New York State Department of Economic Development

REQUEST FOR PROPOSALS

I Love New York Road Map

RFP Number: 17-6123

PROPOSALS DUE: October 3, 2017
BY 5:00 P.M.

RFP Released: September 6, 2017
Request For Proposal (RFP) Response Form

RFP # 17-6123

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:________________________________________________________________

Mail this as the first page of your proposal.
If not submitting a proposal, please e-mail this form to:

tourismrfp@esd.ny.gov
NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT
REQUEST FOR PROPOSAL #17-6123
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SECTION I - ADMINISTRATIVE INFORMATION

1.0 Purpose

The New York State Department of Economic Development (NYSDED) has issued this Request for Proposal (RFP) to acquire the services of a qualified firm to print and supply NYSDED with an annual I Love New York Road Map (the “Map”). The successful bidder will be responsible for producing the first Map, which shall be set forth for 2018 with subsequent Maps for 2019 - 2023.

1.1 Inquiries

All questions must be submitted in writing via email to tourismrfp@esd.ny.gov with RFP #17-6123 I Love New York Road Map in the subject line. Please do not contact the Department by telephone. Questions must be received by the Department no later than September 21, 2017 by 5:00 PM EST. All inquiries must cite the particular RFP section in the questions. Answers to all questions of a substantive nature will be provided to all known recipients of the RFP.

1.2 Schedule of Pertinent Dates

- Release of RFP: September 6, 2017
- Deadline for Receipt of Questions: September 21, 2017 by 5:00 PM EST
- Submission of Proposals: October 3, 2017 by 5:00 PM EST
  *Late proposals cannot be accepted.*
- Interviews/Oral Presentations: By appointment, at the discretion of NYSDED
- Award of Contract: November/December 2017 (estimated)
- Projected Contract Start Date: January 1, 2018 (estimated)
- Delivery of initial art materials: February 1, 2018 (estimated)
- Delivery of finished printed Map: 40 days from receipt of material

Subsequent maps will require the same 40-day delivery schedule.
1.3 **Submission of Proposals**

Interested individuals or firms must submit their hard copy proposals no later than **5:00 P.M. U.S. Eastern Standard Time, on October 3, 2017.** Appendix B - Budget must be bound separately from the rest of your proposal.

Submit **five (5) copies** of the proposal to the following address:

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

**In addition to the hard copies,** the Applicant **must** submit an identical electronic version of their entire proposal, including budget and completed forms (but not samples), to tourismrfp@esd.ny.gov with **I Love New York Road Map – “your company name”** in the subject line. **Electronic copies are used for administrative purposes and DO NOT fulfill the requirement to submit the hard copies by the deadline.**

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

1.4 **Designated Contacts**

For the purpose of the Procurement Lobbying requirements of this RFP (see section 3.8 and Appendix F), the Department’s designated contact shall be Lisa Sutton and employees designated by the Department as part of the Department’s Contract Management Unit and all staff designated by the Department to have responsibilities and duties in the Department’s Administration and Counsel’s Office.

**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the contract. Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts listed in this RFP. (refer to: [https://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html](https://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html))
SECTION II – PROGRAM BACKGROUND AND SCOPE OF SERVICES

2.0 Background

New York State Department of Economic Development
The New York State Department of Economic Development (ESD) is the government agency with the primary objective of creating private sector job opportunities for New Yorkers by enhancing the State’s economic growth. ESD’s Division of Tourism (“the Division”) takes the lead role in carrying out the Department’s mission with regard to drive economic development and boost tourism to New York State. The Division achieves this task by promoting New York State as the premier location to vacation, visit or conduct business. The Division supports this mission through the tourism industry by marketing the state’s travel destination; primarily through its iconic I LOVE NEW YORK brand Tourism advertising campaigns, comprehensive marketing activities, including trade and consumer initiatives, traditional and digital media as well as domestic and international marketing.

Objectives
New York State is divided into 11 separate vacation regions: The Adirondacks, Capital-Saratoga, The Catskills, Chautauqua-Allegany, Finger Lakes, Greater Niagara, Hudson Valley, Long Island, 1000 Islands-Seaway and New York City.

Each vacation region offers unique tourism assets. In addition, the state as a whole presents vacation experiences linked to the following key themes: family attractions, culture and history, the outdoors and recreation areas across the state.

The aim is to:
• Identify assets of New York State that are of interest to the visitor
• Generate awareness of these assets
• Create the desire to visit New York State to experience these assets
• Promote interstate travel across New York State
• Entice visitors from other states and countries to visit New York State
• Capture a larger share of visitors to extend stays and experience other destinations across New York State

The objective of this RFP is to seek and retain a qualified contractor that can provide high-quality vector-based cartographic services and map publishing capabilities on behalf of New York State.

Each year the Road Map will become part of the I LOVE NEW YORK tourism collateral package distributed as a response to consumer requests for tourism information. It will be distributed as a supplemental piece along with the annual I LOVE NEW YORK Travel Guide as a means of providing the traveler with a comprehensive information package. The Official I LOVE NEW YORK Road Map is distributed by the Division of Tourism to the public at no charge.

New York State law allows paid advertising to appear on the Map. A maximum of 30% of the total square inches of the Map may be allotted to advertising and/or tourism promotion. This area should appear on contiguous panels. The successful proposal must configure the Map and Map elements around or allowing for the advertising space. In the event advertising is not sold the space will be filled with tourism promotional content.
2.1 **Scope of Services**

The responsibilities of the Contractor shall include cartography production, road map printing and distribution activities for a period of up to five (5) years. The Contractor is to develop vector-based road maps, edit and provide cartography services based on the most current information and resources available at the time of creation during the term of this Contract, capturing the latest transportation projects and routes across New York State. The responsibilities of the Contractor shall include a combination of trade, outreach and general services (the “Services”) as further described in this Section 2.1 and provide the deliverables as described in Section 2.2 of the RFP.

New York State seeks a partner who can identify and create highly visual, cost effective vector-based printed and digital road maps, which can be used to motivate travel to and across New York State. For the purpose of this RFP and any contract (the “Contract”) resulting from it, the Services shall mean:

**Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. Each responding company must own all publishing rights to and be able to supply copyright proof for an existing, current New York State base map to be considered for this contract.** Your proposal should address the following creative specifications and map elements:

The I LOVE NEW YORK Road Map is to consist of a four-color process, vector-base highway map of New York State. The printed sample I LOVE NEW YORK Road Map (to have a sample map mailed to you please send a request via e-mail to tourismrfp@esd.ny.gov) is an example of a satisfactory design and configuration of map elements. The printed sample is part of these specifications and is an example of a satisfactory layout of elements; custom grids, cartographic design, fold, and folded size.

The main body of the map must include all of New York State proper, with the exception of New York City and Long Island, in one piece and in a proper and proportionate scale on the proposed trim sheet size.

The Department is looking for recommendations for the Map to continue to include a form of topographic information that would illustrate the various mountain ranges in New York State without compromising the overall legibility of the map or its usefulness to the traveler. Proposals should include what topographic style the contractor has to offer.

The Map must include the latest updates and revisions of New York State roads and highways, including the New York State Thruway. There must be an uncluttered portrayal of tourism attractions from sources to be provided by the Department, keeping in mind the overall appearance and legibility of the Map.

In addition, the following features should be clearly discernable on the Map:

(a) Thruway interchange numbers, rest/gas areas  
(b) Metropolitan areas  
(c) State parks and recreational areas  
(d) Rest areas on all major roads  
(e) Major tourist attractions and major points of interest  
(f) Scenic routes, major waterways and canals  
(g) Parkways (labeled) and toll roads (labeled)  
(h) Commercial airports, (airplane symbol would suffice)
(i) State university schools, prominent colleges and universities
(j) County outlines and county names
(k) Major railway passenger terminals (train symbol would suffice) and scenic railways
(l) Winter sport areas
(m) Wineries/grape agri-tourism growing areas

Any tourism attractions and points of interest currently included on states and countries bordering New York State (Connecticut, Massachusetts, Vermont, Canada, Pennsylvania, New Jersey, etc.) must be deleted.

The Map must have:

- clear, easy-to-understand symbols and type;
- logical selection and classification of map features;
- and logical selection and placement of map elements.

The Map must include an accurate mileage log and frequent place-to-place road mileage indicators. The mileage log must list New York State places, and major out-of-state cities such as but not limited to: Toronto, Montreal, Boston, Hartford, Philadelphia, Pittsburgh and Cleveland.

The Map must include longitude and latitude.

The Map must include a locator grid with bingo numbers/letters. The finished locator grid and its bingo numbers/letters MUST correspond exactly to the Department’s locator grid and bingo numbers/letters as used in the sample I ♥ LOVE NEW YORK Road Map (to have a sample map mailed to you please send a request via e-mail to tourismrfp@esd.ny.gov) and I LOVE NEW YORK Travel Guide (to have a sample travel guide mailed to you please send a request via e-mail to tourismrfp@esd.ny.gov). For example, in the 2016 I LOVE NEW YORK Travel Guide, Albany is in the Capital-Saratoga regional listings on page 75 and its locator is M-24. Albany is also represented on the sample I ♥ LOVE NEW YORK Road Map and index at the same grid locator of M-24. Bidding firms are asked to break out additional cost, if any, for a map with grid locators (bingo numbers/letters) that correspond exactly to the Department's.

The Map must include a place index. The place index must have an adequate number of entries (counties, cities, towns) reflective of 2010 population figures, as space allows. This index must also correspond to the Department’s bingo numbers and letters. The I LOVE NEW YORK Travel Guide listing the communities and their respective grid locator numbers should be used for determining the location and bingo numbers/letters of the various communities that appear on the main map without compromising the cartography. Any discrepancies between location of cities on the map and in the Department’s Travel Guide must be reported back to the Department.

As space allows, firms must provide and proposals must include insets for New York City, Buffalo, Capital District (Albany, Schenectady, Troy), and as many other metropolitan cities as is feasible. Downtown insets are helpful, but not required. In any case, the insets must show adequate map detail, including major routes. Any map insets must correspond to bingo numbers/letters on the main map. Each community's position on the main map and on any inset maps must be cartographically correct.

The Map should have a final flat trim sheet size of not larger than 27” x 39” and not smaller than 22” x 32”. The proposed folded and finished size should match the sample I LOVE NEW YORK Road Map although
additional alternative suggestions may be considered.

After the award of the contract, but prior to the first proof, the awarded firm must furnish proof to the satisfaction of the Department that all elements missing from the firm's original base map have been included on their creation of the Department's Map, as outlined in these general specifications. All deletions or additions must be made at this point.

Any and all work required to bring the firm's map to the level required by the Department, including all packing and shipping as specified, must be included in the total bid price.

The Department plans to purchase a minimum of 300,000 maps per year. The vendor must supply a cost for 300M maps and additional thousands. Any additional thousands will be purchased in increments of 50,000 maps. For the first year, the Department plans to purchase a total of 300,000 maps.

In addition to the printed map, Contractor must also provide a high resolution finished PDF file for the Division of Tourism to use as supplemental marketing tool for each new I LOVE NEW YORK Road Map.

PRINTING SPECIFICATIONS

**TITLE:**  I NY Tourism Map

**QUANTITY:**  300,000 minimum.

NOTE: Vendor is asked to provide a printing cost for additional thousands in lots of 50,000 maps. Any additional maps will be purchased and printed at the same time as the first 300,000 maps.

**SIZE:**  The Map should have a final full bleed trim sheet size of not larger than 27" x 39" and not smaller than 22" x 32". Folded size is 3.75” x 8.75” full bleed trimmed. The Vendor must match finished folded size of the sample I LOVE NEW YORK Road Map but additional alternative folds will be considered.

**PAGES:**  1 sheet printed 2 sides

**COLOR:**  4-color process both sides

**COPY:**  For any tourism editorial/advertising panels, the vendor will be furnished electronic files via cloud transfer service, e.g. DropBox or WeTransfer. The graphics will be supplied as a Macintosh In-Design or Adobe Acrobat, PDF file. Various artwork and portions of the map may be supplied as Illustrator files, Photoshop files, TIFF files and/or EPS files. All files will be linked. All fonts will be supplied. Advertising will be provided as hi-res Adobe PDF with fonts embedded and minimal compression.

Contractor must assemble and output supplied graphic files for any tourism editorial/advertising panels. Contractor is responsible for the accurate output of supplied files for best possible reproductive quality and resolution.

All photography will be placed as high-resolution files, in position, ready for output, no scanning or separations required.

**IMPORTANT:**  The total area of the combined editorial and/or advertising area is not to exceed 30% of the total square inch area of the map. Your proposed layout must indicate this area.
AA's (Authors Alterations): There may be an estimated 10 items of editorial AA's after the first proof, but prior to the second proof. The AA's will be furnished in a revised formatted electronic file or, if the contractor is able, simple copy changes may be supplied as hard copy for contractor to handle.

PROOF: Contractor is to first furnish a digital content proof for review of all elements in position. Once any required AAs are applied, vendor must then furnish complete page made up, all elements in position, color accurate proofs of both sides of the map. Single piece color proofs are required. Taped together pieces of proofs will not be accepted. These proofs must be comprehensive and allow for a discerning review of all content including color approvals.

IMPORTANT: Vendor must supply “contract quality” color proofs as described by PIA industry standards. Proofing system must allow for a discerning and accurate approval of color. Vendor must specify type of proofing system to be used on bid response.

PAPER: First carefully read Executive Order #4. Vendor is to specify a #1 grade or better, 50 lb. (25 x 38 basis) bright white text, smooth finish meeting EO4 specifications. Publisher must certify in writing that the paper bid upon has been manufactured and successfully used for end use as a map, which is opened, closed, and folded repeatedly. Samples of the actual paper, folded to your proposed finished size must be included with proposal package.

NOTE: Paper must be a mill brand and clearly specified on bid response. Paper must include brightness and recycled content verification from the mill.

GOVERNOR'S EXECUTIVE ORDER NO 4: On April 26, 2008, Governor David A. Paterson signed Executive Order No. 4 (EO 4), “Establishing A State Green Procurement And Agency Sustainability Program”. Pursuant to EO 4, commencing no later than July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainable-managed renewable resource to the extent practicable, unless the cost of the product is not competitive. It is the intent of the Department of Economic Development to apply these standards to the items specified herein for the purposes of this contract. EO 4 may be viewed at the following URL address:

RECYCLED CONTENT: In accordance with Executive Order No. 4, Establishing A State Green Procurement And Agency Sustainability Program, the Department of Economic Development would prefer to award to a bidder who can furnish all stocks required containing 100% post consumer fiber as defined by the Environmental Protection Agency (EPA). For the purposes of awarding a contract, below are the minimum recycled content requirements for post consumer fiber as defined by the Environmental Protection Agency (EPA) that are acceptable:

☐ 30% for uncoated printing and writing papers, copier paper, forms bond, carbonless bond, and white wove envelope paper, or
20% for bristols, or
10% for coated printing paper, unbleached kraft envelope paper, and colored wove envelope paper.

RECYCLED CERTIFICATION: Any one of the following are acceptable:
- a Paper Manufacturer’s Affidavit of Recycled Content for the proposed paper verifying a minimum of 100%, 30%, 20% or 10% (whichever is applicable. See “Recycled Content” requirements) post consumer fiber as defined by the Environmental Protection Agency (EPA) is; or,
- the Department is able to ascertain through readily available sources, such as trade publications or mill literature that the proposed paper complies with New York State’s recycled requirements.

If none of the preceding conditions are met, DED will notify bidder to submit a DED supplied Paper Manufacturer’s Affidavit of Recycled Content. Failure to submit a properly completed affidavit within six (6) calendar days after notification may result in disqualification of bid.

SUSTAINABILITY: All non-recycled or virgin content of proposed products shall be derived from a sustainable managed renewable resource and must be certified as such through an appropriate third party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with this requirement should be attached to and submitted with bids at the time of the bid opening. Failure to submit the required documentation may result in the rejection of bid. The Department reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

PROCESSED CHLORINE FREE: The Department of Economic Development strongly encourages bids on products that are Processed Chlorine Free (PCF). In order to be considered PCF, product must either be accredited as such through an appropriate third party certification program, which requires as part of its certification criteria that the product be PCF; or substantiated with literature published by the manufacturer or through a signed statement by the manufacturer. Confirmation of PCF properties of proposed products should be attached and submitted with bids at the time of the bid opening. DED reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

NOTE: The State reserves the right to verify the recycled content paper used in the resultant contract award by the following methods, including but not limited to:

- Supplier invoices for proposed recycled content paper
- Site inspection

RECYCLED STATEMENT/SYMBOL: When printing is provided on recycled stock, contractor must include a printed statement or symbol on the printed material that indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the all recycled stock as indicated by DED.

INK: The sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight. In accordance with Article 2, section 7-a of the New York State Printing and Public
Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of NYS printing requirements shall contain the following minimum percentages of vegetable oil:

News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

FINISHING: Cleanly trimmed and folded.

PACKING: All maps folded and finished for individual distribution are to be shrink-wrapped or poly-bagged into bundles of 25 and then packed into cartons of 10 bundles (250 maps). Each carton must be clearly labeled as to contents and quantity as follows:

| NYS Dept of Economic Development |
| Tourism Division                 |
| I LOVE NEW YORK 2013 Maps        |
| 250 maps (10 bundles of 25)      |

Cartons must be new and suitable for reshipping. Maps are to be packed in a manner that will protect them from curling or shifting in transit and storage. Cartons are to be securely stacked, plastic wrapped and banded on new pallets. It is the responsibility of the contractor to pack each pallet in a manner that will insure the books will not be damaged in transit and upon arrival may be safely double stacked and stored.

NOTE: The contractor is cautioned; the Department reserves the right to REFUSE any SHIPMENT not packed per the above specifications. Any change to these specifications must have prior approval.
SHIPPING:  FOB inside dock delivery to:
NYS Dept of Economic Development/ I LOVE NY
c/o NYS OGS Distribution Management
10 North Ferry Street
Albany, NY 12207

Contact: Shawn Mack, Warehouse Supervisor, Albany Distribution Center (ADC) at 518-426-4333, to arrange delivery schedule.

Email: CentralWarehouse@ogs.ny.gov
Receiving hours: 8am- 2pm, Monday-Friday
Request 24 hours advanced noticed for deliveries

SCHEDULE:  Each year the awarded contractor will be allowed a maximum of 40 calendar days to produce, print and deliver the folded maps. Regardless of when materials are delivered to the awarded contractor, before, on or after the target date, the contractor will have a total of 40 calendar days to complete the map. Any time that the Department holds the first proofs or any revised proofs is NOT included in the 40 days and will be added to the total schedule. The schedule must be maintained and the maps must be delivered to the Travel Guide printer in time to bind into that publication.

IMPORTANT: The successful contractor must guarantee delivery of the maps within the time allotted for production. The contract between the Department and the successful contractor may provide for certain remedies in the event that the contractor fails to deliver the maps as outlined.

QUALITY STANDARDS

PRODUCTION: The Department reserves the right to enter the publisher's and/or subcontractor's plant during any stage of production including, but not limited to, cartographic work, proofing, make-ready, printing and folding, to discuss and/or examine work being done related to the production of the I NY Tourism Maps.

The publisher must be represented by a qualified production person knowledgeable and capable of discussing details of all stages of production with the Department's representatives.

PRESSWORK: The Department reserves the option to have a representative at press to give the OK for color. All technical aspects of maintaining best print, color and finishing quality is the responsibility of the vendor. All maps must match each other and be consistent in ink film coverage. All maps must be in exact register. The Department will not accept imperfections such as but not limited to; out of register, gear streaks, slurring, doubling, piling, embossing, scumming, or plugging. Bidders are cautioned that this is a 4-color publication containing full page 4-color subjects. The final printed product must be rendered acceptable and to the satisfaction of the Department.

INK: The printer is to use top quality ink.

FINISHING: Folding is to be exact. Trim must be accurate.

PREPARATORY MATERIALS: Except for copyrighted materials owned by the contractor, all project materials and any work generated in the production of this publication are or will become the property of New York State and must be returned to the Department upon completion of the job.
All original materials provided by the Department for the production of the publication must be returned in the same condition as they were received.

2.2 **Deliverables**

The Contractor will also be responsible for providing:

- Annual maps factoring in the most current transportation updates, improvements, bypasses, and closures.
- A high resolution finished PDF file for the Division of Tourism to use as supplemental marketing tool for each new I LOVE NEW YORK Road Map.
- A timeline schedule of production from receipt of artwork through delivery of folded maps to distribution channels.

2.3 **Mandatory Qualification Requirements**

Your proposal must demonstrate your ability to comply with each of the items identified below. Inability to demonstrate compliance with these qualifications will result in the disqualification of your proposal.

1. Demonstrated knowledge of producing, designing, publishing and distribution of finished, foldable road maps for the exclusive use of consumers, as well as high resolution imaging in the form of digital art files, such as PDFs, specifically for the use of on-line media.
2. At least three (3) years of experience in working with map making projects of this stature.
3. Proven experience in cartography, publishing and printing consumer mapping marketing pieces.
4. Demonstrated accomplishments in cartography and the printing of transportation and road maps.
5. Staff assigned to this project with relevant experience and qualifications
6. The Bidder must provide the name, address, phone number, contact name, title and email address of three business references that can substantiate that your company has successfully conducted similar projects in the past.
2.4 Selection Criteria/Evaluation

Proposals that meet all the mandatory qualifications as outlined in Section 2.4 above will be evaluated by NYSDED based on the Selection Criteria stated in this section.

1. **Technical evaluation** consisting of:

   a. **Demonstrated Experience on Similar Map Making Projects** (20 points)
      Relevant experience in performing services similar to those described in Sections 2.1 and 2.3 of this RFP

   b. **Demonstrated Ability to Perform Required Services** (30 points)
      Evaluation of the ability to accomplish the Scope of Services (section 2.1) of this RFP. Your proposal must address each item listed in section 2.1 and 2.3 above (See also Section 3.1.)

   c. **Evaluation of NYS base map and proposed layout** (20 points)
      Evaluation of NYS base map and proposed layout of all elements for best representation of NYS and its services

2. **Cost evaluation** (30 points)
   Evaluation of the total cost proposed
   (Please review Section 3.1, and complete Appendix B – Financial Proposal in full. Do NOT substitute your own budget format.)

   *Appendix B - Budget must be bound separately from the rest of your proposal.

3. **References**
   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.

4. **Interview/Oral Presentation**
   Interviews/Oral Presentation of finalists may be conducted at the discretion of the Department. The interview/oral presentation will allow finalists to elaborate on information included in their proposals. Key personnel directly responsible for the project will participate in the interview/oral presentation. Costs incurred by the finalists for preparation and participation in the interviews/oral presentations including but not limited to travel and staff time shall be the sole responsibility of each finalist.

2.5 **Evaluation Process**

Initial evaluation of proposals will be done in two parts – Technical Evaluation and Cost Evaluation. NYSDED’s Evaluation Committee will review the technical portion of each proposal based on the technical criteria listed above. NYSDED’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 NYSDED’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.
NYSDED reserves the right to determine whether oral presentations/interviews will be necessary. If NYSDED 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. NYSDED anticipates that three (3) proposers will be selected as Finalists. The department reserves the right to select any number of proposals as finalists.

2.5.2 Each Finalist will be notified of the date and time of their oral presentation/interview to be held 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 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. NYSDED anticipates that the Evaluation Committee will make an award recommendation of one proposer based upon its determination of the best value for NYSDED as the highest total scores (technical and cost).

Upon selection, negotiations will be commenced with the successful proposer to enter into a contract setting forth the general terms that would govern the contract for services contemplated by this RFP. The Department will not enter into protracted negotiation with the successful proposer over contract terms and conditions or wait an unreasonable amount of time for the return of a signed contract including any amendments thereto. If the successful proposer 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 tourismrfp@esd.ny.gov. A review should be requested by an unsuccessful bidder within thirty (30) days of the date of the notice that its proposal was not selected for an award.

2.8 Protests and Appeals
1. Protests
Any interested party may file a protest, in writing, with the NYS Dept. of Economic Development DED. within ten (10) business days from the date of the notice of the contract award, except:
   • where a protest concerns the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids), in which case that protest must be filed on or before the date set in the solicitation for the receipt of bids or
proposals; or
• where DED determines that sufficient circumstances exist and has set forth a different time period for filing protests.

a) Once received by DED the protest shall be refer either to an individual employee or group of employees of DED. No such employee will have been actively involved in the procurement process being protested. DED will provide a copy of any protest filed to the successful bidder.

b) DED may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest raises only issues of law that have already been decided.

c) DED shall issue a determination within fifteen (15) business days of the filing of the protest. The answer to the protest should address all the factual and legal allegations contained in the protest. A copy of the answer shall be simultaneously delivered to the protester and the successful bidder.

d) During the time period in which a protest may be filed, or during the resolution of a pending protest, DED may negotiate terms and conditions of the contract or grant award with the successful bidder. However, a contract or grant award will not be approved by the DED prior to the expiration of the time period for filing a protest, or, if a protest has been filed, before the DED issues a determination of the protest.

e) The person or persons designated by DED to consider the protest shall prepare a written recommendation addressing all of the issues that have been raised by the protest.

f) DED may accept, modify or reject such recommendation.

g) In making his or her determination with regard to the protest, the DED designee may, in his or her sole discretion, consider any additional information from any source relating to the allegations set forth in the protest.

h) All parties that have participated in the protest, as well as the original successful bidder, shall be provided with a copy of the final determination of DED. The determination shall be made part of the procurement or grant award record.

2. Appeals

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

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

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 Instructions

Each participating bidder must submit a complete proposal with each element of the Section 2.3 addressed. In addition, all proposals must include the following information. Bidders supplying incomplete responses may be deemed non-compliant. Please follow the format listed below:

1. Title page, indicating:
   Name, address (both mail and email) phone & fax number, contact person, and federal ID number (if any). It must also include a signed statement that the offer shall be firm and not revocable for a period of 60 days unless withdrawn in writing.

2. Table of contents and page numbers

3. A proposed layout that includes all map elements and indicates tourism/advertising area. Based on the layout furnished, the firm will be informed if a reconfiguration of its map elements will be required;

4. A folded sample of actual proposed stock which has been manufactured for end use as a map. Sample must be actual proposed sheet trim size and proposed fold. Proposed fold must include the version to be bound in the Travel Guide and the version to be trimmed for individual distribution;

5. Printed samples of your existing copyrighted New York State base map. Each firm must have an existing, current New York State base map to be considered for this contract award;

6. A list of 3 customer references for whom the firm has supplied 4-color maps and samples of such maps. Each of the 3 samples must be labeled indicating the name(s) and address(es) of any subcontractor(s) who participated in the preparation or printing;

7. If the firm proposes using any subcontractor(s) for any part of the I NY Tourism Map, the name(s) and address(es) and samples of their work must be furnished with this proposal;

8. A brief outline of your cartographic capabilities stating size of total cartographic staff and size of cartographic staff available to work on this project;

9. A brief description of experience of each staff member who will be overseeing the project and the cartographic work as well as a brief description of the role they shall play in accomplishing the Scope of Work;

10. A full description of how you intend to accomplish the Scope of Work as outlined in Section 2.1 and 2.2, including a proposed schedule of implementation and proofing system to be used;

11. Budget requirements: Appendix B of this RFP must be completed and submitted as part of your proposal. DO NOT USE AN ALTERNATIVE BUDGET FORMAT. Complete costs must be submitted for the I NY Map. Total price must include costs necessary or incidental to proper execution of the printed map including FOB delivery as outlined.

12. Other
   Please complete and include Appendices C, D, E and, F (Non-Collusive Bidding Certification, MacBride Fair Employment Principles, Responsibility Questionnaire information, and Procurement Lobbying Disclosures Pursuant to Sections 139-j and 139-k of State Finance Law respectively). Also complete and include OSCD forms 1, 2, and 4 (see section 4.12 pages 26-28). The Successful Bidder may also be required complete the following if applicable but their inclusion is not required at the time of proposal:
   - New York State tax forms ST-220-CA and ST-220-TD. The ST-220-CA may be found at: ST-220-CA doc.. The ST-220-TD may be found at: ST-220-TD doc.
   - A State Consultant Services Contractor’s Planned Employment From Contract Start Date
Secure NYS workers compensation and disability insurance and keep insured during the life of the contract.

3.2 Conditions Governing Proposals

Only those individuals or firms who have supplied complete information will be considered. 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).

The Department reserves the following prerogatives:

- to accept or reject any or all proposals;
- to waive or modify minor irregularities in proposals received;
- to eliminate mandatory qualifications unmet by all offerers;
- to disqualify proposed offers that fail to meet the mandatory qualifications;
- to require clarification from any bidder for the purposes of assuring a full understanding of responsiveness to the requirements of the RFP;
- to negotiate with any or all proposers, within the proposal requirements, to best serve the interests of the State of New York;
- to amend the specifications after their release, with due notice given to all those solicited to modify their proposals to reflect the changed specifications;
- to utilize any or all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights;
- to award contract(s) for any or all parts of a proposal; and
- 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.

By submitting a proposal, an individual or firm 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 Iran Divestment Act

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

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

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.
During the term of the Contract, should NYSDED receive information that a person is in violation of the above-referenced certification, NYSDED will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDED shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

3.4 Freedom of Information Law (FOIL)

The Department is subject to the Freedom of Information Law, 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(2)(d) of the Public Officers Law, on the ground that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and 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.

3.5 Notification of Award

The Department will notify the successful proposer by written confirmation.

A contract defining all terms and conditions of the parties will be drafted by the Department. The contract may incorporate SECTION II - PROGRAM BACKGROUND AND SCOPE OF SERVICES of this RFP, the State's standard contracting provisions (attached hereto as APPENDIX A) and as much of the successful firm’s final proposal as may be appropriate among its provisions. After the Department and the successful firm execute the contract, it must be submitted for approval to the Attorney General’s Office and the Office of the State Comptroller.

3.6 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 send an e-mail to tourismrfp@esd.ny.gov. A review should be requested by an unsuccessful bidder within thirty (30) days of the date of the notice that its proposal was not selected for an award.

3.7 Liability

The Department is not liable for any costs incurred by any individual or firm for work performed to prepare its proposal or for any travel or other expenses incurred in the preparation and/or submission of its proposal. Further, the Department is not liable for any costs incurred until the contract has been approved by the State
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 1.4 of this solicitation. 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; OGS Legal Services, Empire State Plaza, 41st Floor Tower Building, Empire State Plaza, Albany NY 12242. Telephone: (518) 474-5607. 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, APPENDIX A - Standard Clauses for All New York State Contracts, 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

The successful offerer shall perform the work and provide the services set forth in this RFP as an independent contractor for a period of up to five (5) years unless terminated sooner as provided in this section of the RFP.

The Department reserves the right to cancel any contract resulting from this RFP as described in Section 4.2 - Cancellation below. Both parties agree that any contract resulting from this RFP shall end on the termination date unless terminated as described in Section 4.2 - Cancellation below.

4.2 Cancellation

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

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

4.3 Subcontracting Requirement

The Bidder may subcontract elements of the program for which it lacks location or in-house capabilities. The firm’s proposal must identify the subcontracting firm or firms and cite the proposal. The Department is an equal opportunity contractor and reserves the right to review and approve all subcontracting firms.
After the contract resulting from this RFP, if any, is awarded, any subcontractors or purchases in excess of $50,000 that was not originally identified in the Contractor’s proposal must adhere to the following:

- For subcontractors or purchases that are competitively bid the Contractor must request proposals from a minimum of three qualified firms, and the lowest responsible or best value proposer, as appropriate, shall be accepted unless otherwise approved in writing by the Department.
- Subcontracts or purchases that are sole or single source must include a detailed justification and require the written approval of the Department prior to entering into the agreement.

The contractor may not, without written consent of the Department, assign to any party the Contract or any interest herein, or claim hereunder.

4.4 Financial Terms/Payment Process

a) Payment for services performed to the satisfaction of the Department shall be made in the ordinary course of State business upon receipt of duly authenticated invoices/vouchers and upon receipt of reports and/or deliverables, if required elsewhere in this RFP. Receipts (original copies preferred, the Department reserves the right to require original receipts) for all non-personal expenses must be attached as evidence of cost. A detailed accounting of the staff time and effort attributed to complete project tasks is required and must include personnel titles, hourly rates, dates of service, and deliverables. Vouchers or invoices shall detail expenses in a manner essentially similar to the Budget required as part of your proposal and subject to the terms and conditions discussed throughout this RFP.

b) Expenses. The Contractor shall be responsible for all expense which Contractor incurs in rendering services under the Contract, including without limitation, compensation to Contractor’s subcontractors, employees, assistants or agents, if any, long distance and local telephone charges, entertainment expenses, office rental or mortgage expenses, training expenses, the cost of tools and supplies, and all other expenses incurred in rendering services under the Contract.

Please Note: Contract payments will made on a reimbursement basis. Therefore bidder must have the economic resources to pay expenses in advance of reimbursement from the State, for the services described in this RFP, as well as the staff and administrative expense itemized in your proposal budget.

4.5 Relationship

(a) Independent Contractor Status. The relationship of the Contractor to the Department shall be that of an independent contractor, not an employee.

(b) No Control by Department. The parties acknowledge and agree that the Contractor shall use Contractor’s own judgment as to time, place, details and means by which Contractor accomplishes the results of Contractor’s Services under the contract; that Contractor is not subject to instructions by the Department as to when, where and how the Services should be performed; that Contractor is not required to work set hours of the day or week established by the Department; that Contractor is not required to perform Services in sequence determined by the Department; and that nothing contained herein shall be construed to create the relationship of employer and employee between the Department and the Contractor, provided, however, that Contractor is expected to provide the Services in a timely and competent manner in order to meet the needs and expectations of the Department.

(c) Transfer of Undertakings: Change of Service Provider at end of Contract Term
At the end of the Contract Term and, in the event that there is a transfer of services which falls within the definition of a Relevant Transfer for the purposes of the Transfer of Undertakings (Protection of Employment
Regulations 1981 as amended, and related Enactments and for the purposes of re-tendering, then, upon request, the Contractor fully and accurately disclose all information relating to its employees who are principally engaged in providing the Services, that is, its employees who are engaged exclusively on providing the Services or who are engaged for more than 70% of their time in providing these Services, including the total number of employees whose employment with the Contractor is liable to be terminated at the expiry of this Agreement (but for operation of law) or liable to be transferred, their age and gender, their terms and conditions of their employment, including salary, bonus payments, pay settlements redundancy entitlement, pension entitlement and working arrangements) their job titles and the qualifications required for each position.

(d) Employees of Contractor. The Contractor may, at its sole expense, employ and retain such employees as may be necessary to conduct the Services in the Designated Area. All obligations relating to the compensation, benefits and taxes of such employees shall be the sole obligation and responsibility of the Contractor, who shall be deemed the employer of such employees. The Contractor shall direct the work of all employees and subcontractors.

(e) Other Activities of Contractor. The Parties agree that Contractor may be engaged as a consultant, employee or otherwise in non-profit, business or commercial activities for other parties during the term of this contract, provided that such activities: (1) do not prevent Contractor from performing his obligations as set forth in the Contract; and (2) are not Competitive Activities (as defined below), detrimental to the Department or cause the Contractor to breach any of the provisions of the Contract. “Competitive Activities” are those activities which (i) are performed by the Contractor for another state, trade association, or trade group which represents interests or performs services which are competitive with the State or the Department and (ii) are similar to the Services.

(f) Limitation on Authority. The Contractor acknowledges that it is not an agent or legal representative of the Department and the Contractor shall not have nor represent that it does have any power or right to bind the Department. Neither the Department nor any employee or agent of the Contractor shall be deemed to be the legal representative or an employee of the Department by reason of the contract. During the term of the Contract, the Contractor shall not take any action inside or outside of the Designated Area which could: (1) confer on the State or Department “permanent establishment” or equivalent status, as defined in any applicable law or income tax treaty; (2) subject the State or the Department to income or other taxation in the Designated Area or any country or political subdivision thereof; (3) impair the treatment of the Representative Offices as representative offices or liaison representative offices. Nothing contained in the Contract shall in any way be construed to create an agency or employee relationship between the Contractor and the Department.

(g) Insurance. Contractor agrees to maintain such insurance necessary to fully protect both Contractor and Department from any and all claims under the Workers’ Compensation Act, or any foreign country’s equivalent, including maintaining insurance, through appropriate local government department or agency; or employers’ liability laws, and from any and all other claims for damage to property or for personal injury, including death, made by any person whomsoever, that may arise from or relate to performance of the Services by Contractor, any subcontractor or any person directly or indirectly engaged or employed by Contractor or subcontractor. Contractor agrees to provide the Department with certificates evidencing the required insurance coverage within thirty (30) days after Contractor begins performance of the Services.

(h) Department’s Right of Inspection. The actual performance and supervision of all the work hereunder shall be by Contractor, but the Department shall designate a representative or representatives who shall at all times have access to the Representative Offices for the purposes of observing or inspecting the work performed by Contractor, to judge whether such work is being performed by Contractor in accordance with the terms of the Contract. Such representative or representatives shall be empowered to act for the Department in all matters relating to Contractor’s performance of the work undertaken hereunder.

(i) Department Not a Joint Venturer or Partner. In entering into and complying with the Contract,
Contractor is at all times performing as an independent contractor. Nothing in the Contract shall constitute or be construed as a creation of a partnership or joint venture between Contractor and the Department, or their successors or assigns.

(j) Title to Contractor’s Materials. Title to the materials to be furnished by Contractor in connection with the performance of the Services shall remain with the Contractor unless otherwise specified herein.

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 Intellectual Property Rights, Computer Software Ownership

(a) Rights in Data. All studies, reports, findings, sources, bibliographies, subscriber lists, mailing lists, working papers, files, input materials and output materials, the media upon which the same are located (including cards, tapes, discs. And other storage facilities), together with any drafts of same or other intermediate components thereof which may or may not be either confidential or proprietary, and all other materials, prepared for and delivered to the Department in the course of performance of the Agreement hereunder (hereinafter referred to as “Date”), shall be deemed to be “work made for hire” (as defined in Section 101 of Title 17 of the United States Code), and shall be provided to and become the exclusive property of the Department. Data shall be deemed and determined to not include computer software and related documentation. If it is determined that any Data encompassed above does not fall within the definition of “work made for hire” (as defined in Section 101 of the Title 17 of the U.S.C), the Contractor hereby covenants and agrees to transfer all right, title and interest in any such Data to the Department, and cooperates with the Department, as is necessary, in the processing and execution of any and all documents needed to cause said transfer of all right, title and interest.

(b) Rights in COTS Computer Software. Any commercial “off-the-shelf” (COTS) computer software and its related documentation and licenses which were purchased by the Contractor under this contract, to perform date collection, date dissemination and marketing as discussed in this Agreement shall be transferred to the Department to the extent permissible by the original license. The transfer of such COTS software shall be accomplished at no additional cost to the Department.

(c) Rights to Contractor Owned Pre-Existing Computer Software/Documentation. All computer software and related documentation, together with any versions of the same or other intermediate components thereof, which may or may not be either confidential or proprietary, which was owned by the Contractor and existed at the time of the effective date of this Agreement and which, during the Term of the Agreement is used by the Contractor in the conduct of the performance of this Agreement in such a fashion as to render such preexisting software to the state of being an integral and necessary operating component of the Contractor-Developed Computer Software developed under this Agreement (hereinafter referred to as “Contractor –Owned Pre-Existing Computer Software/Documentation), shall be deemed to remain the property of the Contractor and all right, title and interest therein to the same shall continue to vest in the Contractor, with the express understanding that the Contractor hereby licenses to the Department to use such Contractor Owned Pre-Existing Computer Software/Documentation as provided for in subparagraph (d) herein below.

(d) Rights to Contractor-Developed Computer Software and Software Documentation. The Contractor will design, develop and install computer software as may be required for the Department. The Department will have exclusive ownership of the software including all documentation, source and executable code. All computer software and related documentation, together with any versions of same or other intermediate components thereof which may or may not be either confidential or proprietary, developed by the Contractor in
the direct course of performance of this Agreement (thereinafter “Contractor-Developed Computer Software and Software Documentation”), shall be deemed to be the property of the Department and all right, title and interest therein to the same shall vest in the Department.

(e) For Software License Agreements. For software license agreements regarding any and all pre-existing computer Software and Documentation developed by the Contractor or purchased from outside sources, the Contractor hereby grants to the Department a nonexclusive, royalty-free, irrevocable, license to the Department, for:

1. All Software and Software Documentation (as herein above defined) developed or purchased in the course of performance of this Agreement; and
2. Only that Contractor-Owned Pre-Existing Computer Software/Documentation (as herein above defined) which forms an integral and necessary operating component of the Contractor-Developed Computer Software created under this Agreement;
3. This license shall include the right to reproduce for archival purposes only, and to use and make and permit others to use and make any modifications necessary to the Contractor-Developed Computer Software and Software Documentation, and the Contractor-Owned Pre-Existing Software/Documentation;

The rights granted by this license do not include any rights to derivative works, modifications, revisions, and upgrades to the Contractor-Developed Computer Software and Software Documentation which are developed by the Contractor after the term of this Agreement, or any extensions thereto, expires or is terminated.

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

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

4.8 Confidentiality

For and in consideration of the term of the Contract, Contractor agrees to the following for the ongoing protection of the Department:

(a) Obligations. The Contractor and the Department agree that Contractor shall have an affirmative duty to preserve the confidentiality and safekeeping of all Department documents and “Confidential Information” (as defined below). In particular, except to the extent that the use or disclosure of any Confidential Information is required to carry out Contractor’s assigned duties as an independent contractor for the Department, during the term of the Contract and following the termination of the Contract (for whatever reason):

(1) Misappropriation; use for the purpose of competing with Department, either directly or indirectly; disclose to any third party, either directly or indirectly; or aid anyone else in disclosing to any third party, either directly or indirectly; all or any part of any Confidential Information; or

(2) Use, disclose, divulge or communicate directly or indirectly to any third party: (a) the names, addresses and other contact data regarding any customers of the Department; or (b) the details of any contracts, business transactions or negotiation to which the Department is party or of any tenders, offers or proposals submitted or to be submitted by the Department in connection with its business.

(b) Scope. For purposes of the Contract, “Confidential Information” shall mean confidential and proprietary business or technical information furnished to or obtained by Contractor during the course of his contracting arrangement with the Department (including, without limitation, information created, discovered, developed or made know by such Contractor as part of his engagement with the Department), whether such information is in the form of data, forecasts, records, reports or other documents prepared by or on behalf of the Department. Such Confidential Information includes, by way of illustration, but is not limited to: (1) any Department information regarding a Department Customer (as defined below), including but not limited to customer lists, contracts, business transactions, requirements, billing histories, needs, and products or services provided by the Department to such customers; or (2) all financial information concerning the Department, including but not limited to financial statements, balance sheets, profit and loss statements, earnings, commissions and salaries paid to employees, sales data and projections, forecasts, cost analyses, and similar information: or (3) all Department information regarding sources and methods of supply to the Department, including but not limited to supply agreements, supplier lists, supply terms, product discounts and similar information; or (4) all plans and projections for business opportunities for new or developing business of the Department, including but not limited to marketing concepts and business plans; or (5) all software, drawings, specifications, models, and marketing techniques developed by the Department; or (6) all information relating to the Department’s services, products, prices, costs, development activities, service performance, operating results, employee lists, personnel matters, and other confidential or proprietary information; or (7) any of the information described in subsections (1)-(6) of this Section 4.6(b) that the Department obtains from another party or entity and that the Department treats or designates as confidential or proprietary information, whether or not such information is owned or was developed by the Department. “Confidential Information” shall not include information that is generally known or available to the public.

For purposes of the Contract, “Department Customer” means any company or individual customer of the Department: (1) at the time of the end of the term of the Contract; (2) who contacted Contractor, whom Contractor contacted or served, or for whom Contractor assisted in contact or service during the term of the Contract; and/or (3) any company or individual customer of the Department who purchased products or services
(c) **Return of Documents/Data.** Contractor acknowledges and agrees that, with the exception of information that Contractor can demonstrate was possessed or owned by him prior to his engagement with the Department that has not otherwise been modified, updated, or improved by Contractor or the Department in connection with his engagement with the Department, all sales files, customer records, customer lists, supplier records, supplier lists, product information, letters, contracts, notes, notebooks, records, reports, memoranda, formulae, and all other Department materials, documents, and data used, prepared, or collected by Contractor as part of his engagement with the Department, in whatever form, are and will remain the property of the Department. Contractor also understands and agrees that all Confidential Information that comes into his possession while he is an independent contractor of the Department, whether prepared by him or others, is and will remain the property of the Department. Thus, Contractor agrees that he will return all documents, written material, information, products, devices, and other property belonging to the Department, as well as all documents and other materials of any kind that constitute or contain any Confidential Information, in his possession or control, regardless of how stored or maintained, including all originals, copies, and compilations and all information stored or maintained on computer, tapes, discs, or any other form of technology upon the earlier to occur of (i) five (5) business days after receipt of the Department’s written request to return such property or (ii) the last day of the Contractor’s engagement with the Department.

(d) **Duration of Confidentiality Obligations.** Contractor agrees that he will maintain and keep all Confidential Information strictly confidential throughout the term of the Contract and for a period of twelve (12) months after his engagement with the Department ends. In addition, Contractor agrees that the provisions of this Section 4.6 shall survive the termination or end of Contractor’s independent contractor relationship with the Department, regardless of the date, reason or manner of such termination, and such termination shall not in any way impair or affect Contractor’s continued obligation to observe the provisions of this Section 4.6.

4.8 **Right to Publish**

The Contractor shall not publish, circulate or disclose any articles, reports or other writing concerning their business or the subject matter of the Contract without the prior written consent of the Department.

4.9 **Compliance with Applicable Law**

The Contractor shall, at all times, comply with and observe all applicable laws, statutes, codes, ordinances and regulations which are in effect during the term of the Contract and which, in any manner govern or affect the Contractor’s performance of the Services, including without limitation the laws of the United States, European country or political subdivision thereof.

4.10 **Indemnification**

(a) **General.** The Contractor hereby agrees to indemnify the State and the Department and each of their directors, officers, employees and agents, and hold the State and the Department, and each of their directors, officers, employees and agents, harmless from and against any and all claims, demands, and causes of action based on any violation of any laws, statutes, codes, ordinances, and regulations and the defense of any such claims, demands or causes of action, including, in each case, any such arising from actual or alleged action or omissions of the Contractor or any of its subcontractors or employees.

(b) **Taxes.** Contractor shall indemnify the Department and the State against all liability and loss in connection with, and shall assume full responsibility for payment of all European country or political subdivision thereof, United States, state and local taxes or contributions imposed or required under unemployment insurance, workers’ compensation, social security, pension, and income tax laws, with respect to
the Contractor and Contractors’ employees and subcontractors.

4.11 Publicity

Any publication or news releases relating to the representation shall state that the services are supported by I Love NY; Division of Tourism; Division of Marketing, Advertising and Tourism; the New York State Department of Economic Development or Empire State Development as instructed by the Department.

4.12 Non-Discrimination and Contractor & Supplier Diversity

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

New York State Law
Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145 DED recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DED contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that ESD establish goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs
For purposes of this solicitation, DED hereby establishes an overall goal of 30% for MWBE participation, based on the current availability of qualified MBEs and WBEs. A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DED may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how DED will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

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

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all
By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting DED’s Office of Contractor and Supplier Diversity at OCSD@esd.ny.gov. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

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

1. An MWBE Utilization Plan, Form OCSD-4, with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DED.

DED will review the submitted MWBE Utilization Plan and advise the Bidder of DED’s acceptance or issue a notice of deficiency within 30 days of receipt.

2. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to Department of Economic Development, Office of Contractor and Supplier Diversity, 633 Third Avenue, New York, NY 10017, OCSD@esd.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DED to be inadequate, DED shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DED may disqualify a Bidder as being non-responsive under the following circumstances:

a) If a Bidder fails to submit a MWBE Utilization Plan;

b) If a Bidder fails to submit a written remedy to a notice of deficiency;

c) If a Bidder fails to submit a request for waiver; or

d) If DED determines that the Bidder has failed to document good faith efforts.

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

The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to DED, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form OCSD-1, to OCSD with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan, Form OCSD-2, identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, Form OCSD-3, in such format as shall be required by ESD on a quarterly basis during the term of the contract.

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

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

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

Form OCSD-1:  http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_1MWBEEOPolicyStatement.pdf
Form OCSD-3:  http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_WorkforceUtilizationReport.xlsx
Form OCSD-4:  http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_4MWBEUtilizationPlan.pdf

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

General inquiries or questions relating to aforementioned policies, SDVOB participation and the goals specified herein may be addressed to OCSD at OCSD@ESD.NY.GOV.
PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

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

Contract Goals

A. ESD hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

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

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid (https://esd.ny.gov/sites/default/files/SDVOB_100_Utilization_Plan.pdf).

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

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

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to ESD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by ESD, a request for a partial or total waiver of SDVOB participation.
goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

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

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

Request for Waiver

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

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by ESD at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder’s/Contractor’s waiver request is complete, ESD shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

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

D. If ESD, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to ESD.

Required Good Faith Efforts

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

(1) Copies of solicitations to SDVOBs and any responses thereto.
(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors’ solicitation was not selected.

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

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

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

**Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to ESD during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the ESD website and should be completed by the Contractor and submitted to ESD, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OCSD@esd.ny.gov.

**Breach of Contract and Damages**

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

ALL FORMS ARE AVAILABLE AT: [http://ogs.ny.gov/Core/SDVOBA.asp](http://ogs.ny.gov/Core/SDVOBA.asp)

**Project Sunlight**

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

APPENDIX A-page 4
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
APPENDIX B

Annual Price Schedule

Refer to Section 3.1, item 1 and Section 4.0 for additional guidance on completing the following budget. (Use additional sheets if necessary.)

DO NOT CHANGE FORMAT. Budget must be bound separately from the rest of your proposal. 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(s) will be disqualified.

ITEM: I Love New York Tourism Map

a.) Base map, cartography and design layout $ _______________

b.) Print Production (File assembly, proofs, presswork, ink, paper, fold, packing, shipping, etc. as specified)
   1. First 300,000 Maps @ $_______ /M = $ _______________
   2. Additional Maps in Lots of 50,000 maps @ $_______ /M = $ _______________
      (purchased and printed at the same time as the first 300M)

c.) Total cost (if any) to match Department’s bingo numbers/letters $ _______________

d.) High resolution finished PDF file (section 2.2) $ _______________

TOTAL ANNUAL BID: $ _______________

*TOTAL ANNUAL BID: shall be all-inclusive and include ALL COSTS necessary or incidental to the proper execution of the map each year.

METHOD OF COLOR PROOFING: ______________________________________
Contractor must specify method of color proofing. Color proof must be a contract quality proof meeting highest quality standards of industry and allow for accurate approval of color.

APPENDIX B-page 1
DECLARATION:

We (_______________________) **DO / DO NOT** guarantee delivery of printed finished maps within the schedule as outlined below.

______________________________
Company Name

______________________________
Authorized Signature

______________________________
Date

Preparatory, printing and delivery of folded maps: 40 days from receipt of materials plus time held.

Name and address where cartographic work will be done for the I Love New York Tourism Map:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Name and address for print preparatory to be used for the I Love New York Tourism Map:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Name and address of printing plant for the I Love New York Tourism Map:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

**Finished Sizes:**

Flat size of full bleed trimmed map: ______________________________________________________

Folded size of full bleed trimmed map: 3.75” x 8.75”

Alternative additional folded size(s) proposed: ______________________________________________

**Paper:**

State manufacturer, brand name, weight, and finish. Proposed stocks that are not at least equal to the bid specifications will result in rejection of the bid proposal. Paper must be a mill brand and clearly specified below. An “as specified” response shall mean the exact paper listed in this bid.

Manufacturer: ______________________________________________________

Brand Name: ______________________________________________________

Weight: ______________________________________________________

Finish: ______________________________________________________
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 THERE TO 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

Person(s) Legally Responsible for Binding Participant

Name______________________________ Name______________________________

Title______________________________ Title______________________________

Business Address______________________________ Business Address______________________________

City State City State

Appendix C-1
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
APPENDIX D

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
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 a Vendor Responsibility Questionnaire. The NYS Department of Economic Development recommends that vendors file the required questionnaire online via the NYS VendRep System. To enroll in and use the system, see the instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.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: ________________

☐ A Vendor Responsibility Questionnaire is attached hereto. Paper version can be found at: http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3290s.pdf.
APPENDIX F
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 contracts. 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](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](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](http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html) or by calling the New York State Office of General Services; Ms. Anne Phillips, OGS Legal Services, Empire State Plaza, 41st Floor Tower Building, Empire State Plaza, Albany NY 12242. Telephone: (518) 474-5607. E-mail: Anne.Phillips@OGS.State.NY.US.

Termination Provisions
The Department also reserves the right to terminate any PO resulting from this IFB in the event it is found that the

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1 “Procurement contract” shall mean any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article X1-B of the state finance law, and the unified court system, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed procurement contracts.
Form 1 - Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

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

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

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

By: ___________________________ Date: ___________________________

Name: ___________________________ Title: ___________________________

Contractor Name: ___________________________

Contractor Address: ___________________________

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

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

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

Offerer Certification:

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: ____________________________________________

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Form 4 - Report of Contact under State Finance Law §139-k(4)
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
APPENDIX F
NYS CONTRACTOR TRAVEL REIMBURSEMENT GUIDELINES

Any travel (if applicable) related to the project must be approved by DED prior to incurring any travel related costs. The maximum per diem rates permitted by the Travel Guidelines of the New York state office of state comptroller can be found at the following web site:  [http://www.osc.state.ny.us/agencies/travel/travel.htm](http://www.osc.state.ny.us/agencies/travel/travel.htm)

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](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 at:  [http://www.osc.state.ny.us/agencies/travel/travel.htm](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.

No reimbursement will be allowed for lunch.
To be entitled to full meal allowances, traveler must be in travel status overnight and eligible for reimbursement for breakfast and dinner.

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 allowed rates.

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.

**NOTE:** Incidental expenses such as tips to bellmen, porters, hotel maids, etc., continue to be included in the Federal allowance.