



Greenway Heritage Conservancy HRV, Inc.
for the
Hudson River Valley National Heritage Area



August 31, 2011

INVITATION FOR BIDS

**Hudson River Valley National Heritage Area Map/Guide
Printing Services**

Submission Deadline: September 23, 2011 by 4:00 EDT

Designated Contacts for this Procurement:

- 1) Mark Castiglione
- 2) Scott Keller

All contacts/inquiries shall be made by email to the following address:

hrvg@hudsongreenway.ny.gov

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Section 1. Introduction

A. Purpose

Through this Invitation for Bids (“IFB”), the Greenway Heritage Conservancy HRV, Inc. (“the Greenway”) requests competitive bids from qualified firms to provide printing services for the National Heritage Area’s Map/Guide Series, including 1) Hudson River Valley National Heritage Area, 2) 19th Century Painters: Hudson River School, 3) Architectural Traditions in the Hudson River Valley, 4) Landscapes and Gardens in the Hudson River Valley, and 5) The American Revolution in the Hudson River Valley and route map. It is estimated that there will be no more than one printing per year of each title. PDF versions of the brochures are posted here <http://www.hudsonrivervalley.com/ExploreHeritageArea/MapGuides.aspx>.

B. Background

The Hudson River Valley National Heritage Area program was established by Congress in 1996 and is funded through the National Park Service and Department of the Interior. The mission of the Hudson River Valley National Heritage Area is to recognize, preserve, protect and interpret the nationally significant cultural and natural resources of the Hudson River Valley for the benefit of the Nation. The Hudson River Valley Greenway is the management entity for the Hudson River Valley National Heritage Area.

C. Key Events and Dates

Issuance of IFB	8/31/2011
Deadline for IFB Questions	9/9/2011
Responses to Questions Posted	9/19/2011
Deadline for Submission of Bids	9/23/2011 (4:00 PM, EDT)
<i>Anticipated</i> Notice of Award	10/15/2011

Section 2. Requirements

A. Qualifications of Bidder

1. Bids will be considered only from bona-fide printing companies possessing printing equipment capable of producing the printing requirements described in this IFB. There is no subcontracting allowed under this contract.
2. At a minimum, bidders must have at least one year of experience producing the required documents in the manner and timeframe required by this IFB. Firms with less than one year of experience may satisfy this requirement by demonstrating that staff assigned to this project have one or more years of prior relevant experience with other firms.

3. In order to meet critical deadlines, the bidder must have the ability to receive electronic transmission of Adobe PDF document files.

B. Specifications

Estimated Number of Map/Guides to be Printed: 200,000

Artwork: File supplied

Proofs: Matchprint, Epson or color equivalent proof

Prints: Quotes for:

5/5, 4cp + gloss varnish

5/5, 4cp no varnish

Finishing: Barrel fold to 8-1/4 x 3-7/8

The Greenway estimates issuing one offering documents per year. However, the Greenway makes no guarantees as to any usage or the level of usage of this awarded contract.

C. Trim Size

All items except the American Revolution in the Hudson River Valley are 16-1/2 x 23 flat, no bleeds. All items must be trimmed to the same size.

The American Revolution in the Hudson River Valley is a two piece Map/Guide with the first piece 16-1/2 x 23 flat, no bleeds and the second piece 8-1/8 x 22-1/2. The second piece is attached with a glue dot to the first piece and folded into it to the same finish size as the rest of the Map/Guides.

D. Stock

Text for all items will be printed on 70# gloss text or equivalents.

All items are barrel fold to 8-1/4 x 3-7/8 final.

Paper stock for all items is to be included in the prices quoted on Attachment A-2 (Bid Page).

E. Inks

The Map/Guides are printed in multi-colored inks throughout.

F. Proofs

The Bidder will be required to provide two-sided Matchprint, Epson or color equivalent proofs not later than 48 hours following receipt of electronic transmission, disk, or camera ready copy. At the direction of NHA, such two-sided proofs must be delivered to one location in Albany, NY. Electronic proofs are preferred.

G. Preparatory Materials

All mechanicals, negatives, disks and all files transmitted electronically (i.e. Adobe PDF files) or otherwise, are the property of the Greenway, and are to be returned to the Greenway at any time upon request, or upon completion of the contract, or destroyed, at the request of the Greenway.

H. Underruns/Overruns

Underruns will not be accepted and the Greenway will not be charged for overruns. Invoices shall be for the exact quantity ordered.

No overtime shall be approved for payment in the absence of prior written approval by the Greenway for such overtime.

I. Delivery

The delivery of the documents will be the responsibility of the Bidder, and all costs necessary to meet the required times must be included in bid prices. Deliveries must be made in full unless partial delivery is directed by the Greenway in writing. The majority of deliveries will be made in Albany.

J. Mailing Specifications

The mailing of documents will be the responsibility of the Bidder. Mailings must be made in full unless partial mailing is directed by the Greenway in writing. The Greenway will provide a mailing list to the Bidder, which list will provide the detailed mailing requirements. **Bidder will be reimbursed for postage and freight charges incurred as a result of these shipments by courier, commercial transit carrier or United State Postal Service. Postage and freight charges are not to be included in bid prices.**

All final product deliverables must be: (a) wrapped securely, cased in corrugated cartons; (b) weighing not more than forty (40) pounds each fully packaged; and (c) carefully labeled to indicate the contents of said package. Said packaged final product deliverables shall be forwarded prepaid by the Bidder as directed by the Greenway and notice of shipment also shall be sent as directed by the Greenway. Upon request of the Greenway,

the Bidder shall securely package said final product deliverables for shipment by commercial transit carrier or by United States Postal Service. **Said postage and freight charges shall appear on proper vouchers and such vouchers shall be accompanied by either a copy of the commercial transit carrier's invoice or a postal receipt, whichever is applicable to the method of transit employed by the Bidder, as documentation to substantiate these voucher charges. No additional charge for handling shall be allowed in relation to freight or postal charges. All other costs associated with delivery (i.e. boxes, mailing labels, packing tape, etc) should be included in the bid prices. A mutually agreed upon charge per delivery will be allowed if Bidder utilizes their own delivery service.**

K. Method of Award

Award will be made to the responsive and responsible Bidder meeting minimum requirements listed in the "Qualification of Bidder" section of this document and the specifications outlined in this document that proposes the lowest Grand Total Unit Price Per Map/Guide Bid based on the sample production scenarios shown on Attachment A-2. For each Bidder, the Grand Total Unit Price Per Map/Guide Bid will be derived by summing the five scenarios to arrive at a Grand Total Unit Price.

The Greenway reserves the right to make an award under this IFB to the bidder determined by the Greenway to be capable of producing the document amount and quality as required by the Greenway, and as otherwise required by this IFB.

L. Price

Prices shall include all costs necessary or incidental to the proper execution of this contract including, but not limited to, all customs duties, all proofs, preparatory work, stock, labels, boxes and all printing, folding, and bindery operations through delivery of the job. **All other costs associated with mailing and/or delivery should be included in the bid process unless otherwise specified herein.**

Prices quoted are to be firm for the initial three (3) year period of the contract (the Initial Term, as defined within the Standard Form of Contract, Attachment A-7). Price escalation will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases are permitted at any time. Price escalations in optional years four and five (Extended Term, as defined within the Standard Form of Contract, Attachment A-7) may be allowed if mutually agreed upon in accordance with Attachment A-7.

M Certification Requirements

Complete and execute the following certifications and submit with your Bid:

MacBride Fair Employment/Non-Collusive Bidding Certificate (Attachment A-3)

Omnibus Procurement Act of 1992 (Attachment A-4)

Vendor Responsibility Questionnaire (Attachment A-5)

Certification Pursuant to State Finance Law §139 (Attachment A-6)

Section 3. Submission of Bids

A. Bid Preparation

Please submit one complete executed original package and three copies using the following format:

- A. Cover Page (Attachment A-1).
- B. Detailed specifications, circulars, and all necessary data. These submissions should support the firm's ability to provide all Mandatory Minimum Requirements in the Qualification of Bidder section of this IFB.
- C. Bid Page (Attachment A-2) of this IFB, completed and signed by an authorized signatory for the Bidder.
- D. Attachment B – M/WBE Requirements: Submit completed Attachment B1 to Attachment B.
- E. Attachments A3 – A6 – Completed and signed by an authorized signatory.

Bids must be received by the Greenway no later than **Friday, September 23, 2011 4:00 PM, EDT.**

Fax and e-mail submissions will not be considered under any circumstances.

Packages should be marked as follows and submitted to:

Map/Guide Printing Services Bid

Mark Castiglione
Acting Executive Director
Hudson River Valley Greenway
Capitol Building Room 254
Albany, NY 12224

**Physical Address (For Hand Delivery or Courier service: UPS, FesEx):

Map/Guide Printing Services Bid

Mark Castiglione
Acting Executive Director
Hudson River Valley Greenway
Empire State Plaza
Corning Tower, Room 2862
Albany, NY 12242

** For hand delivery, please note that due to security, you must contact the Hudson River Valley Greenway office ahead of time for access to the building at 518-473-3835.

Late, incomplete, or unsigned bids may be considered non-responsive and returned to the Bidder.

All bids and accompanying documentation will become the property of the Greenway and will not be returned. The content of each bid will be held in strict confidence during the bid evaluation process, and no details of any bid will be discussed outside the evaluation process.

B. Inquiries

Any inquiries concerning this Invitation for Bids or any other aspects of this procurement must be made in writing to:

Mark Castiglione
Acting Executive Director
Hudson River Valley Greenway
Capitol Building Room 254
Albany, NY 12224
FAX: (518) 474-9075
E-mail: hrvg@hudsongreenway.ny.gov

In order to provide the Greenway with sufficient time to reply, any inquiries concerning this IFB must be received in writing no later than close of business September 9, 2011. A list of all substantive inquiries received with relevant responses will be posted to the Opportunities at the Greenway section of the Greenway's website: <http://www.hudsongreenway.ny.gov/Organization/RFP.aspx>.

A copy of this IFB will be available on the website. Any clarification or modification to the IFB that requires a text change to the posted IFB will be underlined.

Section 4. Important Information Affecting Bidders

A. Standard Contract

A sample of the Greenway's Form of Standard Contract is provided (Attachment A-7). PLEASE READ THE SAMPLE CONTRACT CAREFULLY.

The proposal must specifically state the Bidder's acceptance of substantially all terms and conditions contained in the Greenway's Contract or, if unable or unwilling to indicate such acceptance, the Bidder must identify and explain each proposed exception or deviation. Any proposed exception or deviation must be sufficiently explained to permit evaluation by the Greenway without further discussion during the evaluation of proposals. The justification must explain the benefits to the Greenway resulting from each proposed exception. Proposed exception(s) will not, of themselves, automatically cause a proposal to be found unacceptable. However, a large number of proposed exceptions or one or more significant proposed exceptions may result in rejection of the overall proposal as unacceptable. Failure to identify and explain any such exception or deviation will result in Bidder's waiver of any objection to its inclusion in the Contract. The Greenway in its sole discretion will accept or reject any exception, and may determine a proposal to be unresponsive based on an exception.

The Greenway's Form of Standard Contract provided as Attachment A-7 is subject to revision in order provide clarity within the final Contract.

B. Period and Renewal

It is anticipated that the Greenway will enter into a contract for services for three (3) years. If mutually agreed upon between the Greenway and the selected bidder, the contract may be renewed under the same terms and conditions for up to two (2) additional one (1) year terms. See Attachment A-7.

C. Bidder's Assurances

By responding to this IFB, the Bidder warrants that it has carefully reviewed the needs of the Greenway for all services as described in this IFB and its attachments, and as otherwise communicated in writing by the Greenway to the Bidder; that it has familiarized itself with the Greenway's specifications; and it warrants that it can provide such services as described in this IFB and as represented in its proposal.

The Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules and regulations now or hereafter in effect.

The Bidder warrants and affirms that the terms of this IFB, and any resultant agreement, do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

The Bidder agrees, as an inducement to the Greenway to enter into this Contract, not to discuss or permit the disclosure of any information concerning the business of the Greenway

to anyone other than the Greenway, the Greenway's attorneys and employees, or persons designated by the Greenway in writing. The Bidder further agrees to take responsible measures to avoid any unintentional or inadvertent disclosure of any such information to any unauthorized person by its employees, agents or consultants. The Bidder shall not use such information for its own gain without the prior written consent of the Greenway. For purposes of this Contract, "information" shall include, without limitation, any written, verbal or electronic communication, document, agreement, model or program provided to, or used by, the Bidder during the procurement process and the Initial or Extended Term of this Contract.

D. Controls to Prohibit Improper Lobbying Influence

Pursuant to State Finance Law Sections 139-j and 139-k (effective January 1, 2006), this IFB includes and imposes certain restrictions on communications between the Greenway and Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of this request for proposals through final award and approval of the procurement contract by the Greenway ("restricted period") to other than the designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j (3)(a). The Bidder may contact only the persons identified, and in the manner specified, by the Greenway on the cover page and in Section 4 of this IFB.

Violations of this provision may be grounds for immediate disqualification. Further information about this restriction may be found at:

Procurement Lobbying Law FAQ, Section 7: Designated Contacts:

<https://www3.ogs.ny.gov/legal/lobbyinglawfaq/default.asp>

E. Reciprocity and Sanctions Provision

Bidders are hereby notified that if their principal place of business is located in a State 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 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and award of contracts for which they would otherwise be qualified. A current list of States which penalize New York State firms is available from the Procurement Assistance Unit, Empire State Development, Albany, NY (518-292-5200 or 292-5220).

F. Participation of Minority and Women-Owned Business Enterprises (MWBE)

The Greenway is committed to diversity and equal employment opportunities among its contractors. The Greenway encourages all firms, including firms that are MWBE certified, to submit proposals to this IFB.

The Greenway is committed to making a good faith effort to achieve MWBE participation for this procurement.

Please note that all certified MWBE firms submitting proposals to this IFB should be registered as such with the New York State Department of Economic Development. For firms that are not certified but have applied for certification, please provide evidence of filing, including the filing date.

G. Policy of Non-Discrimination on the Basis of Disability

The Greenway does not discriminate on the basis of disability. The Acting Executive Director has been designated to coordinate compliance with the non-discrimination requirements contained in Federal regulations. For information concerning the provisions of the Americans with Disabilities Act (“ADA”), and the rights provided therein or if you need an auxiliary aid or alternative format of this IFB, please contact the Greenway’s designated contact, via fax or e-mail request.

H. Information in Bids is Considered Public Information

By responding to this IFB, the Bidder agrees that all documents furnished by it shall be subject to public disclosure by the Greenway in the normal course of business in accordance with the requirements of the Public Officers Law, Article 6, except, to the extent permitted by law, for proprietary information the disclosure of which would cause substantial injury to the competitive position of the Bidder’s enterprise. By way of illustration and not for limitation, information relating to Bidder price submissions, including commercial, book or list pricing, applicable discounts or final bid price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary by the Bidder. The Bidder may otherwise preserve proprietary rights as to confidential or business process information in accordance with procedures established under Section 89, Public Officers Law, provided that: (i) Bidder shall inform the Greenway prior to submission of its bid, in writing, that such records are going to be furnished, are proprietary and are not to be disclosed; and (ii) said records shall be sufficiently identified; and (iii) Bidder shall state the reasons why the information should be exempted from disclosure; and (iv) designation of said records as exempt from disclosure is reasonable and accepted by the Greenway.

I. Limitations

This IFB does not commit the Greenway to award a contract, pay any costs incurred in response to this IFB, or procure or contract for services or supplies of any kind whatsoever. All bid packages submitted in response to this IFB are made at the sole cost of the Bidder. The Greenway reserves the right, in its sole discretion, to cancel this IFB in whole or in part, if the Greenway determines such action to be in its best interests. During the evaluation process, the Greenway reserves the right to request additional information or clarification

from the Bidders or to allow corrections of errors or omissions. All material submitted in response to this IFB shall become the property of the Greenway.

J. Greenway's Rights to Bids

By submitting a bid, the Bidder covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information, or otherwise. The Greenway has the following prerogatives with regard to proposals submitted:

- To accept or reject any or all bids, in whole or in part;
- To correct any arithmetic errors in any or all bids;
- To change the bid's due date upon appropriate notification to all prospective Bidders;
- To adopt any or all of a successful bid;
- To negotiate with the selected Bidder prior to contract award; and
- Begin contract negotiations with another Bidder, should the Greenway be unsuccessful in negotiating a contract with the selected firm within forty-five (45) calendar days after contract award.

K. Debriefings

Unsuccessful bidders shall be notified upon the Greenway's selection of a Firm. Consistent with the New York State Procurement Guidelines, Bidders not selected for award may, in a timely fashion, request a debriefing to discuss the evaluation of their bid.

L. Sales and Compensating Use Tax Documentation

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("Tax Department") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period

is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the Tax Department and that it is correct and complete.

The selected Bidder must file a properly completed Form ST-220-CA (with the Greenway, as the entity conducting this procurement, within 48 hours of notification of selection for award) and Form ST-220-TD (with the Tax Department, unless the Bidder has already filed Form ST-220-TD with the Department and it does not require change). These requirements must be met before a contract may take effect.

Further information can be found at the Tax Department's website, available through this link:

http://www.tax.state.ny.us/pdf/publications/sales/pub223_507.pdf.

Please note that these forms are not required as part of the bid submissions.

ATTACHMENT A-1: COVER PAGE

This form shall be completed and attached to your Bid. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the Bid.

Please Note: A "No" response is grounds for disqualification from this procurement.

IFB Name: Hudson River Valley National Heritage Area Map/Guide Printing Services

Bid Date: _____

1 Information Regarding the Bidder's Firm:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Website Address: _____

2 Primary Contact Concerning this Bid:

Name: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Email address: _____

3 Irrevocable Offer:

The price quoted is a final and irrevocable offer that is good for 180 days from the date of submission.

Yes No

- | | | | | |
|---|---|--|-----|----|
| 4 | Willingness to Perform All Services: | The Bidder is willing to, and capable of performing all of the deliverables and services described in this IFB. | Yes | No |
| 5 | Attachment F: | The Bidder has read, understands, and accepts all terms and conditions of Attachment A-6, the Greenway's Form of Standard Contract. If not, please provide explanation. | Yes | No |
| 6 | Vendor Responsibility Questionnaire Requirement: | <p>The Bidder has (Please check the appropriate box):</p> <p><input type="checkbox"/> Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System (see Attachment A-4).</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Bid.</p> | | |
| 7 | The Proposer's Taxpayer Identification Number is: _____ DUNS #: _____
<div style="text-align: right; margin-left: 200px;">(if applicable)</div> | | | |

By my signature on this Cover Page, I certify that I am authorized to bind the firm contractually.

Typed or Printed Name of Authorized Representative of the Bidder

Title/Position of Authorized Representative of the Bidder

Signature

Date

ATTACHMENT A-2: BID PAGE

NAME OF BIDDER: _____		
MAP/GUIDE PRINTING OF OFFERING DOCUMENTS		UNIT PRICE
Hudson River Valley National Heritage Area		
	200,000 count	\$ _____ /MAP/GUIDE
19 th Century Painters: Hudson River School		
	200,000 count	\$ _____ /MAP/GUIDE
Architectural Traditions in the Hudson River Valley		
	200,000 count	\$ _____ /MAP/GUIDE
Landscapes and Gardens in the Hudson River Valley		
	200,000 count	\$ _____ /MAP/GUIDE
The American Revolution in the Hudson River Valley and Route Map		
	200,000 count	\$ _____ /MAP/GUIDE
GRAND TOTAL UNIT PRICE PER MAP/GUIDE BID (Sum of Unit Price)		\$ _____

Signature

Name and Title of Signatory

Date

PLEASE TAKE NOTE OF THE FOLLOWING:

1. BIDDERS ARE CAUTIONED TO NOT MODIFY OR ALTER THIS BID FORM IN ANY MANNER. ALL PRICES MUST BE SUBMITTED AND INCLUDED AS REQUIRED BY THIS BID FORMAT. ADDITIONS, DELETIONS, OMISSIONS, OR ANY OTHER CHANGES MAY RESULT IN REJECTION OF THE BID.
2. THE GREENWAY ESTIMATES ISSUING ONE OFFERING DOCUMENT OF VARIOUS QUANTITIES EACH YEAR OF THE CONTRACT PERIOD. HOWEVER, the Greenway MAKES NO GUARANTEE AS TO ANY USAGE OR LEVEL OF USAGE OF THIS AWARDED CONTRACT.

**ATTACHMENT A-3:
MACBRIDE FAIR EMPLOYMENT/NON-COLLUSIVE BIDDING CERTIFICATE**

In accordance with New York State Finance Law, § 165, the Contractor/Bidder certifies that it or any individual or legal entity in which the Contractor/Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor/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 ___

Name : _____ Title: _____

Signature: _____

In accordance with New York State Finance Law, § 139-d, by submitting its bid, each Bidder and each person signing on behalf of any other Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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.

Name : _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

Name: _____

Name: _____

Title: _____

Title: _____

**ATTACHMENT A-4:
BID/CONTRACT INSERT CLAUSES 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:

Empire State Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884

Note: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

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

Empire State Development
Minority and Women's Business
Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803

- Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer to offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal,

contractors certify that whenever the total bid amount is greater than \$1 million:

1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:
 - A. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned businesses, or
 - B. Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or
 - C. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - D. Participated in bidder outreach conferences.

If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.

If the contractor does not intend to use subcontractors on the contract, the contractor shall provide a statement verifying such intent.

The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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 Community Services 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.

Signature

Date

ATTACHMENT A-5: VENDOR RESPONSIBILITY QUESTIONNAIRE AND SALES TAX CERTIFICATION INSTRUCTIONS

VENDOR RESPONSIBILITY QUESTIONNAIRE

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or Proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

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

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Division of the Budget or the Office of the State Comptroller for a copy of the paper form.

Vendors who file the Vendor Responsibility Questionnaire online, prior to the proposal due date do not need to submit a paper copy as part of their Proposal. **However, please indicate on Attachment A-1 (Cover Page) that a completed questionnaire is available on the VendRep System.**

Prospective contractors must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

SALES TAX CERTIFICATION INSTRUCTIONS FOR SELECTED FIRM

The Tax Law was amended to require contractors with state agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

The successful Contractor must complete Contractor Certification Form ST-220-CA within 3 business days of notification of selection by the Greenway. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the Contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

If Contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller G-Bulletin will provide background information and the forms (<http://www.osc.state.ny.us/agencies/gbull/g222a.htm>).

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5-a, *Contractor Affiliate, Subcontractor, and Subcontractor Affiliate Sales and Compensating Use Tax Registration* for additional information and guidance.

ATTACHMENT A-6: CERTIFICATION PURSUANT TO STATE FINANCE LAW § 139

This form shall be completed and submitted with your proposal. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the proposal.

I. Affirmation relating to procedures governing permissible contacts:

(Proposer must check applicable box)

Proposer: affirms does not affirm

that it understands and has to date and agrees hereinafter to comply with the Greenway's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

II. Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under the 2005 Procurement Lobbying Law:

1. Has any "governmental entity," as defined by State Finance Law § 139-j and § 139-k, made a finding in the last four years that the firm was not responsible?

No Yes

2. If yes, was the basis for any such finding(s) the intentional provision of false or incomplete information required by State Finance Law § 139-j and § 139-k, and/or the failure to comply with the requirements of State Finance Law § 139-j (3) relating to permissible contacts?

No Yes

If yes, please provide details regarding each finding of non-responsibility below. (Attach additional pages, if necessary)

Governmental Entity:

Date of Finding:

Basis of Finding:

3. Has any "governmental entity" as defined in State Finance Law §139-j and §139-k terminated or withheld a procurement contract with the firm due to the intentional provision of false or incomplete information required by such Laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts?

No Yes

If yes, please provide details below. (Attach additional pages, if necessary)

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding of Contract:

The undersigned acknowledges and states that all information provided to the Greenway with respect to State Finance Law § 139-j and § 139-k is complete, true and accurate.

Signature of Authorized Officer

Date

Title

Address

ATTACHMENT A-7: THE GREENWAY'S FORM OF STANDARD CONTRACT

CONTRACT NUMBER C-xxxxx

By and Between

GREENWAY HERITAGE CONSERVANCY HRV, INC.

and

VENDOR

for

Services

**GREENWAY HERITAGE CONSERVANCY HRV, INC.
CONTRACT FOR CONSULTING SERVICES**

1. Parties

The Greenway Heritage Conservancy HRV, Inc. (the "GREENWAY") which was established by New York State in the Greenway Act of 1991, having offices at Empire State Plaza, Corning Tower, Suite 2862, Albany, New York 12242,

The XXX, (the "CONTRACTOR"), with offices at ADDRESS.

2. Project and Term

This is a XXX-year contract to PURPOSE. This project shall be completed no later than DATE. This contract is dependent upon the availability of funds and may be terminated without penalty if funds are unavailable. Costs incurred to that point shall be reimbursed by the GREENWAY. This contract is dependent upon the availability of the CONTRACTOR and may be terminated without penalty if the CONTRACTOR is unable to perform its duties.

3. Project Cost

The maximum funding available for this contract is \$\$\$ dollars (\$###) as set forth in **Schedule 2**, Budget, attached hereto. Payment shall be made to the CONTRACTOR on submission of an invoice to GREENWAY. This contract is subject to the availability of such funds to the GREENWAY. In the event the funds are not sufficient then this contract may be delayed or terminated without penalty by the GREENWAY.

4. Project Elements

A. Description

The project elements are described in **Schedule 1** which is attached hereto.

B. Products

The CONTRACTOR shall provide copies of all materials, reports and databases to GREENWAY.

C. Standards for acceptance of work product

The CONTRACTOR shall report to the Executive Director or their designee of the GREENWAY as needed. The GREENWAY shall be responsible for enforcement of the provisions of this contract and may refuse to authorize payment on any work performed pursuant to this contract where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the agency of the provisions of this contract.

5. Consultants and Contractors

Consultants or contractors engaged by the CONTRACTOR to carry out any part of the work program shall be the agents of the CONTRACTOR. There shall be no obligations between the GREENWAY and such agents.

6. Copyright and Greenway Representation

A. Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), electronic media, computer programs, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this Contract will be owned by the GREENWAY.

B. No Use of Name: the CONTRACTOR shall not use GREENWAY's name or the name of any GREENWAY employee in any manner for any purpose whatsoever to imply that GREENWAY endorses or supports the CONTRACTOR (including publicly naming GREENWAY as a client), without GREENWAY's prior written consent.

C. Representations and Warranties: the CONTRACTOR represents and warrants that (i) the Materials

will be originally and specifically developed by the **CONTRACTOR** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **CONTRACTOR** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **CONTRACTOR** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

D. Review and Approval: **GREENWAY** shall review and approve all work performed under this Agreement.

7. Errors by Firm

In the event of errors in services performed by the Firm, the Firm agrees to do the following:

replace the faulty work free of charge;

if the error causes the Greenway to incur any cost, directly or indirectly, the Firm will pay any and all damages sustained by the Greenway by reason of any such error(s).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): the **CONTRACTOR** certifies to their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Subcontractor shall require that the language of this certification be included in the award documents of all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

9. Entire Agreement and Changes to Contract

This is the complete agreement between the **GREENWAY** and the **CONTRACTOR**.

This contract may only be modified or superseded in writing by mutual agreement of the **GREENWAY** and the **CONTRACTOR**.

10. Notices

Notices to the **GREENWAY** shall be sent to the following address:

Mark Castiglione
Acting Executive Director
Hudson River Valley Greenway
Capitol Building Room 254
Albany, New York 12224

Notices to the **CONTRACTOR** shall be addressed to:
NAME
TITLE
ADDRESS

11. Effective date

This contract shall be effective when it is executed by all parties. Invoices may be submitted to **GREENWAY** for payment of services performed between **BEGGINNING DATE** and **ENDING DATE**.

GREENWAY HERITAGE
CONSERVANCY HRV, INC.

CONTRACTOR NAME

Signature
By: Mark Castiglione
Title: Acting Executive Director

Signature
By: NAME
Title: TITLE

Dated: _____, 20____

Dated: _____, 20____

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this day of , 20__ , before me personally came Matthew J. Driscoll, to me known, who, being by me duly sworn, did depose and say that he is the President and CEO of NYS Environmental Facilities Greenway, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this day of , 20__ , before me personally came _____, to me known, who, being by me duly sworn, did depose and say that _____ is the _____ of the _____, the corporation or partnership described in and which executed the foregoing instrument; and that signed _____ name thereto by the authority of said corporation or partnership.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this day of , 20__ , before me personally came _____, to me known, who, being by me duly sworn, did depose and say that _____ is the individual described in and which executed the foregoing instrument, and duly acknowledged to me that _____ signed the same.

Notary Public

SCHEDULE 1

SCOPE OF SERVICES (sample format)

A well written, concise scope of services is required to ensure that the Greenway and the Consultant are both clear about what the expectations under the Contract are. When a Consultant is selected through an RFP, the proposal submitted by the Consultant may serve as the Contract's scope of services if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary or appropriate.

I. ENTITY INFORMATION

Include the full corporate or business name of the organization as well as the nature of the organization, the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the Consultant is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt, an explanation of the exemption must be attached.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the Contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e. bullets), of the goals to be accomplished under the Contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge contract performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work products should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e. a report, number of clients served, etc.). Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties. Language contained in Appendix D of the Contract states that the Consultant is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The scope of services as a whole should be structured around this concept to ensure that the Greenway does not pay for services that have not been rendered.

SCHEDULE 2

BUDGET
(sample format)

Consultant: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service:				
Number	Title	Annual Salary or Hourly Rate	% Time or Hours Devoted to Project	Total Cost
TOTAL PERSONAL SERVICE				
Other Than Personal Service:				
Fringe Benefits @ rate				
Indirect Costs @ rate				
Supplies				
Travel				
Telephone				
Printing				
Postage				
Miscellaneous Contractual Services				
Equipment				
TOTAL OTHER THAN PERSONAL SERVICE				
GRAND TOTAL				

APPENDIX A

STANDARD CLAUSES FOR ALL GREENWAY HERITAGE CONSERVANCY HRV, INC. (the Greenway) 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 "Consultant" herein refers to any party other than the Greenway, 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 Greenway shall have no liability under this contract to the Consultant or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. Consistent with Section 138 of the State Finance Law, this contract may not be assigned by the Consultant or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Greenway and any attempts to assign the contract without the Greenway's written consent are null and void. The Consultant may, however, assign its right to receive payment without the Greenway'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. Consistent with Section 112 of the State Finance Law, if this contract exceeds \$50,000 of funds appropriated to the Greenway by New York State, 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 Greenway agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000 of funds appropriated to the Greenway by New York State, it shall not be valid, effective or binding upon the Greenway until it has been approved by the State Comptroller and filed in his office.
4. WORKERS' COMPENSATION BENEFITS. Consistent with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Consultant 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. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Article 15-A (also known as the MWBE Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its Sub-Consultant 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, Consultant agrees that neither it nor its Sub-Consultants 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. Consultant 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 Consultant's employees nor the employees of its Sub-Consultants 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, Consultant and its Sub-Consultants 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.

7. NON-COLLUSIVE BIDDING CERTIFICATION. Consistent with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Consultant warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Consultant further warrants that, at the time Consultant submitted its bid, an authorized and responsible person executed and delivered to the Greenway a non-collusive bidding certification on Consultant'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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Consultant 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 Greenway shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Greenway's option to withhold for the purposes of set-off any moneys due to the Consultant under this contract up to any amounts due and owing to the Greenway 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 Greenway for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Greenway 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 Greenway, its representatives, or the State Comptroller.

10. RECORDS. The Consultant 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 Consultant 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 Greenway 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 Consultant 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 Greenway's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or the Greenway standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or the Greenway standard voucher, 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 Greenway is mandatory. The principal purpose for which the information is collected is to enable the Greenway 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Article 15-A of the Executive Law, 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:

(a) The Consultant will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 Consultant 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 Consultant's obligations herein; and

(c) the Consultant shall state, in all solicitations or advertisements for employees, that, in the performance of the 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.

Consultant 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 Consultant. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Greenway shall consider compliance by a consultant or sub-consultant 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. Consultant will comply with all duly promulgated and lawful rules and regulations of the Governor's Office 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 Consultant 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"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Greenway's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Consultant must promptly notify the Greenway, in writing, of each and every change of address to which service of process can be made. Service by the Greenway to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Consultant 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 State Finance Law §165 (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 Consultant to establish to meet with the approval of the Greenway.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any sub-consultant, the prime Consultant will indicate and certify in the submitted bid proposal that the sub-consultant 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 Greenway, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Consultant to meet with the approval of the Greenway.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Consultant hereby stipulates that the Consultant 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 the State and the Greenway to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, sub-consultants and suppliers on its procurement contracts.

Information on the availability of New York State sub-consultants and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl Street – 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

(a) The Consultant has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and Sub-consultants, 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 and the Greenway;

(b) The Consultant has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Consultant 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 Consultant agrees to document these efforts and to provide said documentation to the State and the Greenway upon request; and

(d) The Consultant acknowledges notice that the State and the Greenway may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State and the Greenway 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. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162 (4-a), the Greenway shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not

limited to, child labor laws, wage and hour laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the Greenway), if known, the names and addresses of each sub-consultant and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B

PAYMENT AND REPORTING SCHEDULE (No Advance Payments)

Payment and Reporting Terms and Conditions

- A. No payment under this Contract will be made by the Greenway to the Consultant unless proof of performance of required services or accomplishments is provided and a proper invoice submitted to the Greenway. If the Consultant fails to perform the services required under this Contract, the Greenway shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to Consultant.
- B. Should funds for subsequent Periods not be appropriated by the State or budgeted by the Greenway for the purpose herein specified, the Greenway shall, in accordance with Section 41 of the State Finance Law, have no liability under this Contract to the Consultant, and this Contract shall be considered terminated and canceled.
- C. The Consultant will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program scope of services, Appendix B.
- D. All required reports or other work products developed under this Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the Greenway in order for the Consultant to be eligible for payment. If requested by the Greenway, the Consultant agrees to provide the Greenway with any reports or work products developed under this Contract in an electronic format as specified by the Greenway. The Consultant will also provide the Greenway with reports or other specific work products pursuant to this Contract as described in section II of this Appendix, below. In addition, a final report must be submitted by the Consultant no later than 30 days after the end date of this Contract.
- E. The Consultant shall submit payment claims and reports of expenditures to the Greenway on such forms and in **such detail as the Greenway shall require**. The Consultant shall submit invoices to the Greenway's designated payment office located at:

Greenway Heritage Conservancy HRV, Inc.
Capitol Building Room 254
Albany, New York 12224
- F. All invoices submitted by the Consultant pursuant to this Contract shall be submitted to the Greenway no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the Consultant exceed the budget amount approved by the Greenway, and, if actual disbursements to the Consultant are less than such sum, the amount payable by the Greenway to the Consultant shall not exceed the amount of actual disbursements.

ATTACHMENT B

M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES WITH RESPECT TO the Greenway CONTRACTS

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation by Minority Group Members and Women With Respect to State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-owned Business Enterprises (“M/WBE”) as subcontractors and suppliers on this project for the provision of services and materials. In addition, the contractor shall ensure the following:

(1) Consultant and Sub-consultants shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) Prior to the award of a contract, the Consultant shall submit an equal employment opportunity policy statement to the Greenway within the time frame established by the Greenway.

(3) The Consultants EEO policy statement shall contain, but not necessarily be limited to, and the Consultant, as a precondition to entering into a valid and binding contract, shall, during the performance of the contract, agree to the following:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts with the Greenway.

(ii) The Consultant shall state in all solicitations or advertisements for employees that, in the performance of the 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.

(iii) At the request of the Greenway, the Consultant 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 Consultant's obligations herein.

(4) Except for construction contracts, prior to an award of a contract with the Greenway, the Consultant shall submit to the Greenway a staffing plan of the anticipated work force to be utilized on the contract with the Greenway or, where required, information on the Consultant's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Greenway (Attachment B1).

(5) After an award of a contract with the Greenway, the Consultant shall submit to the Greenway a workforce utilization report, in a form and manner required by the Greenway, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Greenway.

(6) The Consultant's and Sub-consultants' agree, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York, which relates to the resolution of disputes which may arise under this Article.

All required Affirmative Action, Equal Employment Opportunity (EEO), and/or M/WBE forms to be submitted along with bids for the Greenway procurements are attached hereto. All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD.

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

Attachment:

- Attachment B1 – Workforce Composition Form