



**Empire State
Development**



**Division of Small Business
& Technology Development**



**Business
Mentor NY**

Request for Proposals (RFP) For Business Mentor NY Platform Redevelopment

Issued: October 23, 2018

Submission Deadline: November 15, 2018 by 2:00 PM ET

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 below (refer to: <http://ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>).

Designated Contacts for this Procurement:

Primary Contact: John F. Discolo

Secondary Contact: Ralph Volcy

All contacts/inquiries shall be made by email to the following address: BusinessMentorNY18@esd.ny.gov

This RFP is posted on the Empire State Development website:

<https://esd.ny.gov/doing-business-ny/requests-proposals>

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I. INTRODUCTION

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

II. OVERVIEW

In the wake of Superstorm Sandy, Empire State Development, in collaboration with the Governor’s Office, the Storm Recovery Office and Housing Trust Fund Corp., identified the need for a small business mentoring program that could deliver a comprehensive small business mentoring program solution to businesses. In April 2014, the Business Mentor NY program was launched statewide. Small business owners and emerging entrepreneurs can get pro-bono counsel, advice and support from volunteer experienced entrepreneurs and seasoned professionals through the online facilitated matching system of Business Mentor NY. Small business owners can get connected to mentors who can help them overcome challenges and think through how to build or grow their business. Businesses can get answers to simple questions or engage in longer- term relationships with their mentors. Business Mentor NY’s network includes volunteer professionals across a variety of different industries and with diverse skill sets such as finance and cash flow management, retail, communications, IT, human resources and staffing, public relations, sales and marketing and much more. Business Mentor NY provides small businesses with real world guidance from qualified business professionals and is available to any NY State business that employs 100 or fewer employees. To qualify as a mentor, professionals should have at least three years of business ownership experience, or five years of management experience.

MWBE & SDVOB Subcontractor Interest

New York State certified Minority- and Women-Owned Businesses (MWBEs) and Service Disabled Veteran Owned Businesses (SDVOBs) may request that their firm’s contact information be included on a list of MWBE and SDVOB firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on ESD’s website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS MWBE or SDVOB certification to BusinessMentorNY18@esd.ny.gov . Nothing prohibits an MWBE or SDVOB Vendor from proposing as a prime contractor.

III. SCOPE OF WORK

Description of Services:

Vendor will work with ESD staff to redevelop and launch Business Mentor NY, a business mentoring website, which will meet ESD requirements that are outlined below. Vendor will create/and or customize a web platform to facilitate the Business Mentor NY program. Through this web platform, entrepreneurs are mentored by volunteer mentors with the platform facilitating matches between

those groups. The Vendor will provide necessary technological, hosting and operational components to ensure a scalable and successful mentoring program.

The selected Vendor will use its knowledge and experience in the business mentoring field to work with ESD to refine the existing Business Mentor NY program and assist in building tools, training materials, partnerships and marketing the program. The following provides a breakdown of that process.

1) Discovery & Design

Discovery

Activity: During the Discovery process Vendor will meet with ESD staff to determine the functional structures that the Business Mentor NY site will require. These structures will include, but may not be limited to, those outlined in Appendix A – Platform Functionality. In addition, a transition strategy from the existing platform should be determined that will minimize the disruption to the existing userbase along with a review to avoid any potential intellectual property infringement.

Deliverable: Vendor will, upon completion of the process, produce, in collaboration with ESD, a revised Platform Functionality document that will replace Appendix A as it appears in this document. Some functionality identified during the Discovery & Design process may be implemented post site-launch.

Design

Activity: At the conclusion of the Discovery process, vendor will continue to hone in on the requirements identified during Discovery and based upon feedback that ESD provides.

Deliverable: The team will produce multiple iterations of wireframes, or blue prints, which will demonstrate the “user flow” through the system, until a final set of wireframes has been agreed upon by ESD Staff. Vendor will also produce graphical examples, in collaboration with ESD, to ensure the brand and look and feel is compatible with New York State’s branding and look and feel.

2) Business Mentor NY Platform Build-Out

Phase 1

Activity: During phase 1, the Vendor team builds out the Business Mentor NY platform. Once ESD has fully approved the Design, development begins.

Deliverable: Every 2 weeks, Vendor will provide ESD with a tangible product to review. Project adjustments can be made during this process so long as major scope changes are not required. It is anticipated that this phase should be complete within 8 weeks of when Discovery & Design ends. This time frame may change depending on the scope of work resulting from Discovery & Design.

Phase 2

Activity: During phase 2, Vendor will implement the functional changes required with the final web-platform is expected to be available to ESD site administrators for training in Mid-March and for use by the general public in April of 2019. Technical requirements for the build out and maintenance have been included as Appendix B. Appendix B may also change, per Discovery & Design outcomes.

Deliverable: Final Business Mentor NY platform that runs smoothly and efficiently with seamless access to existing pool of New York State mentors and mentees and capacity to push future New York State mentors and mentees to the Business Mentor NY. Other deliverables include required security and maintenance deliverables, as outlined in Appendix B.

3) Post Site Launch – Access, Maintenance & Enhancements

Maintenance

Activity: Once the platform is complete, per Discovery & Design specifications ESD will acquire and access the platform. Vendor will not commence licensing and hosting fees until April of 2024. After the platform is live, Vendor will work with ESD to further tweak the site, as needed. Refer to Appendix B for maintenance requirements.

Enhancements

Activity: Once ESD has had a few months to interact with the Business Mentor NY site will work with Vendor and its tech team to make site enhancements as the budget allows.

Deliverable: Business Mentor NY Access and Acquisition and Business Mentor NY site enhancements, as detailed by ESD, including the capacity to generate reports. ESD will have the capacity to produce required reports on an as-needed basis.

4) Training, Consulting and Operational Program Support

Activity: Upon execution of this contract, Vendor and ESD will work together to identify , partnership development, marketing and mentor and mentee recruitment, mentor training and other quality controls, and training. Vendor and ESD will work together, on an ongoing basis, to ensure the successful scaling up of the program for the full term of the contract.

Deliverable: Business Mentor NY marketing campaign and outreach strategy to identify potential partners and funders; expand pool of mentors and mentees; along with ongoing operational support of the Business Mentor NY system.

Estimated Timing (on or about):

1. Discovery & Design –December 2018 through early January 2019

2. Business Mentor NY Platform Build Out – early January 2019 through early April 2019
3. Maintenance & Enhancements – early April 2019 through early December 2019
4. Advisory, Consulting & Operational Program Support – December 2019 through April 2024

Appendix A - Platform Functionality:

The Business Mentor NY web-platform that Vendor produces will meet the following requirements. It is important to note that the new site must have all the capabilities of the existing Business Mentor NY system:

- 1) Content – The site will provide content relevant to mentoring, including best practices, tools for training mentors and tools for mentors and mentees to work together. ESD will also have the capacity to add additional content and refresh content on an as-needed basis.
- 2) Registration – capacity for mentors, mentees, and partners (associations, companies, and entities interested in having employees/members mentor through the web-platform) to register and create profiles including the ability to attach a profile photo is desired. Capacity to limit access to content/tools, based upon registration. Mentees will have capacity to identify as woman or minority-owned. The site administrator will approve users before they can access the site. The web-platform should prevent duplicate registrations from the same user.
- 3) Homepage – The homepage will be reconfigurable according to agency mandated design standards including images, logos, weblinks, colors and font selections, the site will also link to ESD and NYS resources.
- 4) Program Administration – the administrator will have the capacity to do the following-
 - Approve registrants after they have registered and before they have access to the site.
 - Add/delete/edit mentee/mentor/administrator/partner accounts, including uploading mentee/mentor/administrator information from standard delimited format files
 - Change/reset mentee/mentor/administrator/partner passwords
 - Update and edit system generated automated response messages
 - Upload attachments, articles, announcements, news and event information
 - Search/filter/produce program data and generate reports
 - Search registered user profiles by keyword, signup date, and member data fields
 - Track mentor and mentee connections
 - Track partner progress (i.e. how many members of an association are registered as users, have engaged mentees, etc.)
 - Email mentors and mentees, as needed
 - Perform other edits that do not affect site design and program functions
 - Create surveys to send to groups, including
 - All registered mentors
 - All registered mentees
 - All registered administrators

- All registered partners
- Recurring surveys
- A subset of mentors and mentees based upon
 - Matches that have not been facilitated – mentees that have requested assistance from a mentor but has yet to be matched with a mentor
 - Mentors that have recently completed a mentoring relationship
 - Mentees that have recently completed a mentoring relationship
 - Mentees that have not engaged the site in a while (i.e. 4 months or longer)
 - Mentors that have not engaged the site in a while ((i.e. 4 months or longer)
 - Registered/engaged between two points of time
- Send automated, messages, including, but not limited to
 - “Welcome message” for mentees, indicating that registration has been approved
 - “Welcome message” for mentors, indicating that registration has been approved
 - “Welcome message” for administrators, indicating that registration has been approved
 - “Welcome message” to partners, indicating that registration has been approved
 - Re-engage emails (i.e. emails to uses that have not accessed the web-platform to reengage them)
 - How are we doing (i.e requests for feedback)
- Create messages for targeted audiences
- 5) Create Reports (capacity to create reports in house, as needed)
 - Active Mentors (including those associated with a specific partner)
 - Active Mentees
 - Profile Inquiries (i.e. # of mentors in a specific county, # of mentors with a specific expertise)
 - # new registrants/matches between 2 points in time
 - # days/weeks to facilitate matches
 - Duration of mentor/mentee relationships
 - Top industry requests (i.e. industries that are most in demand by mentees)
 - Top mentor requests (i.e. mentors that are most in demand by mentees)
 - Age of mentees/mentors
 - # years in business (mentees and mentors)
 - # employees (mentees, mentors, partners)
 - Business stage (i.e. # of start-ups vs. mature businesses)
 - Gender of mentee and mentor
 - M/WBE certification status of mentee and mentor (and if not certified, capacity to share information about how to get certified)
 - zip code (of mentee and mentor)

- survey results
 - registrants that are awaiting approval
- 6) Engagements
 - Mentors can engage mentees directly via site email
 - Mentees can engage mentors directly via site email
 - Program administrator can also facilitate
 - 7) Reporting by Vendor– On a quarterly basis, Vendor will produce Service Level Agreement Reporting
 - 8) Capacity to export and download all information in a mutually agreed upon format

Appendix B - Technical Requirements

New York State Business Mentor NY application Infrastructure

1. In support of the Business Mentor NY SaaS solution the selected vendor must provide managed application and infrastructure services that include, but are not limited to the following:
 - Deployment within Secure facilities located in a United States based Internet Data Center. Physical access to the facilities must be properly controlled and tracked.
 - Data stored within the system must be secured with access rights appropriately limited to authorized users. Access to the data by employees of the vendor or any other authorized 3rd parties must be logged and auditable.
 - The data center must have redundant power.
 - The data center must have redundant internet connections with sufficient bandwidth to provide full application functionality in the event that a connection is down or diminished.
 - The vendor must have a comprehensive disaster recovery plan that is tested on an annual basis and which provides access to the SaaS solution at backup facilities with no additional cost to ESD.
 - The vendor must guarantee a service uptime of 99.5% during the hours of 6 a.m. and 9 p.m. Monday to Saturday EST. System maintenance must be performed outside of this window.
 - The system must be backed up daily. Daily backups must be kept for a period of one month and the last backup of each month must be kept for a period of 1 year.
 - The vendor must provide data recovery services from backups as requested by ESD at no additional cost.
 - The vendor must operate a “Help Desk” during regular business hours of 8 a.m. to 6 p.m. EST for the purpose of incident management.
 - The vendor will notify ESD of planned infrastructure or system updates that will impact access to or functionality within the SaaS application at least 72 hours prior to the update.

- The SaaS application, databases, backups and interfaces must adhere to ISO Standards 27001, 27005 and 27035 which can be referenced here: <https://www.iso.org>.
- The vendor must have annual vulnerability assessments performed by an independent party against the SaaS application. The results of which must be provided to ESD along with a documented plan to mitigate identified vulnerabilities.

Technical System

1 The Business Mentor NY solution must include the following technical items:

- The SaaS application must include the recommendations of the Americans with Disabilities Act standard for accessible design found at: <https://www.ada.gov>.
- The SaaS application 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), which can be referenced here: <https://its.ny.gov/breach-notification>. If applicable, vendors should provide FedRamp certifications for cloud computing. In the case where it is not applicable, the vendor must document their solution for risk mitigation.
- All major browsers must be supported, including Internet Explorer, Safari, Mozilla, Firefox and Chrome in current versions.
- The SaaS solution must be scalable and maintained on a secure high availability platform to ensure efficient access to the application, processes, data and reporting. Servers must be of the latest generation with sufficient memory, CPU and I.O. capacity to maintain the desired level of performance. The SaaS application must be load balanced and redundant within the primary datacenter in addition to being replicated to redundant backup datacenters.
- Downloadable manuals, training videos and inline help documentation must be made available directly in the SaaS application.
- Upgrades, new features or other changes to the Production SaaS application must have ESD approval prior to being implemented.

System Interfaces

2. Where applicable, legacy data from existing systems must be formatted and imported into the Business Mentor NY SaaS solution.

System Initialization

3. The vendor must seed the Business Mentor NY SaaS application with data from the current system or any legacy systems identified in the previous section (System Interfaces). NYS resources will work with vendor resources to scope and map the legacy data import. NYS resources will work with the vendor to extract, cleanse and format legacy data according to the agreed upon requirements and specifications. Vendor resources will develop all data load routines.

4. The vendor must finalize all non-functional system requirements.
5. The SaaS solution must be sized and scalable to handle an unlimited number of NYS agency and general web visitors.
6. Implementation of the base SaaS application must be completed within 4 months from contract start date.

Enterprise-wide License

7. Once awarded the contracted vendor must provide ESD with an enterprise-wide license to the NYS Small Business Mentoring System software. Such license shall allow unlimited use by an unlimited number of users (at unlimited locations) of the software for all licensing-related matters and an unlimited number of installs. For the purposes of this proposal and license the term “enterprise” is defined as any and all New York State Agencies, Authorities, Corporations, Colleges, and Universities and all vendors doing or planning to do business with the State of New York. The aforementioned enterprise is to be considered as one customer.

Technical Environments

8. The following environments must be created for the system and maintained throughout the duration of the contract:
 - Development / Test Environments – environments dedicated to the development and testing of required system functionality.
 - Staging Environment – environment used to perform User Acceptance of the system and new functionality prior to being deployed in production.
 - Production Environment – environment containing the production version of all User Accepted functionality and is available to all authorized users of the system.
 - Training Environment – environment containing all functionality dedicated to user training. Such training environment must include the agency view as well as the vendor view of the system, and the training environment must be an exact match to the live system.
 - Best Practices / FAQ sections available on the system site to Agency/Authority, ESD, and Vendors by login credentials/entity type.
 - Integration Testing Environment (if applicable) – environment containing current data and functionality and integrated with any internal / external systems as required. The vendor will be required to perform regression tests on a bi-annual basis in coordination with other integrated systems.
 - Additional sandbox environments containing current functionality and data must be made available at the request of ESD.

End of Contract Transition

9. The following information will be provided to ESD:

- Documentation outlining procedures and timelines for returning all ESD owned systems, software, equipment, licenses, data and intellectual property back to ESD.
- Agreed upon data format for returned information.
- Policy for final purging of ESD data from vendor owned and/or 3rd party systems, backups and disaster recovery sites.

Service Level Agreement (SLA)

10. Respondent must provide an SLA containing a description of the products or services to be delivered.
11. Respondent must provide an SLA containing a description of the business processes covered under the service.
12. Respondent must provide an SLA containing a description of the availability of the service to the user.
13. Respondent must provide an SLA containing a description of the system performance including response time of the application or page refresh times.
14. Respondent must provide an SLA containing a description of the Production Support levels.
15. Respondent must provide an SLA containing a description of the incident problem resolution.
16. Respondent must provide an SLA containing a description of the change requests process.
17. Respondent must provide an SLA containing a description of the security of the service.
18. Respondent must provide an SLA containing a description of their Backup and recovery.
19. Respondent must provide an SLA containing a description of the Response and Resolution times.
20. Respondent must provide an SLA containing a description of the Penalties for nonperformance.

Additional Deliverables –

- 1) **Training** – After implementation, Vendor will provide Train-the-Trainer Training for up to 20 NYS designated agency staff/others that will equip NYS resources with a knowledge level to train additional NYS resources/others that will act as administrators for Business Mentor NY. Training plans will be developed that identify all the necessary training tasks, training resource requirements, course descriptions, and processes to evaluate the effectiveness of training delivered.

Work Product –

Training Plan - Training plan will at a minimum:

- Incorporate training methods and tools to maximize training effectiveness and minimize project cost and risk
- Identify training necessary for various roles to effectively perform their functions and have a general understanding of the end-to-end business process
- Include prerequisite training descriptions based on an assessment of user skills and training needs

- Address training environment set-up and data refreshes
- Recommend a customized curriculum and course descriptions for each role, along with the delivery method (i.e. instructor led or web-based), timeframe, and the assessment methods
- Prepare trainers to effectively train end-users in functionality and business process
- Account for a process for updating training elements and materials based on results from training assessments

Work Product –

Training Materials - Robust training materials are crucial to a well-trained user community. Properly designed training materials prepare workers for their responsibilities and consistently reinforce key messages. This deliverable defines training materials for each of the courses identified in the training plan. Training materials will be required for both trainers and end-users.

- Training should be designed, built, and delivered in self-contained modules corresponding to application roles with an overview of the end-to-end process.
- Training materials should be designed with multiple uses in mind. Training materials should be designed for all recommended delivery mediums, including self-help tools and help desk resources.
- Training methods and materials must take into consideration the results of an assessment of user skills and training needs.
- Training Sessions - Any class room-based trainings identified in the training plan will be delivered on-site at the NYS facility, as per the Training Plan.

- 2) **Security Management Plan** - The selected vendor must design a security strategy that protects the system from unauthorized access and inappropriate use of the system and any associated data or communications. In addition, the strategy must mitigate the liability of the Department and NYS for any disclosures obtained through an information security breach.

The selected vendor will provide a documented Security Plan outlining the policies and procedures necessary to ensure the security of the system, its related infrastructure and all associated information. ISO Standards 27001, 27005 and 27035 must be adhered to at all times and can be referenced here: <https://www.iso.org>. The application must include the recommendations of the Americans with Disabilities Act standard for accessible design found at: <https://www.ada.gov>.

The plan will include at a minimum but not limited to the following components:

- Infrastructure / System Security – Security of the system so that it is safeguarded against unauthorized access and intrusions.
- Data Security – Security of the data itself to ensure that information cannot be accessed or altered except through an appropriate interface and only by authorized individuals.

- Transaction Security – Security that ensures that individuals can only perform transactions for which they are authorized.
 - Identity Management Security – Security that ensures the individual accessing the system is actually authorized and is the actual user that they are declaring to be.
 - Physical Security – Security of the physical premises, equipment and documents.
 - Activities and procedures necessary for security monitoring and incident response.
 - Activities and procedures outlining data breach incident, response and reporting requirements.
 - Backup and Restore policies and procedures.
 - Disaster Recovery policies and procedures.
- 3) **Service Level Agreement(SLA) and SLA Reporting** - After implementation of web platform, Vendor will be expected to provide production and maintenance support of the web-platform and Business Mentor NY System.
- Work Product** - Service Level Agreement (SLA) – Vendor will provide Service Level Agreement (SLA) per the criteria identified in Appendix B (Technical Requirements)
- Work Product** - Service Level Agreement Reporting: This deliverable will be a quarterly report forwarded to ESD’s Director of Application Development or designated representative showing Vendor’s performance against criteria defined in the contractual Service Level Agreement document.
- 4) **Risk Management Plan** - This deliverable involves identification of risks and associated mitigation plans to reduce or eliminate risks to the project.

IV. SCHEDULE OF DATES

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

Release of RFP	10/23/2018
Deadline for Submission of Questions	11/1/2018
Deadline for ESD to Respond to Questions	11/7/2018
Pre-bid meeting (if applicable)	TBD
Submission of Proposals (date and time)	11/15/2018 (2:00PM)
Interviews (if necessary)	TBD
Announcement of Successful Bidder	12/7/2018
Anticipated Contract Start Date	12/28/2018

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

V. SELECTION CRITERIA

ESD anticipates that either a single Respondent or a collaborating Respondent team will be selected based upon ESD's determination of the best value. When evaluating Proposals, the following weighted selection criteria will be considered:

- Qualifications of Firm and Team (40%)
- Proposed Approach and Execution Plan (35%)
- Proposed Cost (20%)
- Diversity Practices (5%) - ESD's Office of Contractor and Supplier Diversity will score each application for Diversity Practices; up to 5 percent will be awarded based upon the contents of the Diversity Practices Questionnaire (see Appendix D), submitted by each Respondent to the RFP

VI. SUBMISSION OF PROPOSALS

Every respondent to this RFP ("Bidder") should submit a proposal which clearly and concisely provides all of the information requested. Emphasis should be concentrated on conformance to the RFP instructions and requirements, as well as completeness and clarity in its proposal response. The Bidder is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive.

i. Technical Proposal

Below is a listing of the technical information to be provided by the Bidder. No information is required beyond what is specifically requested. The Corporation requests that all Technical Proposals be bound and organized with dividers identified to match the specific information requested below:

- A. Table of Contents
- B. Firm Experience and Qualifications
- C. Staff Experience and Qualifications
- D. Project Plan and Approach
- E. Estimated Cost
- F. Diversity Practices

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

- A. Table of Contents

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

B. Firm Experience and Qualifications

In this section of the Technical Proposal, Bidders should demonstrate relevant experience by providing the following:

1. Prior to the proposal due date for this RFP, the Bidder must be in business for a minimum of five (5) years, performing services essentially similar to those described in Section III of this RFP.
2. The Bidder must provide as part of the proposal, the name and address of at least three (3) business references that can substantiate that the company has been in business for at least five years, performing services essentially similar to those described in Section III of this RFP.
3. The Bidder must have prior experience developing software and hosting or working with a third party to provide hosting, of internet-based user matching website applications. Public program (State, federal, local) experience developing software and hosting internet-based user matching website applications is preferred. The Bidder must provide web address(es) of active sites that have been developed, designed and implemented by the Bidder.
4. The Bidder must have the economic resources to pay expenses in advance of reimbursement from the State, for the services described in this RFP, as well as the expenses itemized in your proposal.
5. This Section of the RFP is not intended to itemize all requirements for an award of this project.

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

C. Staff Experience and Qualifications

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

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

D. Project Plan / Approach

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

1. The Proposal shall include a description of the Bidder's approach and plan to execute the Scope of Work as outlined in Section III, including generation of all key deliverables. The Proposal should describe the proposed approach and execution plan for each sub-element of the Scope of Work.
2. The Proposal should include examples of prior work and/or mock-ups of the proposed work as applicable including examples/samples of potential training materials.

E. Estimated Cost

F. Diversity Practices

ii. Administrative Proposal

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

- i. [State Finance Law §§139-j and 139-k forms](#) submit with proposal
- ii. [Vendor Responsibility Questionnaire](#), submit with proposal or submit online (and include copy of submitted form with proposal)
- iii. Iran Divestment Act Statement, submit with proposal
- iv. Non-Discrimination and Contractor & Supplier Diversity Requirements, submit with proposal
 - o [OCSD-1 - MWBE and SDVOB Participation / EEO Policy Statement](#)
 - o [OCSD-2 - Staffing Plan](#)
 - o [OCSD-4 – MWBE and SDVOB Utilization Plan](#)
- v. [Encouraging the Use of NYS Businesses in Contract Performance Form](#), submit with proposal
- vi. Certification under State Tax Law Section 5-a [220-CA](#) or [Affidavit](#), submit with proposal
- vii. [W-9 Form](#), submit with proposal

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

Submission of a Complete Two-Part Proposal

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

1. The Technical Proposal and the Administrative Proposal must be submitted in separately sealed packages (which may be submitted within one complete package for mailing);
2. "Original" documents must have an original signature and be clearly marked "Original";
3. Clearly mark the outside packaging for each set of sealed proposals (Technical and Administrative);
4. Clearly mark the original and each copy as "**RFP – Business Mentor NY Proposal submitted by your vendor name**";
5. Each Bidder must submit:
 - o Seven (7) hardcopies and one (1) text-searchable electronic copy on CD or flash drive of the *Technical Proposal*.
 - o One (1) original and one (1) electronic copy on CD or flash drive of the *Administrative Proposal*.

A complete package (Technical Proposal and Administrative Proposal) must be received by the deadline in the schedule of dates in this RFP. Proposals should be sent to the following address:

Empire State Development
633 Third Avenue 35th Floor
New York, New York 10017-8167
Attention: John F. Discolo
RFP - Business Mentor NY Proposal

Late proposals will not be considered for award.

VII. QUESTIONS

Questions or requests for clarification regarding the RFP should be submitted via email, citing the RFP page and section in accordance with the schedule in Section IV (Schedule of Dates) to BusinessMentorNY18@esd.ny.gov

Questions will not be accepted orally, and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted with this RFP.

VIII. GENERAL PROVISIONS

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

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

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

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

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

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

Required Approvals

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

Performance

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

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

Additional Services Requested

The Corporation may, at any time, by written notice, make changes or additions to work or services within the general scope of the contract resulting from this RFP (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of the contract, an equitable adjustment may be made in the price using the billing rates set forth in the contract, and the Contractor shall be notified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Corporation, if it decides that the facts justify such action, may receive and act upon such claim as asserted at any time. Nothing in this clause shall excuse the Contractor from proceeding with this contract as modified.

Contractor Staff

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

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

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

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

Contractor under the Agreement resulting from this RFP shall, in performing such Services, comply with all applicable Federal and State laws concerning employment in the United States.

IX. CONTRACTUAL REQUIREMENTS

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

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

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

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

http://www.empire.state.ny.us/CorporateInformation/Data/RFPs/RequiredForms/SF_Law139_JK.pdf.

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

This is not a complete presentation of the provisions of the Procurement Requirements. A copy of State Finance Law Sections 139-j and 139-k can be found at:

http://esd.ny.gov/CorporateInformation/Data/RFPs/RequiredForms/PermissibleContactsPolicy_Jan2007.pdf. All potential Bidders are solely responsible for full compliance with the Procurement

Requirements. Both the prime consultant and any sub-consultants complete the forms required above.

ii. Vendor Responsibility Questionnaire

All Bidders to this RFP must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this RFP, and in addition must demonstrate that both the Respondent and its principals have and will maintain the level of integrity needed to contract with New York State entities such as ESD. Further, the Respondent must show satisfactory performance of all prior government contracts. Accordingly, the contract to be entered into between ESD and the Respondent, if any, shall include clauses providing that the Respondent remain “responsible” throughout the term of the contract, that ESD may suspend the contract if information is discovered that calls into question the responsibility of the contracting party, and that ESD may terminate the contract based on a determination that the contracting party is non-responsible. On request, model language to this effect will be provided to any Respondent to this RFP.

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

To enroll in and use the Vend-Rep System, see the System Instructions available at www.osc.state.ny.us/vendrep or go directly to the Vend-Rep system online at <https://portal.osc.state.ny.us>. For direct Vend-Rep System user assistance, the Office of the State Comptroller’s Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

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

iii. Iran Divestment Act

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

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that

each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>

iv. Non-Discrimination and Contractor & Supplier Diversity Requirements
CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

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

Business Participation Opportunities for MWBEs

ESD has an agency-wide overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). For this RFP, ESD will establish a goal based on the scope of work and project description identified in the RFP response. A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that ESD may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how ESD will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

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

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

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

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

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

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

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

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

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

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

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

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions [SCHEDULE B - PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES](#). The respondent is required to ensure

that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 4, to ESD with its bid or proposal.

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

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

Form OCSD-1: <https://esd.ny.gov/sites/default/files/OCSD-1-Policy-Statement.pdf>

Form OCSD-2: <https://esd.ny.gov/sites/default/files/OCSD-2-Staffing-Plan.pdf>

Form OCSD-3: <https://esd.ny.gov/sites/default/files/OCSD-3-Workforce-Utilization-Report.xlsx>

Form OCSD-4: <https://esd.ny.gov/sites/default/files/OCSD-4-Utilization-Plan.pdf>

Form OCSD-5: <https://esd.ny.gov/sites/default/files/OCSD-5-Waiver-Request-Form.pdf>

Form OCSD-6: <https://esd.ny.gov/sites/default/files/OCSD-6-Compliance-Report.pdf>

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

Diversity Practices

ESD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Bidders is practical, feasible, and appropriate. Accordingly, Bidders shall be required to include as part of their response to this procurement the Diversity Practices Questionnaire (See Exhibit D).

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

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

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

Contract Goals

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

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

SDVOB Utilization Plan

In accordance with 9 NYCRR § 252.2(i), Respondents are required to submit a completed SDVOB Utilization Plan on Form OCSD-4 with their Proposal (<https://esd.ny.gov/sites/default/files/OCSD-4-Utilization-Plan.pdf>).

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

ESD will review the submitted SDVOB Utilization Plan and advise the Respondent or Respondent's Contractor(s) of ESD acceptance or issue a notice of deficiency within 20 days of receipt.

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

ESD may disqualify a Respondent's Proposal as being non-responsive under the following circumstances:

1. If a Respondent fails to submit an SDVOB Utilization Plan;
2. If a Respondent fails to submit a written remedy to a notice of deficiency;
3. If a Respondent fails to submit a request for waiver; or
4. If ESD determines that the Respondent has failed to document good faith efforts.

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

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

Request for Waiver

Prior to submission of a request for a partial or total waiver, Respondent or Respondent's Contractor(s) shall speak to the Designated Contacts at ESD for guidance.

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

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

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

Waiver requests should be sent to the Designated Contacts.

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Respondent or Respondent's Contractor(s) must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto;

2. Explanation of the specific reasons each SDVOB that responded to Respondent's or Respondent's Contractors' solicitation was not selected;
3. Dates of any pre-RFP, pre-award or other meetings attended by Contractor, if any, scheduled by ESD with certified SDVOBs whom ESD determined were capable of fulfilling the SDVOB goals set in the Contract;
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs; and
5. Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report

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

Breach of Contract and Damages

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

General inquiries or questions relating to the aforementioned policies, SDVOB participation, and the goals specified herein may be addressed to OCSD at OCSD@esd.ny.gov.

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

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

<http://esd.ny.gov/CorporateInformation/Data/ENCOURAGINGUSEOFNEWYORKSTATEBUSINESSES/INCONTRACTPERFORMANCE.pdf>.

vi. Certification under State Tax Law Section 5-a

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a (“STL 5-a”). STL 5-a prohibits ESD from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, all Bidders to this solicitation must include in their Proposals a properly completed Form ST-220-CA (http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf), or an affidavit (http://esd.ny.gov/CorporateInformation/Data/RFPs/RequiredForms/STL_5A_Affidavit.pdf) that the Respondent is not required to be registered with the State Department of Taxation and Finance. Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award. Only the prime consultant completes Form ST 220-CA, but Schedule A to Form ST 220-CA requires detailed information from the sub-consultants, such as tax ID number, etc., if applicable. Moreover, if applicable, certificates of authority must be attached by the prime consultant and all the sub-consultants.

vii. Schedule A

Following final selection of a Respondent, ESD will prepare a contract defining all project terms and conditions and the Respondent’s responsibilities in conformance with Schedule A. A sample can be found at: http://intranet.empire.internal/Finance/2018/ScheduleA-Services_Materials-March2018.pdf

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

viii. Project Sunlight

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

ix. Insurance Requirements

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

- Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate;
- In the event that you are using a vehicle in business, Commercial Automobile insurance with a limit of not less than \$1 million;
- Must show evidence of Worker's Compensation & Employer's Liability insurance at State statutory limits;
- Must show evidence of Disability insurance coverage at State statutory limits;

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

x. W-9 Form

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

xi. EO 177 CERTIFICATION

In accordance with Executive Order No. 177 (issued on February 3, 2018, available here: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>) any entity that provides goods or services to ESD must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law. Accordingly, all bidders must submit an EO 177 certification form with their proposal. The form is attached to this RFP as Appendix C

APPENDIX

Below is a list of appendices attached to and made a part of this RFP:

Appendix A - Platform Functionality (inclusive see Section III)

Appendix B - Technical Requirements for the Build Out and Maintenance (inclusive see Section III)

Appendix C - EO 177

Appendix D - Diversity Practices Questionnaire