



Andrew Cuomo
Governor

Howard Zensky
ESD President, CEO & Commissioner

New York State Department of Economic Development

REQUEST FOR PROPOSALS

Operation of Gateway Information Center

(Located in Town of Beekmantown, Clinton County)

RFP Number: 19-6138

**PROPOSALS DUE: February 26, 2019
BY 5:00 P.M.**

RFP Released: January 31, 2019

Request For Proposal (RFP) Response Form

RFP # 19-6138

Please review this RFP. Complete the following information and mail this form OR if submitting a proposal, this form together with you entire proposal, to the address at the bottom of this page. Late proposals cannot be accepted.

 Attached is our proposal

 We do not intend to submit a proposal for the following reason(s):

Name of Organization: _____

Address: _____

- Is this address your company’s principal place of business? Yes_____ No_____

The term “principal place of business” is defined as follows:

A company’s principal place of business is generally considered to be the enterprise’s main office, where the regular meetings of its board of directors occurs, and where a company’s business is managed, conducted and directed, regardless of where the administrative departments or the physical property of the business are located. For purposes of determining the principal place of business, a foreign business enterprise’s principal place of business is not necessarily the same as its state of incorporation. In sum, the determinate is where the actual “business” of the corporation takes place.

If the above address is not your principal place of business, please indicate the full address of your principal place of business on the following lines:

- Will this product or service be substantially produced in NYS: Yes_____ No_____
- Subject to the “Conditions Governing Proposals” article stated in this RFP, proposals must be in agreement with all terms and conditions of this RFP.

Phone #: _____ **Fax #:** _____

Signature: _____ **Date:** _____

Type or Print Name and Title: _____

**Mail this as the first page of your proposal.
If not submitting a proposal, please e-mail this form to: tourismrfp@esd.ny.gov**

REQUEST FOR PROPOSALS (RFP No. 19-6130)

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- Exhibit A – Standard Clauses for All New York State Contracts
- Exhibit B – Budget
- Exhibit C – Floor Plan
- Exhibit D – Report of Contact Form/Procurement Lobbying
- Exhibit E – Vendor Responsibility Information
- Exhibit R – Travel Guidelines

Bidder's Identifying Data

Bidder's Name _____

Business Address Street _____

City _____

State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

NYS Vendor I.D. No. _____ Federal I.D.. Number _____

If Bidder is a Partnership complete the following:

Name of Partners or Principals

Business Address

If Bidder is a Corporation completes the following:

Name

Business Address

President:

Secretary:

Treasurer:

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE
FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State

BY SUBMISSION OF THIS BID, BIDDERS AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowing be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE 1, 2, 3 ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[BIDDERS AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ Day of _____, 20__ as the act and deed of said individual, corporation or partnership.

Person Legally Responsible for Binding Bidder

Name _____ Title _____

Signature _____

Joint or combined bids must be certified on behalf of each participant

Legal name of person, firm or corporation

Legal name of person, firm or corporation

Person(s) Legally Responsible for Binding Participant

Name _____

Name _____

Title _____

Title _____

Business Address _____

Business Address _____

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

- (1) has business operations in Northern Ireland;

Yes ____ or No ____

if yes:

- (2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ____ or No ____

Signature

Date

SECTION I - ADMINISTRATIVE INFORMATION

1.0 PURPOSE

The New York State Department of Economic Development (hereafter referred to as NYS DED or the Department) has issued this Request for Proposal (RFP) to solicit proposals for the services of a qualified contractor (also referred to herein as the successful bidder or the Contractor) to maintain, operate and staff the Gateway Information Center (also referred to as the Center or Gateway Center) located on Interstate 87 (I-87) South at the Beekmantown rest area.

1.1 INQUIRIES

All questions must be submitted in writing via email to tourismrfp@esd.ny.gov with **Beekmantown Gateway Center in the subject line. Please do not contact the department by telephone. Questions must be received by the department no later than February 13, 2019 by 5:00 pm est.** All inquiries must cite the particular RFP section in the questions. Answers to all questions of a substantive nature will be provided to all known recipients of the RFP, posted on the NYS Contract Reporter and also at: <https://esd.ny.gov/doing-business-ny/requests-proposals> under the heading of this RFP title.

1.2 SCHEDULE OF PERTINENT DATES

Release of RFP	January 31, 2019
Deadline for Receipt of Questions	February 13, 2019 by 5:00 PM EST
Submission of Proposals	February 26, 2019 by 5:00 PM EST
	Late proposals cannot be accepted.
Oral Presentations/Interviews	By appointment at the discretion of NYSDDED
Award of Contract	February/March 2019

1.3 PRE-BID CONFERENCE

There is no pre-bid conference for this project.

1.4 SUBMISSION OF PROPOSALS

Interested individuals or firms must submit their proposals no later than **5:00 P.M. U.S. Eastern Standard Time, on February 26, 2019.** Submit five (5) copies of the proposal to the following address:

NYS Department of Economic Development
Office of Fiscal Management
Broadway – DEC Building – 8th floor
Albany, NY 12245
Attention: Lisa Sutton

In addition to the hard copies, the Applicant **must** submit an identical electronic version of their entire proposal, including budget and completed forms to tourismrfp@esd.ny.gov with Operation of Beekmantown Gateway Center – “*your company name*” in the subject line. Electronic copies are used for administrative purposes and **DO NOT** fulfill the requirement to submit the hard copies by the deadline.

* It is the responsibility of each individual or firm to ensure timely submission of its proposal. Proposals received after the scheduled date and time cannot be accepted.

NYS DED reserves the right to contact company partners and other individuals identified in the proposal

to validate or elaborate on the information presented.

1.5 DESIGNATED CONTACTS

For the purpose of the Procurement Lobbying requirements of this RFP (see section 3.6 and Exhibit D), the Department's designated contact shall be Lisa Sutton and employees designated by the Department as part of the Department's Contract Management Unit and all staff designated by the Department to have responsibilities and duties in the Department's Administration and Counsel's Office.

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. Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts listed in this RFP. (refer to: <https://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>)

SECTION II - BACKGROUND & SCOPE OF SERVICE

2.0 BACKGROUND

The Department of Economic Development is empowered under Section 100 of the Economic Development Law to investigate, study and undertake ways and means to promote the prosperous development and protection of the legitimate interest and welfare of New York business and to conduct a program of information and publicity designed to attract tourist and other interested persons to New York State. This project is intended to further the tourism industry in New York State, and the overall economic development of New York State including Clinton County.

The Department is seeking a Contractor to maintain and operate the Gateway Information Center (Center) located on Interstate 87 (I-87) South at the Beekmantown rest area in Clinton County, beginning April 1, 2019 thru March 31, 2024.

This Gateway Information Center has been in operation since 1995. The Information Center welcomes travelers from Canada and provides general assistance to all travelers. Directions and brochures regarding New York State tourism destinations are available at the Center from every county of the State. Approximately 103,000 travelers visit the Information Center each year. The Center displays an average of 200 different brochures which are available to visitors free of charge. Yearly approximately 198,000 brochures are distributed to travelers.

The Gateway Information Center operates the following hours: 9:00 a.m. to 5:00 p.m. daily. The Center shall be maintained and staffed seven days a week on a year-round basis excluding Thanksgiving, Christmas and New Year's Day.

Services now provided at the center include:

- Large map of New York State – this allows travelers to become familiar with the different areas in the State;
- A concierge style service – to assist travelers;
- Free WIFI – allows travelers to use their electronic devices

The building in which the Information Center is located is provided rent-free to the contractor by the New York State Department of Transportation (DOT). **The Display Area of the Information Center is approximately 2,200 sq. ft.** The contractor will be responsible for maintenance and repair to both the interior and exterior of the structure known as the Tourism Information Center. This includes: all lighting including bulbs and fixtures, both interior and exterior, landscaping in planters and mulch beds, water drainage and sanitary lines specific to the Information Center, all janitorial services, equipment and supplies, all energy costs, repair and replacement of any damaged portions of the building both exterior and interior, such as windows, hardware and lighting fixtures, all painting and decorating measures necessary to maintain an attractive appearance both interior and exterior. These items of maintenance and repairs are the responsibility of the Contractor, whether caused by ordinary wear and tear, vandalism, act of God or other causes.

As the Information Center is located on an Interstate Highway, it is subject to regulations of DOT and the Federal Highway Administration. Attached as Exhibit D is "Standard Clauses for Federal Government Approval". Exhibit D will be incorporated into any contract developed from this Request for Proposals (RFP).

2.1 SCOPE OF SERVICES:

The Contractor shall encourage and assist in the development of tourism by operating and maintaining the Gateway Information Center as described in this RFP.

The following activities constitute the assignment for this project:

- The Gateway Information Center shall be maintained and staffed on a year-round basis, seven days a week.

The Center currently operates with a staff as follows. Your proposal MUST include similar titles and staffing levels:

Director/Administrator (One Full-time)

The Director/Administrator (hereafter the Director), is responsible for all the Center's operations, i.e., personnel, payroll, record keeping, reports and other related duties as agreed to by the Contractor and the Department. The Director determines employee scheduling, collects and collates data, maintains day-to-day operational inventory records and develops community awareness. The Director is responsible for insuring cleanliness and maintenance of the Center.

Supervisory Clerk (One Full-time)

The Supervisory Clerk is responsible for the dispensing of accurate New York State travel related information to assist the traveler in his/her journey through the State. This full-time Clerk must be well-groomed, courteous and knowledgeable about the State's geographic regions and its tourist attractions. It will be the Supervisor's duty to collect data, replenish and maintain collateral inventory in display racks and storage. The Supervisory Clerk maintains daily records of information gathered from questionnaires and the guest registry. This Supervisory Clerk supervises the part time Travel Clerks as well as Seasonal staff.

Travel Clerks (Two to Three Part Time – depending on volume of travelers)

The Center has at least one and often at peak travel periods another Part-time Travel Clerks working. These Clerks are responsible for dispensing accurate New York State related information to assist the traveler in his/her travel through the State. Clerks must be well groomed, courteous and knowledgeable about the State's geographic regions and its tourist attractions. Travel Clerks will replenish and maintain collateral inventory in display racks and storage. Also, they sometimes will maintain daily records of information gathered from questionnaires and the guest registry. Travel Clerks should be available to be scheduled in such manner as to guarantee continuous operation of the Center.

Janitorial/Maintenance

This person will maintain the cleanliness of the Center. Duties include washing windows, collecting waste, keeping floors clean, assisting in the stockroom, general repairs and other duties deemed necessary by the Director for the operation and appearance of the Center. Contractor may contract with a company to maintain the cleanliness of the Center.

The above listing of staff is furnished for informational purposes only. Bidders may propose other titles and job duties and/or subcontract arrangements, deemed necessary to operate the Center in an efficient and economical manner.

- Coordination Effort

At the Department's request, the Contractor may be asked to introduce additional services to insure consistency with other NYS Gateway Centers. If such a request is made and results in net additional cost to the Contractor, any contract resulting from this RFP will be amended to provide supplemental consideration.

- Funding

The NYS DED expects to receive \$196,000 annually (NYS fiscal year April 1 – March 31) from State Budget appropriations for the operation of the Gateway Center. Should the State Budget Appropriation for operation of this Gateway Center be increased the Contractor may submit a revised Budget (Exhibit B), explaining how the additional funds may be utilized. If the Department agrees with the Contractor's revised budget, the contract will be formally amended to include the revised budget. Should the State Budget Appropriation for operation of this Gateway Center be decreased the Contractor may be asked to submit a revised Budget (Exhibits B1 & B2), explaining how the Center can be operated given reduced funding. Should the Department agree with the Contractor's revised budget, the contract will be formally amended to include the revised budget. In the event of a State Budget Appropriation decrease and no agreement as to a revised Budget (Exhibit B) either party may unilaterally withdraw from the Contract for convenience by giving the other party thirty calendar days written notice.

- Exhibit B

Please complete Exhibit B “The Budget” for each of the five years. Funding for this project is described above in Section 2.1. When completing Exhibit B (the Budget) take into consideration that personnel costs include payroll taxes, workers compensation, and other fringe benefits such as retirement programs and health care (if offered). Operational costs include items such as utilities, telecommunications, postage, office supplies, maintenance supplies, etc. The NYS DED anticipates travel expense associated with this project to be minimal. Your proposal may contain a budget line for reasonable travel expenses. Reimbursement for costs related to anticipated travel will be in accordance with the maximum rates permitted by the Travel Guidelines of the New York State Office of State Comptroller and can be found at the following website: <https://www.osc.state.ny.us/agencies/travel/travel.htm#>. The Contractor is responsible for supplying public liability insurance and fire and theft insurance. The successful bidder shall provide and keep in effect during the term of the Contract, a policy of public liability insurance in standard form wherein the liabilities of the Contractor, Federal Highway Administration (FHWA), the State of New York, New York State Department of Economic Development and New York State Department of Transportation shall be insured for injury arising directly or indirectly from the use of the premises. Such insurance shall be in the amount of not less than Three Hundred Thousand Dollars (\$300,000) for one injury or death resulting from any occurrence, and not less than One Million Dollars (\$1,000,000) for more than one injury or death resulting from any one occurrence, and not less than twenty-Five Thousand Dollars (\$25,000) for property damage as the result of any one occurrence. All policies of such insurance shall provide that the same may not be cancelled except upon ten (10) days prior written notice to each named insured. The contractor shall furnish NYS DED with a certified copy of each policy or insurance obtained in compliance herewith.

Please follow the budget formats provided in Exhibit B, do not substitute your own budget format.

- Do not include rental costs for the Gateway Center building itself. The Center is provided rent free through the courtesy of the NYS Department of Transportation.
- The Budget contains the fees to be charged and expenses to be incurred by the Contractor during the term of any contract resulting from this RFP. Upon written approval of the DPD Officer, the Contractor may adjust the components of said fees and expenses (but not the rates of reimbursement) by an amount not to exceed ten percent (10%) of the original amount of such components; provided, however, that the total consideration payable to the Contractor by the NYS DED shall in no way be altered as a result of such adjustments.

Minimum Information Center Requirements:

- The Center shall be maintained and staffed on a year-round basis, eight hours daily seven days a week excluding Thanksgiving, Christmas and New Year’s Day. All employees must possess skills necessary for assisting travelers. Employees must be knowledgeable about all regions of the State.
- The Contractor will be responsible for training employees regarding day-to-day operations and updating them on tourist information. The Department, at its discretion, will provide hospitality, statewide informational and geographical training.
- All publications produced by the NYS DED for the purpose of promoting tourism or business development and all publications produced with NYS DED administered Tourism Matching Funds, will be distributed at no cost to the organizations producing the material. Other publications promoting specific attractions, hotels, events, etc., can be distributed for a fee which must be approved by the Department’s DPD Officer.
- The NYS DED maintains another Gateway Center in Kirkwood, New York. The Contractor may offer Kirkwood customers an opportunity to display advertising materials at a discounted rate at the Beekmantown Gateway Center if such materials are also displayed at the Kirkwood Gateway Center.
- The Gateway Center’s Display Area is approximately 2,200 sq. ft. After the contract is awarded, the NYS DED will agree to the percentage of display space proposed or negotiate with the successful bidder for a different percentage. Periodically, the NYS DED will review with the Contractor for the floor space allocation and negotiate any required adjustment. Negotiations regarding allocated floor space for advertising will be

based on Statewide versus regional need/equity, quantity and importance of materials. Preference will be given to NYS produced and Tourism Matching Funds publications.

- At no time shall any material promoting other U.S. states, foreign countries or any other non-NYS government entity be displayed. Any other materials to be displayed and not already discussed in Section 2.1 of the RFP, must also be approved by the DPD Officer unless the DPD Officer waives such right in writing.

2.2 DELIVERABLES

The deliverables for this project are consistent with the Scope of Services discussed above.

2.3 DEPARTMENT PROJECT DIRECTOR

The designated Department Project Director (DPD) for this project is:

Mr. Ross Levi, Executive Director of Tourism
NYS Department of Economic Development
Albany, NY 12245

The DPD may be reassigned at the discretion of the Department.

2.4 MANDATORY QUALIFICATION REQUIREMENT

To be considered for the award of this project, your proposal must demonstrate that your organization has an expertise in tourism promotion, an extensive knowledge of the tourism destinations of the region and the state, and a **minimum of three years' service operating a public information center**. The required service must be completed before the due date of this RFP.

2.5 SELECTION CRITERIA

Proposals which meet all the requirements of this RFP will be evaluated by NYSDDED, based on the Selection Criteria stated in this section.

Proposals will be scored based on the following criteria:

1. Experience (25 points)
How well the bidder meets the qualification requirements addressed in Section 2.1 and 2.4 of the RFP. Quality and relevance of the Contractor's past experience including operation of a public information center.
2. Ability to perform the required services (30 points)
Evaluation of the approach proposed to accomplish the Scope of Service of this RFP (Section 2.1);
3. Organization and Staffing (20 points)
Evaluation of the proposal to insure the Operation of the Gateway Center will be done in an efficient and economical manner.
4. Cost (25 points)
Please complete Exhibit B – Budget in full
Do not change the budget format. Your budget **must** be separately bound from the rest of your proposal to allow for the cost evaluation to be completed independent of the technical evaluation.
5. References (0 points)
Points will not be awarded for references. However, references must be submitted to qualify your proposal for evaluation. Bidders must supply a

minimum of three references who can substantiate the quality of the bidder's work as described in Section 2.1 of this RFP.

2.6 EVALUATION PROCESS

Initial evaluation of proposals will be done in two parts – Technical Evaluation and Cost Evaluation. NYSDDED's Evaluation Committee will review the technical portion of each proposal based on the technical criteria listed above. NYSDDED's Evaluation Committee will not be advised of the costs proposed or cost scores (points awarded for cost) prior to the selection of the Finalists. However, the Evaluation Committee may be advised of information contained in each bidder's budget (Exhibit B) if such information is deemed by the Department to be pertinent in assessing the level of effort to be put forth by the bidders in performing the project. Then cost scores, computed by NYSDDED's Contract Management Unit based on a weighted average formula, will be added to the technical score resulting in the total score for the written proposal.

NYSDDED reserves the right to determine whether oral presentations/interviews will be necessary. If NYSDDED decides to conduct oral presentations/interviews, such oral presentations/interviews will occur as follows:

Following the evaluation of proposals as provided above, the Evaluation Committee will determine the Finalists to be interviewed as those having the highest average of combined technical and cost scores. NYSDDED anticipates that three (3) proposers will be selected as Finalists. The Department reserves the right to select any number of firms as finalists.

Each Finalist will be notified of the date and time of their oral presentation/interview to be held, either via telephone/video conference. The oral presentation/interview should further document the proposer's ability to provide the required services. Key personnel directly responsible for the project including the Senior Project Consultant should be present and participate in the oral presentation/interview. The purpose of the oral presentation/interview is to impart to the Evaluation Committee an understanding of how specific services will be furnished and clarify other information included in the proposal. Further information with regard to the format of this stage of the evaluation may be provided to the finalists prior to their oral presentations/interview.

2.7 CONTRACT AWARD

Following the oral presentation/interviews, if any, the Evaluation Committee members will re-score each proposer interviewed on the technical criteria listed above. NYSDDED anticipates that the Evaluation Committee will make an award recommendation of one proposer based upon its determination of the best value for NYSDDED as the highest total scores (technical and cost).

Upon selection, negotiations will be commenced with the successful proposer to enter into a contract setting forth the general terms that would govern any subsequent contract for services contemplated by this RFP. The Department will not enter into protracted negotiation with the successful bidder over contract terms and conditions or wait an unreasonable amount of time for the return of a signed contract. If the successful bidder does not sign and return to the Department the proposed contract including any draft of the proposed contract, within thirty (30) calendar days of receipt by the Contractor, the Department reserves the right to declare the award of the project to the Contractor null (null award). The Department will not be responsible for any cost incurred by the Contractor as a result of a null award. An award will then be made to the next highest scoring proposer.

2.8 DEBRIEFING

An unsuccessful bidder has the right to a debriefing regarding the reasons its proposal was not selected for award. Upon request, the Department will provide a debriefing to any unsuccessful applicant as to the reasons

that the proposal submitted was not selected for an award. To request a review of an unsuccessful proposal, contact the Department via e-mail at tourismrfp@esd.ny.gov. A review should be requested by an unsuccessful bidder within thirty (30) days of the date of the notice that its proposal was not selected for an award.

2.9 PROTESTS AND APPEALS

1. Protests

Any interested party may file a protest, in writing, with the NYS Dept. of Economic Development DED. within ten (10) business days from the date of the notice of the contract award, except:

- where a protest concerns the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids), in which case that protest must be filed on or before the date set in the solicitation for the receipt of bids or proposals; or
 - where DED determines that sufficient circumstances exist and has set forth a different time period for filing protests.
- a) Once received by DED the protest shall be refer either to an individual employee or group of employees of DED. No such employee will have been actively involved in the procurement process being protested. DED will provide a copy of any protest filed to the successful bidder.
 - b) DED may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest raises only issues of law that have already been decided.
 - c) DED shall issue a determination within fifteen (15) business days of the filing of the protest. The answer to the protest should address all the factual and legal allegations contained in the protest. A copy of the answer shall be simultaneously delivered to the protester and the successful bidder.
 - d) During the time period in which a protest may be filed, or during the resolution of a pending protest, DED may negotiate terms and conditions of the contract or grant award with the successful bidder. However, a contract or grant award will not be approved by the DED prior to the expiration of the time period for filing a protest, or, if a protest has been filed, before the DED issues a determination of the protest.
 - e) The person or persons designated by DED to consider the protest shall prepare a written recommendation addressing all of the issues that have been raised by the protest.
 - f) DED may accept, modify or reject such recommendation.
 - g) In making his/her determination with regard to the protest, the DED designee may, in his or her sole discretion, consider any additional information from any source relating to the allegations set forth in the protest.
 - h) All parties that have participated in the protest, as well as the original successful bidder, shall be provided with a copy of the final determination of DED. The determination shall be made part of the procurement or grant award record.

2. Appeals

All parties receiving a copy of the DED final determination will also receive a copy of the current “[Contract Award Protest Procedure For Contract Awards Subject To The Comptroller’s Approval.](#)” This document explains the time periods and procedure for filing a protest with the Office of the State Comptroller.

An interested party has ten (10) business days from the date it receives DED’s determination to file an appeal with the Bureau of Contracts in the Office of the State Comptroller.

https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/files/XI_17_att1.pdf

2.10 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which

time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should NYSDDED receive information that a person is in violation of the above-referenced certification, NYSDDED will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDDED shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDDED reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

SECTION III – CONTRACTUAL INFORMATION

3.0 GENERAL INFORMATION

In preparing proposals, individuals and firms should follow the guidelines within this RFP.

3.1 COMPLETE PROPOSAL

Each participating individual or firm must submit a complete proposal with each element of the Selection Criteria Section 2.5, addressed. Your proposal must include: Title page, indicating: Name, address (both mail and email) phone number, contact person, federal ID number and NYS Vendor ID number if know. It must also include a statement that the offer shall be firm and not revocable for a period of 60 days unless withdrawn in writing.

Bidders must meet the requirements of, and provide information to substantiate that you meet the Mandatory Qualification Requirements described in Section 2.4 of this RFP. Detailed information on this past experience must be included in your proposal. Your proposal must also explain your approach to accomplishing the Scope of Service described in Section 2.1 of this RFP. References must be submitted to qualify your proposal for evaluation. In addition, you must complete the budget forms which appears in this RFP as Exhibit B. Failure to provide the information requested in this RFP can result in the rejection of your proposal.

In addition to your complete proposal and budget form, please complete and include Bidders Identifying Data, Non-Collusive Bidding Certificate and McBride Fair Employment Principals form along with Exhibits D and E (Procurement Lobbying Disclosures and Responsibility Questionnaire Information (and questionnaire if not completing online).

The Successful Respondent may also be required complete the following but their inclusion is not required at the time of proposal:

- New York State tax forms ST-220-CA and ST-220-TD. The ST-220-CA may be found at: [ST-220-CA doc.](#). The ST-220-TD may be found at: [ST-220-TD doc.](#)
- A State Consultant Services *Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term* (Form A) available at: [Form A doc.](#)
- The State Consultant Services *Contractor's Annual Employment Report* (Form B), to be submitted annually, available at: [Form B doc.](#) More information on the consultant services reporting can be found at: [OSC-GFO](#).
- All businesses and other parties applying for a government permit, license or contract must prove compliance with New York State workers' compensation and disability benefits requirements. **The vendor awarded the contract from this solicitation will be required to provide proof of NYS workers' compensation and disability insurance.**

3.2 CONDITIONS GOVERNING PROPOSALS

(a) Only those bidders that have supplied complete information will be considered.

(b) FOIL: Any patented or proprietary information included in the proposal must be clearly identified in the proposal and in a cover letter submitted with the proposal (see Section 3.3 below).

(c) The Department reserves the following prerogatives:

- to accept or reject any or all proposals;
- to decline to award a contract resulting from this RFP;
- to require clarification from any bidder for the purposes of assuring a full understanding of responsiveness to the requirements of the RFP;
- to waive or modify minor irregularities in proposals received;

- to eliminate mandatory requirements unmet by all bidders;
- to negotiate with any or all bidders, within the proposal requirements, to best serve the interests of the State of New York;
- to amend the specifications contained in the RFP after release, with due notice given to all potential bidders known to the Department, to reflect the changed specifications; and
- to utilize any or all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights.

(d) By submitting a proposal, the bidder agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in this RFP.

3.3 FREEDOM OF INFORMATION LAW

The Department is subject to the Freedom of Information Law (FOIL), which governs the process for the public disclosure of certain records maintained by the Department. (See Public Officers Law, Sections 87 and 89).

Individuals or firms which submit proposals to the Department may request that the Department except certain information from public disclosure, pursuant to Section 87(2) of the Public Officers Law, on the ground that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and should state the reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested.

If the Department grants the firm's request for exception from disclosure, the Department shall keep such proposal in secure facilities and shall notify the firm of any request the Department receives for disclosure of the proposal.

3.4 NOTIFICATION OF AWARD

The Department will notify the successful bidder by written confirmation. The Department will notify, in writing, each bidder whose proposal is not selected for the award of this project.

3.5 COST OF PROPOSAL

The Department is not liable for any costs incurred by any individual or firm, for work performed to prepare its proposal or for any travel and or other expenses incurred in the preparation, submission and/or evaluation of its proposal. Further, the Department is not liable for any costs incurred until the contract has been approved by the Attorney General, Office of the State Comptroller and other regulatory State entities as may be required.

3.6 PROCUREMENT LOBBYING

Please note the following and complete the forms provided in Exhibit D. Please note that Form 4 of Exhibit D must be submitted to the Department whenever you contact us. Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between the Department and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Department and Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in Section 1.1 of this solicitation. To avoid conflicts and other issues concerning statutory exceptions, the Department requires that Offerers/Bidders contact only Department staff identified in the aforementioned section of this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts.

Further information about these requirements can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html> or by calling the New York State Office of General Services; Ms. Anne Phillips, OGS Legal Services, Empire State Plaza, 41st Floor Tower Building, Empire State Plaza, Albany NY 12242. Telephone: (518) 474-5607. E-mail: Anne.Phillips@OGS.State.NY.US .

State Finance Law Sections 139-j and 139-k may be viewed at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

SECTION IV - CONTRATUAL INFORMATION

4.0 CONTRACT PREPARATION

A contract defining all terms and conditions of the parties will be drafted by the Department. The contract may incorporate any or all of this RFP, Standard Clauses for All New York State Contracts (attached hereto as Exhibit/Appendix A), so much of the successful bidder's final proposal as may be appropriate, and other documents as may be deemed suitable by the Department.

After the Department and the successful bidder execute the contract, it must be submitted for approval to the Attorney General's Office and the Office of the State Comptroller. In some cases a contract may also require the approval of any or all of the following before it can become effective: the Department of Civil Service; the NYS Division of the Budget; other NYS control entities as may be required from time to time.

The Department will not enter into protracted negotiation with the successful bidder over contract terms and conditions or wait an unreasonable amount of time for the return of a signed contract. If the successful bidder does not sign and return to the Department the proposed contract within thirty (30) days of receipt by the Contractor, the Department reserves the right to declare the award null at no cost to the Department. Moreover, the Department reserves the right to cancel for cause any proposed amendment to the original contract which is not signed and returned to the Department within thirty (30) days of receipt by the contractor.

4.1 CONTRACT TERM/TERMINATION

The successful bidder shall perform the work and provide services set forth in this RFP for a period of one (1) year from the term start date. Thereafter the contract may be renewed for up to four (4) additional years under the same terms, conditions and rates. The total term of the contract shall not exceed five (5) years.

Once a contract or other agreement resulting from this RFP is fully executed and approved, the Department has the right to cancel it early, in whole or in part, for cause or unavailability of State funds at any time or for convenience on thirty (30) calendar days written notice to the Contractor. If cancelled for cause, payment to the Contractor for charges incurred will be made at the Department's sole discretion. If cancelled for convenience, the Department agrees to pay the Contractor for charges incurred in the performance of the Contract up to the time of cancellation. If cancelled for unavailability of State funds, the Department will not be liable for payment but will use its best efforts to pay outstanding charges previously approved by the Department to the extent permitted by New York State Law.

Additionally, the Department also reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

4.2 PAYMENT PROCESS

Payment for services performed to the satisfaction of the Department shall be made in the ordinary course of State business upon receipt of duly authenticated invoices/claim for payment forms and upon receipt of reports and/or deliverables (such as reports), if required elsewhere in this RFP. Receipts (original copies preferred) for all non-personal expenses must be attached as evidence of cost. The Department shall reimburse the Contractor for travel expenses incurred in the performance of contractual duties, in accordance with State rate, see Exhibit F of this RFP. Claim forms or invoices shall detail expenses in a manner essentially similar to the Budget submitted as part of your proposal.

4.3 REPORTS

In addition to reporting requirements described elsewhere in this RFP if any, the Department requires quarterly reporting. In addition to other information deemed pertinent (including but not limited to operational issues) by the Contractor, the quarterly report will contain the expenditures incurred in the promotion of the Center and operational information such as number of visitors, inventory of brochures, number of brochures distributed, narrative of strengths and weaknesses of the Center. The Contractor will also gather and report on research and survey statistics as deemed appropriate by the Department.

4.4 SUBCONTRACTS & PURCHASES

Subcontracting is permitted when required by the Contractor to fulfill the terms and conditions of this RFP. You must identify the name and address of the subcontracting firm or firms and explain which element(s) of the Scope of Services (Section 2.1) and Budget (see Exhibit B) the subcontractor(s) is responsible for. The NYSDDED is an equal opportunity Contractor and reserves the right to review and approve all subcontracting firms (see Section 4.9 for details on Minority and Women-Owned Business Enterprise subcontracting).

After the contract resulting from this RFP, if any, is awarded, any subcontracts or purchases (except printing) in excess of \$50,000 must adhere to the following:

For subcontracts or purchases which are competitively bid, Contractor must request proposals from a minimum of three (3) qualified firms, and the lowest responsible bidder shall be accepted unless otherwise approved in writing by the Department.

Subcontracts or purchases that are sole or single source (entered into without submission to competitive bid) must be approved in writing by the Department prior to entering into the agreement.

All subcontracts awarded pursuant to this section 4.4 shall adhere to all the terms and conditions set forth in this RFP and the resulting contract.

Sole/Single Source Contracts

For purposes of this agreement, sole source contracts are defined as where only one vendor is capable of supplying the required services or properties because such service or property offered is so unique that it cannot be duplicated or obtained elsewhere, or involves creative artistry of a similar nature.

Single source contracts are defined as where, although more than one vendor can supply the required services or properties, circumstances of a material and substantial nature make the awarding of the contract to one vendor over the others appropriate.

The requirement for competitive bidding may be waived upon prior written approval of the Department's Project Manager provided that prior to the acceptance of such services or properties, the Contractor provides a detailed written statement to the Department which describes the sole or single source determination, the alternatives considered and the terms of the proposed contract. In addition, the Contractor must establish to the satisfaction of the Department, the reasonableness of the proposed expenditure. In general, the price charged to the Department should be no greater than the price charged in the private sector. Sole/single source contracts are to be avoided whenever possible.

4.5 INTELLECTUAL PROPERTY/PERSONAL PROPERTY

The Department reserves the right to include intellectual/personal property provisions in the Contract, 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, all intellectual property is owned by the Department including works made or performed for hire. Specifically exempt from the provisions of this paragraph is property, plant, equipment and software provided by the Contractor to the

Department, for the purpose of carrying out the provisions of this RFP. Property, plant, equipment and software may be subject to intellectual/personal property regulation only when agreed to in writing by the parties.

4.6 REPRESENTATIONS AND WARRANTIES BY THE DEPARTMENT

The Department represents and warrants that it has the legal competence to grant the rights herein to the Contractor if and when a contract is entered into.

4.7 REPRESENTATIONS, WARRANTIES, AND COVENANTS BY THE CONTRACTOR

The Contractor represents warrants and covenants that:

It is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which its home office is located and is, duly authorized to conduct business in the State of New York;

It has the legal power and authority to execute and deliver any contract resulting from this RFP and to consummate the obligations and activities contemplated on its part hereby. The execution and delivery of any contract resulting from this RFP has been duly authorized by the Contractor, and no other proceedings by the Contractor are necessary to authorize the execution and delivery of a contract or the performance of the Contractor's obligations hereunder; All statements of fact contained in the Contractor's proposal, are true, complete, and accurate and shall be true, complete, and accurate during the term of the Contract and any extension thereof; and neither it, nor any of its directors, officers, employees, consultants or subcontractors has or will give anything of value to anyone to procure a Contract between the parties or to influence any official act or the judgment of any person in the negotiation of any of the terms of any Contract resulting from this RFP.

4.8 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES ("MWBE") PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITIES ("EEO")

Pursuant to New York State Executive Article 15-A, NYS DED recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women owned business in the performance of DED contracts. For purpose of this Contract, however, goals will not be established as outlined in DED's MWBE Utilization Plan under exclusions.

Exhibit / Appendix A

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number

or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884 email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017

212-803-2414

email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January 2014

Exhibit B - BUDGET

Contractor Annual Expenses

- Complete the budget for this project in full. Do NOT change the budget format
- Your budget **must** be separately bound from the rest of your proposal.

PERSONNEL	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Total</u>
<u>Title</u>	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
FRINGE:			\$ _____
OPERATIONAL COSTS			
Telecommunications			\$ _____
Supplies Office			\$ _____
Supplies Maintenance			\$ _____
Utilities			\$ _____
Other			
(attach additional pages as necessary)			
_____			\$ _____
Travel (see Exhibit F)			\$ _____
Insurance (public liability 2.1.b)			\$ _____
Insurance (fire & theft)			\$ _____
Subcontractors			
_____			\$ _____
_____			\$ _____
_____			\$ _____
_____			\$ _____
TOTAL ALL EXPENSE CATEGORIES			\$ _____

EXHIBIT C

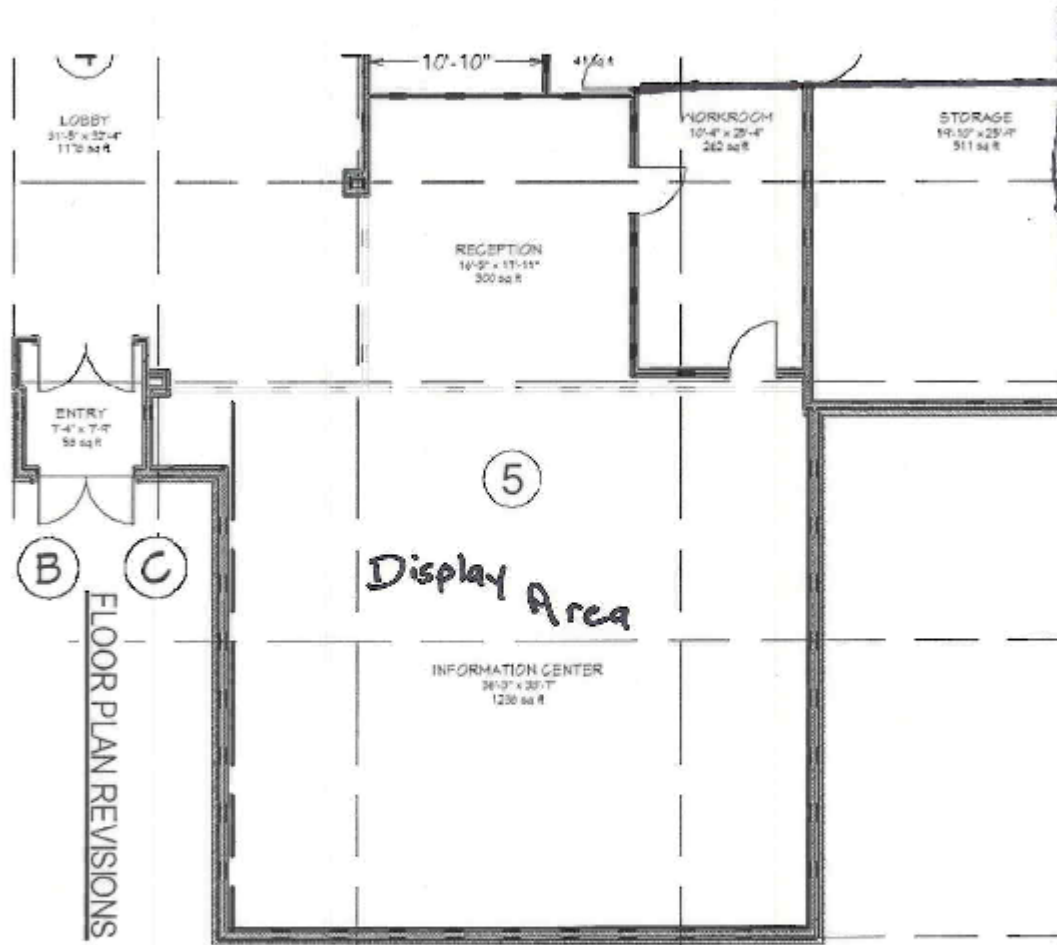


Exhibit D
PROCUREMENT LOBBYING DISCLOSURE PURSUANT TO
SECTIONS 139-J AND 139-K OF STATE FINANCE LAW

(For Agreements of \$15,000 or more please complete this form.)

Statutory Summary

Changes to the New York State Finance Law (referred to as the “new State Finance Law”) effective January 1, 2006, significantly alter the administrative process for the development of State procurement contracts¹. The procedures discussed herein are put in place to address the new State Finance Law. The New York State Department of Economic Development recognizes the considerable additional responsibility that the new State Finance Law places on potential bidders (“Offerers”) as well as on the Department and we regret any inconvenience. The Department assures you that we are interested in receiving a proposal from your company. Among other things, the new law:

- Makes the States lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by the Department.
- Requires the Department to record all contacts made by lobbyists and contractors (you) about a governmental procurement so that the public knows who is contacting the Department about procurements.
- Requires the Department to designate persons who generally may be the **only** staff contacted relative to the Department’s procurement in a restricted period.
- Authorizes the imposition of fines and penalties against persons/organizations engaging in impermissible contacts about a Department procurement and provides for the debarment of repeat violators.
- Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website.
- Expands the definition of lobbying to include procurement contracts.

Generally speaking, two related aspects of procurements were affected: (i) activities by the business and lobbying community seeking procurement contracts and (ii) activities involving governmental agencies establishing procurement contracts. The obligations imposed by State Finance Law Sections 139-j and 139-k are collectively referred to as the “new State Finance Law”. State Finance Law Sections 139-j and 139-k may be viewed at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/sf1139-j.htm> and at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/sf1139-k.htm>

The following contains language and forms (these forms must be completed and returned as part of your proposal, and when indicated at other times during this procurement process) to be reviewed and completed by you the bidder (“Offerer”), in compliance with sections 139-J and 139-k of the State Finance Law.

NYS Department of Economic Development Policy Language

Pursuant to State Finance Law §§139-j and 139-k, this Invitation for Bid includes and imposes certain restrictions on communications between the Department and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Department and Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, are any member of the Department’s Contract Management or Publications Unit. To avoid conflicts and other issues concerning statutory exceptions, the Department requires that Offerers contact only Department staff identified in the aforementioned section of this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html> or by calling the New York State Office of General Services; Ms. Anne Phillips, OGS Legal Services, Empire State Plaza, 41st Floor Tower Building, Empire State Plaza, Albany NY 12242. Telephone: (518) 474-5607. E-mail: Anne.Phillips@OGS.State.NY.US.

Termination Provisions

The Department also reserves the right to terminate any PO resulting from this IFB in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

¹ “Procurement contract” shall mean any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article X1-B of the state finance law, and the unified court system, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed procurement contracts.

Form 1 - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

State Finance Law §139-j(6)(b) provides that: Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

The Department must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k.

Offerer affirms that it understands and agrees to comply with the procedures of the Department relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

Form 2 - Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

The Department must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

Offerer Certification:

1.2

1.3 I certify that all information provided to the Department with respect to State Finance Law

1.4 §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

Form 3 - Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not

fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

The Department must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

OFFERER CERTIFIES THAT ALL INFORMATION PROVIDED TO THE GOVERNMENTAL ENTITY WITH RESPECT TO STATE FINANCE LAW §139-K IS COMPLETE, TRUE AND ACCURATE.

By: _____ Date: _____

Signature: _____

Form 4 - Report of Contact under State Finance Law §139-k(4)

THIS FORM TO BE COMPLETED AND RETURNED TO THE DEPARTMENT WHENEVER YOU CONTACT US DURING THE DESIGNATED PERIOD. ATTEMPTS TO CONTACT THE DEPARTMENT WILL NOT BE ACKNOWLEDGED UNLESS YOU PROVIDE THIS FORM. THIS INCLUDES THE SUBMISSION OF QUESTIONS REGARDING THIS IFB.

New York State Finance Law §139-k(4) obligates every Governmental Entity during the Restricted Period of a Procurement Contract to make a written record of any Contacts made. The term "Contact" is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the Governmental Procurement. In addition to obtaining the required identifying information, the Governmental Entity must inquire and record whether the person or organization that made the Contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or Contact the Governmental Entity.

It should be noted that State Finance Law §139-k(6) provides: [a]ny communications received by a governmental entity from members of the state legislature, or legislative staffs, when acting in their official capacity, shall not be considered to be a "contact" within the meaning of this section and shall not be recorded by a governmental entity pursuant to this section.

Offerers and those designated, employed or retained by Offerers are hereby advised of the Department's intention to record all Contacts.

Record of Contact Under State Finance Law §139-k(4)

To: The New York state Department of Economic Development

Regarding Procurement Project No.: _____ (See first page of this document) Date: _____

From: _____
(Name and title of Offerer)

Subject: Record of Contact under State Finance Law §139-k(4). In accordance with State Finance Law §139-k(4), the following information is provided).

Address of Offerer: _____

_____ Telephone Number: _____

Offerer's Place of Principal Employment (Name and Address of your Employer, may be different from the Offerer's name and address, if not state same as above).

Your Occupation: _____

1. Is the above named person or organization the "Offerer" in this governmental procurement? Please circle Yes or No

2. If no, was the above named person or organization retained, employed or designated by the "Offerer" to:

- Appear before the governmental entity about the governmental procurement? Please circle – Yes or No
- Contact the governmental entity about the governmental procurement? Please circle – Yes or No

Exhibit E

Vendor Name: _____

Vendor Responsibility Information

Effective January 1, 2005, the Office of the State Comptroller has conveyed that all requests for NYS contract approval must include information regarding Vendor Responsibility for the Contractor. In addition, any subcontractor on a state contract receiving \$100,000 or more must also complete a Vendor Responsibility Questionnaire. The NYS Department of Economic Development recommends that vendors file the required questionnaire online via the NYS VendRep System. To enroll in and use the system, see the instructions available at http://www.osc.state.ny.us/vendrep/login_vendors.htm.

Failure to submit a completed questionnaire may result in either a grant or designation being rescinded or delayed. In addition, the NYS Department of Economic Development reserves the right to rescind upon a finding that the recipient is deemed not responsible to receive funds.

Please check one of the following:

- A Vendor Responsibility Questionnaire has been filed **online** and has been certified/updated within the last six months. **Date certified online:** _____
- A Vendor Responsibility Questionnaire is attached hereto. Can be found at: <http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3290s.pdf>

EXHIBIT F – Standard Federal Clauses

STANDARD CLAUSES FOR FEDERAL GOVERNMENT APPROVAL

1. **APPROVAL.** That this agreement is subject to the terms and conditions of the New State Department of Transportation (DOT) and the Federal Highway Administration (FHWA), as discussed in this Appendix. The contractor is bound to the terms and conditions of this Appendix. As DOT and FHWA are not signatories to this agreement, they are not bound by its terms and conditions.
2. **COMPLIANCE.** That the Contractor will comply with all the applicable laws, statutes, rules and regulations of the Federal, State and local governments.
3. **ADVERTISING, SERVICES AND CONDUCT OF CONTRACTOR.**

- a. **EXTERIOR OF INFORMATION CENTER.** The Contractor shall not erect or permit the erection of, any advertising symbol or logo on the exterior of the Information Center. Identification of the Center operator shall be restricted to the interior of the building as well. No sign, display or advertising device shall be attached to the structure without prior approval by the DOT, nor shall any physical changes or additions to the structure be made without prior approval by the DOT.
- b. **INTERIOR OF INFORMATION CENTER.** The Contractor assures the State that all advertising shall be limited to places, facilities, goods, and services which relate to and are of reasonable interest to the traveling public. The Contractor assures the State that equal access shall be allowed to all qualified advertisers at reasonable rates. The Contractor assures the State that advertising shall be restricted to the interior of the Information Center and shall be in good taste, except that temporary displays in the paved plaza area may be installed and maintained subject to prior approval by the Department. Such display shall not be deemed in violation of Paragraph 3(a) of this agreement.

The Contractor assures the State that all services to the traveling public, except pay telephone facilities, shall be provided without charge. The Contractor assures the State that the Center shall be clean, sanitary and adequately maintained. The Contractor assures the State that it shall not accept advertising from advertisers who do not provide their services without regard to race, color, sex or national origin.

Forty percent (40%) or more of the display area and audible communications in the Center shall be devoted free of charge to providing information to the traveling public and public service announcement and shall be under the jurisdiction and control of the Contractor. The Contractor shall also have the sole and exclusive right to prepare, alter, maintain and in any way change the advertising and promotional material contained within the remaining sixty percent (60%) of the Center.

- c. **SPECIAL PROVISION.** That no display units, information devices, pictures, photographs, artifacts or any other materials shall be attached to or in any way located so as to obscure the interior wooden wall centered on the exterior east wall of the Information Center Building without the express written consent of DOT.

That for the purpose of this section, the word “State” shall include the New York State Department of Transportation, the Department of Economic Development and the Federal Highway Administration.

4. That the said Information Center shall be open to the public and adequately staffed a minimum of eight (8) hours a day, seven (7) days a week and on all days of the year excluding Thanksgiving, Christmas and New Years Day.
5. **DEPARTMENT ACCESS.** The right is hereby expressly reserved to the State/DOT, its officers, agents and employees to enter upon said premises at any time and for any purpose necessary or convenient in connection with the operation of the highway system of Information Center.

6. **MAINTENANCE OF STRUCTURE.** The Contractor shall maintain the structure in as good condition as original construction less deterioration through normal use.
7. **PROPERTY GUARANTEE.** Any property of the State/DOT damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to the satisfaction of the State/DOT.
8. **MAINTENANCE AND REPAIRS.**
 - a. **DOT.** That the responsibilities of the DOT are for maintenance and repairs and for the pavement, shoulders, curbs, sidewalks, site drainage system, landscaping exclusive of the items listed in 8(b) of the provision, water, sanitary facilities only, all other items are the responsibility of the contractor.
 - b. **CONTRACTOR.** That the responsibilities of the Contractor are for all other maintenance and repair not listed in 8(a) of this provision including, but not limited to, both the interior and exterior of the structure known as the Information Center Building, all lighting including bulbs and fixtures, both interior and exterior, landscaping in planters and mulch beds, water drainage and sanitary lines specific to the Information Center Building, all janitorial services, equipment and supplies, all energy costs, repair and replacement of any damaged portions of the building both exterior and interior, such as windows, hardware and lighting fixtures, all painting and decorating measures necessary to maintain an attractive appearance both interior and exterior. These items of maintenance and repairs are the responsibility of the Contractor, whether caused by ordinary wear and tear, vandalism, act of God or other causes.
 - c. That in the event that the Contractor shall fail, refuse on demand or be unable to perform any of the duties enumerated in paragraph 8(b) above, the Department of Economic Development shall perform said duties and any costs incurred whether for material or labor shall be deducted from the consideration payable under the terms of this Agreement limited to the appropriation
9. **INDEMNIFICATION.** The Contractor shall assume all liability received by the Department for the operation of the gateway information center and shall defend, indemnify and hold harmless the State of New York, the Department of Economic Development, the Department of Transportation and the FHWA, its officers and employees, from and against any and all claims, suits, actions, damages, costs and expenses, including attorneys' fees, arising in whole or in part from any act or acts of whatsoever nature, including acts of negligence or omission on the part of the Contractor in the operation or maintenance of the Information Center.
10. **PUBLIC LIABILITY INSURANCE.** The Contractor shall provide and keep in effect, during the term of this Agreement, a policy or policies of public liability insurance in standard form wherein the liabilities of the Contractor, the State of New York and the Department of Economic Development, the Department of Transportation and FHWA for injury or death arising directly or indirectly from the use of the leased premises shall be insured. Such insurance shall be in an amount of not less than Three Hundred Thousand Dollars (\$300,000) for one injury or death resulting from any one occurrence, in an amount of not less than One Million Dollars (\$1,000,000) for more than one injury or death resulting from any one occurrence, and in an amount of not less than Twenty Five Thousand Dollars (\$25,000) for property damage as the result of any one occurrence. All policies of such insurance shall provide that the same may not be cancelled except upon ten (10) days prior written notice to each named insured. The Contractor shall furnish the Department of Economic Development and the Department of Transportation each with a Certificate of Insurance or with a certified copy of each policy of insurance obtained in compliance herewith.
11. **WORKERS' COMPENSATION INSURANCE CLAUSE.** It is hereby agreed that the Contractor will secure Compensation Insurance to cover employees engaged under this agreement in compliance with the provisions of the Workers' Compensation Law, and keep such employees insured during the life of this agreement and in default thereof, this agreement shall be void and of no effect.

Exhibit F

Travel Reimbursement Guidelines

Your proposal may contain a budget line for reasonable travel expenses. Any travel related to the project must be approved by DED prior to incurring any travel related costs. Reimbursement for costs related to anticipated travel will be in accordance with the maximum rates permitted by the travel guidelines of the New York State Office of State Comptroller which can be found at the following website:

<https://www.osc.state.ny.us/agencies/travel/travel.htm#>.