



Empire State Development

Andrew Cuomo
Governor

Kenneth Adams
ESD CEO

NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT

REQUEST FOR PROPOSALS

PUBLIC RELATIONS AGENCY
RFP NUMBER 14-6098

PROPOSAL DUE DATE NOVEMBER 12, 2014, 3:00 P.M. EST
(LATE PROPOSALS CANNOT BE ACCEPTED)

Release Date: October 17, 2014

Request for Proposal (RFP) Response Form

RFP # 14-6098

Please review this RFP. Complete the following information and mail this form or if submitting a proposal, this form together with your 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 two 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: _____

By checking this box, we request that you remove our name from your bidders' list

Mail this as the first page of your proposal. If not submitting a proposal, please mail this form to: Lisa Sutton, NYS Department of Economic Development, Office of Fiscal Management, and Albany, NY 12245.

NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT

REQUEST FOR PROPOSAL (#14-6098)

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SECTION I - ADMINISTRATIVE INFORMATION

1.0 PURPOSE

The New York State Department of Economic Development (hereafter referred to as NYSDED or the Department) requires the services of a qualified public relations firm also referred to as the Contractor, Successful Bidder or Consultant, to plan, coordinate, implement and administer Public Relations for the State's iconic I LOVE NEW YORK campaign. As discussed in this Request for Proposal (RFP), in addition to other responsibilities, the NYSDED requires a Contractor: who will work with us as a partner; has experience managing highly recognized brand names; has excellent creative development skills; can provide high quality results in a cost effective manner (including but not limited to the use of cooperative advertising and "added value" such as bonus media spots based on paid placements); works willingly with the Department as a non-exclusive contractor; recognizes and accepts that the Department has in-house advertising capability that we may implement from time to time, in place of the Contractor's services.

1.1 OBJECTIVES

With the wealth of options readily available to the consumer, the Department will task the new public relations agency with generating exposure for the I LOVE NEW YORK campaign, translating the brand awareness into action. The Department is seeking public relations services of a qualified Contractor to provide full-service PR for the tourism program. The Department requires a Public Relations Agency:

- That has experience managing PR for highly visible tourism destinations and/or travel products;
- can provide and/or arrange for an aggressive media outreach, story development, and placement through extensive media contacts;
- liaise with industry stakeholders and partners to generate buzz and exposure for the statewide tourism industry;
- create updated press kits and fulfill media inquiries as appropriate;
- generate timely press releases and manage travel trend release opportunities;
- target various media outlets and securing press across traditional and emerging media platforms;
- influence local media to increase positive presence on news and lifestyle shows and feature segments on tourism to encourage New Yorkers to vacation at home;
- arrange and coordinate press trips for visiting journalists as well as various travel trade professionals;
- support trade show and media event activities for the campaign;
- provide marketing support and promotional opportunities; and
- handle unforeseen contingencies requiring crisis management, in conjunction with the State's Public Affairs office and other offices as appropriate
- monitor the I LOVE NEW YORK narrative that is being told and recommend any necessary adjustments to gain more traction in a specific travel sector or line of interest

The continued success of the I LOVE NEW YORK campaign undoubtedly relies on the success of a measurable and strategic public relations campaign. The Department seeks a PR partner that will be highly responsive and conscientious, work willingly with the Department as a non-exclusive contractor, and will commit top level management and talent to the Department's account. Cooperatively, said agency should also be willing to recognize and utilize the in-house Communications and Media Services team to ensure that all capabilities are maximized.

The Department's overall public relations strategy is to continue generating positive brand consciousness of the I LOVE NEW YORK campaign, promoting New York State as a premier year-round destination for all seasons. Through the tourism marketing campaign, I LOVE NEW YORK seeks to promote

the entirety of New York State to the traveling consumer, both seasonally and thematically. With our Public Relations contractor, we seek to continue the growth of the New York State travel and tourism industry by capitalizing on media exposure and industry outreach for the benefit of the State and our industry stakeholders.

1.1.1. Brand Campaign Overviews

- 1.1.1.1. PR activities include events throughout the year, as well as guerilla marketing activities to promote brand awareness for both I LOVE NEW YORK and the State’s tourism offerings.
- 1.1.1.2. Thematic campaigns: Develop and execute thematic campaigns.
- 1.1.1.3. Media markets: Primary target markets include the Northeastern United States, with an additional push for New York City consumers, Canada (Montreal and Toronto), and Pennsylvania and Ohio.
- 1.1.1.4. Other: The Department also promotes tourism through limited sponsorships, trade and consumer shows, and industry public/private partnerships.

1.2 DESIGNATED CONTACTS

For the purpose of the Procurement Lobbying requirements of this RFP (see section 3.6 and Appendix E), the Department’s designated contacts shall be Ms. 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.

1.3 INQUIRES

All questions must be submitted in writing via email to rfpfaq@esd.ny.gov with “ILNY PR” in the subject line. **Please do not contact the Department by telephone.** Questions must be received by the Department no later than **October 27, 2014, 3:00 PM.** 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.

1.4 SCHEDULE OF PERTINENT DATES

Release of RFP	October 17, 2014
Deadline for Receipt of Questions	October 27, 2014 by 3:00 PM EST
Submission of Proposals	November 12, 2014 by 3:00 PM EST Late proposals cannot be accepted.
Oral Presentations/Interviews	By appointment at the discretion of NYSDED
Award of Contract	December 2014 (estimated)

1.5 PRE-BID CONFERENCE

There is no pre-bid conference for this project.

1.6 SUBMISSION OF PROPOSALS

Interested individuals or firms must submit their hard copy proposals no later than **3:00 P.M. U.S. Eastern Standard Time**, on November 12, 2014. Submit five (5) copies of the proposal to the following address:

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

Please note: 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.

In addition to the hard copies, the Applicant must submit an identical electronic version of the full proposal in MS Word/Excel or compatible editable format to rfpinfo@esd.ny.gov with **“Public Relations Agency – 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.** Zip files cannot be accepted.

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

1.7 ORAL PRESENTATIONS/INTERVIEWS (if required)

Finalists may be required to give an oral presentation/interview to demonstrate their understanding of the objectives of the project. Finalists will be selected from bidders receiving the highest scores, based on the selection criteria identified in section 2.4 (2.4.1. through 2.4.5.) of this RFP. The Department will select the top three (3) highest scoring Finalists from proposals that receive a minimum score of 60 points. If fewer than three proposals are received or if fewer than three (3) proposals receive a score of 60 points, the number of Finalists selected shall be reduced accordingly. The purpose of the oral presentation/interview is to provide the Department’s Evaluation Committee with the opportunity to obtain a detailed understanding of:

- 1.7.1. The extent of the Finalist’s knowledge of the RFP subject matter and understanding of the project requirements; and
- 1.7.2 Whether the methods and resources used by the Finalist are necessary, cost effective, and appropriate.

The oral presentation/interview will allow Finalists to elaborate on information included in their proposal. Finalists are advised to be mindful that the Evaluation Committee is interested in how well the Finalist communicates information described in section 2.1 (Scope of Services) of this RFP. Each presentation will be limited to one (1) hour in duration.

Based on information provided at the oral presentations/interviews, the Department’s Evaluation Committee will reevaluate and rescore Finalist proposals. The Finalist receiving the greatest number of total points (section 2.4.1 through 2.4.5), will be declared the successful bidder. If the optional oral presentation/interview is not required by the Department, the bidder receiving the greatest number of total points (section 2.4.1 through 2.4.5), will be declared the successful bidder.

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

1.7.2.1 Following the evaluation of proposals as provided for in section 2.4.1 through 2.4.3, the Evaluation Committee will determine the Finalists to be interviewed as those having the highest combined technical and cost scores. The Department anticipates that three (3) proposers will be selected as Finalists. Prior to the oral presentations/interviews, the Evaluation Committee may be provided with each Finalist's financial proposal (Appendix B) for the purpose of assessing the adequacy and reasonableness of the resources to be put forth by the bidders in performing the project.

1.7.2.2 Each Finalist will be notified of the date, place and time of their oral presentation/interview to be held in either Albany or in New York City or 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 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 interview.

SECTION II – PROGRAM BACKGROUND AND SCOPE OF SERVICES

2.0 BACKGROUND

Last year in May 2013, Governor Cuomo held the first ever Tourism Summit. It was there he made the historic commitment of \$60M to the New York State Department of Economic Development (hereafter referred to as NYSDDED or the Department) Division of Tourism for the I LOVE NEW YORK campaign. Prior to Governor Cuomo taking office, the program had remained essentially dormant due to reallocation of budget funding in the previous years. However, this monumental move by Governor Cuomo re-launched the iconic I LOVE NEW YORK campaign – one of the world’s most identifiable and celebrated brands – to reposition New York State Tourism as a leader in world travel. The campaign was originally developed in 1977 in response to a widespread economic crisis throughout the city and the state and was extremely successful in harnessing travel and tourism as a driver of economic development. The campaign almost 40 years later still delivers an impressive economic impact as a tourism imitative that creates jobs, increases direct spending and prosperity that is felt statewide. Tourism is critically important to the State, and New York’s 4th largest industry with an annual economic impact in the multi-billion of dollars.

The primary objectives of the re-launch were to reassert the I LOVE NEW YORK icon as a statewide brand, put New York State on consumer’s shopping list of places to visit and ultimately, drive more visits and overnight stays across the state. The winning public relations firm will have an excellent background in tourism and travel public relations, combined with strategic, creative and actionable approaches to continue elevating the I LOVE NEW YORK brand to both the travel trade and the consumer.

NYSDDED is the New York State Agency tasked with creating private-sector job opportunities for New Yorkers by enhancing the State’s economic growth. The Division of Tourism takes the lead in carrying out this mission through the tourism industry, by promoting New York State as the premier location to vacation and visit. The Department’s primary resource is the I LOVE NEW YORK brand, a celebrated and renowned brand first introduced in 1977. The accompanying tourism marketing campaign saw a renaissance in 2008 with the launch of the “Another Reason, I LOVE NEW YORK” message. In the last year, there have been several I LOVE NEW YORK campaigns highlighting each travel season such as “Get Outta Town”, “There’s More to New York, Than NY”, “And You Thought You Knew New York” and the most recent celebrity commercial campaigns “There’s No Place Like It In The World; There’s Something For Everyone;” and "Come And Discover Your Favorite Part of NY".

Travel and tourism represents of \$95.4 billion industry in New York State and accounts for over 832,000 direct and indirect jobs. As tourism remains an integral part of the New York State economy, the I LOVE NEW YORK campaign represents a vital link to one of the most tested and resilient vehicles for continued economic growth. Last year, state and local taxes conferred from the tourism industry was enough to pay for the salaries of every police officer and fire fighter in the State of New York. Now more than ever, the Division of Tourism is making a significant impact in the lives of every New Yorker in the State.

Public relations activities for the I LOVE NEW YORK campaign generated more than \$29 million in earned media in 2013 alone — nearly tripling in value since 2008. The challenge for public relations is to continue this growth and provide new avenues for the iconic I LOVE NEW YORK brand to flourish. In addition, the successful agency will continue to push New York State as the “top of mind” choice for consumers and travel trade alike, with measurable results and clear returns on investment.

2.1 SCOPE OF SERVICES

The Scope of Services shall consist of planning, coordination, implementation and administration of Public Relations on behalf of the NYSDDED Tourism Division’s I LOVE NY campaign programs. Serve as a non-exclusive, full-service Public Relations Agency to generate exposure for and encourage the development of

the New York State tourism industry, and, as may be required, other New York State industries with a commitment of top level management and talent to the Department's account.

NYSDDED intends to support a strategic plan for Public Relations that includes A-list media relations, dynamic and cutting edge press release writing and distribution, social media outreach, public relation initiatives to support advertising campaigns and pitching specific campaigns within New York State proactively. The primary objective of this contract is to support the tourism industry throughout New York State, including but not limited to, outdoor adventure, film, culinary, agri-tourism, eco-tourism, cultural heritage, scenic beauty, national monuments and public lands, canals and lakes, golf and skiing.

The primary functions of the Public Relations Agency selected will include, but not be limited to:

2.1.1 Serve as a non-exclusive, full-service Public Relations Agency to generate exposure for and encourage the development of the New York State tourism industry, and, as may be required, other New York State industries. The chosen Contractor will conduct a public relations program strategically designed to enhance the State's tourism brand, generate buzz about the State as a tourism destination, and help keep New York State "top-of-mind" for both consumers and the travel industry trade alike.

2.1.2. Work closely in conjunction with the Department to develop a strategic and targeted PR plan to reach the media, trade, and consumer, thus growing the brand awareness for the I LOVE NEW YORK campaign and the State's tourism industry. To maintain continuity and consistency, themes shall be integrated with the ongoing I LOVE NEW YORK campaign, with ideas supplemented and supervised by the Department's staff and advisors.

2.1.3. Develop story angles and media stories that highlight New York State as a premier destination for the travel consumer and encouraging media outlets to promote stories about travel in the State. Including additional story pitches on the economic impact of destination marketing to trade publications and incorporating pitches on current events that make NYS relevant to real time trends. Examples of past successes or ideas are required. Through this media push, the State can also target a wider audience for its tourism offerings by pitching and placing stories through appropriate channels.

2.1.4. Manage aggressive, proactive media outreach in order to sustain visibility on clearly defined subjects and to clearly defined audiences for greatest success.

Develop and execute creative guerilla marketing programming for media and consumer based activations to create a real time buzz. Examples of past successes or ideas are required.

2.1.5. Respond to media inquiries and refer coverage as appropriate. The Contractor shall also manage and maintain a database of press releases and downloadable images for dissemination through various media outlets and inquiries, as appropriate, and provide up-to-date information for any media inquiries.

2.1.6. Track media coverage of the I LOVE NEW YORK campaign and the Department's activities through both traditional channels such as television and print media, as well as emerging media channels such as blogs and social networking.

2.1.7. Secure travel media and press through targeted press trips, both individually and in groups, throughout the State's tourism regions. The Contractor shall also provide for logistical planning to schedule and execute these trips in cooperation with both industry stakeholders and the Department.

2.1.8. Secure and arrange media interviews and meetings with key travel trade publications to enhance the New York State tourism brand and encourage stories about traveling to the State.

Provide research on paid media programming opportunities that can further expand the awareness of New York State as a travel destination.

2.1.9. Develop a digital PR plan that can be integrated with I LOVE NEW YORK's digital/social media outlets.

2.1.10. Provide PR support for the smaller local and regional tourism promotion agencies (TPAs) that may not have the logistical support to carry out media outreach and PR activities on their own.

2.1.11. Handle any unforeseen tourism-related crises and developments through a crisis management plan, in partnership with any State public affairs units as appropriate.

2.1.12. Serve as a critical partner to the I LOVE NEW YORK marketing and advertising campaign by providing strategic advice in planning for ongoing initiatives, suggesting any refinements and possible PR implications for these activities for the maximum benefit of the Department and the State's tourism industry.

2.1.12. Monitor the efficacy of the public relations campaign by providing monthly reports with written analyses that measure campaign results that include actionable recommendations for improvement. Each quarter will have a look back of the regions where press coverage was obtained broken down by line of interest for in-state, out-of-state and national.

2.1.13. Perform all necessary services related to the successful development and execution of said PR strategy. The Department is particularly interested in cost-effective initiatives that provide maximum exposure for the I LOVE NEW YORK brand through minimal costs.

2.1.14. Perform such other services as a non-exclusive, full-service, Public Relations Agency, as requested.

2.1.15. When requested, facilitate and coordinate promotional activities including, but not limited to, contests, sponsorships, and other tourism-related partnerships.

In addition, the Public Relations Agency will be responsible for designating one staff person to be the point of contact to the Department regarding public relations issues. The public relations agent will be required to meet with the Department upon request.

2.2. DELIVERABLES

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

2.3 MINIMUM QUALIFICATION REQUIREMENTS

2.3.1 Prior to the proposal due date for this RFP, your company must be a going concern whose principals have a minimum of five (5) years' experience in the public relations for the tourism industry and destination marketing. Your company must have the ability to perform the functions of a full service public relations agency. Your company must already have a proven track record for providing services in the travel vertical. For the purpose of this RFP, a full service public relations agency is defined as a company that provides the services described in Section 2.1 of this RFP. The documentation must thoroughly describe how the company has supplied expertise for similar tourism related contracts and work related to planning, coordination, implementation and administration of public relations.

2.3.2. Bidder must briefly describe their knowledge and understanding of the State of New York's existing assets as they relate to the I LOVE NY brand and NYSDDED's tourism campaign programs. It is important to cite examples of destinations (well known or not) in New York that have great equity or potential for PR such as a knowledge of travel opportunities supporting each of the State's 11 travel regions.

2.3.3. Bidder must explain how they will maintain strategic direction and manage aggressive, proactive media outreach in order to sustain visibility on clearly defined subjects and to clearly defined audiences for greatest success.

2.3.4. Bidder must provide samples of collateral press releases, demonstrate strong writing techniques based on media outlet, social media campaigns, guerilla marketing PR techniques and other travel or destination related materials.

2.3.5. Bidder must demonstrate short and long term goals for managing I LOVE NEW YORK brand campaigns during the current economic downturn, creating a stronger position when traveling increases worldwide.

2.3.6. Bidder must demonstrate ability to handle crisis communication and organize public relations events.

2.3.7. You must provide as part of your proposal, the name and address of at least three (3) business references that can substantiate that your company has been in business for at least ten (5) years, performing services essentially similar to those described in Section 2.1 of this RFP. Your references will be contacted to determine if they are consistently satisfied with your work and services.

2.3.8. You must have the economic resources to pay expenses in advance of reimbursement from the State, for the services described in Section 2.1 of this RFP, as well as the staff and administrative expenses itemized in your proposal (see Appendix B - Budget). You must provide as part of your proposal, a letter from a Certified Public Accountant (CPA) stating that your company has the economic resources to pay expenses pending reimbursement from the State and that your company has sufficient working capital, positive net worth, and has or can obtain a line of credit, for the work described in this RFP.

2.3.9. This Section 2.3 of the RFP is not intended to itemize all requirements for an award of this project.

2.4 SELECTION CRITERIA

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

Proposals will be scored based on the following criteria:

2.4.1 Experience (27 points)
How well the bidder meets the minimum qualification requirements addressed in section 2.3 of this RFP.

2.4.2. Ability to perform the required services (40 points)
Evaluation of the approach proposed to accomplish the Scope of Services (section 2.1) of this RFP. Ability to create A-list media opportunities for NYSDDED representatives in various venues, speaking engagements, desk-side visits, outside of and also within the State of New York (in order to show benefits of tourism industry to stakeholders. Present strategies for destination PR within an ever-changing media landscape, including social media. Your proposal must address each item listed in the Scope of Services (section 2.1). Limit your response to accomplishing the Scope of Services to fifteen (15) 8 1/2" x 11" pages, 12-point font.

2.4.3. Understanding of New York as a Destination for Vacations (10 points)
Knowledge and understanding of the State of New York's 11 travel regions, destinations and tourism assets.

2.4.4. Cost (20 points)
Please complete Appendix B - Budget in full.
Do not change the budget format. Do not exceed the available funding amount listed in this RFP. Failure to complete the financial proposal or bidder changes to the format may result in the disqualification of your proposal. Any bidder failing to complete the budget page will be disqualified.

PLEASE DO NOT SUBSTITUTE YOUR OWN 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 (see section 2.5 below).

2.4.5. References (3 points)
Bidders must supply a minimum of three (3) references that can substantiate the quality of the bidder's work to be considered for an award of this project. The business references described in section 2.3.7. of this RFP may be substituted for the three (3) references described here.

2.5 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 (Appendix 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:

2.5.1 Following the evaluation of proposals as provided above, the Evaluation Committee will determine the Finalists to be interviewed as those having the highest 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.

2.5.2 Each Finalist will be notified of the date, place and time of their oral presentation/interview to be held, either in Albany or in New York City or 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.

2.6 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 average 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.

2.7 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 rfpinfo@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.

SECTION III - PROPOSAL CONTENT AND CONDITIONS

3.0 GENERAL INFORMATION

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

3.1 COMPLETE PROPOSAL

Each participating bidder must submit a complete proposal with each element of the Selection Criteria, Section 2.4, addressed. In addition, all proposals must include the following information. Bidders supplying incomplete responses may be deemed non-compliant. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Please follow the format listed below:

3.1.1 Title page, indicating:

Name, address (both mail and email) phone & fax number, contact person, and federal ID number. 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.

3.1.2. An overview of your company. Please provide a company overview that outlines your key competencies and approach to brand-building. Please include an overview on what sets you apart from other agencies. Please limit to two pages.

3.1.3. A discussion of the relevant experience of your company and your staff proposed to provide the Scope of Services. This shall include a demonstration of how your company and staff meet the experience requirements in Section 2.3. Please limit to three pages.

3.1.4 Resumes of the company's key personnel and other staff proposed to provide the Scope of Services.

3.1.5 A discussion on how your company proposes to accomplish the Scope of Services. If any of the tasks associated with the project will be completed by non-company employees, qualifications and experience of those individuals must to be specified. Proposal narrative should be 12 – 15 pages.

3.1.6 References as described in Section 2.3.8.

3.1.7 Budget Requirements.

There is a total of up to \$600,000 per year available. Appendix B (Budget) of this RFP must be completed and submitted as part of your proposal and must be bound separately from the rest of your proposal. Do not exceed the available annual funding amount. All discussion of proposed costs, rates or expenses must occur only with the budget form. Annual personnel cost shall include all employment-related expenses including payroll taxes, health insurance, employer liability insurance, etc. If any of the personnel duties will be filled with subcontractors, please include their costs under the Subcontractor lines of your budget proposal on the Appendix B (Budget) form provided. Subcontractor services are performed by other organizations or individuals who are not employees of the Contractor. Use of subcontractors must be clearly explained in the proposal, and identified by name on Appendix B (Budget). Funding for the Public Relations contract is contingent on funds appropriated by the New York State Legislature

3.1.8. Other.

Please complete and include Appendix D (Questionnaire), Appendix E (Procurement Lobbying Disclosure Pursuant to Sections 139-j and 139-k of State Finance Law respectively), Appendix F (Non-Collusive Bidding Certification), Appendix G (MacBride Fair Employment Principles), and Appendix H (Responsibility Questionnaire). The successful bidder must also complete the following but their inclusion is not required at the time of proposal:

3.1.8.1. New York State tax forms ST-220-CA and ST-220-TD. The ST-220-CA may be found at:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

The ST-220-TD may be found at

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf.

3.2 CONDITIONS GOVERNING PROPOSALS

- 3.2.1. Only those bidders that have supplied complete information will be considered.
- 3.2.2. 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 3.4 below).
- 3.2.3. The Department reserves the following prerogatives:
 - 3.2.3.1. to accept or reject any or all proposals received with respect to this RFP;
 - 3.2.3.2. to decline to award a contract resulting from this RFP;
 - 3.2.3.3. to require clarification from any bidder for the purposes of assuring a full understanding of responsiveness to the requirements of the RFP;
 - 3.2.3.4. to waive or modify minor irregularities in proposals received;
 - 3.2.3.5. to eliminate mandatory requirements unmet by all bidders;
 - 3.2.3.6. to negotiate with any or all bidders, within the proposal requirements, to best serve the interests of the State of New York;
 - 3.2.3.7. to amend the specifications contained in this RFP after its release, with due notice given to all potential bidders known to the Department to reflect the changed specifications;
 - 3.2.3.8. to utilize any or all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and the bidder has so advised the Department in statements contained in the bidders proposal and in a cover letter annexed thereto;
 - 3.2.3.9. to award contract(s) for any or all parts of a proposal; and
 - 3.2.3.10. to elect to award contract(s) to one or more responsive and responsible offerers, provided that the basis for the election among multiple contracts at the time of award shall be the most practical and economical alternative and shall be in the best interest of the State.
- 3.2.4. 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 all or part of such proposal from public disclosure, pursuant to Section 87(a)(d) of the Public Officers Law, on the grounds 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 proposer in writing. The Department will notify, in writing, each bidder (companies and individuals who submitted a proposal) whose proposal is not selected for the award of this project.

3.5. COST OF PROPOSAL

The Department is not liable for any and all costs incurred by the bidder or any individual or firm associated with the bidder, for work performed to prepare, explain and submit the bidder's proposal. In addition, the Department is not liable for any and all costs incurred by the bidder or any individual or firm associated with the bidder to discuss, propose, negotiate or otherwise address in any way whatsoever, terms and conditions of any contract resulting from this RFP. Further, the Department is not liable for any costs incurred until the contract has been approved by the Attorney General and the State Comptroller's Office.

3.6. PROCUREMENT LOBBYING

Please note the following and complete the forms provided in Appendix E. Please note that Form 4 of Appendix E 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 1.2 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 - CONTRACTUAL 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 APPENDIX A), and as 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 (AG) and the Office of the State Comptroller (OSC) before it will become effective. The Contract will not be considered fully executed until approved by both the AG and OSC.

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. 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) calendar days of receipt by the Contractor.

4.1 CONTRACT TERM/TERMINATION/CONSIDERATION ADJUSTMENT

The successful bidder shall perform the work and provide the services set forth in this RFP for a period of two (2) years with two (2) one year options to extend the term. The total term of the contract shall not exceed four (4) years. In addition to other termination rights as may be permitted by New York State Law, the Department has the absolute right to terminate any contract resulting from this RFP early for cause, convenience or unavailability of State funds, as more fully described in Section 4.2 of this RFP. The contract consideration (the Budget) may not be adjusted during the initial term of this Agreement. Should this Agreement be formally amended to extend the term, the rates and expenses itemized in the Budget shall be reconsidered pursuant to said amendment. Prices will be adjusted in accordance with the Consumer Price Index Urban (CPIU), or at other rates as may be documented from authoritative sources, not to exceed 5% annually.

4.2 CANCELLATION/TERMINATION

4.2.1. Department Termination.

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 day written notice to the Contractor. If cancelled for cause, payment to the Contractor for approved 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 (Appendix E) 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.

4.2.2. Contractor Termination.

4.2.2.1 The Contractor has the right to terminate this Agreement, in whole for cause. In the event of a cause termination, the Contractor shall first give the Department a written Notice of Termination for Cause, therein specifying the reason(s) for termination (the event of default). The Department will then have sixty (60) days to correct the event of default, in which case the Contractor shall issue without delay, a notice to the Department rescinding the Notice of Termination for Cause. Late payment of funds by the Department shall not be considered a reason for a cause termination.

4.2.2.2. The Contractor may request termination of the Contract for reasons other than cause. Such termination will be at the discretion of the Department.

4.3 PAYMENT PROCESS

4.3.1. Payment for services performed to the satisfaction of the Department shall be made in the ordinary course of State business with the exception of coincidental payments, upon receipt of duly authenticated invoices/vouchers and upon receipt of reports and/or other documentation, if required elsewhere in this RFP. Receipts (original copies preferred) for all non-personnel 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 rates permitted by New York State (see Appendix D).

4.4 ADMINISTRATIVE AND FISCAL REQUIREMENTS

4.4.1. PR Estimates, advanced approval required.

The Contractor shall not incur any obligations or provide any services (hereafter, goods and services) for the Department's account which would exceed \$2,000, without first obtaining written approval from the Department's Project Manager or his/her designee. In order to obtain the Department's approval, the Contractor shall submit written cost estimates for public relations work and other services to the Department. Each cost estimate will be specific to an individual project (ie. seasonal campaign, thematic campaign, sponsorship) and provide a cost breakdown detailing the personnel hours and administrative expenses. A unique job number shall be assigned to each project and shall be used on all estimates and invoices submitted to the Department.

4.4.2. Competitive Bidding for Printing.

In the event the Contractor must obtain printing services (ink to paper) the value of which exceeds \$5,000, competitive bidding is required. The Contractor shall solicit proposals from a minimum of five (5) companies (bidders). All Contractor specifications for printing shall be in the form of a written invitation for bid (IFB) providing sufficient information for potential bidders to make a bid. In addition to information including but not limited to quality, size, color, furnished materials (computer media, artwork, etc.), halftones, folding and binding, etc., IFBs shall clearly specify that shipping and handling charges if applicable, must be included. Any IFB which does not provide for handling charges where applicable shall be ineligible for selection. The Contractor shall make selection of the low bid meeting the requirements of the IFB. The Contractor shall submit with its invoices for reimbursement, a copy of all bidders including the successful bidder's proposal, showing terms and conditions and the price quoted. The Contractor shall also submit to the Department any "No-Bids" received.

For reprints of printed orders, the cost of which exceeds the sum of \$5,000, the Contractor shall solicit a minimum of three (3) companies (bidders). Contractor shall provide prospective bidders with the opportunity to examine any available art files or film associated with the proposed reprints. Except as provided herein, all of the provisions of this Section 4.4.2. shall apply to bids for reprints.

For printing services valued at or under \$5,000, the Contractor, being mindful of the Department's

program to involve minority, women owned and NYS Small Businesses in procurements relating to this RFP, may purchase directly from a responsible vendor provided the price is reasonable.

4.4.3. 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 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.

4.4.4. Special Projects.

4.4.4.1. For the development, placement and/or ongoing management of activities including but not limited to public relations, direct marketing programs/packages, promotional, or any other materials or programs that will not be run or used or placed primarily in industry recognized media channels, the Contractor will be compensated for personnel expense and travel expenses in accordance with rates and terms in Appendix B (Budget) and Appendix D (Contractor Travel Reimbursement Guidelines) of this RFP.

4.4.4.2. The Contractor shall not incur any obligations or provide any services (hereafter, goods and services) for Special Projects which would exceed \$2,000, without first obtaining written approval from the Department's Project Manager or his/her designee. In order to obtain the Department's approval, the Contractor shall submit written estimates for Special Projects to the Department. Estimates shall itemize Special Project expenses in reasonably sufficient detail commensurate with the complexity of the project.

4.4.4.3. Approvals shall be made by the Department on the face of the Contractor's estimates with a copy of the estimate returned to the Contractor.

4.4.4.4. Special Project estimates shall be promptly amended by the Contractor to reflect an increase or decrease in cost. Amended estimates shall be submitted to the Department for review and written approval as described in Section 4.4.1 for original estimates. Special Project estimates will be revised whenever the projected adjusted cost of the estimate total exceeds the approved amount by ten percent (10%). Cost increases are to be explained in full including justification for the increase.

4.4.5. Special Projects and Administrative Expenses.

All Special Project out-of-pocket expenses and administrative expenses charged up to the annual total proposed by the Contractor in response to Appendix B (Budget) of this RFP, incurred in-house with the exception of personnel expenses to be charged in accordance with rates proposed by the Contractor in response to Appendix B (Budget) of this RFP, shall be billed at actual cost with no mark-up due the Contractor. All Special Project out-of-pocket expenses and administrative expenses charged up to the annual total proposed by the Contractor in response to Appendix B (Budget) of this RFP, incurred out-of-house including subcontracted expenses, shall be billed at actual cost with no mark-up

due the Contractor.

4.4.6. Administrative Expenses.

Administrative expenses charged up to the annual total proposed by the Contractor in response to Appendix B (Budget) of this RFP, shall be billed at actual cost with no mark-up due the Contractor. Said administrative expenses are deemed to be ordinary and necessary expenses associated with the maintenance of the Department's account by the Contractor

4.4.7. Payments and Documentation.

All payments shall be made in the "ordinary course of State business" for services performed upon receipt of duly authenticated invoices/vouchers and agreed upon project statements of work, financial and activity reports. Payment for necessary travel shall be made in full compliance with the terms and conditions discussed in Appendix D (NYS Contractor Travel Reimbursement Guidelines) of this RFP.

Payment in the "ordinary course of State business" may be barred by extraordinary events beyond the control of the Department. The Department shall take all steps necessary for payment to be made as reflected on a duly authenticated invoice with the understanding that payment not made within thirty (30) days receipt of such invoice shall be subject to payment of interest charges in accord with section 179F of the New York State Finance Law.

In addition to the provisions stated therein, said sections shall require the Contractor to submit estimates to be pre-approved by the Department's Project Manager or his/her designee, for any and all work regardless of type. The Department in its discretion reserves the right to issue written administrative guidelines and controls to supplement or make technical corrections to, the payment process described in this RFP. The Department will consult with the Contractor regarding administrative guidelines and controls, however, the Department reserves the right to implement administrative guidelines and controls at its sole discretion.

Actual dollar amounts itemized in the Budget (see Appendix B) under the Personnel category may be interchanged in any amount upon written approval of the Department's Project Manager or his/her designee. Line items may be added to and/or removed from the Personnel category of the Budget (Appendix B), with a corresponding reallocation of expenses (hours and totals) if such reallocation is necessary, upon written approval of both parties. Said addition and/or removal of Personnel line items shall only be made after the Contractor obtains written approval from the Department's Project Manager or his/her designee, with a copy of said approval sent by the Contractor to the Department's Contract Management Unit.

The release of this RFP by the NYSDED does not guarantee that a Contract will be entered into. Moreover, if a Contract is entered into (fully ratified) the right to assign work or all services described in this RFP is at the sole discretion of the NYSDED.

4.4.8. Other Payment and Documentation Provisions

4.4.8.1. Discounts allowed by suppliers of goods and services purchased by the Contractor on behalf of the Department must be fully disclosed and credited to the Department.

4.4.8.2. Where Contractor on behalf of the Department makes purchases, all bills and invoices rendered to the Department shall omit any tax (particularly sales tax) from which the State of New York is exempt. Reimbursement of first party subcontractor tax payments will be reimbursed when unavoidable.

4.4.8.3. Shipping Charges. The Contractor shall document such charges by submitting each

individual shipping/messenger receipt, along with details determining reasonableness of charges.

4.4.8.4. Travel expenses will be billed based upon the prevailing New York State per diem rates. All travel authorized by the Department will be billed as incurred. Contractor shall incur no expenditures for travel outside of New York State without the prior written approval of the Project Manager or his/her designee.

4.4.8.5. In the event invoices include overtime charged by a subcontractor, the following information must be included: the operation requiring overtime; written justification of the necessity for incurring overtime charges; the regular rate charged per hour; the overtime rate charged per hour; the number of hours worked at both the regular and overtime rates; and the dates overtime was incurred.

4.4.9. Reports.

4.4.9.1. Budget Reports

The Contractor shall provide bi-monthly (every two months) budget reports in a format prescribed by the Department. Budget reports for public relations work shall include all approved and pending estimates. The Department may request that this report be prepared more frequently than bi-monthly.

4.4.9.2. PR Program Report

Each month the Contractor will send Department's designees, a PR program report. Said report will include discounted rates, other promotional rates and recommendations for media placement (special offers) made by industry recognized media (magazines, newspapers, radio stations, television stations, etc.). The Department is interested in taking advantage of discount rates and in suggestions from recognized media sources. The Department may instruct the Contractor to take advantage of special offers and/or consult with the Contractor regarding the advisability of accepting individual offers.

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

4.6. REPORTS

In addition to reports discussed elsewhere in this RFP, the Department reserves the right to request other reasonable programmatic and/or financial reports. When requested to do so, the successful bidder will provide the Department with reports in a reasonable period of time and in an acceptable format.

4.7. SUBCONTRACTS

4.7.1. Subcontracting is permitted when required by the Contractor to fulfill the terms and conditions of this RFP. Your proposal must identify the name and address of the subcontracting firm or firms and explain which element(s) of the Scope of Service (section 2.1) and Budget (see Appendix B) the subcontractor(s) is responsible for. The Department is an equal opportunity Contractor and reserves the right to review and approve all subcontracting firms (see section 4.10 for details on Minority and Women-Owned Business Enterprise subcontracting).

4.7.2. After the contract resulting from this RFP, if any, is awarded, any subcontracts or purchases (except printing see Section 4.4.2 of this RFP) in excess of \$15,000 must adhere to the following:

4.7.2.1. 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.

4.7.2.2. 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.

4.7.2.3. All subcontracts awarded pursuant to this section 4.7. shall adhere to all the terms and conditions set forth in this RFP and the resulting contract.

4.7.3. 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.

4.8 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.

4.9 REPRESENTATIONS, WARRANTIES, AND COVENANTS BY THE CONTRACTOR

The Contractor represents warrants and covenants that:

4.12.1 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;

4.12.2 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;

4.12.3 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.

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

4.10.1 General Obligations:

The State of New York and Department actively support and encourage equal employment opportunities on State contracts for minorities and women and the participation of certified minority and women-owned business enterprises. The contract which Department will prepare based on this RFP will contain provisions regarding the Contractor's obligation under Article 15-A of the Executive Law and its implementing regulations; the participation of certified minority and women-owned business enterprises in the performance of the contract, and include clauses dealing with equal employment opportunities.

4.10.2 MWBE Goals

The Department has established a 6% goal for the participation of certified minority-owned enterprises and a 6% goal for the participation of certified women-owned enterprises for the services to be performed under this contract ("Department's goals"). A listing of certified minority-owned and women-owned business enterprises is available at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687> . You may also obtain information regarding certified women-owned and minority-owned business enterprises by calling (800) 782-8369.

4.10.3 Equal Employment Opportunities

The contract will require that the Contractor and subcontractors shall undertake or continue existing programs of affirmative action 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. Affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

After this project is awarded, the successful bidder shall submit an Equal Employment Opportunity Policy Statement to the Department as part of their proposal. A sample Equal Opportunity Policy Statement can be obtained by calling the Department. The Contractor's EEO Policy Statement shall contain a statement that during the performance of this contract:

4.10.3.1 The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on this contract.

4.10.3.2 The Contractor shall state in all solicitations or advertisements for employees to perform this contract, all qualified applicants will be afforded equal employment opportunities without discrimination.

4.10.3.3 At the request of the Department, 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 and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

4.10.4. After an award of this contract, the Contractor shall submit to the Department a Utilization Report in a form and manner required by the Department. The Contractor shall include in every subcontract in connection with this contract the requirement that subcontractors shall undertake or continue existing programs of affirmative action and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.

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, licensor, 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

Applicant Company Name: _____

APPENDIX B
Financial Proposal

COMPLETE this financial proposal form in full for year one. Do not change the budget format. Do not exceed the available funding listed in section 3.1.7. Failure to complete the financial proposal or bidder changes to the format may result in the disqualification of your proposal. Any bidder failing to complete the budget pages will be disqualified.

Refer to Section 3.1, item f for additional guidance on completing the following budget.

BUDGET PROPOSAL

OFFICE OPERATIONS AND EXPENSES

PERSONNEL (Please list specific titles.)

<u>Title</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Total Item</u>
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

Total Personnel Costs \$ _____

SUBCONTRACTORS (Please list.)

<u>Subcontractor</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Total Item</u>
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

Total Subcontract Costs \$ _____

ADMINISTRATIVE/OTHER EXPENSES (i.e. supplies, travel, postage/shipping, telecommunications, etc.) Please list.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Admin./Other Expenses \$ _____

TOTAL PERSONNEL/ADMIN./SUBCONTRACTS

\$ _____

PR ACTIVITIES EXPENSE ANNUAL

\$ _____

YEAR ONE TOTAL FOR PR ACTIVITIES

\$ _____

APPENDIX C

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 knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. 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 FORGOING 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 _____

Appendix D

NYS CONTRACTOR TRAVEL REIMBURSEMENT GUIDELINES

1. If travel is allowable for this program/services expenses will be reimbursed as outlined in this appendix. Allowance for lodging and meals have been set at the Federal Government allowances for their employees. The State allowance will change when the Federal allowances change. This usually occurs on an annual basis. Reimbursements will be made at the current published rates.

Receipts for lodging are mandatory. Receipts are not required for meals when the traveler is in overnight travel status. The Schedule which lists rates currently in effect for all destinations within the State is available at the New York State Office of the State Comptroller's website:

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

The per diem allowances are based on the county of assignment, therefore, the traveler's destination, as noted on the claim for reimbursement, must include the county, as well as the city. The Schedule ends with the rate for all locations (counties) not listed on the Schedule.

Please note that all applicable taxes are included in the maximum lodging allowances. No reimbursement for taxes will be made separately.

Rates for areas outside of New York, the continental United States and foreign areas, are also available at the New York State Office of the State Comptroller's Website:

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

The maximum reimbursement for lodging and meal expenses may not exceed the lodging and meal allowances for the area of travel. If the cost of lodging exceeds the maximum allowance for lodging in the area of travel, the traveler's meal allowance must be used to offset the higher lodging rate.

2. No reimbursement will be allowed for lunch.
3. To be entitled to full meal allowances, traveler must be in travel status overnight and eligible for reimbursement for breakfast and dinner.
4. Meal Allowance for Non-Overnight Travel

When a traveler is in travel status for less than a day and lodging charges are not incurred, reimbursement will be made for breakfast and dinner with receipts, at the following maximum rates:

	Breakfast	Dinner
\$71 Meal Allowance	\$14	\$57
\$66 Meal Allowance	\$13	\$53
\$61 Meal Allowance	\$12	\$49
\$56 Meal Allowance	\$11	\$45
\$51 Meal Allowance	\$10	\$41
\$46 Meal Allowance	\$9	\$37

Note: Incidental expenses such as tips to bellmen, porters, hotel maids, etc., continue to be included in the allowances.

5. Transportation Costs

Any common carrier transportation costs incurred should be at coach rate unless extenuating circumstances prevent such, in which instance a justification must be submitted with the expense.

Receipts/air passenger coupons are required for reimbursement.

Transportation by personally owned automobiles will be reimbursed at the IRS rate in effect at the time of travel unless the Department agrees to an alternative rate.

All taxi charges must be substantiated by a receipt.

APPENDIX E

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

APPENDIX F

Vendor Name: _____

NYS Vendor ID # (if one has been assigned) _____

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 over \$100,000 must also complete the 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 and complete the questionnaire, see the instructions available at:

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm or go directly to the VendRep System online at <http://portal.osc.state.ny.us>.

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 and printed at: <http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3290s.pdf>)

APPENDIX G

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/sfl139-j.htm> and at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/sfl139-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.

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.

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.

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:

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

Bidder's Identifying Data

Bidder's Name _____

Business Address _____

Street

City

State

Zip

Telephone _____ Fax _____ E-mail _____

Federal id. Number _____

If Bidder is a Partnership complete the following:

Name of Partners or Principals

Business Address

If Bidder is a Corporation complete the following:

Name

Business Address

President

Secretary

Treasurer
