		
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.		
1.4 Is the Business Entity publicly traded?		<input type="checkbox"/> Yes <input type="checkbox"/> No
CIK Code or Ticker Symbol <input type="text"/>		
1.5 Is the responding Business Entity a Joint Venture? Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number <input type="text"/>		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. Attach additional pages if necessary.		
Name	Title	Percentage Ownership (Enter 0% if not)

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? Attach additional pages if		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN (<i>If available</i>):	Identify parties to the Joint Venture:

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity or any Affiliate

6.0 had a revocation, suspension or disbarment of any business or professional	<input type="checkbox"/> Yes <input type="checkbox"/>
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status,	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment	<input type="checkbox"/> Yes <input type="checkbox"/>
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/>
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VIII. LEADERSHIP INTEGRITY	
<p>NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)</p> <p>Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve</p>	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>For each “Yes” answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant’s name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

Certification

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Officer

Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

Sworn to before me this _____ day of _____ 20____

; _____ Notary Public

ATTACHMENT F



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		<i>For covered agency use only</i>	
Contractor's principal place of business		<i>Contact number or description</i>	
City	State	ZIP code	
Contractor's mailing address (if different than above)		<i>Estimated contract value over</i>	
Contractor's federal employer identification number (EIN)		<i>the full term of contract (but not</i>	
Contractor's sales tax ID number (if different from contractor's EIN)		<i>including renewals)</i>	
Contractor's telephone number		\$	
Covered agency name			
Covered agency address		<i>Covered agency telephone number</i>	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2006, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

ATTACHMENT G

LISTING OF STUDIES, PLANS AND SURVEYS

- 1. Topographical surveys of Parcels A; D-1; E-2 , including utility markouts**
- 2. 2007 Harriman, UAlbany, Nanotech Transportation Linkage Study**
- 3. 2006 Market Assessment and Master Plan**
- 4. Property Summaries, Buildings 3,4, 5 and 7A**
- 5. Environmental Site Assessments, Parcels A, D-1 and E-2**
- 6. Ecological Assessment Parcel A**
- 7. Geotechnical Recommendation Letter**
- 8. SEQRA Final DGEIS, August 2002**
- 9. SEQRA Findings Statement**