

**HARRIMAN RESEARCH AND TECHNOLOGY DEVELOPMENT  
CORPORATION**

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**DEVELOPMENT OPPORTUNITY  
REQUEST FOR PROPOSALS**

**Harriman Research and Technology Development  
Corporation  
(HRTDC)**

A Subsidiary of Empire State Development Corporation

W.A. Harriman State Office Campus  
Building 7A, Suite 210  
1220 Washington Avenue, Albany, NY 12226  
518-457-4444 phone, 518-457-8185 fax  
[www.harrimancampus.com](http://www.harrimancampus.com)

**RESPONSES DUE AUGUST 11<sup>TH</sup>, 2008**

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**ATTACHMENTS**

- Attachment 12.1      Campus Development Parcelization Plan**
- Attachment 12.2      Harriman Aerial Photo/Location Map**
- Attachment 12.3      Campus Parking Locator**
- Attachment 12.4      Transportation Linkage Study**

## 13.0 EXHIBITS

The following exhibits are part of this RFP, and constitute terms and conditions of the RFP to the same extent as though they were set forth above in the body of the RFP document.

Exhibit A	Hold Harmless Agreement
Exhibit B	Certifications
Exhibit C	Additional General Terms and Conditions Schedule A-1 Staffing Plan Schedule A-2 Schedule of Minority/Women Owner Business Participation
Exhibit D	Policy Regarding Permissible Contacts , Offeror's Affirmation of and Understanding of, and Agreement pursuant to State Finance Law, §139-j(3) and §139-j(6) (b), State Law§5-a Compliance, Form ST-220.
Exhibit E	New York State Standard Vendor Responsibility Questionnaire (SVRQ)

## EXECUTIVE SUMMARY: INVITATION AND PROCESS

### A. Background

The Harriman Research and Technology Development Corporation ("HRTDC"), is a subsidiary of the New York State Urban Development Corporation ("UDC" d/b/a Empire State Development Corporation). HRTDC, working in concert with the New York State Office of General Services (OGS), has selected your organization to participate in and respond to, the enclosed Request for Proposal ("RFP") in development of the Harriman Office Campus / Research and Technology Park ("HRTP") in Albany, New York. This opportunity shall include, but is not limited to, development of office/R&D facilities; administrative offices for technology focused industries, and may include residential development, associated convenience retail and other related uses on areas of the Harriman Campus. The goal of this process is development of the Harriman Office Campus to enhance and complement existing growth, and foster future development.

Technical and contractual questions on this RFP should be directed to Richard Usas, Vice President HRTDC at (518) 457-4444 or in writing to Harriman Research and Technology Development Corporation. This RFP will also be posted on the HRTDC website at: [www.harrimancampus.com](http://www.harrimancampus.com).

This RFP is being issued by HRTDC in cooperation with OGS. The New York State Office of General Services operates the Harriman Campus on behalf of the People of the State of New York.

In order to ensure that all respondents receive responses to relevant inquiries, HRTDC will promptly post pertinent questions posed and responses thereto on the HRTDC website noted above.

RESPONSES TO THE RFP MUST BE RECEIVED BY HRTDC ON OR BEFORE 4:00 p.m. EDT ON MONDAY AUGUST 11<sup>TH</sup>, 2008 IN WRITING, MAILED OR HAND DELIVERED TO:

HARRIMAN RESEARCH AND TECHNOLOGY DEVELOPMENT CORPORATION  
7A Harriman Campus Road, Suite 210, ALBANY, NY 12206  
ATTENTION: Michael John Phillips, President

Responses received after that date and time will be returned.

Permissible Contacts for this RFP under State Finance Law Sections 139-j and 139-k and Paragraph 9.1 herein are designated as:

Michael John Phillips, President HRTDC  
Richard Usas, Vice President HRTDC  
Nathan Cohen, Project Director HRTDC

## **B. Selection Process**

The RFP solicitation began with a Request for Qualifications (RFQ) for individuals and companies with substantial mixed-use development qualifications and experience, published in the New York State Contract Reporter on December 17<sup>th</sup>, 2007. HRTDC followed up with over 100 traditional mail and e-mail solicitations for responses to the RFQ. Interested organizations were given to February 19<sup>th</sup>, 2008 to fully respond. 17 development concerns submitted initial registrations to HRTDC, and a tour of the Harriman/U Albany/Nanoscale facilities was conducted on February 7<sup>th</sup>, 2008. Five (5) full responses were received by HRTDC on the February 19<sup>th</sup> deadline. A response evaluation committee consisting of representatives of the local stakeholders reviewed the five (5) full responses on February 29<sup>th</sup> 2008 and recommended interviews be conducted with three (3) of the five (5) respondents. Those interviews were conducted on April 2<sup>nd</sup> 2008, with the three development teams. Those teams were selected to receive this RFP, and this action was approved by the HRTDC Board on April 7<sup>th</sup>, 2008.

Your Development Team has been selected to submit proposals in response to this RFP. This RFP will describe the offered property(s) in detail, and recipients will be required to prepare a proposal that responds to the terms and requirements of the RFP within the schedule recited in § 6.6. Thereafter, based on application of the criteria contained in the RFP, which includes merits of the proposed development project and demonstrated capabilities of the developer, HRTDC will select finalists for negotiations leading to sale and/or long term ground lease of parcels to the successful developer.

## **C. Anticipated Transaction Methodology**

Any conveyance of an interest in real property will be pursuant to §6263-a of the Unconsolidated Laws of New York State and §2896(1) and §2897 of the Public Authorities Law of New York State, a process involving conveyance of land declared as "Unappropriated" from OGS to the ESDC, then to the successful entity. Any such conveyance shall be subject to protective covenants and restrictions necessary to protect the interests of the State of New York. Examples of New York State Protective Covenants and Restrictions are attached as Exhibit E.

Until a long term ground lease or purchase and sale agreement is fully executed, and all required statutory and regulatory approvals are duly obtained, including but not limited to approval by the HRTDC Board, ESDC, Public Authorities Control Board, the Attorney General and the State Comptroller, HRTDC/OGS shall have no formal legal or financial obligations to any candidate or firm and/or shall retain the right to withdraw or re-issue this RFP and/or any RFP. Upon receipt of all necessary approvals, HRTDC will enter into a Land Disposition and Development Agreement (LDDA) and a Contract of Sale, or ground lease, for the subject parcel(s) for conveyance to the developer.

## 1.0 INTRODUCTION

HRTDC was created in June 2004 to transform Albany's Harriman State Office Campus into a mixed use Research and Technology Park, with the objective of creating a 24 - hour "Innovation Community" on property which has been used solely to house New York State government operations.

Working in concert with the New York State OGS, the University at Albany ("the University"), the City of Albany ("City"), and representatives of the Board, HRTDC is requesting a response to this RFP from your organization to acquire and develop mixed-use projects in conjunction with the development and operation of a university-related research and technology park at the site of the W.A. Harriman State Office Campus in Albany, New York. As an initial step to increasing University at Albany presence on the Harriman Campus, some administrative functions of the University's College of Computing and Information (Dean Peter Bloniarz's and staff) have been moved into the 2<sup>nd</sup> floor of Campus Building 7A, locating 10 University IT related faculty and staff onto the Harriman Campus.

The initiative is designed to foster development that will complement area state-of-the-art research and development related support facilities, serving to advance innovation in science, technology and the commercialization of this research. The project will utilize both public and private sector investment to foster the development of cutting-edge technologies and new products, create high-wage employment, stimulate investment and economic growth, expand the local real property tax base and encourage technology transfer and commercialization while utilizing sustainable development and "green" building technology.

## **2.0 PROJECT GOALS AND OBJECTIVES**

The project is dedicated to the support and promotion of economic development initiatives within a mixed-use Innovation Community by leveraging the highly advanced technology and private sector investment base that has been developed by the University, as well as a private sector medical services cluster that has been developed in close proximity to the Harriman Campus. In addition, the project will be fostering and encouraging growth of technology-related companies that have established or seek to establish a working relationship with the University at its adjacent Uptown Albany Campus, the Nanotech Campus, and the East Campus, located in Rensselaer, New York. The project will foster a development opportunity that produces interactive components based on the plans submitted in response to this RFP solicitation. Partnership with a developer will produce buildings, infrastructure and support facilities attractive to the live, work, and recreational environment desired by the professional community. HRTDC is currently gathering and refining information relative to the Campus, including surveys, environmental evaluations, and market value appraisals. This information will be distributed as it becomes available.

## **3.0 PROJECT CONTEXT AND INFORMATION**

### **3.1 Campus Description**

The Harriman Campus consists of approximately 330 acres of land and approximately 2.8 million square feet of existing office space including twelve buildings presently or formerly occupied by State agencies. The State of New York, through OGS, owns the Harriman Campus, and the campus is operated under the jurisdiction of the Office of General Services. The buildings were constructed primarily in the 1960s. Some NYS agencies have relocated from the Campus to offices in the Albany area, but there are presently no plans to relocate the approximately 7,400 employees remaining on the Campus. This base population provides a residual demand factor, thereby beginning the process of attracting the desired development.

### **3.2 Project Setting**

Collectively, the Campus and the University comprise over 800 acres of property representing an excellent setting to expand and grow the technology base that has been developing throughout the Capital Region and Tech Valley. Thus far this initiative has attracted several billion dollars in new investment and facilities expansion within the area. Given its geographic and strategic location, the new Harriman Research and Technology Park will be uniquely positioned to attract new development and investment as a regional growth center. Residential market experts predict steady demand for housing throughout the region as the technology sector expands. A 300 unit residential development directly adjacent to the campus at the Patroon Creek development site is being built by A.G. Spanos; a California based national developer, in cooperation with the City of Albany.

Similarly, retail operators have begun expanding their presence in the area as high wage employment in the Information, Education, and Professional Services sectors continues to rise. The Innovation Community concept that has evolved for the Harriman Research and Technology Park is designed to create an environment that will attract technology based professionals to live, work and recreate on the Campus, including the residential and retail offerings that will support it.

### **3.3 Parcels Designated for Development**

The map attached as Attachment 12.1 designates three (3) areas of the campus for development. Section "A" represents 62 acres of vacant land on the western end of the campus which includes both the campus inner and outer rings roads. Section E-2 represents vacant buildings 1 (133,000 sq. ft) and 1A (155,000 sq. ft) and a contiguous 28 acres of land in the southeast corner of the campus. Section D1 identifies approximately 49 acres of land and three existing buildings that represent developable land and/or adaptive re-use opportunities.

### **3.4 Empire Zone Benefits for "Regionally Significant" Projects**

If a proposed project qualifies as "Regionally Significant" under New York State

economic development guidelines, that specific project may be designated as an Empire Zone with the accompanying tax and power supply incentives. Basic requirements are:

- a) Emerging Technology Company creating 50 or more new jobs.
- b) High Tech, Biotech or Agribusiness, creating 50 or more new jobs, with a minimum \$10 million dollar investment.
- c) A Financial Services, Insurance Services or Distribution facility, 300 or more new jobs.

## **4.0 ACCESS AND INFRASTRUCTURE**

### **Expansion/Development of Existing Infrastructure**

Any proposed new development of the Campus will need to account for preservation of the existing utility infrastructure or, if necessary, expansion and relocation at the developer's expense. Infrastructure incentives to defray costs may be available from Empire State Development Corporation and/or its subsidiary HRTDC. Developer(s) are also encouraged to research energy efficiency incentives that may be available from the New York State Energy Research Development Authority (NYSERDA).

### **4.1 Transportation and Access**

The Harriman Campus is situated at the crossroads of interstates I-87 and I-90, approximately 145 miles north of the New York Metropolitan area. Albany International airport, with available international connections, and the Rensselaer Amtrak station are minutes away. For an aerial photographic reference, please refer to Attachment 12.2.

The Campus is ideally located to participate in the growth being experienced in the Capital Region. There are direct connections to New York City, Boston, Chicago, Charlotte, Detroit, Atlanta, Montreal, Buffalo and other major metropolitan areas via air, rail and/or automobile. Contiguous to the western border of the Harriman Campus are the University at Albany and U Albany's College of Nanoscale Science and Engineering campus with 17,000 students. CDTA provides bus service to/from downtown Albany on both Washington and Western Avenues, both of which border the Harriman and U Albany Campus.

In May 2007, the transportation consulting team of Nelson/Nygaard Consulting Associates and The Chazen Companies submitted its final report on a Transportation Linkage Study that was designed to identify potential areas for improvements within the 800 acre Harriman/UAlbany complex. The study was funded in part by HRTDC and the Capital District Transportation Committee (CDTC). Certain recommendations contained in that report are now in the process of being implemented that will facilitate the movement of people into and throughout the contiguous campus environment. Among those was the concept of connecting the three campuses in an organized manner that facilitates travel without creating additional impacts on the regional streets and roads.

As the redevelopment of the Harriman Research and Technology Park matures into actual site and community project planning, it will be essential that the developer(s), in conjunction with HRTDC, integrate the objectives of the Linkage Study into the fabric of all new development. Interested parties are encouraged to review that study on the Capital District Transportation Committee website at [www.cdtcmpo.org](http://www.cdtcmpo.org).

## **4.2 Infrastructure**

Two ring roads, consisting of three lanes each, encircle the Campus and provide access to the buildings, parking, and connections to the surrounding neighborhoods and streets. Several entrance/egress ramps provide access to Routes I-90 and I-85 respectively. As redevelopment plans begin to emerge, reconfiguring the transportation infrastructure will be a necessary consideration, possibly developing land currently dedicated to automobile movement and parking and providing increased attention to pedestrian and bicycle accommodations as residential and green-space concepts are introduced. HRTDC and OGS will work cooperatively with the selected developer(s) in this reconfiguration in a public/private partnership.

## **4.3 Services and Parking**

There are 16 parking lots providing approximately 7,000 spaces. As development occurs, it is anticipated that structured parking may become necessary. Conversion of some of the existing surface parking lots to developable land is considered a desirable goal. A Central Utility Plant provides steam and chilled water to all State occupied buildings. In addition, centralized utilities including sewerage, potable water, and telecommunications are presently available to existing operations. A separate agreement may be established by HRTDC and OGS to equitably and properly allocate ongoing Common Area Maintenance (CAM) and other charges among all owners and users on the Campus. Further, if any project is constructed that will utilize direct utility services, e.g.; electricity, chilled water or steam, then a Services Agreement may be negotiated providing the basis upon which such services will be rendered and billed by OGS and/or provided by the developer(s) under a services sharing agreement.

## **4.4 Electrical Service Capacity and Cost**

### Electrical Sub Station:

The existing State owned electrical substation that is supplying power to the Harriman Campus, University at Albany and Albany Nanotech is fed from two National Grid 115KV overhead high tension power lines, Woodlawn Feeder No. 12 and Menands Feeder No. 15. These high-tension power lines are connected to the 115KV electrical substation via two high voltage circuit breakers, one for each of the two lines. Four substation transformers step the incoming 115 KV voltage down to the site distribution voltage of 13.8 KV. Each transformer is rated at 12 MVA, self cooled with two forced air/forced oil cooling stages of 16 and 20 MVA respectively, yielding a total substation force cooled transformer capacity of 80 MVA. Outgoing 13.8 KV power is distributed through four secondary outdoor switch gear lineups, each equipped with main, tie, and feeder breakers. It is expected that electricity for the property will be provided by the local utility, National Grid.

Megawatt usage at the Campus peaked in 2004 at 30MW. This was when Building 1/1A and 5 were fully occupied. They are now vacant.

Subsequent peak usage since that time has been 26MW in August 2007, with average MW use between 21MW and 22MW. Operating parameters since the 2004 peak are between 18 MW and 26 MW. National Grid has advised HRTDC that there is an estimated additional 14 MW of capacity available from the existing substation.

HRTDC and OGS are investigating utilization of the OGS electrical infrastructure by potential private sector users, which may result in lower power costs for development.

#### **4.5 Water and Sewer Services, Storm Drainage.**

All sewage collected from the Harriman Campus is disposed into the Albany County Sewer District. Upon concluding an agreement with the Albany County Sewer District regarding the amount of sewage to be disposed, the Developer may access the State's sewage disposal lines. Developer(s) may also need to reach an appropriate agreement with OGS for accessing and maintaining the required sewer lines or specific infrastructure improvements.

#### **4.6 Natural Gas**

National Grid, the local gas utility, provides gas for the Harriman Campus. A 12" gas main located under Washington Avenue serves as the main gas line to the campus. Gas enters the Property at four different locations along Washington Avenue. There is a gas distribution system on the campus. All gas lines in Parcels A and E2 are identified on the Campus surveys. It should be noted that with the exception of the gas main entering the Central Utility Plant, the majority of the gas piping on the campus is 2" or less, because the majority of the gas service for the operating buildings on the campus was sized for light cooking and laboratory needs, not for building or domestic water heating.

## **5.0 CURRENT CAMPUS USES**

### **5.1 New York State Agencies, University Administrative Offices, HRTDC Business Incubator**

Current New York State uses for the Campus include the Department of Taxation and Finance, the Department of Labor, the Department of Correctional Services, Office of Homeland Security, Department of Transportation Laboratories, Agriculture and Markets Laboratories, and a limited use by the Division of the Budget. See also § 5.2 below.

Also present on the campus are University at Albany administrative offices and the Harriman Business Center, an HRTDC operated private sector business incubator which currently provides space and services to several technology start-up companies.

As previously stated, there are presently no plans to relocate or otherwise modify these uses. An existing fee-based Day Care Facility also is present on the Campus.

### **5.2 New York State Police**

The New York State Police complex is located on 43 acres outside the western border ring road and includes three buildings containing 446,000 square feet of space. This space is dedicated to the forensics laboratory, the training academy and the State Emergency Management Office. It is anticipated that this space will continue as presently configured for the foreseeable future.

### **5.3 University at Albany**

As previously noted, the University at Albany, one of the schools in the State University System ("SUNY"), is contiguous to the western border of the Harriman Campus. It is a public research University and is one of the four University Research Centers in the SUNY system. The University at Albany was established in 1844 and is the oldest state chartered institution of higher education in New York State. The University is a research-intensive institution with approximately 17,000 students enrolled in its nine degree-granting Schools and Colleges. The University also offers its students participation in NCAA Division I athletics programs.

The University is comprised of four separate sites within a 10-mile radius. The Main Uptown Campus, contiguous to Harriman, is the largest of the sites with approximately 500 acres and includes the College of Arts and Sciences, the School of Business and the School of Education. Most of the undergraduate students attend classes at the Uptown Campus.

#### **5.4 CNSE – U Albany College of Nanoscale Science and Engineering.**

The College of Nanoscale Science and Engineering (CNSE) of the University at Albany is the first college in the world dedicated to research, development, education, and deployment in the emerging disciplines of nanoscience, nanoengineering, nanobioscience, and nanoeconomics. In May 2007, it was ranked as the world's number one college for nanotechnology and microtechnology in the Annual College Ranking by *Small Times* magazine. CNSE's Albany NanoTech complex is the most advanced research enterprise of its kind at any university in the world: a \$4.2 billion, 450,000-square-foot complex that attracts corporate partners from around the world and offers students a one-of-a-kind academic experience. The UAlbany NanoCollege houses the only fully-integrated, 300mm wafer, computer chip pilot prototyping and demonstration line within 65,000 square feet of Class 1 capable cleanrooms. More than 2,000 scientists, researchers, engineers, students, and faculty work on site at CNSE's Albany NanoTech complex, from companies including IBM, AMD, SEMATECH, Toshiba, ASML, Applied Materials, Tokyo Electron, Vistec Lithography and Freescale. An expansion currently underway will increase the size of CNSE's Albany NanoTech complex to over 800,000 square feet, including over 80,000 square feet of Class 1 capable cleanroom space, to house over 2,500 scientists, researchers, engineers, students, and faculty by mid-2009. For more information, visit [www.cnse.albany.edu](http://www.cnse.albany.edu).

## **6.0 PARAMETERS OF DEVELOPMENT PROCESS**

### **6.1 Offer Terms**

These properties are being offered on an “*as is, where is*” basis. A survey and Phase I environmental evaluation of the Property is currently being completed and will be released to the qualified organizations as soon as available. If adaptive reuse of current structures is proposed, the selected Developer will be expected to complete all required interior demolition, make necessary façade and structural modifications and repairs, install new mechanical systems and construct new mixed-use space in the existing buildings. Compliance with the New York State Environmental Quality Review Act (SEQRA) and all applicable codes and regulations will be required. The developer will provide preliminary floor-plans with the response to this solicitation.

An incentive package from ESDC and/or its subsidiary, HRTDC, may be available for a project with significant economic development impact for the region. It is anticipated that a Payment in Lieu of Taxes (PILOT) program will be negotiated with local municipalities in the event that a long term ground lease is the preferred transaction method. In the event of a fee transfer (sale), the developer(s) should anticipate the transfer being subject to protective covenants and restrictions protecting the interests of New York State.

### **6.2 Zoning**

The property is currently zoned as CO - Commercial Office. This zoning classification will not necessarily apply to new development. Any successful development process under this section will involve consultation with, and involvement of, the Planning Department of the City of Albany.

### **6.3 Site Plan Submission/Plan Review**

Site plan review is required for all new development proposals. Conceptual site plans for development must indicate the location and related infrastructure of the proposed development. Types of uses / residences planned must include a description of the type, number of units and approximate sizes to be constructed. The purpose of this review is to ensure that the development proposed is compatible with surrounding development, maintains or enhances the value of other parcels of land in the area, and is sensitive to the environment. The City of Albany’s Planning Department will be participating in this review as new development projects are proposed.

### **6.4 New York State Environmental Quality Review Act (SEQRA) Considerations**

Redevelopment of the property is subject to all requirements under the State Environmental Quality Review Act (SEQRA). Applicants are encouraged to become thoroughly familiar with the SEQRA process as early as possible as it will apply in the

implementation of development proposals. The Developer will be required to comply with SEQRA, at the developers cost, throughout the development process including preparation of an Environmental Impact Statement for the project. No development proposal will be finally approved unless and until SEQRA compliance is complete, and all contracts and agreements of any kind will be expressly conditional upon SEQRA compliance. A link to SEQRA materials is available on the HRTDC website.

## **6.5 Code Compliance**

All development proposals must comply with the Uniform Building Code of NYS, the New York State Energy Conservation Code and in the event of a sale will be subject to local Zoning, Sign and Historic Resources Commission Ordinances. Participants are urged to visit the City's website at [www.apdonline.org/codes/index.htm](http://www.apdonline.org/codes/index.htm) and [www.albanyny.org](http://www.albanyny.org) to become familiar with the City requirements and services.

## **6.6 Anticipated Business Structure/ Project Schedule**

Upon the selection of developer(s), development rights will be conveyed with each parcel or portion of parcel, in fee simple or ground lease, for fair market value. Prior to conveyance or execution of a lease, a Land Disposition and Development Agreement ("LDDA") will be executed by the parties setting forth the anticipated development components and project scope. A schedule will be prepared and agreed upon indicating approximate timeframes for construction of the individual components. The selected developer and HRTDC will agree upon a cost allocation formula for all required infra-structure modifications and improvements required to support the planned development.

The project is seeking to close the review process and proceed with the selection of a developer(s) within the next five month period and HRTDC working in concert with OGS have established the following schedule:

- a) Request for Proposals issued: May 5, 2008
- b) Mandatory Pre-Bid Conference: May 28<sup>th</sup>, 2008
- c) Last Day for Questions: July 18<sup>th</sup>, 2008, before 5:00PM EDT
- d) Proposals Due: August 11<sup>th</sup>, 2008 before 3:00PM EDT
- e) Interviews with Developers: August 26<sup>th</sup> and 27<sup>th</sup> 2008
- f) Proposal Review Completed: September 5<sup>th</sup>, 2008
- g) Board of Directors presentation: October 8<sup>th</sup>, 2008
- h) Conditional Approval of selected proposals, pending SEQRA and other regulatory and/or State Government approvals; October 15<sup>th</sup>, 2008
- i) Negotiations initiated with Developer(s) on selected proposals on Land development and Disposition Agreement ("LDDA") pending SEQRA and other regulatory and/or State Government approvals: October 30<sup>th</sup> 2008.

## **6.7 Architecture and Design Standards /LEED Certification**

1. All newly installed utility systems should be constructed underground.
2. Existing mature vegetation shall be maintained to the maximum extent possible.
3. Pedestrian ways shall be paved, lighted and tree-lined to provide for and encourage pedestrian movement.
4. Design consideration shall be given to the visual attractiveness of development projects. To the greatest extent possible, parking, storage, service and loading areas, mechanical and electrical equipment, utilities, and storage facilities shall be screened from local view.
5. Construction of new buildings shall be generally consistent with the approved zoning for the City of Albany. Current Campus zoning is C-O with building height of 85' and lot coverage, not including paved areas of 60%.
6. The project goal is to maximize energy efficiency, energy sustainability and obtain the highest appropriate LEED certification.
7. Structured parking for development is strongly encouraged.

## **7.0 RESPONDENT FINANCIAL INFORMATION**

Responses to the RFP must include evidence of the developer's financial capability to support a major development initiative if awarded a development opportunity on the Campus pursuant to this RFP. Such evidence should include funding sources, principal equity, certified financial statements for the organization and capital and operating cost data from existing projects completed, currently under development or controlled by the respondent. HRTDC will only consider candidates that have the wherewithal to undertake large scale mixed-use development with minimal amounts of public funding. To the degree consistent with the New York State Freedom of Information Law ("FOIL"), all such information provided will be treated as confidential.

This requirement applies to all principals and partners in a Joint Venture development proposal.

## **8.0 SUBMISSION REQUIREMENTS**

### **8.1 Qualifications and Track Record**

Candidates must submit evidence of having previously successfully completed mixed-use projects of comparable scope and complexity developed within the previous ten (10) years. The project description should include site acquisition and characteristics, buildings constructed tenancy and occupancy demographics.

### **8.2 New York State SVRQ**

The applicant must complete a New York State Standard Vendor Responsibility Questionnaire (SVRQ), attached as Exhibit G.

This requirement applies to all principals and partners in a Joint Venture development proposal.

### **8.3 Development Strategy**

Candidates should be prepared to outline the preferred approach to acquiring, developing and owning large scale mixed-use projects containing office/R&D lab facilities, administrative offices for technology focused industries, residential development, convenience retail development and other related uses. The goal of this process is to identify qualified private sector developers interested in developing the Harriman Office Campus in a manner that will enhance and compliment existing growth and foster future desired development.

Emphasis will be placed on defining a product mix that reflects the demographics of the expanding regional economy dynamic. The Capital Region is shifting from an industrial and distribution based economy to one that is driven by technology and increased professional services. The redevelopment of available parcels within the Harriman Campus into a research and technology facility with a major emphasis on university relationships is reflective of that movement. This RFP is seeking a firm that has proven expertise in defining and creating projects that capture that spirit.

### **Non-Discrimination and Affirmative Action Policy**

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 20% 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.

## 9.0 SUBMISSION PROCEDURES

### 9.1 Permissible Contacts

This RFP is 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-responsible 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, ESDC, 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 Exhibit 12.9 and must be included with responses to this RFP.

### 9.2 Due Date; Address for Submissions

Respondents are required to submit one original and ten (10) copies of the response to this RFP at the address specified below. Submissions by fax or e-mail will not be accepted. Responses must be received on or before 4:00, EST on Monday August 11th, 2008. Requests for deadline extensions will be considered prior to the deadline solely at the discretion of HRTDC, and, if granted, will be extended to all respondents and announced electronically to the e-mail address of all submitters. Deliver RFP Submissions to:

Michael John Phillips, President  
Harriman Research and Technology Development Corporation  
7A Harriman Campus Road  
Suite 210  
Albany, NY 12206  
Telephone: 518-457-4444

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.

### **9.3 Questions and Clarification**

Direct questions regarding the preparation of responses in writing to:

Richard J. Usas, RPA, Vice President  
Harriman Research and Technology Development Corporation  
7A Harriman Campus Road  
Suite 210  
Albany, NY 12206  
Phone:518-457-9164  
E-mail: [rusas@empire.state.ny.us](mailto:rusas@empire.state.ny.us)

All substantive questions and document requests must be submitted to HRTDC in writing. Additional information may become available and, along with the responses to all requests for deadline extensions, substantive questions and document requests may be made available on our website at any point during this process.

### **9.4 Site Visits**

Site visits will be conducted 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.

### **9.5 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 the Harriman Research and Technology Development Corporation from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 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 Exhibit D. Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. 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.

## 10.0 SELECTION PROCESS

During the RFP review process, HRTDC in cooperation with OGS will consider factors A through H in evaluating responses and selecting projects for Harriman Campus Development. Respondents are requested to describe their approach to the development of the property that is subject to their proposal. Respondents are also requested to provide detail on their relevant experience and any prior collaboration with members of their team. Additionally, this RFP requests that respondents explain their management control, financial structure, timing and operational aspects of their proposal.

Proposals will be evaluated based on the following factors:

- A. Financial proposal; project pro forma, cash flow projection and financial operating model, attractiveness and feasibility of financial structure, level of return to NYS initially and over period of project ownership, capital investment of developer and NYS respectively, developer ability to close timely, evaluation of proposed tenants/customers/clients for occupation of Harriman real property and/or existing buildings. Factor “A” will be weighted at 20%.
- B. Quality of proposed development; design excellence, architectural significance, standards of materials contemplated in construction, commitment to sustainable construction and environmental standards and techniques, adherence to environmentally sensitive land use objectives and time line for project execution. A demonstrated commitment to developing and operating well-maintained, first-class mixed-use facilities within a University oriented environment. Factor “B” will be weighted at 20%.
- C. Economic impact of proposal including types of employment generated and short term and long term job creation and retention. Factor “C” will be weighted at 10%.
- D. Site Plans and community orientation; Renderings and representations of proposed development project, observance of HRTDC objectives to create an inviting life style design, integration of design into neighborhood characteristics, transportation planning goals and strategies that will represent an asset to, and an acceptable element within the Innovation Community. Factor “D” will be weighted at 10%.
- E. Core competencies as a mixed –use owner/developer including: project management; construction timeline, developer organizational skills in multi-use environment, proposed infra-structure improvements. Factor “E” will be weighted at 10%.
- F. Operating Philosophy; project marketing, leasing, property management standards, community participation and activities. Factor “F” will be weighted at 10%.
- G. Team qualifications and track record; demonstrated capabilities in executing projects of the type and magnitude proposed. Ability to work harmoniously with research, educational and governmental agencies. Factor “G” will be weighted at 10%.
- H. Other considerations as deemed appropriate by the HRTDC Board. Factor “H” will be weighted at 10%.

## **11.0 GENERAL TERMS AND CONDITIONS**

### **11.1 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 by HRTDC in cooperation with OGS does 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.

### **11.2 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.

### **11.3 Freedom of Information Law**

**Materials submitted pursuant to this RFP 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 and ESDC may agree to maintain confidentiality of such material(s) if requested. HRTDC and ESDC assume no responsibility for any loss or damage resulting from any determination pursuant to FOIL.**

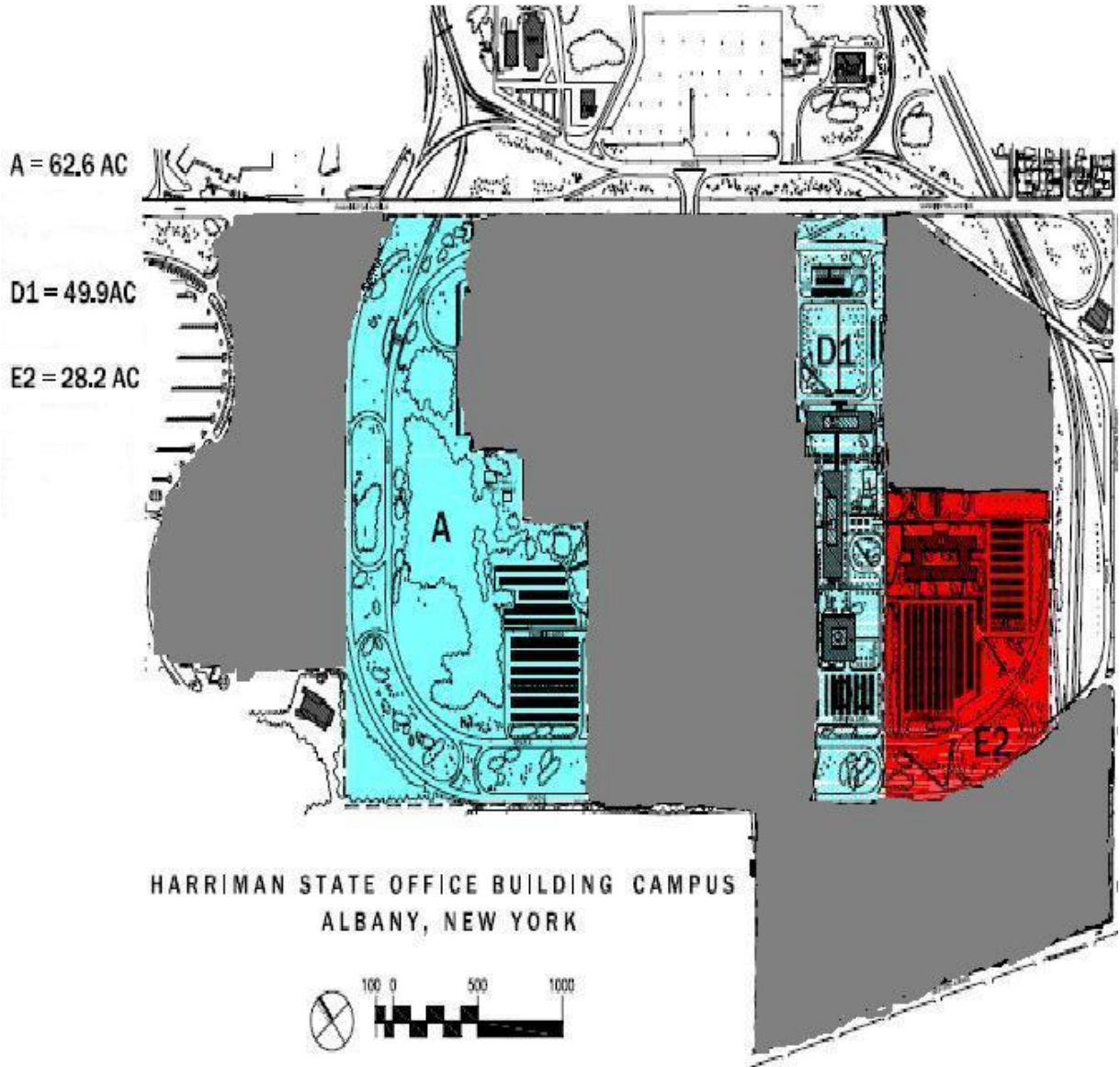
### **11.4 Ownership and Use of Idea Submissions**

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. To the extent that any information submitted by any respondent to this RFP contains copyright material, or material in which copyright is claimed or may be claimed by the respondent and/or any employee or consultant to respondent, such material shall be deemed a Work Made For Hire under the Copyright Act and all right, title and interest therein shall be owned by HRTDC, the consideration therefore being HRTDC's acceptance and review of the respondent's proposal.

## 12.0 ATTACHMENTS

<b>Attachment 12.1</b>	<b>Campus Development Parcelization Plan</b>
<b>Attachment 12.2</b>	<b>Harriman Aerial Photo/Location Map</b>
<b>Attachment 12.3</b>	<b>Campus Parking Locator</b>
<b>Attachment 12.4</b>	<b>Transportation Linkage Study</b>

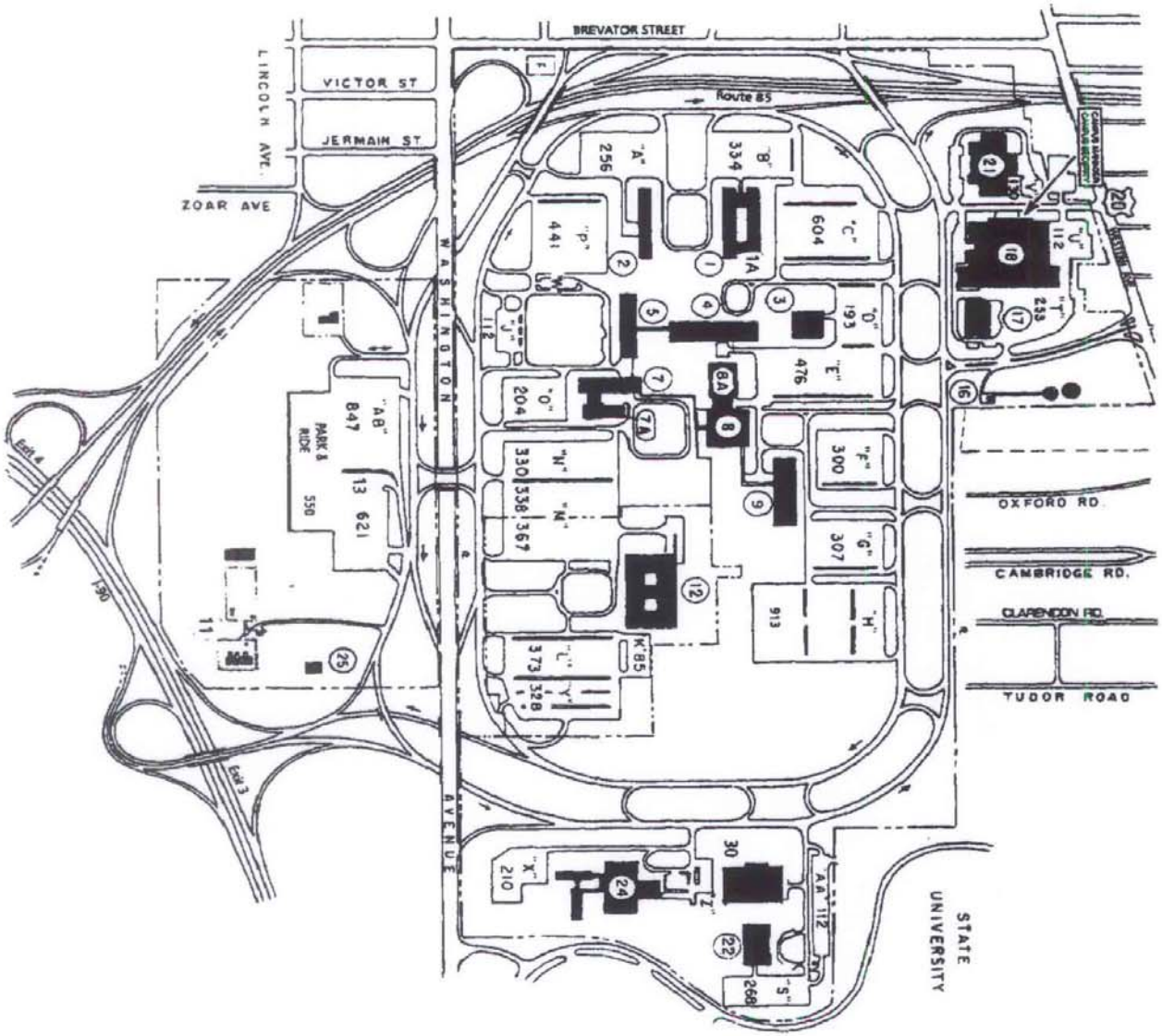
# Campus Development Parcelization Plan



# Harriman Aerial Photo/Location Map

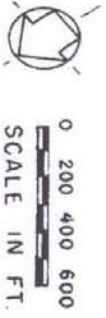


# Campus Parking Locator



BUILDING INDEX	
NO.	NAME
1-1A	CIVIL SERVICE
2	CORRECTIONAL SERVICES
3	CAFETERIA - CREDIT UNION
4	TRANSPORTATION
5	TRANSPORTATION ADMINISTRATION
7-7A	LABORATORIES - TRANSP - AG & MAR
8-8A	TAXATION & FINANCE
9	TAXATION & FINANCE ADMINISTRATION
11	ELECTRIC SUBSTATION
12	LABOR
13	BUS SHELTER
16	WATER SUPPLY PUMPING STATION
17	HEATING & REFRIGERATION PLANT
18	OGS - CRU/GRAPHICS - SURPLUS PROP
21	EDUCATION DEPT. - RECORDS CENTER
22	STATE POLICE-STATE EMERG. MGT. OFF.
24	STATE POLICE ACADEMY
25	ENVIRONMENTAL CONSERVATION
30	STATE POLICE FORENSIC INV. CENTER
18	CAMPUS MANAGER / CAMPUS SECURITY

F FIRE HOUSE



W. AVERELL HARRIMAN  
STATE OFFICE BUILDING CAMPUS  
ALBANY, NEW YORK



# Harriman Campus – University at Albany Transportation Linkage Study

Presentation to the Common Council  
Committee on Planning, Economic Development  
and Land Use

March 26, 2008

Richard Usas, HRTDC



## Study Goals

- Develop a vision for an integrated, multi-modal transportation system
  - Change auto oriented configuration
  - Complements urban setting
- Identify short and longer term transportation concepts
  - Higher end options may depend on Harriman



## Key Issues

- Harriman Ring roads:
  - Excellent connections to regional highway system
  - Isolating, confusing and safety issues
- Sea of parking – poor transit circulation
- Limited external pedestrian connections and access points
- Limited room for bicycles
- Limited internal connections between campuses
- Patroon Creek access limited to autos and outer ring road
- Potential for Harriman to redevelop into a live/work/play environment



## Study Principles

- Maintain access to the regional roadway network.
- Address pedestrian safety and accessibility issues on a site-specific level.
- Coordinate transportation improvements with land use improvements proposed in the Harriman Campus Master Development Plan and other local land use policies.




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## Overview of Proposed Short and Long Term Strategies

- Transit/Parking/TDM
- Non-Motorized
- Roadway Network
- Sources
  - Existing Conditions
  - Steering Committee meetings
  - Input from Two Public Workshops
  - Input from Harriman Master Development Plan Public Workshops



## Transit/Parking/TDM Concepts

- Establish a Transportation Management Association (TMA)
  - Supported by study area stakeholders
  - Guide the prioritization, funding and implementation of many of the projects and programs developed by this Study
  - Promote/support transportation demand management, transit, parking and other study area programs



## Concepts for Non-Motorized Network

- Improve signage and wayfinding
  - Identify safest and most direct routes
  - “Park and Walk”
- Create space for bikers and walkers
  - Continuous sidewalks and bike lanes
- Identify and support safe crossings
- Provide bike/walk infrastructure
  - Parking, street furniture, lighting



## Longer Term Implementation

- Investigate implementation opportunities for improvements
- Harriman Campus Development
  - Funding for higher cost projects
    - Terms of development
    - Mitigation/Impact funding
  - Re-examine priorities in conjunction with final redevelopment plans

## **13.0 EXHIBITS**

**The following exhibits are part of this RFP, and constitute terms and conditions of the RFP to the same extent as though they were set forth above in the body of the RFP document.**

**Exhibit A            Hold Harmless Agreement**

**Exhibit B            Certifications**

**Exhibit C            Additional General Terms and Conditions**

**Schedule A-1 Staffing Plan**

**Schedule A-2 Schedule of Minority/Women Owner Business Participation**

**Exhibit D            Policy Regarding Permissible Contacts , Offeror's Affirmation of and Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6) (b), State Law§5-a Compliance, Contractor Certification to Covered Agency - Form ST-220.**

**Exhibit E            New York State Standard Vendor Responsibility Questionnaire**

**EXHIBIT A**

**HOLD HARMLESS AGREEMENT**

IN CONSIDERATION OF Harriman Research and Technology Development Corporation ("HRTDC"), granting or obtaining permission for the undersigned (hereinafter called "Grantee") to visit the site described in Exhibit A to the Request for Proposals(hereinafter referred to as the "Premises") for the purpose of inspecting the Premises, Grantee hereby agrees to defend, indemnify and hold harmless HRTDC, the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESD"), the State of New York (the "State"), all agencies, departments and public authorities of the State, the New York State Office of General Services ("OGS"), the City of Albany (the "City"), and all agencies and departments of the City and their respective officers, members, directors, employees and agents, from and against any and all claims, actions, suits, judgments, causes of action, demand, losses, damages, liabilities, costs, charges and expenses (including, without limitation, bodily harm, personal injury, death and damage), whenever asserted and by whomever, resulting from, arising out of, or in any way connected with any site visits, inspections, use of occupancy of the Premises by Grantee or its employees, officers, contractors, subcontractors, invitees and agents howsoever the same may be caused or occasioned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

GRANTEE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATIONS**

The undersigned: recognizes that all information and material provided on or with this Information Regarding Qualifications and Financial Capability form and all other information and material submitted by the undersigned proposer in connection with its proposal and the Request for Proposals (“RFP”) are submitted for the express purpose of inducing the Harriman Research and Technology Development Corporation (“HRTDC”), a subsidiary of New York State Urban Development Corporation d/b/a Empire State Development Corporation (“ESD”), a corporate governmental agency of the State of New York (the “State”), constituting a political subdivision and public benefit corporation, to enter into contract negotiations with the undersigned; acknowledges that each of HRTDC, ESD, the State and the State’s agencies and instrumentalities may, each in its sole and absolute discretion, by any means which it may choose, determine the truth and accuracy of all statements made therein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted is true, accurate and complete.

By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies as to his or her own organization under penalty of perjury, that to the best of his or her knowledge and belief:

- (1) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The proposer hereby authorizes HRTDC, ESD, the State and their agents and instrumentalities to contact the proposer’s bank(s) and credit references and any other persons identified in its submission, including without limiting the foregoing, all persons and entities identified in its Information Regarding Qualifications and Financial Capability form and any financial information, in connection with the proposal, and any and all other persons identified in any investigation conducted by or on behalf of HRTDC, ESD or the State, and obtain release of pertinent financial and other information, as well as to obtain verification of information provided by or on behalf of the proposer.

Name of Proposer:

Signature of Officer:

Title:

Date:

## **EXHIBIT 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 20% 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.

ESDC standard insurance requirements will apply.

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

**EXHIBIT 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 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												
<b>TOTALS</b>												

**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:



## 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

## EXHIBIT D

### POLICY REGARDING PERMISSIBLE CONTACTS

#### HRTDC's Policy regarding Procurement Requirements:

##### **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 any 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, 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 contracts.

- 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 communication solely for the purpose of negotiating the terms of the final contract or contracts and any interim agreements in advance of the final contact of 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 the 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. Each respondent to the solicitation must submit a properly completed Contractor's Disclosure of Contacts form with its proposal.

- 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.

### 3. 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 provide the Corporation's 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.
- d. 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.

- e. 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 report such instance of employee misconduct to the Corporation's President.
- f. 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 an HRTDC employee in the implementation of this policy, then the General Counsel shall report such instance of employee misconduct to the Corporation's President.
- g. 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 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 appropriate.
- h. 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 offer'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 government entity, as defined in section (1)(a) of State Finance Law Section 139-j) made within the preceding four years.
- i. 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.
- j. 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.

- k. 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.
- l. 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.

#### 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

- a. 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 Contractor Disclosure of Contacts;
  - v. all records of contacts, Offerer disclosure of Prior Non Responsibility pursuant to State Finance Law Section 139-j made or submitted in accordance with said Section of the State Finance Law;
  - vi. 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;
  - vii. all determinations of responsibility or non-responsibility and other documentation of evaluations by or on behalf of the Corporation of responses to the solicitation;
  - viii. 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 to Sections 139-j and 139-k of the State Finance Law and State Tax Law 5-A. 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.

**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	



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

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 1 800 898-2931.

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:

- The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- 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).

**EXHIBIT E**

**NEW YORK STATE STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE**

<b>BUSINESS ENTITY INFORMATION</b>				
<b>Legal Business Name</b>			<b>EIN</b>	
<b>Address of the Principal Place of Business/Executive Office</b>			<b>Phone Number</b>	<b>Fax Number</b>
<b>E-mail</b>		<b>Website</b>		
<b>Authorized Contact for this Questionnaire</b>				
<b>Name:</b>			<b>Phone Number</b>	<b>Fax Number</b>
<b>Title</b>			<b>Email</b>	
<b>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)</b>				
<b>Type</b>	<b>Name</b>	<b>EIN</b>	<b>State or County where filed</b>	<b>Status</b>

<b>I. BUSINESS CHARACTERISTICS</b>	
<b>1.0 Business Entity Type – Please check appropriate box and provide additional information:</b>	
a) <input type="checkbox"/> Corporation (including	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 business?
g) <input type="checkbox"/> Other	Date Established
<b>If Other, explain:</b>	
<b>1.1 Was the Business Entity formed in New York State?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If 'No' indicate jurisdiction where Business Entity was formed:</b>	
<input type="checkbox"/> United States    State    _____	
<input type="checkbox"/> Other                      Country    _____	
<b>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</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
<b>If 'No' explain why the Business Entity is not required to be registered in New York State.</b>	
<b>1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

I. BUSINESS CHARACTERISTICS		
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? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>		<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. <input type="text"/>		
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 Enterprise (DBE)?		<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. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

<b>III. CONTRACT HISTORY</b>	
<b>3.0</b> 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

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
Within the past five (5) years, has the Business Entity or any Affiliate	
<b>4.0</b> been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1</b> been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.2</b> 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
<b>4.3</b> 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 action requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.4</b> agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.5</b> 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.	

<b>V. INTEGRITY – CONTRACT AWARD</b>	
Within the past five (5) years, has the Business Entity or any Affiliate	
<b>5.0</b> been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.1</b> 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
<b>5.2</b> 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
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.	

<b>VI. CERTIFICATIONS/LICENSES</b>	
Within the past five (5) years, has the Business Entity or any Affiliate	
<b>6.0</b> had a revocation, suspension or disbarment of any business or professional permit	<input type="checkbox"/> Yes <input type="checkbox"/>
<b>6.1</b> 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, for other than a change of	<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.	

<b>VII. LEGAL PROCEEDINGS</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>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?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.3 had a government entity find a willful prevailing wage or supplemental payment</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.4 had any New York State Labor Law violation deemed willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>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 environmental laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.6 other than the previously disclosed:</b> (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 administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>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.</b>	

<b>VIII. LEADERSHIP INTEGRITY</b>	
<b>NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)</b>	
<b>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 bids, proposals,</b>	
<b>8.0 a sanction imposed relative to any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>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 to truthfulness?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.3 a misdemeanor or felony charge, indictment or conviction for:</b> (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 documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.4 a debarment from any government contracting process?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>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.</b>	

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>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 any contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

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.

9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?  Yes  No

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.

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 than 90 days?  Yes  No

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.

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?  Yes  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?  Yes  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?  Yes  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?  Yes  No  
If “yes” did any audit reveal material weaknesses in the Business Entity’s system of internal controls?  Yes  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 at the time of any  Yes  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

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Printed Name of  
Signatory

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Title

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Name of Business

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Address

---

City, State, Zip

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Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_;

\_\_\_\_\_ Notary Public