NEW YORK STATE MWBE BUSINESS GROWTH ACCELERATOR (BGA) PROGRAM DESIGN AND IMPLEMENTATION FOR THE CAPITAL DISTRICT AND MOHAWK VALLEY REGIONS REQUEST FOR PROPOSALS

Release Date: NOVEMBER 1, 2024

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Respondents are prohibited from contact related to this procurement with any New York State employee other than the designated contacts listed below.

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Please send your submission to the following Dropbox link:
https://www.dropbox.com/request/3o9KP64SSxYVjdUMUjq6

This RFP is posted on the Empire State Development website:
https://esd.ny.gov/doing-business-ny/requests-proposals

Submission Deadline: On or before 2:00 PM EST on December 13, 2024

Late Proposals will not be accepted.

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I. INTRODUCTION

The mission of The New York State Urban Development Corporation d/b/a Empire State Development ("ESD") is to promote a vigorous and growing State economy, encourage business investment and job creation, and support diverse, prosperous local economies across New York State ("State" or "NYS") through the efficient use of loans, grants, tax credits, real estate development, marketing and other forms of assistance.

ESD's Division of Minority and Women's Business Development ("DMWBD") seeks to promote equality of economic opportunities for Minority-and-Women-Owned Business Enterprises ("MWBEs") and to eliminate barriers to their participation in State contracts. Specifically, the Division implements Article 15-A of the NYS Executive Law, which codifies the State's policy of supporting the participation of minorities and women on State contracts.

DMWBD's key objectives are:

1. To assist State agencies in providing equal opportunities to MWBEs and to increase their participation in State contracts;
2. To review applications by businesses seeking certification as an MWBE, and to maintain a directory of certified MWBEs; and,
3. To promote the business development of MWBEs through education and outreach to MWBEs, prime contractors, and NYS agencies and authorities.

DMWBD is calling for proposals from qualified vendors primarily in the Capital District and/or Mohawk Valley regions of New York State to assist with the execution of its 18-month Business Growth Accelerator ("BGA") Program. Qualified vendors from adjacent regions, Southern Tier, and North Country, are also welcomed to apply for the implementation of the program. The program aims to enter into procurement contracts with to up to two (2) upstate vendors, referred to as "Incubators," (awardees responsible for designing, implementing, operating, and reporting on the BGA Program) to help fund the delivery of this training program. Each Incubator must identify one (1) to two (2) of the above NYS upstate regions and work with the DMWBD to design and implement a cohort training program for approximately 25 or 50 NYS Certified MWBEs, with 25 MWBE firms located in each region. This strategic regional focus aims to engage MWBE firms primarily interested in serving Capital District and/or Mohawk Valley regions. The 18-month Program will consist of the outreach and recruitment of MWBE firms with a potential growth profile; the design and delivery of a business development curriculum to MWBE firms; and the creation and execution of a tailored "Business Growth Plan" for each firm. The Program will be supplemented by intensive mentoring, one-on-one coaching, and personalized technical assistance. Ultimately, the Incubator's goal is to ensure that participants secure a contract as a result of their direct participation in the program. For further details on the "Business Growth Plan," please refer to Section II, Definitions.

II. OVERVIEW

A. MWBE & SDVOB SUBCONTRACTOR INTEREST

New York State certified Minority- and/or Women-Owned Businesses ("MWBEs") and Service-Disabled Veteran Owned Businesses ("SDVOBs") may request that their firm's contact information be included on a list of MWBE and SDVOB firms interested in serving as a subcontractor for this procurement contract. The listing will be publicly posted on ESD's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS MWBE or SDVOB certification to BGA2024MVCR@esd.ny.gov. Nothing prohibits an MWBE or SDVOB Vendor from proposing as a prime contractor.

B. PROGRAM FUNDING

DMWBD has allocated funding to support high-quality BGA 3.0 programs across designated regions. The funding structure incentivizes performance while ensuring core program activities are adequately resourced.

1. Award Structure

The DMWBD award is structured as follows:

	CORE PROGRAM AMOUNT	MAXIMUM INCENTIVE PROGRAM AMOUNT	TOTAL AWARD AMOUNT
1 REGION COVERAGE	$175,000	$25,000	$200,000
2 REGIONS COVERAGE	$350,000	$50,000	$400,000

.

2. Funding Breakdown

The total funding awarded to each Incubator is divided into two distinct components:

a) Core Program Funds:

The core program funds cover essential costs for program design, implementation, marketing/outreach, curriculum delivery, one-on-one mentoring, networking events, and ongoing operational expenses.

b) Incentive Funds:

The incentive program funds **r**eward Incubators for achieving and exceeding specific program goals related to MWBE firm growth, contract wins, and overall program quality. Incubators can unlock this portion of the funding by demonstrating exceptional performance in key areas.
(See Program Metrics section for details).

c) Mobilization Funds:

To assist with initial operating costs at the beginning of the Business Growth Accelerator 3.0 (BGA 3.0) program, mobilization funds will be provided to participating Incubators following the issuance of a Notice to Proceed by Empire State Development (ESD). Incubators operating within one region will receive $25,000, while those managing two regions will be allocated $50,000. These funds are intended to cover early-stage program initiation costs, enabling Incubators to effectively set up and commence their training and support services for MWBE firms.

C. BGA Pre-Submission Conference:

To ensure a thorough understanding of the NYS MWBE Business Growth Accelerator (BGA 3.0) program requirements for Capital District and Mohawk Valley regions, the Division of Minority and Women's Business Development (DMWBD) will host a virtual pre-submission conference via Zoom and call-in on **November 19**, 2024, at 11:00AM. * Please RSVP to BGA2024MVCR@esd.ny.gov by 5PM on **November 18, 2024,** if you wish to attend the conference. DMWBD highly encourages all interested parties to participate and gain valuable insights into the program's goals and expectations.

D. DEFINITIONS

The following definitions are provided for clarification of terminology utilized within this RFP:

- **Adjacent Regions:** Adjacent regions to Capital District and Mohawk Valley include Southern Tier and North Country.
- **Business Growth Plan** – A thorough framework for company growth that includes objectives, strategies, and plans for achieving business growth goals.

- **Cohort –** Group of 25 firms located in a single region selected by the Incubator to participate in the training, services, and other activities offered by the Incubator, throughout the entirety of the BGA program.
- **Construction Consultants:** Includes architectural services; Civil engineering services; Construction engineering services; Engineering design services; Engineering services; Inspection services, building or home; General construction: management, scheduling, and cost estimation engineering, among others.
- **Construction Services (Horizontal)-** Highways & Roadways; Maintenance, Repair & New Construction Services including but not limited to highway, roadway, bridges, construction & maintenance, repair & materials: paving, striping, curbing aggregate, pipe, culvert, concrete, parking lots, paving and sidewalks.
- **Construction Services (Vertical) -** Building Construction; Rehabilitation & New Construction Services including but not limited to building construction, rehabilitation & major system rebuilds (construction, demolition, major repair or replacement of structures and structural systems), HVAC, electrical, roofing, elevators, (for routine repair and maintenance use Facilities, Maintenance, Repair & Building Operations)
- **Credit Growth –** The demonstrated ability of a firm to enhance its financial standing by securing business loans, establishing lines of credit, improving the owner's credit score, or increasing the likelihood of loan approval from lenders.
- **Division of Minority and Women's Business Development ("DMWBD") –** A Division under the Empire State Development Corporation responsible for administering New York State's MWBE program.
- **Dollar Amount of Increased Sales** – Dollar amount of increased sales reported by the businesses for the reporting quarter.
- **Expanded Employment** –The creation of new positions or hiring of new talents to continue alignment with business growth. The number of employees hired. Part-time employees must be entered as .50.
- **Graduating From the Program:** Graduation means the successful completion of the formal BGA 3.0 program by a participating MWBE firm. *(Please see criteria for successful graduation below)*
- **Incubator** – Awardees responsible for the design, implementation, operation, and reporting of the BGA program. These may include colleges or universities, community-based non-Profit organizations, or public/private organizations.
- **Jobs Retained** – Number of positions kept with no reduction in overall employment from the time the participating business-initiated engagement in the BGA program.
- **Key Performance Indicators ("KPIs") –** Critical (key) indicators against which progress will be measured toward an intended result. KPIs provide a focus for strategic and operational improvement, create an analytical basis for decision-making, and help focus attention on targeted goals.
- **Matching Dollars/Matching Funds** – The dollar amount contributed by the Incubator for the BGA program. This match may not be paid by State funds, must come from non-state sources, and may not include enrollment fees. These costs are to be funded by the operator or a partner as cash or in-kind contributions. The selected Incubators are required to contribute a match in an amount no less than 20% of the amount of funding provided by DMWBD. See Section VI for further information on requirements.
- **Minority and/or Women-owned Business Enterprise ("MWBE")** – A business that has been certified by the Division of Minority and Women's Business Development as meeting all eligibility requirements set forth by NYS Executive Law Article 15-A. For more information on the NYS MWBE certification process visit: https://esd.ny.gov/doing-business-ny/mwbe/mwbe-certification-assessment#step-2-criteria
- **Mobilization Funding** – Initial payment made to the Incubator at the beginning of the program to cover program initiation costs.
- **Pre-assessment –** Incubators will be required to evaluate the businesses participating in the BGA to determine skills and training needs, areas of interest, and preferred learning environments.
- **Post-assessment** – Incubators will be required to evaluate the businesses that participated in the BGA program to determine their progress and the benefits of their participation. The Incubator will perform a comprehensive examination of businesses to establish benchmarks for business operations, financial/accounting, sales, marketing, and management.

- **Success Story** – A firm that has demonstrated achievements in business growth, through securing contracts (public or private), expanding its workforce, improving its credit status, securing a business loan, establishing a line of credit, and creating strategic alliances that lead to tangible results, expansion in equipment, relocation to facilities for expanded business operations, and/or implementation of acquired technical skills/techniques that lead to tangible results.
- **Partner Agency:** New York State agency or authority that supports the BGA program.
- **Semiconductor Fab:** Factory or facility where semiconductors are made.
- **Semiconductor fab construction Trades:** Include, but are not limited to heating, ventilation, and air conditioning (HVAC), skilled electricians, pipefitters, orbital welders, clean room constructors, etc.

III. SCOPE OF WORK

A. Program Structure

The Incubator's proposed program shall be designed and structured to be dynamic, responsive, and comprehensive, to address the multifaceted needs of MWBEs in the one (1) or two (2) regions to be covered. The Incubator must ensure that the program-focused industries, curriculum, and MWBE selection criteria are tailored to the current market environment, ensuring that the program remains relevant, effective, and capable of producing substantial outcomes for its participants.

1. Extended Program Duration

The program's overall duration will be 18 months. This extended duration allows all Incubators to build in more flexibility for comprehensive engagement throughout the program. The Incubator's proposed training approach should be designed to align with, but is not limited to:

- Need for enhanced 1-on-1 consultations and technical assistance for participating MWBE needs.
- The specific needs and requirements learned from strategic agency partners, regional economic development trends, technological advancements, and the evolving needs of state agencies.
- Post-program reporting, ongoing engagement, and follow-up with participating firms.

2. Capital District/Mohawk Valley Region Focus

In response to the unprecedented investments in upstate New York, the Business Growth Accelerator 3.0 (BGA 3.0) program is specifically designed to prepare MWBE firms primarily in Capital District and Mohawk Valley regions, for a leading role in upcoming infrastructure and economic development projects. With a significant emphasis on construction-related work, particularly in semiconductor fab construction, BGA 3.0 aims to equip local MWBE firms with the necessary skills, networks, and resources to thrive in these expansive markets. This strategic focus will ensure these firms are well-prepared to meet the growing demands of the region's burgeoning sectors and contribute effectively to the region's economic vitality.

3. Program Targeted Industries:

The DMWBD requests that each Incubator focus their proposed program on construction industry, but it also encourages Incubators to target semiconductor fab construction trades. This targeted approach allows for a more tailored and effective training and support mechanism, addressing the specific challenges and opportunities within these industries.

The two (2) industries and trades of focus includes:

- **Construction industry, including construction consultancy services**
  This includes the following construction sectors:
    - Construction horizontal services, and construction consultant firms
    - Construction vertical service firms, and construction consultant firms.

- **Semiconductor Fab Construction and Expansion Related Trades**
  The DMWBD encourages applications that target MWBEs in the semiconductor fab construction and expansion-related trades. The DMWBD's objective is to establish the BGA Program as an integral component of the semiconductor industry expansion in New York State. BGA Program's focus will be on the readiness of construction aspects of fab buildouts by connecting certified and qualified growth-oriented MWBEs to upcoming large-scale projects.

  Industries/trades for semiconductor fab construction buildouts include but are not limited to: electricians, mechanical workers, welders, orbital welders, pipe fitters, carpenters, tool calibration, and general construction (clean rooms).

  The Incubator should make their industry/trade selection in consideration of the following criteria, but not limited to:
    - The forecasted needs of state agencies, contractors, and the private sector in the respective NYS region(s). *See ANNEX A forecasted BGA 3.0 Partner State Agencies Industries/Trades with higher procurement opportunities.*
    - Alignment with the regional development and infrastructure contracting priorities to position the BGA program as a skilled MWBE pipeline to state and private firms operating in the region, and to ensure access to current and future contracting opportunities by participating firms during the program period.
    - Establishment of formal and informal partnerships with key stakeholders, including NYS agencies, in the respective NYS region(s) to maximize BGA 3.0 participation in contracting opportunities.

B. State Agency and Authority Targeted Trades

The DMWBD will encourage New York State agencies and authorities to participate in BGA 3.0 to increase MWBE utilization in targeted trades.

Please see Annex A for a listing of the targeted trades.

New York State agency and authority participation may include but is not limited to outreach and recruitment support, networking and matchmaking events and mentorship.

C. Customized Training Modules

The DMWBD requires Incubators to employ a customized training system, tailoring content to suit the firm's size, experience level, and revenue bracket. This ensures that the training is relevant and impactful for each participating business, catering to their unique development stage and specific needs.

The Incubator's proposed training should take into consideration the following criteria for MWBEs:

- **Potential for Growth:** MWBE's business profile and strong comparative advantage to compete and win current and future state agency and authority contracting opportunities in the region and during the program duration.
- **Project Experience Level**: MWBEs with project experience through public and/or private contracts valued at a minimum of $500K to $5M maximum.
- **Business Revenue Level:** MWBEs with business revenue levels of a minimum of $500K to $5M maximum.
- **Rigorous Selection Criteria and Initial Assessment:** This would help ascertain the participating MWBE's strong interest and commitment to the program.

D. Program Curriculum Content

The Incubator's proposed training curriculum should focus on pragmatic skills required to successfully scale up participating MWBEs in their respective industry. The curriculum should ensure knowledge gains and hands-on experience, where applicable, with market trends and feedback from partner agencies and clearly define key performance indicators (KPIs) of success. Key areas of focus include, but are not limited to:

1) Business Administration and Operational Capacity:

The Incubator's program in Business Administration and Operational Capacity is designed to thoroughly examine and strengthen a firm's foundational and functional areas. This comprehensive approach aims to equip companies with the necessary skills and knowledge to navigate the complex landscape of business operations. Training will cover essential administrative functions, such as the effective management of contract funds, ensuring meticulous monitoring and evaluation of work performance and adhering to contract and grant reporting requirements.

The Incubator's assistance extends to a detailed SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis, enabling firms to gain a holistic understanding of their operational landscape. This analysis serves as a critical tool for identifying areas for improvement and potential growth avenues. Furthermore, the program emphasizes the importance of leveraging advanced industry tools and technologies, such as Building Information Management ("BIM"), eSub, Premier, and Contractor Foreman. These resources are instrumental in addressing the identified challenges, enhancing operational efficiency, and ultimately increasing the success rate of securing contract opportunities. The adoption of best practices within the industry is also a key focus, ensuring firms are well-positioned to navigate the complexities of their operational environment.

2) Procurement Processes and Responsiveness:

The Incubator's training component on Procurement Processes and Responsiveness is tailored to demystify the procurement landscape, particularly within New York State Agencies and Authorities. This segment aims to bridge the knowledge gap in procurement processes, offering insights into the best practices for securing contracts and grants. By identifying current and future opportunities, the program helps firms develop strategic response plans that enhance their competitiveness in bidding processes.

Enhancing the firm's procurement systems through the adoption of industry-standard procurement applications is another critical aspect. This enhancement, coupled with the development of human capabilities, is designed to boost firms' responsiveness to various contracting opportunities, both with private entities and NYS Agencies and Authorities. This proactive approach ensures that firms are not only aware of potential opportunities but are also equipped to respond effectively and efficiently.

3) Financial & Accountancy Literature Competency and Systems Proficiency:

This component of the Incubator program is focused on assessing and elevating the financial acumen of participating firms. Training encompasses a broad spectrum of financial topics, including the interpretation of financial statements, managing operational cash flows, and crafting detailed cash flow projections. This educational endeavor aims to foster a deeper understanding of financial principles, enabling firms to make informed decisions that bolster their financial health.

The program also dedicates resources to enhancing proficiency in financial and accountancy software and tools, ensuring that firms can efficiently manage their financial operations. Participants will receive assistance in developing comprehensive financial plans, which are integral components of their Business Growth Plans. These plans, encompassing both short-term (12 months) and mid-term (3 years) financial strategies, are designed to guide firms in scaling their operations, achieving market growth, and securing ongoing capital investment and operational funding.

- **Access to Capital:** Access to Capital training offers guidance on navigating the complex landscape of funding resources available through Empire State Development, the Small Business Administration ("SBA"), local lenders, and various grant programs. This crucial support is aimed at empowering firms to secure the necessary capital to fuel their growth and expansion efforts.
- **Insurance/Bonding:** The Insurance/Bonding guidance provided by the Incubator addresses the essential needs for business insurance and surety bonding. This support extends to navigating the technicalities of insurance resources, ensuring that firms are adequately protected and compliant with industry requirements.

4) Marketing, Advertising, and Branding:

This curriculum segment focuses on dissecting the intricate differences between marketing, advertising, and branding. The Incubator aims to deepen participants' understanding of these concepts, improving their application in business strategies. It involves assessing the effectiveness of a firm's current marketing and branding efforts and identifying opportunities for enhancement, particularly in dealings with public and private entities.

The Incubator will also guide participants on brand perception management, including strategies for building, maintaining, or changing perceptions of their brand image among NYS Agencies, Authorities, and other stakeholders. Establishing processes for gauging public and private perceptions about their firm is a key part of this training.

5) Relationship Maintenance and Partnership Development:

The Relationship Maintenance and Partnership Development segment of the Incubator program is designed to enhance the ability of participant firms to forge and sustain productive relationships within the broader industry ecosystem. This segment goes beyond mere networking, emphasizing the strategic cultivation of partnerships that can lead to mutual growth and success. Potential areas of focus of this critical component include, but are not limited to:

- **Strategic Relationship Building:** This area of focus teaches participants the importance of strategic thinking in building relationships. Rather than pursuing connections haphazardly, firms are guided to identify and engage with partners that align with their strategic goals and values. This includes mapping key stakeholders within the industry, such as suppliers, subcontractors, regulatory bodies, and potential clients, and developing targeted strategies to engage with these entities.
- **Effective Communication Skills:** Communication is at the heart of relationship maintenance and partnership development. It emphasizes the development of effective communication skills, enabling participants to clearly articulate their value proposition, listen actively to potential partners, and engage in meaningful dialogue that fosters trust and mutual respect. Training covers various communication channels, from in-person meetings and networking events to digital communication platforms, ensuring participants are adept at navigating today's multifaceted communication landscape.

- **Relationship Monitoring and Evaluation:** To ensure the longevity and productivity of business relationships, firms must be adept at monitoring and evaluating the health of these connections. The Incubator teaches participants to establish KPIs for relationships, such as the frequency of communication, collaborative projects undertaken, and mutual business generated. These metrics allow firms to assess the effectiveness of their relationship management strategies and make informed adjustments as needed.
- **Conflict Resolution and Negotiation:** In any partnership, conflicts may arise. The Incubator prepares participants to handle such situations with poise and professionalism. Training includes conflict resolution techniques that emphasize empathy, active listening, and finding mutually beneficial solutions. Additionally, negotiation skills are honed, equipping participants with the ability to navigate agreements and contracts effectively, ensuring that both parties' needs and expectations are met.
- **Networking and Community Engagement:** Building a robust network within their industry ecosystem and beyond is critical for business growth. The program encourages active participation in industry events, forums, and discussions, facilitating opportunities for firms to connect with peers, mentors, and potential partners. Community engagement strategies are also explored, with a focus on building a positive brand presence and contributing to the industry's overall development.
- **Leveraging Technology for Partnership Development:** In today's digital age, technology plays a vital role in relationship maintenance and partnership development. Participants learn how to utilize digital tools and platforms, such as CRM (Customer Relationship Management) systems, social media, and professional networking sites, to nurture and expand their networks. This includes strategies for digital outreach, content marketing, and online brand positioning to attract and engage with potential partners.
- **Long-term Partnership Strategy:** Sustaining long-term partnerships requires a forward-thinking approach. This curriculum component guides participants in developing long-term partnership strategies that consider the evolving needs and goals of both parties. This involves regular review meetings, collaborative goal setting, and the exploration of new opportunities for joint ventures or projects that can drive shared success.

6) Project Management:

The Project Management component of the Incubator's curriculum is meticulously designed to elevate the project management skills of participants, enabling them to navigate the complexities of managing construction projects and similar endeavors within their industry. This advanced training focuses on a broad spectrum of essential project management disciplines that are critical for the successful delivery of projects. Potential areas of focus of this main component include, but are not limited to:

- **Comprehensive Project Planning:** Participants are trained in the art and science of comprehensive project planning. This includes the development of detailed project plans that clearly outline the scope, objectives, and deliverables of a project. Effective project planning also involves the identification of required resources, including manpower, materials, and financial resources, to ensure that projects are completed within budget and on schedule.
- **Schedule Management:** A core focus of the training is schedule management, which involves the creation, optimization, and monitoring of project timelines. Participants learn how to develop realistic schedules that account for all phases of a project, from initiation to completion. Training includes techniques for adjusting schedules in response to project developments or unforeseen challenges, ensuring that projects remain on track.

- **Budget Management:** Budget management training equips participants with the skills needed to estimate costs accurately, allocate resources efficiently, and control project expenses. This segment emphasizes the importance of financial planning and monitoring, enabling participants to keep projects within budget while maintaining quality and meeting project specifications.
- **Risk Management:** Risk management is an essential component of project management training, focusing on identifying, assessing, and mitigating potential risks that could impact project outcomes. Participants learn strategies for proactive risk identification, evaluation of risk impact, and the implementation of effective risk mitigation plans to safeguard project success.
- **Regulatory Compliance and Personnel Management:** Ensuring compliance with relevant regulations and managing project personnel effectively are key aspects of the training. Participants are guided on navigating the regulatory landscape, understanding compliance requirements, and implementing best practices for legal and ethical project execution. Additionally, the curriculum covers strategies for leading and managing project teams, including communication, conflict resolution, and team motivation techniques, to enhance team performance and project outcomes.
- **Application of Industry Tools and Technologies:** The incorporation of industry-specific tools and technologies into project management practices is another critical focus area. Participants are introduced to the latest project management software, tools, and methodologies, such as agile and waterfall models, which are relevant to their industry. Training includes hands-on sessions on how to utilize these tools for project tracking, documentation, and stakeholder communication, enhancing efficiency and productivity.
- **Quality Control:** Quality control measures are essential for ensuring that project deliverables meet or exceed stakeholder expectations. The training covers techniques for setting quality standards, conducting quality assessments, and implementing continuous improvement processes. Participants learn how to integrate quality control into every stage of the project lifecycle, from planning to execution and closure.
- **Stakeholder Engagement and Communication:** Effective stakeholder engagement and communication are vital for the success of any project. The curriculum emphasizes the importance of developing and maintaining strong communication channels with all project stakeholders, including clients, team members, suppliers, and regulatory bodies. Participants are taught how to craft clear, concise, and effective communication strategies that ensure transparency, foster collaboration, and facilitate the successful delivery of projects.

E. Training Curriculum Delivery:

1) Training Sessions

- **Training Duration:** Incubators are required to deliver the training sessions within eight months (8) following completion of the outreach and recruitment of regional cohort participants. Incubators will have up to three (3) months of outreach in order to identify, recruit, assess, and onboard eligible participating firms to the program. This will help build flexibility and maximize participants' engagement and interest in the program during the entire program duration.
- **Session Duration:** Training duration can be of any length and is at the discretion of the Incubators. However, we highly encourage Incubators to provide shorter learning modules (i.e., one to two-hour sessions) to facilitate participants' engagement and interests.

2) Delivery Modes and Methods

The Incubator will offer delivery modes below, in combination with or in addition to the utilization of innovative delivery methods to support and enable learning.

- **In-person:** Regional Incubator programs shall incorporate in-person delivery methods. No program can be delivered entirely virtually. Delivery methods for in-person curriculum delivery include but are not limited to lectures/presentations, demonstrations, seminars, workshops, and other activities. Incubator trainers must be dynamic, and engaging, and have effective presentation and interaction skills to motivate participating MWBEs. Incubators must also offer a safe and accessible learning environment to meet the participants' needs during in-person training sessions.
- **One-to-One Training and Coaching**: Concentrated focus on individualized one-on-one coaching to identify the skills and resources participants need for business growth. Each participant firm is to receive 75 to 100 hours of consultation, proportionate to what is needed and contingent on the results of the Business Growth Plan. (*View Appendices A and B*); and
- **Self-paced:** Some delivery methods that could be used in self-paced delivery mode are print-based, computer-based (online learning), audiovisual, video, and/or teleconferencing. This provides participants with a selection of materials to suit their learning styles and to maximize engagement, interest, and learning outcomes.
- **Blended learning:** Combining in-person classroom methods with e-learning activities to form an integrated instructional approach, blended learning provides a flexible learning environment, while also allowing learners to benefit from group work and in-person instruction and information delivery. Some delivery methods that could be used in blended-learning delivery modes can include but are not limited to lectures/presentations, instructions, demonstrations, seminars, and activities, print-based, computer-based (online learning), audiovisual, video, and/or teleconferencing.

3) Technology Use

- The Incubator shall submit a detailed description of the proposed technology/system to be utilized in the performance of the program along with its benefits, how it will be used by the participating firms, and the technician(s) who will operate the system(s).

F. Post-Curriculum Delivery And Implementation Support:

- Following the curriculum training, the Incubator must continue regular check-ins and monitoring, one-on-one mentoring, coaching, technical assistance, and networking opportunities aligned with the implementation of the business growth plan.
- Additional post-curriculum delivery and implementation support and training, when warranted and or upon request by the DMWBD, from mentors and the instructor team shall be offered.
- Further post-curriculum delivery and implementation support will be provided for the successful execution of contract awards as a result of direct participation in the program. After three (3) consecutive failed bids, the Incubator shall assist with reviewing the participant's bid responses and provide corrective actions for future bids, if appropriate.
- By the end of the program, each participant must be provided a "Business Growth Plan" tailored to each business-specific objective and focused on increasing sales and growth.

G. Conduct a study of opportunities in region(s)

As part of their responses to the BGA Program request for proposal (RFP), Incubators are required to demonstrate their comprehensive understanding of upcoming contracting opportunities in their designated region(s). These contracting opportunity timelines should align with the BGA 3.0 implementation timeline to increase their access to participating MWBEs during the execution of the program.

Additionally, during the BGA program cycle, the Incubator should collect, maintain, and share with participants New York State, and private resources for contract opportunities. This includes but is not limited to the New York State Contract Reporter, state and city agencies, authorities, and municipalities' contracting portals, and other contract opportunity sources. Contracting opportunities must be shared with respective program participants based on need and scope of services alignment.

H. Networking and Matchmaking Events

The program networking and matchmaking events aim to create platforms for collaboration, partnership, and real business opportunities, essential for practical growth and success.

1) Regional Incubator Led Networking And Matchmaking Events

   The Incubator's program proposal should include mandatory quarterly networking and matchmaking events throughout the program period. These events will be geared at connecting MWBEs with state agencies and prime contractors and facilitate relationship building with industry experts and entrepreneurs in primarily their designated region(s). Events in adjacent regions may be permitted.

   Regional Incubators are free to organize these events at their discretion or jointly with another regional partner, state agency, or private firm.

2) DMWBD Organized Events

   Regional Incubators will be encouraged to attend DMWBD-led events in the Capital District, Mohawk Valley and adjacent regions, including but not limited to matchmaking events, MWBE Regional Expos, and the MWBE Forum. The DMWBD-led events cannot be used as a replacement for Incubator-led required events. The DMWBD will share upcoming matchmaking and networking event information with the Incubator to facilitate their attendance.

3) Participation in Other Relevant Stakeholders' Events

   Incubators are also encouraged to join other relevant public and private partners' networking and matchmaking events occurring in the region(s) during the program duration. It will be incumbent upon the Incubator to promptly identify and share such events with its program participants.

I. Participants Selection and Criteria

Incubators must develop and execute a multi-faceted strategy along with a well-defined process for identifying, attracting, and selecting growth-oriented certified MWBE firms for the designated region(s) of their program. This process should include, but is not limited to:

1) Targeted Firm Identification:

- **Primarily Focus on firms with physical locations in the Capital District and Mohawk Valley regions:** It is imperative that Incubators focus on identifying and engaging MWBE firms that have physical locations in Capital District and/or Mohawk Valley regions. Incubators may be permitted to identify and recruit a limited number of participants from adjacent regions (Southern Tier and North Country). This strategic emphasis on local firm engagement will enable MWBEs to directly participate in and benefit from upcoming opportunities, thereby ensuring that growth and development are both inclusive and regionally focused. This approach will enhance the alignment of MWBE capabilities with the significant projects slated for these regions, driving meaningful participation and impactful outcomes.

- **Demonstrate the Direct Alignment with Opportunities:** Instead of simply "reverse engineering," the Incubators must emphasize a proactive focus on matching MWBE capabilities with the specific industry/trade needs arising from the forecasted contracting opportunities from state agencies and private sector entities. This targeted approach will ensure a direct supply-demand connection for better program outcomes.

- **Leverage a Comprehensive Data-driven Approach:** Incubators are encouraged to utilize available databases (e.g., MWBE directories, industry association listings, procurement records) to create targeted lists of firms with the skills and capacity to participate in the regional program.

- **Maximize DMWBD Support:** The DMWBD will provide Incubators with available data to the extent possible. However, the Incubator should not rely on the DMWBD to identify and engage with potential MWBEs for participation in the program.

2) Comprehensive Marketing and Outreach Strategy

- **Leverage Diverse Communication Channels:** Incubators must clearly articulate how their marketing and outreach strategy will go beyond standard channels (website, emails). This would include, but is not limited to, building partnerships with MWBE advocacy organizations, industry-specific events, and the use of localized and culturally sensitive outreach methods in their designated region(s). Outreach to adjacent regions may be permitted.

  Within reason, DMWBD will review and provide feedback to Incubators' marketing and outreach efforts. However, Incubators are ultimately responsible for targeting and engaging certified, qualified MWBEs with growth potential in the program.

- **Articulate a Strong Value Proposition:** Incubators should not just promote the program, they should clearly state:

  - How the BGA 3.0 Program specifically aligns with the pain points and growth aspirations of target, certified MWBEs in the region.

  - Highlight the success stories from past BGA cohorts to provide powerful examples of the potential impacts of the program on their business. (*Please see ANNEX C on BGA 2.0 Results and Accomplishments.)*

3) Rigorous Participant Selection Criteria:

- **Growth Mindset Assessment:** Incubators must ensure to expand their potential MWBEs' assessment beyond "interest" and "commitment" This includes, but is not limited to evaluation tools to gauge a firm's:
  - Openness to coaching and implementing new business practices in the selected industries.
  - Defined growth goals and a basic plan to achieve them within the program timeline.

- **MWBE Capacity Evaluation:** Incubators must consider targeted MWBEs' current staffing, financial resources, and technological readiness. The goal is to select those positioned to commit to and handle the increased workload that the BGA Program would bring.

- **MWBE Industry and Opportunities Alignment Check:** Incubators must explicitly state the need to verify that targeted/potential MWBE firm's primary business activity falls within a sector/industry that aligns with the Incubator's identified contracting opportunities in the designated region(s).

J. Participants Graduation Requirements and Criteria

The DMWBD defines graduation as the successful completion of the formal BGA 3.0 program by a participating MWBE firm. This milestone is achieved when the firm has completed the following, but not limited to:

1) Participation Requirements

Participating MWBE firms must meet participatory requirements set forth by the regional Incubator at the beginning of the program. MWBE firms must have actively engaged in and completed all core program components, including training sessions, mentoring, networking events, and required milestones as defined in the program schedule.

2) Demonstrated Progress

Participating MWBE firms must demonstrated progress by the end of the program. They must show measurable improvement in their business capabilities, such as:

- Enhanced business plans
- Improved financial health
- Increased capacity for bidding on and securing contracts
- Development of a sustainable growth strategy

3) Fulfilled Reporting Obligations

Participating MWBE firms must fulfill reporting obligations as required by the Incubator. They must provide all necessary documentation and data to the Incubator and DMWBD, including progress reports, evaluations, and post-program surveys.

Graduation does not signify the end of the Incubator's relationship with the firm. Rather, it marks the transition to post-graduation support services, which aim to further foster the MWBE's growth and success. These services can include continued mentorship, networking opportunities, and specialized assistance to leverage the skills and connections gained during the program.

4) Key Points for Incubators:

Incubators must define graduation and set clear expectations for participants and DMWBD, while emphasizing the ongoing commitment to MWBE growth and development beyond the formal program period.

- Graduation criteria should be clearly communicated to participating firms at the start of the program.
- Incubators are responsible for tracking firms' progress and determining their eligibility for graduation.
- Graduation is a celebratory achievement that acknowledges the hard work and dedication of both the MWBE firm and the Incubator.

K. BGA Program Staff Plan:

The Incubator's proposal must include a comprehensive description of the regional program staffing/execution team to ensure the successful implementation of the BGA Program. The Incubator must address the following points below

in a thorough and well-structured manner to demonstrate their preparedness and ability to effectively execute the BGA Program.

Key requirements include:

1) Principal Servicing Office:
    - Identify the location of the principal servicing office responsible for project implementation with at least one (1) to two (2) regions covered.
    - Explain the rationale behind the office's location, considering accessibility for target businesses and proximity to relevant resources.
2) Team Composition:
    - Provide a detailed organizational chart illustrating the hierarchy and interrelationships of all program staff (including potential consultants).
    - Include resumes or CVs for key personnel, highlighting relevant experience, qualifications, and track records of success.
3) Key Personnel:
    - Designate specific key personnel and outline their distinct roles and responsibilities within the BGA program.
    - Quantify the expected time commitment (e.g., percentage of full-time equivalent, hours per week) of each key team member.
    - Develop and present a clear plan for task allocation, progress monitoring, and performance evaluation of key personnel.
4) Technical Capabilities:
    - Inventory existing technical resources (software, communication platforms, etc.) available to the team.
    - Explain how these tools will be used to streamline communication, outreach, and service delivery to target businesses.
    - If necessary, outline a plan for acquiring additional technical capabilities deemed essential for the program's success.
5) Scope of Work Delivery:
    - Create a detailed work structure that maps the Scope of Work to specific team members and timelines.
    - Describe the strategies for ensuring seamless collaboration and effective handoffs between personnel to maintain program continuity.
6) Experience, Innovation, and Performance:
    - Highlight past successes of the Incubator or its key personnel in delivering similar services to minority and/or women-owned businesses.
    - Discuss innovative approaches or methodologies the team will employ to enhance the BGA program's effectiveness.
    - Define specific performance metrics (KPIs) that will be used to track and measure contract success across all areas (enrollment, data collection, training delivery, etc.).

IV. POST COHORT/GRADUATION IMPLEMENTATION SUPPORT:

The success of the BGA Program extends beyond the formal cohort duration. Incubators must demonstrate that post-graduation support is not simply an afterthought but an integral part of their regional program design to maximize the program's impact on

MWBE growth. Thus, Incubators must demonstrate a robust plan for ongoing support and collaboration with participant firms after they graduate to ensure the program's long-term impact and sustainability. This includes, but is not limited to:

1) Structured Follow-Up and Reporting:

- Incubators will be required to submit a detailed post-graduation and follow-up report three (3) months after cohort graduation. This report should describe:
    - Specific successes achieved by graduate firms (e.g., new contracts secured, increased revenue, jobs created).
    - Continuing challenges faced by participating firms (or specific MWBEs) and identify areas where further support is needed, and who/where they could access such additional support, if available.
    - Engagement strategies used by the Incubator to maintain relationships with graduate firms.
- Reporting templates will be provided by DMWBD to ensure consistency and ease of analysis. Incubators are encouraged to share their feedback on the provided template. The DMWBD will update and share the revised templates with all Incubators.

2) Tailored Support Services:

Incubators should outline potential support services to be offered post-graduation. This could include, but is not limited to:

- Continued mentorship and advisory services.
- Facilitated networking opportunities with potential clients and partners.
- Access to specialized workshops or training addressing emerging needs.
- Assistance with navigating procurement processes and bid preparation.

3) Alumni Network Development:

Incubators are highly encouraged to propose strategies for fostering a strong alumni network whether DMWBD-led or Incubator-led. The alumni network objective is to provide a platform for peer-to-peer support, knowledge sharing, and the potential for future collaborations among BGA graduates.

4) Collaboration with DMWBD:

Incubators are encouraged and advised to work closely with DMWBD to leverage available resources and potentially coordinate centralized support initiatives for BGA alumni across regions throughout the program duration and post-graduation period.

V. PROGRAM EVALUATION AND REPORTING

The Incubator program evaluation and reporting is critical for ensuring the program's success and accountability. The DMWBD outlined the following mechanisms for monitoring performance and communicating progress essential for continuous improvement and transparency. This includes, but is not limited to:

A. PROGRAM REPORTING STRUCTURE

The reporting structure is designed to provide a comprehensive and dynamic view of the program’s performance, ensuring that all stakeholders remain informed and engaged in the program's progress. This approach not only aids in identifying areas for improvement but also highlights successes and best practices that can be replicated or scaled across other regional programs, if possible. This includes:

1) Enhanced Reporting Mechanisms:

To ensure greater transparency and accountability, Incubators must implement a robust reporting mechanism to facilitate clear communication regarding the program's progress and challenges. The Incubator reporting mechanism must be clearly defined in the program proposal.

2) Weekly Program Progress Reporting:

Regional Incubators must provide weekly updates on program progress. These updates will be communicated in weekly meetings with their lead Business Development Unit (BDU) BGA program manager. This frequency in reporting ensures that any issues or deviations from program plans are quickly identified and addressed.

3) Quarterly Results and Milestone Reporting:

In addition to weekly reports, regional Incubators will be required to provide in-depth quarterly program reports. These reports will cover the progress made, results achieved, and challenges faced during the quarter. They will also include remediation plans where necessary. These reports will be submitted along with their reimbursement request packages, linking financial aspects with performance outcomes. (*See APPENDIX A BGA Program Report and Milestones Schedule).*

4) Complaints and Class Cancelations

- Incubator will also immediately provide any feedback regarding applicants' complaints, and work collaboratively with the DMWBD to address/remedy the situation.
- If the Incubator's MWBE enrollment is low (below the minimum requirement of twenty-five (25) for one region or fifty (50) for two (2) regions), the Incubator shall notify the DMWBD prior to the course date.
- The Incubator shall have the right to remove any non-compliant/committed participants upon notification and approval of the DMWBD, should they fail to remediate the situation.

B. PROGRAM REPORTS CONTENT AND INFORMATION

Incubators must submit detailed quarterly reports that provide a comprehensive overview of program activities, progress, and outcomes. These program reports are not just an administrative task. They will be a crucial tool for DMWBD to monitor the effectiveness of the BGA program, and to offer feedback and support to Incubators to make the necessary adjustments to optimize the program's overall effectiveness.

Key report components include but are not limited to:

1) Program Narrative:

- Incubators must go beyond a simple list of activities. Their program outcome narratives should provide insights into the following:
    - How the program-specific activities align with the cohort's overall development goals.
    - The observed impact of these activities on individual MWBEs' progress.
    - Any challenges encountered during the quarter and strategies used to address them, including the outcome of their remediation actions.

2) Program Accomplishments:

- Incubators must provide both quantitative and qualitative data that demonstrates progress made during the quarter through:
    - **Cohort-Level Metrics:** Incubators data must track changes in revenue, job creation, contracts secured, capacity building milestones, insurance/bonding capacity increased (e.g., equipment acquired, certifications obtained).
    - **Individual Firm Success Stories:** Incubators outcome narrative must highlight 1-2 specific case studies illustrating how the participating firms or a particular firm has benefited from the program (new contract, strategic partnership, improved financial management, etc.).

3) Immediate/Short-term Updates:

- The Incubator must track and report on cohort members' attendance, session participation, and topics covered as outlined in the proposal and or agreed upon with the DMWBD.

- **Action-Oriented Focus**: Incubators must report on action items agreed upon during one-on-one sessions with the Incubator staff or consulting firms to the program, and progress made towards their completion.

4) Client Narrative:
   - The Incubator's report must also contain an assessment/survey of the participating firms. This narrative should not be a general description, but it should showcase how individualized support is directly addressing the MWBE's unique needs and growth trajectory.

5) Coordination and Linkages:
   - The Incubator must describe specific collaborations established with other organizations.
   - The Incubator must clearly outline the benefits/outcomes derived from these partnerships for BGA participants.

6) Program Modifications/Work Plan Changes:
   - The Incubator must explain the rationale behind any proposed modifications. Please note the DMWBD must be notified prior to implementing such program modifications.
   - The Incubator must also highlight how these changes will improve program delivery or outcomes.

C. PROGRAM REPORTING SCHEDULE, TIMELINE, AND MILESTONES

Incubators must submit a detailed 18-month program schedule that includes specific milestones, checkpoints, and clear alignment with targeted regional economic development and infrastructure opportunities. This schedule should be flexible, allowing for adjustments based on cohort progress and emerging opportunities. *(See ANNEX D BGA Quarterly Report Template).*

The Incubator as scheduled below must submit a total of six (6) reports:

Report #	Report Title	Duration	Milestones	Report Information
1	Pre-Program Assessment & Participant Overview	3 Months Starting from the notice to proceed.	• Develop a targeted marketing and recruitment plan that aligns with the regional economic landscape. • Conduct a comprehensive assessment of each participant's business, including financial health, operational capacity, and market positioning. • Outline the curriculum and technical assistance strategy, ensuring alignment with the specific needs of each participant. • Registration and Onboarding of Participants • Monthly Networking Event 1	• Must include all invoices for the quarter with proof of payments and receipts • Recruitment and marketing strategy for business participants • Summary of pre-assessment conducted • Status of curriculum development • Final curriculum • Business growth plan overview • Technical assistance, one-on-one counseling and mentorship plan • Confirmation of cohort including summary of each business participant firm • Attendance records of any meetings and or sessions

2	Foundational Development	Month 4-6	• **Milestone 1:** Execute BGA 3.0 Introductory Sessions
			  ○ Conduct foundational sessions, laying the groundwork for the program, including establishing baseline metrics for each participant.
			  ○ Provide ongoing support and resources to ensure participant engagement
			• **Milestone 2:** Ongoing Monitoring and Feedback Collection
			  ○ Regularly gather feedback from participants to tailor the program
			  ○ Adjust content and delivery methods based on participant needs
			• **Milestone 3:** Monthly Networking Events 2 and 3: Industry Insights and Collaborations
				• Must include all invoices for the quarter with proof of payments and receipts
				• Program narrative/applicant complaints (if any)
				• Progress to deliverables (includes but not limited to types of contracts identified, contract opportunities shared, contract/bid amounts, access to capital programs/resources made available)
				• Partnership development (e.g., NYS Agency/Authority partners, guest speakers, business advisors, local partners)
				• Attendance records (curriculum/class hours; number of classes, one-on-one Counseling hours)
				• Business Growth Plan updates by participating firm

			○ Events focusing on industry-specific challenges and opportunities. ○ Facilitate collaborations and discussions on emerging trends. • **Milestone 4:** Matchmaking Event 1: Connecting Businesses with Opportunities ○ Curated matchmaking sessions for business collaborations and mentorship pairings. • **Milestone 5:** ○ Monitor early engagement and participation in program activities. ○ Mid-program assessment should include progress in training, development of business growth plans, and initial outcomes like networking success and access to new resources.	
3	Opportunity Cultivation	Months 7-9	• **Milestone 1:** Execute BGA 3.0 Introductory Sessions ○ Conduct foundational sessions, laying the groundwork for the program ○ Initiate networking events to build community among participants ○ Provide ongoing support and resources to ensure participant engagement • **Milestone 2:** Ongoing Monitoring and Feedback Collection ○ Regularly gather feedback from participants to tailor the program ○ Adjust content and delivery methods based on participant needs • **Milestone 3:** Monthly Networking Events 2 and 3: Industry Insights and Collaborations ○ Events focusing on industry-specific challenges and opportunities.	• Must include all invoices for the quarter with proof of payments and receipts • Program narrative/applicant complaints (if any) • Progress to deliverables (includes but not limited to types of contracts identified, contract opportunities shared, contract/bid amounts, access to capital programs/resources made available) • Partnership development (e.g., NYS Agency/Authority partners, guest speakers, business advisors, local partners) • Attendance records (curriculum/class hours; number of classes, one-on-one Counseling hours) • Business Growth Plan updates by participating firms

			○ Facilitate collaborations and discussions on emerging trends. • **Milestone 4:** Matchmaking Event 1: Connecting Businesses with Opportunities ○ Curated matchmaking sessions for business collaborations and mentorship pairings. • **Milestone 5:** Mid-program assessment should include progress in training, development of business growth plans, and initial outcomes like networking success and access to new resources.	
4	Accelerated Growth	Months 10-12:	• **Milestone 1**: Mid-Program Deep-Dive Sessions ○ Conduct more intensive and specialized sessions ○ Organize industry-specific workshops and mentoring sessions ○ Facilitate peer-to-peer learning and group projects • **Milestone 2: Monthly Networking Events 4 and 5:** Peer Learning and Success Stories ○ Sessions highlighting participant success stories and lessons learned. ○ Encourage peer-to-peer learning and experience sharing. • **Milestone 3**: **Matchmaking Event 2:** Expanding Networks ○ A focused session on expanding business networks and exploring new markets. • **Milestone 4**: Mid-Program Review and Adjustments ○ Comprehensive assessment of the program's progress and impact	• Must include all invoices for the quarter with proof of payments and receipts • Program narrative/applicant complaints (if any) • Progress to deliverables (includes but not limited to types of contracts identified, contract opportunities shared, contract/bid amounts, access to capital programs/resources made available) • Partnership development (e.g., NYS Agency/Authority partners, guest speakers, business advisors, local partners) • Attendance records (curriculum/class hours; number of classes, one-on-one Counseling hours) • Business Growth Plan updates by participating firm

			○ Implement changes or enhancements as needed ○ Track advancements in financial credibility and market positioning.	
5	Sustained Success	Months 13-15	• **Milestone 1**: **Conclude BGA 3.0 Sessions** ○ Final training sessions and program wrap-up. ○ Facilitate end-of-program assessments ○ Conduct feedback and evaluation sessions • **Milestone 2**: Monthly Networking Event 6: Reflection and Forward Planning ○ Discussions on long-term planning and sustainability. ○ Encourage forming lasting business relationships. ○ Assess overall capacity enhancement and prepare for post-program support • **Milestone 3**: Final Matchmaking Event: Strategic Partnerships ○ Focus on establishing long-term strategic partnerships among participants and stakeholders. • **Milestone 4**: Closing Ceremony and Networking Event ○ Recognize achievements and facilitate a grand networking event. ○ Recognize key contributors and sponsors	• Must include all invoices for the quarter with proof of payments and receipts • Progress Report of Participant firms showing: ○ Public and/or Private contracts secured ○ Financial credibility (i.e. securing business loans) ○ Revenue changes (positive and negative) ○ Credit growth ○ Capital assets acquired ○ Job creation ○ Capacity to purchase/add on equipment (if applicable) • Attendance records (curriculum/class hours; number of classes, 1-on- • 1 counseling hours) • Program narrative: challenges and successes for the firms and the • Incubator, detailed services provided, proposed solutions and recommendations for future program iterations
6	Post-Assessment Report	Months 15-18	• **Milestone 1:** Post-Program Analysis and Reporting ○ Analyze participant feedback, achievements, and overall program effectiveness	• Must include any final invoices with proof of payments and receipts • Progress Report of Participant firms showing: ○ Public and/or Private contracts secured

			○ Conduct a thorough evaluation of the program's impact on each business, including changes in revenue, market share, and business capacity. ○ Analyze the effectiveness of the program in terms of achieving its objectives, such as increased MWBE participation in regional economic projects. ○ Develop recommendations for future iterations of the program based on feedback and outcomes. ○ Prepare and distribute a comprehensive report • **Milestone 2:** Planning for Continuous Support ○ Design post-program support mechanisms for MWBEs ○ Establish networks or communities for continuous collaboration ○ Continue providing platforms for networking and support among alumni.	○ Financial credibility (i.e. securing business loans) ○ Revenue changes (positive and negative) ○ Credit growth ○ Capital assets acquired ○ Job creation ○ Capacity to purchase/add on equipment (if applicable) • Attendance records (curriculum/class hours; number of classes, 1-on-1 counseling hours) • Presentation of Business Growth Plans

This approach ensures a detailed and continuous assessment throughout the program, providing valuable insights for ongoing improvement and alignment with the overarching goals of the BGA program.

VI. PROGRAM METRICS

DMWBD will rigorously monitor the BGA program to ensure its effectiveness and incentivize Incubators' performance. The following metrics will be tracked throughout program delivery and after completion, and will be used by the DMWBD to evaluate Incubators against the following two categories:

The program's total award fund will be divided into the core program fund and the incentive fund.

1. Core Program Metrics

These metrics directly measure the program's success and impact in achieving its primary objectives of strengthening MWBEs' business and operational capabilities and increasing competitiveness for state contracting opportunities.

Category	**Core Program Metric Per Cohort**
Number of firms per Incubator Region	25
Participant Retention/ "Graduation" (Program Completion) Rate	84%
Success Stories	Minimum of 15
Number of firms with credit growth	15
Number of firms with secured contracts with New York State Contracts and Grants	10
Number of secured contracts with New York State Contracts and Grants	10
Number of businesses that receive new capital (e.g., loans, capital investment)	8
Increased revenue	Target of 30%
Number of jobs created (permanent & temporary)	3-5
Number of jobs retained	All
Growth Plans Completed	All graduating participants

2. Incentive Metrics

To recognize and reward the Incubator's efforts, the DMWBD will provide Incubators the opportunity to earn additional funds (from a designated Incentive Fund) based on exceeding targets within the following two pillars:

a) Successful Bids/Contracts Awards:

- **Metric:** Number of firms that secure state contracts directly attributable to their BGA program participation above the minimum requirement of ten (10) firms for one (1) region and twenty (20) firms for two (2) regions per cohort.

- **Incentive Calculation:** Up to seventeen thousand five hundred ($17,500) for one (1) region and a total of thirty-five thousand ($35,000) for two (2) regions of the incentive fund amount will be allocated to the Incubator based on the total number of firms that win a contract(s) above the minimum requirement of ten (10) firms for one (1) region and twenty (20) firms for two (2) regions per cohort. The Incubator incentive bonus for successful bids/contracts awards will be estimated **per cohort** as follows:

NUMBER OF FIRMS WITH SECURED CONTRACTS ABOVE THE MINIMUM REQUIRED	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
SHARE OF THE INCENTIVE FUND AMOUNT	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

The DMWBD reserves the right to decide whether the Incubator meets the requirement based on the value of the reported contract(s) awarded. The DMWBD will only consider contract(s) that meet a minimum value threshold of $100,000 for the incentive.

b) Firm Graduation Rate

- **Metric:** Number of enrolled firms that successfully graduate above the minimum graduation rate of eighty-four (84%) or 21 firms for one (1) region and forty-two (42) firms for two (2) regions per cohort.
- **Incentive Calculation:** Up to seven thousand five hundred ($7,500) for one (1) region and a total of fifteen thousand ($15,000) for two (2) regions bonus for graduates exceeding the minimum graduation rate of eighty-four (84%) or 21 firms for one (1) region and forty-two (42) firms for two (2) regions per cohort. In order to receive the entire Firm Graduation Rate incentive, every enrolled firm must graduate from the program. The Incubator incentive bonus for the firm graduation rate will be estimated **per cohort** as follows:

NUMBER OF GRADUATING FIRMS ABOVE THE MINIMUM GRADUATION RATE	**1**	**2**	**3**	**4**
SHARE OF THE INCENTIVE FUND AMOUNT	25%	50%	75%	100%

For the Firm Graduation Rate incentive, each cohort is limited to twenty-five (25) firms for one (1) region and fifty (50) firms for two (2) regions. Incubators seeking to exceed this limit must obtain prior approval from DMWBD. Approval is contingent on the Incubator demonstrating sufficient capacity and resources to maintain the quality and quantity of services for all participants. DMWBD retains the right to:

1) Limit the number of additional firms added to the cohort.

2) Assess whether the minimum firm requirement has been met, considering the available pool of certified firms with growth potential in the region.

Incubators will only receive the portion of the incentive(s) metrics they meet. If they fail to achieve the minimum graduation rate (84%) but meet a certain threshold of the successful bids/contracts awards, they will only receive the share of the metrics they meet.

The DMWBD reserves the right to add, change, modify, or update these incentive metrics if appropriate to meet the BGA program goals and objectives.

c) Required Documentation of Metrics Completions:

The DMWBD requires clear documentation and a strong connection between program participation, graduations, and contract awards, to ensure that incentive funds are awarded based on the true impact of the BGA 3.0 program on MWBE's success in securing state contracts.

- **Successful Bids/Contracts Awards**

To qualify for this incentive, Incubators must provide compelling evidence that the BGA 3.0 program directly contributed to MWBE firms securing state contracts above the minimum threshold of ten (10) contracts for one region and twenty (20) contracts for two regions. Incubators evidence may include, but is not limited to:

- **Documented Connections:** Proof that the Incubator facilitated introductions or networking opportunities that led to a specific contract award. This could involve emails, meeting minutes, or testimonials from MWBE firms and contracting entities.
- **Bid Preparation Assistance:** Documentation demonstrating that the incubator provided direct support in the preparation of winning bids, such as proposal reviews, technical assistance, or negotiation coaching.
- **Skill Development:** Evidence that specific skills or knowledge gained through BGA 3.0 training or mentorship were instrumental in the firm's successful bid. This could be supported by participant surveys, testimonials, or case studies.

DMWBD will review all submitted documentation and assess the strength of the causal link between BGA 3.0 participation and contract awards. The determination of "directly attributable" will be made on a case-by-case basis, taking into account the unique circumstances of each contract and the specific support provided by the Incubator.

- **Firm Graduation Rate**

To qualify for this incentive, Incubators must demonstrate that participating MWBE firms have successfully completed the BGA 3.0 program and achieved the graduation criteria outlined in this RFP.

Successful graduation is determined by the Incubator's graduation criteria approved by the DMWBD. This includes, but is not limited to:

- A firm's active engagement throughout the program duration.
- Completion of all core program components,
- demonstrated measurable improvement in business capabilities (e.g., enhanced business plans, improved financial health, increased contract readiness), and
- Fulfillment of all reporting obligations.

Incubators should maintain detailed records of each firm's progress throughout the program, including attendance, participation in mentoring and networking activities, and completion of milestones. This documentation will be crucial in verifying that a firm has met the graduation requirements and that the Incubator has exceeded the minimum graduation rate, thereby earning the incentive.

DMWBD reserves the right to audit graduation data and request additional evidence to confirm a firm's successful completion of the program.

VII. INVOICING & REIMBURSEMENT REQUEST SUBMISSION

Incubators awarded under this RFP will receive payments on a quarterly basis upon satisfactory submission of reimbursement request packages and in alignment with the approved program milestones and quarterly report schedule above. To ensure timely and efficient processing of payments, reimbursement packages must include the following:

1) Incubator Invoice

a. Mobilization Fund Invoice:

Incubators are required to submit a mobilization fund invoice of the amount of $25,000 for one region and $50,000 for two regions to the DMWBD upon receiving the Notice to Proceed letter. The invoice should be an anticipated expenses to cover early-stage program initiation costs, to enable Incubators to effectively set up and commence their outreach, training, and support services for MWBE firms.

b. General Program Invoice:

The Incubator must submit an invoice for the quarter(s) during which the expenses occurred. To facilitate Incubators' invoice preparation and submission, Incubators are encouraged to use the DMWBD-shared invoice template in which past vendors providing consulting services adapted to their needs.

The invoice should clearly itemize eligible expenses for the quarter and reference any pre-approved budget adjustments.

2) Detailed Expense Breakdown and Supporting Documentation

The Incubator invoice should be a listing of the vendors used for any given billing period. For each expense line item, Incubators must provide:

- Vendor/subcontractor name
- Brief description of goods or services provided
- Relevant dates
- Amount paid

Receipts or Invoices: The Incubator should attach copies of receipts or paid invoices from vendors/subcontractors for any expenses over $250.

Staff/Consultant Timesheets:

The Incubator should submit detailed timesheets for all Incubator personnel involved in the BGA 3.0 program. Timesheets must include:

- Employee name and title
- Dates worked
- Total hours worked for each date
- Hourly rate
- Brief description of tasks performed

Note: If a staff member was not included in the original proposal, provide a brief explanation and obtain approval from DMWBD.

3) Executed Subcontractor Agreements

Executed subcontractor agreements should be submitted to both the DMWBD Team and Contract Administration staff to keep with the prime contract files.

VIII. COHORT PARTICIPANT FIRMS ELIGIBILITY

Each program cohort will consist of 25 participant firms. To maximize the BGA 3.0 Program's impact and outcome, eligible MWBEs must demonstrate growth potential and readiness to leverage the program's resources for increased competitiveness on state contracts.

1) Minimum Requirements

Incubators must target MWBEs meeting the following basic criteria:

- **Active NYS Certification:** Must hold current NYS MBE, WBE, or dual MWBE certification.
- **Operational Experience:** Minimum of two (2) years in business.
- **Employee Base:** At least two employees (including the owner).
- **Revenue Threshold:** Annual revenue between $500,000 and $5 million in the most recent year.
- **Regional Presence:** Businesses must operate primarily in Incubator's designated region(s) (i.e., Capital District and/or Mohawk Valley. Businesses in adjacent regions in Southern Tier and North Country could also be considered.
- **Contract History:** Must have been awarded at least one (1) NYS contract (this demonstrates basic familiarity with state agencies' procurement and/or subcontracting processes).
- **Contract Value:** Business must have been awarded one (1) NYS contract between $500,000 and $5M maximum.

2) Ideal Candidate Profile

In addition to the minimum requirements, Incubators should give preference to firms exhibiting the following:

- Business Location: Primarily located in Incubator's designated region(s) (i.e., Capital District and/or Mohawk Valley). Business located in adjacent regions, Southern Tier and North Country, could be considered.
- **Business Industry/Trades:** Targeted industries/trades are the construction industry. Semi-conductor fab construction trades and other industry trades are acceptable based on Incubator's program.
- **Alignment with Opportunities:** Business activities fall within industries targeted in the Incubator's identified regional contracting forecast.
- **Capacity for Growth:** Demonstrated potential to scale operations, handle larger contracts, and/or expand into new markets.
- **Defined Growth Plan:** A basic outline of how the firm aims to leverage BGA Program resources to achieve specific business goals.
- **Commitment:** Willingness to actively engage in training, mentorship, and networking activities throughout the program.
- **Cohort Composition:** Each program cohort will consist of 25 businesses based on MWBE availability, as identified and selected by the Incubator, and subject to DMWBD approval. To the extent possible, the Incubator will identify participants engaging in complementary business activity to provide an opportunity and encouragement for partnership and/or joint ventures between businesses seeking public and private contracting.

3) Application and Selection Process

- **Incubator Outreach:** Incubators will proactively market the program and provide clear application instructions to eligible MWBEs.
- **Application Components:**
    - Applicants must complete an application form with the regional Incubator.
    - Business plan summary or capability statement.
    - Financial statements (previous two years).
    - Brief essay outlining the firm's growth goals and how they expect to benefit from the BGA 3.0 program.

- **Pre-Approval by DMWBD:** Incubators will submit a shortlist of recommended firms to DMWBD for final approval within 90 days of contract execution.

4) DMWBD Responsibilities

- **Application Review:** DMWBD will review application materials aligned with eligibility criteria.
- **Support and Resources:** DMWBD will provide guidance to Incubators, referral lists, and facilitate connections state agencies and other public and private partners to enhance the selection process.
- **Program Oversight:** DMWBD will actively monitor the Program planning, execution, and post-implementation, including but not limited to the curriculum design and training, cohort composition, engagement, and progress to ensure the program remains focused on its goals.

IX. MATCHING FUNDS

As a condition of a BGA award, selected Incubators must demonstrate commitment to the program's success by providing matching funds equivalent to at least 20% of the DMWBD award amount. This cost-sharing "matching" model promotes shared investment and accountability for the BGA program's success.

1) Acceptable Sources of Matching Funds

- **Incubator Cash Contribution:** Cash contributions are direct financial investments made by the Incubator using funds not provided by the Empire State Development (ESD) award. These are to be specifically allocated to operational expenses directly associated with the program, such as payments to program staff or purchasing materials necessary for program delivery. Incubators must track and report these expenditures as part of their quarterly payment request submissions to the DMWBD to ensure transparency and accountability in the utilization of funds..
- **Incubator In-Kind Contribution:** In-kind contributions consist of donated goods, services, or the use of facilities that aid in the program's execution. Unlike cash contributions, these do not involve direct monetary exchange but must still be documented and valued according to DMWBD guidelines. Examples of in-kind contributions might include providing training venues, specialized software tools, or professional services at no cost. It's essential for Incubators to accurately record these contributions to demonstrate compliance and contribution toward their matching funds obligation.
- **Third-Party Contributions:** These are cash or in-kind donations from external sources that are not affiliated with the New York State government, such as private foundations, corporations, or local organizations. These contributions should also be used directly for program-related expenses. Enrollment fees or similar charges collected from program participants cannot be counted as third-party contributions.

2) Key Requirements

- **Minimum Cash Match:** At least 50% of the matching funds must be in the form of cash or equity, demonstrating a significant financial commitment from the Incubator.
- **No Enrollment Fees:** Participation in the BGA Program must be accessible to eligible MWBEs. Enrollment fees cannot form any part of the matching funds.
- **Overhead Limitation:** A maximum of 10% of combined award and cash match may be used for indirect expenses, also called "overhead," "administrative," or "general operating" expenses. No program income may be used for these overhead costs. This ensures the majority of funds are allocated directly towards program activities. The table below provides an overview of the Empire State Development (ESD) award amount and matching funds.

	ESD AWARD AMOUNT			MATCHING FUND			TOTAL PROGRAM FUNDS
	Core Program Fund	***Incentive Program Fund***	***Total ESD Program***	***Minimum Cash Contribution (50%)***	***Minimum In-Kind Contribution Value (50%)***	***Total Minimum Match Fund Contribution***	
ONE-REGION INCUBATOR	$175,000	$25,000	$200,000	$17,500	$17,500	$35,000	$235,000
TWO-REGION INCUBATOR	$350,000	$50,000	$400,000	$35,000	$35,000	$70,000	$470,000

3) Reporting and Documentation

- **Budget Proposal:** Incubators must include a detailed budget in their RFP response, clearly outlining proposed matching funds sources and their intended use.
- **Tracking & Reporting:** Incubators will track the utilization of matching funds throughout the program and provide documentation as part of their regular financial reporting to DMWBD.

X. SCHEDULE OF DATES

It is anticipated that a contract will be awarded in response to this RFP based on the following schedule:

RELEASE OF RFP	**NOVEMBER 1, 2024**
PRE-SUBMISSION CONFERENCE *	November 19
DEADLINE FOR SUBMISSION OF QUESTIONS	November 22, 2024 by 5:00 PM EST *(10 days from the RFP publication date)*
DEADLINE FOR ESD TO RESPOND TO QUESTIONS	November 25, 2024
SUBMISSION OF PROPOSALS (DATE AND TIME)	December 13, 2024 by 2:00 PM EST *(approximately 6 weeks starting from the RFP publication date)*
INTERVIEWS (IF NECESSARY)	TBD
ANNOUNCEMENT OF SUCCESSFUL BIDDER	TBD
ANTICIPATED CONTRACT START DATE	TBD
*** PLEASE RSVP TO BGA2024MVCR@ESD.NY.GOV BY 5PM ON NOVEMBER 18, 2024**	

A non-mandatory pre-submission conference on this request for proposal (RFP) document will be held virtually on November 19, 2024, from 11:00AM to 12:30PM via Zoom and call-in. The meeting will provide an opportunity to ask questions and to request clarifications in the document and program.

Please note, the Corporation reserves the right to change any of the dates stated in this RFP.

XI. SELECTION CRITERIA

DMWBD will carefully evaluate proposals that are positioned to deliver a high-impact BGA 3.0 program, accelerating the growth of MWBE participants and aligning with the state's economic development goals.

The DMWBD will take into consideration the following factors when scoring:

1) Program Alignment, Impact, and Innovation

- Incubator physical location: The DMWBD prioritizes Incubators primarily located in the Capital District and/or Mohawk Valley region(s). However, Incubators situated in other adjacent regions (Southern Tiers and North Country) could also be considered.
- **Understanding of Goals:** Demonstrates an in-depth comprehension of BGA Program objectives, target construction industry, NYS agency targeted industries (if appliable) and semiconductor fab construction trades (if applicable), and MWBE challenges in the targeted regions.
- **Outcomes-Focused Curriculum:** Outlines a curriculum and support plan directly addressing identified MWBE needs based on forecasted regional opportunities with measurable success indicators.
- **Economic Impact Potential:** Clearly articulates how the program will stimulate job creation, increase MWBE revenue, and contribute to regional economic development.
- **Innovative Approach:** Offers creative strategies or value-added elements that set the proposal apart and elevate the program's potential effectiveness.

2) MWBE Expertise and Capacity Building

- **Construction & Semiconductor Experience:** Proven track record of serving firms within the construction and semi-conductor fab construction trades (if applicable).
- **Targeted Support:** Includes a comprehensive plan for tailored training, mentorship, coaching, and technical assistance aligned to the construction and semi-conductor sectors.
- **Procurement Readiness:** Demonstrates a strong track record in helping MWBEs successfully navigate bidding processes, prepare compelling proposals, and win contracts.
- **Industry Networks:** Demonstrates established relationships with prime contractors, agencies, and other key stakeholders in the target industries and regions.
- **Matchmaking Experience:** Demonstrated experience connecting MWBE firms with state agencies and other public and private contractors and project owners in the region(s). The proposed schedule of networking, matching, and industry events to be organized.
- **Learning Technology and Systems:** Learning techniques, systems, and approaches to be used;
- **The business growth plan:** Template of tailored individual business plan for each participating firm.

3) Organizational Strength & Sustainability

- **Relevant Experience:** Extensive experience in operating similar economic development and/or MWBE capacity-building programs in the region(s). References from projects with this scope for the Incubator and any partner organization(s).
- **Institutional Capacity:** Demonstrates robust staff, infrastructure, and financial resources to successfully implement the BGA Program.
- **Financial Sustainability:** Presents a clear plan for exceeding the required matching funds and outlines strategies for attracting additional program revenue.
- **Efficient Budgeting:** The proposed budget is cost-effective, with clear justification of expenditures and a focus on direct program delivery. A detailed budget for the entirety of the program, which includes the applicant's plans for supplementing grant funding through matching funds and program income *(See APPENDIX C for budget).*

4) Commitment to Diversity and Inclusion

- **Internal Policies:** Documents the Incubator's commitment to non-discrimination and fostering an inclusive environment within its own organization.
- **Supplier Diversity:** Demonstrates a proactive approach towards using diverse suppliers and partners in program execution.
- **MWBE/SDVOB Status:** Clearly state your Minority or Women-owned Business Enterprises (MWBEs) and or Service-Disabled Veteran-owned Business Enterprises ("SDVOBs") certification status and provide proof of registration with the NYS Department of State.

5) Proposal Quality

- **Clarity and Comprehensiveness:** The proposal is well-organized, easy to follow, and addresses all RFP requirements with detail.

The proposal will be scored in the following manner:

METRICS	PERCENTAGE WEIGHT
FIRM EXPERIENCE AND QUALIFICATIONS	20%
STAFF EXPERIENCE AND QUALIFICATIONS	15%
PROJECT PLAN AND APPROACH	35%
COST PROPOSAL	20%
MWBE AND/OR SDVOB STATUS	10%

XII. SUBMISSION OF PROPOSALS

The DMWBD seeks comprehensive and well-organized proposals from experienced Incubators ("Bidder"). To ensure a fair and transparent evaluation process, please strictly adhere to the following submission requirements. Bidders who fail to follow all instructions contained in this RFP. Bidders' proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive.

I. TECHNICAL PROPOSAL

The Technical Proposal should present a persuasive case for the Bidder's ability to successfully execute the BGA Program. Below is a listing of the technical information to be provided by the Bidder. No information is required beyond what is specifically requested. The DMWBD requests that Bidders use clearly defined sections with dividers as follows:

A. Table of Contents
B. Firm Experience and Qualifications
C. Staff Experience and Qualifications
D. Project Plan and Approach
E. Cost Proposal
F. MWBE and/or SDVOB Status

The purpose of the Technical Proposal is to provide Bidders with an opportunity to demonstrate their qualifications, competence, and capacity to undertake the engagement described herein, in a manner which complies with applicable laws and regulations, and the requirements of the RFP.

A. TABLE OF CONTENTS

The Table of Contents should clearly identify the location of all material within the proposal by section and page number.

B. FIRM EXPERIENCE AND QUALIFICATIONS

In this section of the Technical Proposal, Bidders should demonstrate relevant experience by providing detailed narratives (not simple lists) of the following:

- Track record in operating economic development and/or business development programs, specifically those targeting MWBEs.
- Expertise in business management and technical assistance delivery.
- Success in projects of similar scope, budget, and complexity.
- Experience using technology to enhance training and increase firm capacity.
- Specific emphasis on demonstrable expertise within the construction and semi-conductor fab construction sectors.
- Past achievements in MWBE growth and expansion.
- Evidence of strong relationships with NYS prime contractors.
- Ability to identify current and upcoming regional contracting opportunities for MWBEs.
- Detailed operating budget and sound financial management practices.
- References (at least 3) from similar projects, including contact information.

Information provided by references may be used by DMWBD for proposal evaluation purposes. DMWBD may seek additional information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Bidder to the client during the engagement. DMWBD reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what DMWBD deems to be the most effective and efficient manner.

C. STAFF EXPERIENCE AND QUALIFICATIONS

In this section of the Technical Proposal, Incubators should demonstrate that the staff proposed have the knowledge and ability to perform the services described in this RFP.

- Present staff resumes or CVs with direct relevance to the BGA program.
- Highlight expertise in MWBE capacity building, construction industry and semi-conductor fab construction trades, and procurement processes.
- Provide references (at least 2 per key staff member) with contact information.

Information provided by references may be used for proposal evaluation purposes. DMWBD may seek additional information from references regarding subjects that include but are not limited to, the quality of services provided, the anticipated ability to perform the services required in this RFP, and the responsiveness of the Incubator to the client during the engagement.

D. PROJECT PLAN AND APPROACH

In this section of the Technical Proposal, Incubators should demonstrate their competence and capacity to undertake the services described in this RFP by providing the following:

- **Clearly Articulated Needs Assessment:** Explain how the proposed program addresses specific economic distress factors and MWBE challenges within the targeted regions.
- **Tailored Curriculum:** Provide a detailed course outline, specific to the construction and semi-conductor fab construction industries. Include learning objectives, measurable outcomes, and course assessment mode.

- **Comprehensive Capacity Building:** Detail one-on-one counseling, networking events, and match-making outlines, plans, and strategies.
- **Technology Integration:** Specify how technology tools will be used for training delivery, communication, and resource sharing.
- **Expected Outcomes:** Outline clear performance metrics (refer to previously discussed metrics).
- **Matching Funds and Revenue Generation Plan:** Detail how the Incubator will exceed the required match and outline additional revenue strategies.
- **Business Growth Plans:** Describe how the Incubator will customize support for individual firm growth.
- **MWBE subcontracting goals:** Submit a detailed plan explaining how the MWBE subcontracting goals established would be met.

E. COST PROPOSAL

In this section of the Technical Proposal, Incubators should provide:

- Provide a detailed budget breakdown for the entirety of the program, including matching funds, using the provided template (Appendix C).
- Justify all major expenditures, with an emphasis on funds allocated directly to program delivery.

F. MWBE and/or SDVOB STATUS

ESD will award up to 10 points to respondents that are certified Minority or Women-owned Business Enterprises (MWBEs) as defined in section three hundred ten of the New York State Executive Law or Service-Disabled Veteran-owned Business Enterprises ("SDVOBs") as defined in section three hundred sixty-nine of the New York State Executive Law.

In order to be awarded points pursuant to the Quantitative Factor, the respondent must (1) identify itself as an MWBE or SDVOB in [ATTACHMENT A) and (2) be registered with the NYS Department of State as an entity authorized to conduct business in New York State. Respondents identifying themselves as MWBEs must be listed in the directory of New York State-certified MWBEs ("MWBE Directory") as of the closing of the period for responses to this RFP. The MWBE Directory is available at: https://ny.newnycontracts.com/. Respondents identifying themselves as SDVOBs must be listed in the directory of New York State-certified SDVOBs ("SDVOB Directory") as of the closing of the period for responses to this RFP. The SDVOB Directory is available http://www.ogs.ny.gov/Core/SDVOBA.asp.

II. ADMINISTRATIVE PROPOSAL

Schedule A of this RFP states standard requirements that must be included in every contract entered into with DMWBD. The successful Bidder must agree to abide by these requirements and provide any information requested by DMWBD in connection with these requirements. Accordingly, Incubators should complete and submit the items listed below, in the order in which they are listed. Failure to submit any of the requirements below may result in the rejection of an Incubator's proposal.

a) Conflict of Interest Attestation
b) State Finance Law §§139-j and 139-k forms
c) Vendor Responsibility Questionnaire
d) Iran Divestment Act
e) Executive Order 177
f) Executive Order 16
g) Non-Discrimination and Contractor & Supplier Diversity Requirements

a. OCSD-1 - MWBE and SDVOB Participation / EEO Policy Statement
b. OCSD-2 - Staffing Plan
c. OCSD-4 - MWBE and SDVOB Utilization Plan

h) Encouraging the Use of NYS Businesses in Contract Performance Form
i) Certification under State Tax Law Section 5-a 220-CA or Affidavit
j) Insurance Requirements
k) W-9 Form

Additional information about these items, and ESD's procurement requirements, can be found in Section XV of this RFP ("Contractual Requirements").

Submission of a Complete Two-Part Proposal

Firms submitting a proposal are indicating their acceptance of the conditions of this RFP. Submission of proposals in a manner other than as described in these instructions (e.g., facsimile, hardcopies, emails) will not be accepted. When submitting each proposal, Bidders must comply with the following: Upload the main folder to the specific Dropbox:

https://www.dropbox.com/request/3o9KP64SSxYVjdUMUjq6

Proper format: Please create a folder with company name – RFA title – date of Submission.

example: ABDX, Inc. – BGA2024MVCR – 12.13.2024

Included in that main folder should be two sub-folders, one for the Administrative Proposal and one for the Technical Proposal. The main folder should be uploaded to the Dropbox by choosing the following option: "Add Files → folders from computer". All documents in the folders should be properly labeled.

Late proposals will not be considered for award.

XIII. QUESTIONS

Questions or requests for clarification regarding the RFP should be submitted via email, citing the RFP page and section in accordance with the schedule Section IV (Schedule of Dates) to BGA2024MVCR@esd.ny.gov. Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted with this RFP.

XIV. GENERAL PROVISIONS

The issuance of this RFP and the submission of a response by a Bidder or the acceptance of such a response by ESD does not obligate ESD in any manner. ESD reserves the right to:

i. amend, modify or withdraw this RFP;
ii. revise any requirement of this RFP;
iii. require supplemental statements or information from any responsible party;
iv. accept or reject any or all responses hereto;

v. extend the deadline for submission of responses hereto;
vi. negotiate potential contract terms with any Bidder;
vii. communicate with any Bidder to correct and/or clarify responses which do not conform to the instructions contained herein;
viii. cancel, or reissue in whole or in part, this RFP, if ESD determines in its sole discretion that it is its best interest to do so; and
ix. extend the term of any agreement on terms consistent with this RFP.

ESD may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Bidder.

All information submitted in response to this RFP is subject to the Freedom of Information Law ("FOIL"), which generally mandates the disclosure of documents in the possession of ESD upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, Proposals may be discussed at meetings of the ESD Directors, which meetings are subject to the Open Meetings Law.

ESD reserves the right, in its sole discretion, to retain and use all the materials and information, and the ideas and suggestions therein, submitted in response to this solicitation (collectively, the "Response Information") for any purpose. By submitting a Proposal, each Respondent waives any and all claims against ESD relating to ESD's retention or use of the Response Information.

A. REQUIRED APPROVALS

The awarded contract, if any, may be subject to review and approval by the Office of the State Comptroller ("OSC") pursuant to Public Authorities Law §2879-a and the regulations issued thereunder. Such OSC review and approval may be required of contracts with a value in excess of one million dollars, or modifications to contracts that result in an aggregate value in excess of one million dollars, where such contracts are paid in whole or in part with monies appropriated by the State, or were awarded on a basis other than a competitive procurement (as that term is defined in the law and regulations). If the awarded contract is subject to OSC review and approval, the contract shall not be valid and enforceable, nor shall the Corporation have any liability of any kind arising from or in connection with the contract, unless and until OSC approval has been received.

B. PERFORMANCE

The Contractor's performance will be assessed by the Corporation according to the achievement of The Contractor's contractual obligations in a timely and professional manner, as set forth in the resulting Contract. The Corporation will utilize progress reports and periodic meetings to ensure that the project is carried out on a timely basis and results in effective recommendations and work products.

Contractor warrants that its services shall be performed in accordance with applicable professional standards and that the Contractor shall correct, at no charge to the Corporation, services which fail to meet applicable professional standards, and which result in obvious or patent errors in the progression of its work.

C. ADDITIONAL SERVICES REQUESTED

The Corporation may, at any time, by written notice, make changes or additions to work or services within the general scope of the contract resulting from this RFP (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required

for, performance of the contract, an equitable adjustment may be made in the price using the billing rates set forth in the contract, and the Contractor shall be notified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Corporation, if it decides that the facts justify such action, may receive and act upon such claim as asserted at any time. Nothing in this clause shall excuse the Contractor from proceeding with this contract as modified.

D. CONTRACTOR STAFF

Contractor staff assigned to work on this project shall be subject to approval by the Corporation. It is highly desirable that staff assigned to work on this project continue to work on this project until completion. The Contractor should notify the Corporation of any proposed changes in staff immediately. The Corporation has an absolute right and discretion to approve or disapprove any proposed changes in staff. The Corporation, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval; approval shall not be unreasonably withheld.

The Contractor specifically represents and agrees that its members, officers, employees, agents, servants, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder.

The Agreement resulting from this RFP is intended to secure the professional services of the Contractor because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the Contractor.

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the State Project Manager. Approval shall not be unreasonably withheld upon receipt of written request to subcontract. All employees of the Contractor, or of its
Subcontractors, who shall perform Services under this contract, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the Services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform Services on behalf of Contractor under the Agreement resulting from this RFP shall, in performing such Services, comply with all applicable Federal and State laws concerning employment in the United States.

E. INTELLECTUAL PROPERTY/PERSONAL PROPERTY RIGHTS IN DATA, COMPUTER SOFTWARE & OTHER INTELLECTUAL PROPERTY

1) Rights In Data:

All studies, reports, findings, sources, bibliographies, subscriber lists, mailing lists, working papers, files, input materials and output materials, the media upon which the same are located (including, without limitation, cards, tapes, discs, and other storage facilities), together with any drafts of same or other intermediate components thereof which may or may not be either confidential or proprietary, and all other materials, prepared for or delivered to ESD in the course of performance of any contract resulting from this RFP ("Agreement"), (hereinafter referred to as "Data"), shall be deemed to be "work made for hire" (as defined in Section 101 of Title 17 of the United States Code), and shall be provided to and become the exclusive property of ESD. If it is determined that any Data encompassed above does not fall within the definition of "work made for hire" (as defined in Section 101 of Title 17 of the U.S.C.), the Bidder hereby covenants and agrees to transfer all right, title and interest in any such Data to ESD, and cooperate with ESD, as is necessary, in the processing and execution of any and all documents needed to cause said transfer of all right, title and interest.

2) Maintaining Data:

The Bidder agrees to maintain all Data and any other documents, information and records relating to the studies that are the subject of this RFP for a period of six years after the conclusion of this engagement, at the Bidder's sole cost and expense and pursuant to reasonable and legally defensible document and information retention policies. The Bidder

further agrees that during the six-year period following the conclusion of this engagement, it will provide any documents, information, records, or Data to ESD upon their request and within 5 (five) business days of the Bidder receiving such a request. For any requests for additional documentation, beyond those records that are required to be provided at the end of the engagement (see Section III), ESD agrees to pay the reasonable costs incurred by the Bidder for the copying and transmission of documents, information, records or data, as long as the Bidder provides notice of such costs to ESD prior to incurring them.

3) Rights In Cots Computer Software:

Any commercial off-the-shelf ("COTS") computer software and its related documentation and licenses which were purchased by the Bidder to perform data collection, data dissemination and marketing in satisfaction of an Agreement shall be transferred to ESD to the extent permissible by the original license. The transfer of such COTS software shall be accomplished at no additional cost to ESD.

4) Rights To Bidder-Owned Pre-Existing Computer Software/Documentation:

All computer software and related documentation, together with any versions of same or other intermediate components thereof, which may be either confidential or proprietary, which was owned by the Bidder and existing at the time of the effective date of an Agreement and which, during the term of such Agreement is used by the Bidder in the conduct of the performance of the Agreement in such a fashion as to render such preexisting software as being an integral and necessary operating component of the Bidder-Developed Computer Software developed under the Agreement (hereinafter referred to as "Bidder-Owned Pre-Existing Computer Software/Documentation"), shall be deemed to remain the property of the Bidder and all right, title and interest therein to the same shall continue to vest in the Bidder, with the express understanding that the Bidder hereby licenses ESD to use such Bidder-Owned Pre-Existing Computer Software/Documentation as provided for in subparagraph X.F. herein below.

5) Rights To Contractor-Developed Computer Software And Software Documentation:

The Bidder will design, develop and install computer software, programming or code (referred to as "software" in this section) as may be required for ESD. ESD will have exclusive ownership of the software including all documentation, source and executable code. All computer software and related documentation, together with any versions of same or other intermediate components thereof which may be either confidential or proprietary, developed by the Bidder in the direct course of performance of an Agreement (hereinafter "Bidder-Developed Computer Software and Software Documentation"), shall be deemed to be the property of ESD and all right, title and interest therein to the same shall vest in ESD.

6) For Software License Agreements

For software license agreements regarding any and all pre-existing computer Software and Documentation including Software/Documentation developed by the Bidder or purchased from outside sources in the course of performance on an Agreement, the Bidder hereby grants to ESD a nonexclusive, royalty-free, irrevocable, license to ESD, for:

a. All Software and Software Documentation (as herein above defined) developed or purchased during the performance of an Agreement; and
b. Only that Contractor-Owned Pre-Existing Computer Software/Documentation (as herein above defined) which forms an integral and necessary operating component of the Bidder-Developed Computer Software created under an Agreement;
c. This license shall include the right to reproduce for archival purposes only, and to use and make and permit others to use and make any modifications necessary to the Bidder-Developed Computer Software and Software Documentation, and the Bidder-Owned Pre-Existing Software/Documentation;
d. The rights granted by this license do not include any rights to derivative works, modifications, revisions, and upgrades to the Bidder-Developed Computer Software and Software Documentation which are developed by the Bidder after the term of an Agreement, or any extensions thereto, expires or is terminated.

7) Other Intellectual Property Rights:

Except for those intellectual property rights otherwise addressed in sections X.A. through X.F. above, the Bidder agrees that all other patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines or processes, together with any drafts of same or other intermediate components thereof which may be either confidential or proprietary, developed as a result of, or in the course of, an Agreement rendered to ESD by the Bidder or any of its employees or subcontractors during the term of an Agreement (hereinafter "Items") shall be deemed to be a "work made for hire"(as herein above defined), and shall be provided to and become the exclusive property of ESD. If it is determined that any Items encompassed above do not fall within the definition of "work made for hire" (as defined in Section 101 of Title 17 of the U.S.C.), the Bidder hereby covenants and agrees to transfer all right, title and interest in any such Items to ESD, and will cooperate with ESD, as is necessary, in the processing and execution of any and all documents needed to cause said transfer of all right, title and interest. Bidder hereby assigns all rights in such intellectual property to ESD, and will ensure that its employees and subcontractors shall, supply all assistance reasonably requested in securing for ESD's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such intellectual property, and will provide full information in regards to any such Item and execute all appropriate documentation prepared by ESD in applying or otherwise registering, in ESD's name, all rights to any such Items. ESD has the right to grant licenses to make, use, buy or sell any Items derived from the services performed under an Agreement. Provided however, upon mutual agreement of the Bidder and ESD, ESD may waive its property rights, in writing, to any and all patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines or processes, together with any drafts of same or other intermediate components thereof which may be either confidential or proprietary, developed as a result of, or in the course of, an Agreement.

8) Additional Rights

ESD reserves the right to include additional or revised intellectual/personal property provisions in an Agreement in addition to or in place of those described herein, with regard to the ownership (exclusive and/or nonexclusive) of any property or work product created or purchased as a result of any Agreement resulting from this RFP. The presumption is that, unless otherwise stated and agreed to in writing, all intellectual property is owned by ESD, including reports, surveys and all other works made or performed for hire. Specifically exempt from the provisions of this paragraph are property, plant and equipment provided by the Bidder to ESD, for the purpose of carrying out the provisions of this RFP. Property, plant and equipment may be subject to intellectual/personal property regulation when agreed to in writing by the parties.

XV. CONTRACTUAL REQUIREMENTS

This section contains additional information about the forms that are required to be included in each Bidder's submission pursuant to Section VI of this RFP, as well as information about ESD's procurement requirements.

i. Conflicts of Interest

Respondent must attest it has read, understood and will comply with the following provisions https://esd.ny.gov/sites/default/files/Conflict-of-Interest-Attestation-June-2019.pdf. ESD shall have the right to disqualify any respondent to this ITB or terminate any contract entered into as a result of this ITB should ESD determine that the Respondent has violated any of these requirements.

A. Gifts and Offers of Employment: Respondent has not and shall not during this procurement and during the negotiation of any contract resulting from this procurement, offer to any employee, member or director of ESD, any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the offer was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Respondent may not make any offers of employment or discuss the possibility of such offers with any employee, member or director of ESD who is involved in this procurement and/or resulting contract negotiation within at least 30 days from the time that the employee's involvement in this matter closed.

B. Disclosure of Potential Conflicts: Respondent shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers/employers of the Respondent or former officers and employees of ESD, in connection with your rendering services enumerated in this ITB. If a conflict does or might exist, Respondent must describe how it would eliminate or prevent it.

C. Disclosure of Ethics Investigations: Respondent must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any ongoing investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

ii. State Finance Law Sections 139-j and 139-k forms

State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements") apply to this ITB. These Procurement Requirements: (1) govern permissible communications between potential Bidders and ESD or other involved governmental entities with respect to this ITB; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this ITB. Compliance with the Procurement Requirements requires that all communications regarding this ITB, from the time of its issuance through final award and execution of any resulting contract (the "Restricted Period"), be conducted only with the designated contact persons listed above; the completion by Bidders of the Offeror Disclosure of Prior Non-Responsibility Determinations, and the Offeror's Affirmation of Understanding and Agreement pursuant to State Finance Law (each form is accessible at the Required Forms for Vendors link at the ESDC web site under "RFPs/RFQs"); and periodic updating of such forms during the term of any contract resulting from this ITB.

Bidders must submit the Offeror Disclosure of Prior Non-Responsibility Determinations, and the Offeror's Affirmation of Understanding and Agreement pursuant to State Finance Law as part of their submittal. Copies of these forms are available at: State Finance Law §§139-j and 139-k forms

The Procurement Requirements also require ESD staff to obtain and report certain information when contacted by Bidders during the Restricted Period, make a determination of the responsibility of Bidders and make all such information publicly available in accordance with applicable law. If a Bidder is found to have knowingly and willfully violated the State Finance Law provisions, that Bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible Bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract. The designated contact account for this solicitation is referenced on the cover of this ITB.

iii. Vendor Responsibility Questionnaire

All Bidders to this ITB must be "responsible," which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this ITB, and in addition must demonstrate that both the Respondent and its principals have and will maintain the level of integrity needed to contract with New York State entities such as ESD. Further, the Respondent must show satisfactory performance of all prior government contracts. Accordingly, the contract to be entered into between ESD and the Respondent, if any, shall include clauses

providing that the Respondent remain "responsible" throughout the term of the contract, that ESD may suspend the contract if information is discovered that calls into question the responsibility of the contracting party, and that ESD may terminate the contract based on a determination that the contracting party is non-responsible. On request, model language to this effect will be provided to any Respondent to this ITB.

To assist in the determination of responsibility, ESD requires that all Bidders register in the State's Vendor Responsibility System ("Vend-Rep System"). The Vend-Rep System allows business entities to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Bidders are to file the required Vendor Responsibility Questionnaire online via the Vend-Rep System or may choose to complete and submit a paper questionnaire. Please include a copy of your Vend-Rep submission receipt or paper questionnaire with your proposal.

To enroll in and use the Vend-Rep System, see the System Instructions available at www.osc.state.ny.us/vendrep. For direct Vend-Rep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the Vend-Rep website (http://www.osc.state.ny.us/vendrep/forms_vendor.htm) and execute accordingly pertaining to the company's trade industry. Per the website, Bidders are to "Select the questionnaire which best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other)."

In addition, please see link to EO-192: https://ogs.ny.gov/system/files/documents/2021/09/eo-192-vendor-integrity_0.pdf.

iv. Iran Divestment Act

Every Proposal made to ESD pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

> "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

v. Executive Order 16

In accordance with New York State Executive Order 16 ("EO-16), all bidders must certify that they are in compliance with EO-16 prohibiting State Agencies and Authorities from Contracting with Businesses in Russia. EO-16 will remain in effect while sanctions imposed by the federal government are in effect.

> "By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is in compliance with EO-16."

The required certification for can be found at:
https://esd.ny.gov/sites/default/files/EO16-certification.pdf and must be signed and included in all Proposals.

vi. Executive Order 177

In accordance with New York State Executive Order 177, all bidders must certify that they are in compliance with the New York State Human Rights Law which prohibits discrimination and harassment based on a protected class, and which requires reasonable accommodation for persons with disability or pregnancy related conditions.

The required certification for can be found at:
https://esd.ny.gov/sites/default/files/EO-177-Certification.pdf and must be signed and included in all Proposals.

vii. Non-Discrimination and Contractor & Supplier Diversity Requirements

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ESD is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of ESD contracts.

Business Participation Opportunities for MWBEs
For purposes of this solicitation, ESD hereby establishes an overall goal of 30 percent for MWBE participation. A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this ITB, the respondent agrees that ESD may withhold payment pursuant to any Contract awarded as a result of this ITB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how ESD will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this ITB, such finding constitutes a breach of contract and ESD may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Office of Contractor and Supplier Diversity ("OCSD") at OCSD@esd.ny.gov.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ESD for review and approval.

ESD will review the submitted MWBE Utilization Plan and advise the respondent of ESD acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to OCSD at OCSD@esd.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

ESD may disqualify a respondent as being non-responsive under the following circumstances:

a) If a respondent fails to submit an MWBE Utilization Plan;
b) If a respondent fails to submit a written remedy to a notice of deficiency;
c) If a respondent fails to submit a request for waiver; or
d) If ESD determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to ESD, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to ESD, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions **SCHEDULE B - PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES**. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, OCSD-1, to ESD with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by ESD on a MONTHLY basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation,

military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

The required forms can be found at the following web addresses:

Form OCSD-1: https://esd.ny.gov/sites/default/files/OCSD-1-Policy-Statement.pdf
Form OCSD-2: https://esd.ny.gov/sites/default/files/media/document/OCSD-2-Staffing-Plan-07-16-24.pdf
Form OCSD-3: https://esd.ny.gov/sites/default/files/media/document/OCSD-3-Workforce%20Utilization-Report-100224.xlsx
Form OCSD-4: https://esd.ny.gov/sites/default/files/OCSD-4-Utilization-Plan.pdf
Form OCSD-5: https://esd.ny.gov/sites/default/files/OCSD-5-Waiver-Request-Form.pdf
Form OCSD-6: https://esd.ny.gov/sites/default/files/media/document/OCSD-6-Compliance-Report-073124.pdf

In the event that the above links are unavailable or inactive, the forms may also be requested from OCSD at OCSD@esd.ny.gov.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. ESD recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of ESD contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contract Goals

A. ESD hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://online.ogs.ny.gov/SDVOB/search. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form OCSD-4.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to ESD.

C. ESD will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of ESD acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to ESD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by ESD, a request for a partial or total waiver of SDVOB participation goals on OCSD-5. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. ESD may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit an SDVOB Utilization Plan;
(b) If a Bidder fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder fails to submit a request for waiver; or
(d) If ESD determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at ESD for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form OCSD-5, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by ESD at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, ESD shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to ESD, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If ESD, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (OCSD-6) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to OCSD.

Required Good Faith Efforts
In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by ESD with certified SDVOBs whom ESD determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report
In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to ESD during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form OCSD-6 available on the ESD website and should be completed by the Contractor and submitted to ESD, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OCSD@esd.ny.gov.

Breach of Contract and Damages
In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

viii. Encouraging the Use of NYS Businesses in Contract Performance Form

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this ESD contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. In order for ESD to assess the use of New York State businesses in each Proposal, ESD requests that each Respondent complete the Encouraging Use of New York State Businesses in Contract Performance form, accessible here:

Encouraging the Use of NYS Businesses in Contract Performance Form

ix. Certification under 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 ESD 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 Bidders to this solicitation must include in their Proposals a properly completed Form ST-220-CA (http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf), or an affidavit (Affidavit) that the Respondent is not required to be registered with the State Department of Taxation and Finance. 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. Only the prime consultant completes Form ST 220-CA, but Schedule A to Form ST 220-CA requires detailed information from the sub-consultants, such as tax ID number, etc., if applicable. Moreover, if applicable, certificates of authority must be attached by the prime consultant and all the sub-consultants.

x. Schedule A

Following final selection of a Respondent, ESD will prepare a contract defining all project terms and conditions and the Respondent's responsibilities in conformance with Schedule A. A sample can be found at: https://esd.ny.gov/sites/default/files/ScheduleA-Services_Materials-3818.pdf

Please note Bidders do not need to complete the entire Schedule A with the submission of their Proposal. However, Bidders should still review these terms, which are standard in all ESD contracts, and raise any concerns present prior to submission of their Proposal, as successful Bidders will need to accept these terms prior to contract execution.

xi. Project Sunlight

This procurement is subject to the Public Integrity Reform Act of 2011. Under the Public Integrity Reform Act of 2011, "appearances" (broadly defined and including any substantive interaction that is meant to have an impact on the decision-making process of a state entity) before a public benefit corporation such as ESD by a person (also broadly defined) for the purposes of procuring a state contract (as contemplated in this ITB) must be reported by ESD to a database maintained by the State Office of General Services that is available to members of the public. If in doubt as to the applicability of Project Sunlight, Bidders and their advisors should consult the Laws of 2011, Ch. 399 for guidance.

xii. Insurance Requirements

The selected Bidder will be required to provide the following insurance (at a minimum and to the extent applicable):

- Commercial General Liability of $2 million per occurrence and $4 million in the aggregate;
- In the event that you are using a vehicle in business, Commercial Automobile insurance with a limit of not less than $1 million;
- Must show evidence of Worker's Compensation & Employer's Liability insurance at State statutory limits;
- Must show evidence of Disability insurance coverage at State statutory limits;
- Professional Liability insurance with a limit of not less than $1 million;
- Cyber Liability with a limit of not less than $3 million;
- Fidelity and Employee Dishonesty with a limit of not less than $5 million. ESD must be named as an additional insured and a loss payee on this policy.

NYS Urban Development Corporation d/b/a Empire State Development (ESD) must be named as additional insured on a primary and non-contributory basis on all of the following policies: Commercial General Liability, Auto Liability, Fidelity and Employee Dishonesty. All policies above should include a waiver of subrogation in favor of ESD.

xiii. W-9 Form

Provide a completed W-9 form (https://www.irs.gov/pub/irs-pdf/fw9.pdf), submit with proposal.

PRE-IMPLEMENTATION RETORTING TEMPLATE

Schedule Of Dates

QUARTERLY REPORT #	START DATE	END DATE	SUBMISSION DATE
1			
2			
3			
4			
5			
6			

Quarterly Report 1: Pre-Program Assessment & Participant Overview

MARKETING & OUTREACH			
MARKETING			
Online media	**Print Media**	**TV**	**Radio**
# of media outlets used	# of media outlets used	# of media outlets used	# of media outlets used
# of people reached	# of people reached	# of people reached	# of people reached
Describe and or comment on marketing efforts, challenges, and opportunities			

OUTREACH	
In-person Outreach	**Online Outreach**
# of outreach conducted	# of outreach conducted
# of people reached	# of people reached
Describe and or comment on outreach efforts, challenges, and opportunities	

RECRUITMENT	
PRE-ASSESSMENT	
Expression of Interest	**Assessments**
# of expression of interest received *(Service vs Consulting)*	# of assessments conducted (in-person, online, interviews, site visits)

# of applications received *(Service vs Consulting)*	# of selected firms *(Service vs Consulting)*
Describe and or comment on overall pre-assessment challenges and opportunities	

CURRICULUM & TRAINING DEVELOPMENT				
1. CURRICULUM				
Curriculum Topics:	# of curriculum topics developed	# of attendees		
Describe and or comment on curriculum development, its challenges, and opportunities				
2. TRAINING				
Technical Assistance				
# of technical assistance providers/partners	# of types of technical assistance provided	# of technical assistance events *(planned vs organized)*	*# of technical assistance hours (planned vs delivered)*	*# of attendees*
Describe and or comment on overall training efforts, challenges, and opportunities.				
One-On-One Counseling				
# of one-on-one counselors	# or Types of counseling provided	*# of one-on-one counseling events (planned vs organized)*	*# of one-on-one counseling hours (planned vs delivered)*	*# of attendees*
Describe and or comment on overall one-on-one counseling efforts, challenges and opportunities.				
Mentorship				
# of mentors	# or nature of the mentoring provided	*# of technical assistance hours (planned vs delivered)*	*# of attendees*	
Describe and or comment on overall Mentorship efforts, challenges, and opportunities.				

IMPLEMENTATION REPORTING TEMPLATE

Schedule Of Dates

QUARTERLY REPORT #	START DATE	END DATE	SUBMISSION DATE
1			
2			
3			
4			
5			
6			

Quarterly Report 2 -5: Business Growth Accelerator Program execution, monitoring, and evaluation

CAPACITY & CAPABILITY DEVELOPMENT			
3. TRAINING			
Technical Assistance			
# and types of technical assistance provided	# of technical assistance events (planned vs organized)	*# of technical assistance hours (planned vs delivered)*	*# of attendees*
Provide an overview of the technical assistance activities, challenges, and remediation actions for the past quarter and opportunities for the next quarter.			

One-On-One Counseling				
# of one-on-one counselors	# or Types of counseling provided	*# of one-on-one counseling events (planned vs organized)*	*# of one-on-one counseling hours (planned vs delivered)*	*# of attendees*
Provide an overview of the one-on-one counseling activities, challenges, and remediation actions for the past quarter and opportunities for the next quarter.				

Mentorship			
# of mentors	# or nature of the mentoring provided	*# of mentoring hours (planned vs delivered)*	*# of attendees*
Describe and or comment on overall Mentorship efforts, challenges, and opportunities.			

MARKETING & BRAND DEVELOPMENT		
MARKETING, OUTREACH		
Advertisement		
# of success stories, editorials published	# of press release issues	# Number of tweets, LinkedIn, Facebook posts and reach/views (if possible)
• *Describe how your marketing efforts contributed to the participants' brand development during this quarter.* • *Describe the challenges encountered during this quarter* • *Describe the opportunities that you can leverage during the following quarter.*		

EVENTS		
Networking	**Matchmaking**	**Complaints/Feedback**
# of networking events organized	# of match-making events organized	# of complaints/feedback from participants (received vs addressed)
# of attendees (trainees vs partners)	# of attendees (trainees vs partners)	# of external/public/media complaints/ feedback (received vs addressed)
		# of FOIL requests received
• *Provide an overview of the public event organized and challenges encountered during this quarter.* • *Describe the opportunities for the next quarter.* • *Provide a brief overview of the complaint(s) from both participants and the public received and how you addressed them during the quarter.* • *Describe your prevention approach or system you put for the following quarter.*		

PARTNERSHIP & RELATIONSHIP
Partnership & Relationship development
# of new partnerships developed
# of state and government customers
# of local, community, and neighborhood partners
# of private, industry, and business partners
# of partnership events attended
• *Provide an overview of partnership and relationship efforts and challenges encountered during this quarter.* • *Describe partnership opportunities for the next quarter.*

PROCUREMEMT & CONTRACT ADMINISTRATION
PROCUREMENT
Bids, Awards
# of contracts/ opportunities identified and shared
# of responses/submissions to contracts/ opportunities identified and shared
# of contracts/ opportunities awards and bid amount received
• *Provide an overview of procurement efforts and challenges encountered during this quarter.* • *Describe partnership opportunities for the next quarter.*

ACCESS TO CAPITAL			
1. FINANCING:			
Financing, Investment, Loans, Credit			
# of new financing & investment partnerships developed		*# of financing & investment events attended/organized*	
# of new investment and financing amounts obtained/leveraged (Plus total amount)		*# of loans, credits and amount obtained*	
# of firms with improved credit limit or capability			
• *Provide an overview of your efforts to support participants financing and investment standing and challenges encountered during this quarter.* • *Describe financing and investment opportunities for the next quarter*			
2. INSURANCE			
Insurance, Bonding			
# of new insurance, bonding partnerships developed	# of insurance and amount obtained	# of bonds and amount obtained	*Amount of insurance saving realized & reduced)*
• *Provide an overview of procurement efforts and challenges encountered during this quarter.* • *Describe insurance and bonding opportunities for the next quarter.*			

BUSINESS SUSTAINABILITY	
1. BUSINESS GROWTH PLAN	
Business Growth Plan Progress	
# of firms with business growth plan completed	*Share (%) of business growth plan completed by participating firms*
• *Provide an overview of the progress of the cohort business growth plan.* • *Provide an overview of individual participant firm's business growth plan, including challenges, and strategy and action plan to overcome challenges during the quarter.* • *Provide an overview participant business growth plan opportunities for the following quarter.*	
2. CAPITAL & HUMAN ASSETS	
Business Capital	
# and total of capital assets acquired per participating firm	*# Total amount of capital assets acquired*
• *Describe the beneficiary participation to the program impacted the firm business capital grow during the quarter.* • *Describe the action undertaken by the incubator.* • *Describe the projected impact during the following quarter.*	
Employment & Jobs	
# of new jobs created per participating firm	*Total number of jobs and employment created*
• *Describe the beneficiary participation to the program impacted the firm's employment and jobs growth during the quarter.* • *Describe the action undertaken by the incubator.* • *Describe the projected impact during the following quarter.*	

PROGRAM FUNDING	
1. PROGRAM EXPENDITURE	
Expenditure	
# Amount of program fund expended by category	*# Amount of reimbursable expenses*
•*To the extent possible, please share any comments on the state of the program expenditure.*	

2. PROGRAM FUND DISBURSEMENT
Reimbursement

# or amount of requested disbursement/reimbursement amount	*# or share of MWBE utilization reached*

To the extent possible, please share:

- *Any concerns about your current*
- *If you plan to submit requests for reimbursement.*

POST- PROGRAM IMPACT ASSESSMENT TEMPLATE

Schedule Of Dates

QUARTERLY REPORT #	START DATE	END DATE	SUBMISSION DATE
1			
2			
3			
4			
5			
6			

Quarterly Report 6: Business Growth Accelerator Program execution, monitoring, and evaluation

CAPACITY & CAPABILITY DEVELOPMENT

4. TRAINING

Technical Assistance

# and types of technical assistance provided	# of technical assistance events (organized)	*# of technical assistance hours (delivered)*	*Total number of attendees*

- *Provide an overall overview of the technical assistance activities, challenges, and remediation actions.*
- *Comment on any interests and plan to pursue form of technical assistance with participants going forward.*

One-On-One Counseling

# of one-on-one counselors	# or Types of counseling provided	*# of one-on-one counseling events (organized)*	*# of one-on-one counseling hours (delivered)*	*# of attendees*

- *Provide an overview of the one-on-one counseling activities, challenges, and remediation actions during the post-program phase.*
- *Comment on any interests and plan to pursue any forms of one-on-one counseling with participants going forward.*

Mentorship

# of mentors	# or nature of the mentoring provided	*# of mentoring hours (delivered)*	*# of attendees*

- *Provide an overview of the mentorship activities, challenges, and remediation actions during the post-program phase.*
- *Comment on any interests and plan to support any forms of mentoring for participants going forward.*

MARKETING & BRAND DEVELOPMENT		
MARKETING, OUTREACH		
Advertisement		
# of success stories, editorials published	# of press release issues	# Number of tweets, LinkedIn, Facebook posts and reach/views (if possible)
• *Summarize your marketing efforts and impacts during the post-program stage.* • *Describe the challenges and opportunities encountered during this timeframe.* • *Share any insights about potential ongoing marketing efforts, if applicable.*		

EVENTS	
Networking	
# of networking events organized	# of attendees (trainees & partners)
• *Summarize your networking efforts and impacts during the post-program stage.* • *Provide an overview of challenges encountered and opportunities going forward.* • *Share any insights about potential ongoing networking efforts, if applicable.*	
Matchmaking	
# of match-making events organized	# of attendees (trainees vs partners)
•*Summarize your matchmaking efforts and impacts during the post-program stage.* •*Provide an overview of challenges encountered and opportunities going forward.* • *Share any insights about potential ongoing matchmaking efforts, if applicable.*	

Complaints/Feedback		
# of complaints/feedback from participants (received vs addressed)	# of external/public/media complaints/ feedback (received vs addressed)	# of FOIL requests received
• *Provide a brief overview of the program complaint(s)/feedback from both participants and the public received and the actions taken.* • *Comments on pending or unresolved issues*		

PARTNERSHIP & RELATIONSHIP
Partnership & Relationship development

# of new partnerships developed	*# of local, community, and neighborhood partners*
# of state and government customers	*# of private, industry, and business partners*
# of partnership events attended	

- *Provide an overview of partnership and relationship efforts and impacts on participants.*
- *Describe the challenges encountered and opportunities going forward.*
- *Share any insights about potential ongoing partnership and relationship efforts, if applicable.*

PROCUREMENT & CONTRACT ADMINISTRATION
PROCUREMENT
Bids, Awards

# of contracts/ opportunities identified and shared	# of public and/or private contracts secured (Won/Applied = Success rate)
Total revenue/income generated per participating firm	

- *Provide an overall overview of procurement efforts, impacts, and challenges encountered.*
- *Describe any resources and guides produced and share with participants for the ongoing follow-up and actions.*

ACCESS TO CAPITAL
3. FINANCIAL CREDIBILITY:
Financing, Investment, Loans, Credit

# of new financing & investment partnerships developed	*# of participating firms with improved financial statements (Revenue growth)*
# of new investment and financing amounts obtained/leveraged (Plus total amount)	*# of firms with improved credit limit or capability (Credit growth)*

- *Provide an overall overview of your efforts to support participants' financing and investment standing challenges encountered during the post-program stage, and opportunities going forward.*
- *Share any insights about potential ongoing financial assistance and commitment efforts, if applicable.*

4. INSURANCE

Insurance, Bonding

# of new insurance, bonding partnerships developed	# and amount of insurance and bonds obtained	# of insurance and bonds and amount obtained	*# and amount of insurance/ bonding saving realized & reduced (including and share of capacity increased)*

• Provide an overall overview of procurement efforts and challenges encountered during the post-program stage, and insurance and bonding opportunities going forward.

•Share any insights about potential ongoing insurance and bonding assistance or commitment efforts, if applicable.

BUSINESS SUSTAINABILITY

3. BUSINESS GROWTH PLAN

Business Growth Plan Progress

# of firms with business growth plans completed	*Share (%) of business growth plan completed by participating firms*

• Provide an overall overview of the progress of the cohort business growth plan.

• Provide an overall overview of individual participant firm's business growth plan, including challenges and opportunities.

• Share any lessons learned and insights about potential ongoing business growth assistance or commitment efforts, if applicable.

4. CAPITAL & HUMAN ASSETS

Business Capital

# and total of capital assets acquired per participating firm	*# Total amount of capital assets acquired*

• Provide an overall overview of how the program benefited business capital grow.

• Share any lessons learned and insights about potential ongoing business capital assistance or commitment efforts, if applicable.

Employment & Jobs	
# of new jobs created per participating firm	*Total number of jobs and employment created*
• *Provide an overall overview of how the program benefitted business' employment and jobs growth.* • *Share any lessons learned and insights about potential ongoing employment and jobs growth assistance or commitment efforts, if applicable.*	

PROGRAM FUNDING	
3. PROGRAM EXPENDITURE	
Expenditure	
# Amount of program funds expended by category	*# Amount of reimbursable expenses*
• *To the extent possible, please share any comments on the state of the program expenditure.*	

4. PROGRAM FUND DISBURSEMENT	
Reimbursement	
# or amount of requested disbursement/reimbursement amount	*# or share of MWBE utilization reached*

To the extent possible, please share:

- *Any concerns about your overall program expenditures, and commitments.*
- *Any pending reimbursement requests.*
- *Share any lessons learned and insights about the program funding.*

5. PROGRAM SUSTAINABILITY

Funding Leverage

# of private and public grants secured as a result of the program

- *Share any insights about ongoing commitment efforts, if applicable.*