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**NEW YORK STATE
SCIENCE AND TECHNOLOGY
LAW CENTER
PROGRAM**

2015 REQUEST FOR PROPOSALS

RFP Number: 14-6097

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PROPOSALS DUE: October 10, 2014 BY 5:00 P.M.

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I. Program Overview and Requirements

A. Goals and Objectives

The New York State Science and Technology Law Center Program is to be a statewide resource for New York's Research Centers on technology-related legal issues. The Law Center will conduct research on issues relating to work being done at the Research Centers to increase awareness and understanding of legal issues such as the protection and commercialization of intellectual property; royalties, technology transfer practices; patent, copyright, and trademark law; and licensing agreements.

The New York State Science and Technology Law Center (Law Center) will primarily advise the Centers for Advanced Technology (CATs), Strategically Targeted Academic Research (STAR) Centers, Advanced Research Centers (ARCs), Centers of Excellence (CoEs), NYS Designated Incubators & Innovation Hot Spots, Gaming Hubs and other academic institutions (collectively herein cited as Research Centers), Regional Technology Development Centers (RTDC's), New York State startup and early stage technology companies and ESD/NYSTAR on technology-related legal issues. The Law Center will also provide any other reasonable services deemed necessary by ESD/NYSTAR including, but not limited to:

- Conducting and distributing research on laws, regulations, and legal decisions that impact the flow of technology transfer and academic research;
- Entering into a Memorandum of Understanding with each Research Center to provide legal research and information;
- Making relevant information available to startup and early stage technology companies outside university settings; and,
- Working with the Research Centers in creating and hosting venture capital fairs.

B. Eligibility and Program Requirements

All accredited law schools located within New York State may apply for this opportunity. ***Effective August 1, 2013, not-for-profit organizations must be prequalified in order to do business with New York State. In order to prequalify, not-for-profit organizations must submit an online Prequalification Application through Grants Gateway at the following website address;*** https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx. ***The requalification Application is comprised of five components to gauge your organizational structure and the types of services you provide. The required forms and document uploads are all part of the Document Vault. Resources to complete the application and associated document vault can be found in the Quick Links Section. Applications from those NOT prequalified will be rejected without review.***

1. General Requirements

- a. Proposals must identify how they will partner with ESD/NYSTAR to manage this program and detail how they will provide the services described in Section I.E.1. of the RFP.
- b. Applicant must demonstrate the ability to meet the matching funds requirements explained in Section I.D. The award recipient will provide all matching funds identified in their proposal.

2. General Limitations

- (1) Any proposal not complying with all of the requirements of this RFP, including submission of all required documentation shall be rejected without review.
- (2) ESD/NYSTAR funds will be used to support the activities and items described in Section I.E.

C. Contract Period and Award Amounts

1. Designation and Contract Periods

This designation will begin on April 1, 2015 and end on March 31, 2018. See timetable (Section II.A.). Any awards not contracted by April 1, 2015 may be rescinded.

2. Territories and Award Amounts

This is statewide service coordinated through ESD/NYSTAR. It is anticipated that up to \$1.029 million (\$343,000/year/3 year designation period) will be available for this program subject to availability of funds.

3. Adjustment to Award Amounts

If ESD/NYSTAR finds the awardee's contractual performance to be unsatisfactory, this contract may be terminated before the end of the designation period. In such a case, ESD/NYSTAR may administer another competitive process to award another center.

D. Matching Funds Requirements

The award recipient must meet matching funds requirements to be eligible for reimbursement. To receive the full annual allocation, expenses submitted must demonstrate adequate match and be approved by ESD/NYSTAR. Based on the sources of funding for this program a 0.5:1

match will be required (i.e., for each dollar of State assistance, the Applicant is required to demonstrate fifty-cents (\$0.50) of matching funds. Further details of match are listed below.

1. Categories of Acceptable Match

Applicant Institutions are required to match ESD/NYSTAR funding with:

- a. Applicant Institution cash: Cash provided by the Applicant Institution to support the Center; or
- b. Applicant Institution in-kind: (1) Salaries and fringe benefits paid by the Applicant Institution for the portion of time applicant personnel conduct Center work; (2) fair market value of new or pre-owned equipment and supplies donated to the Center for unrestricted use (Note: For equipment, title must transfer to the Applicant Institution; and, the value of said equipment is established by the chief financial officer (or equivalent) of the donating entity); or
- c. Federal funds; and/or
- d. Private foundation grants to the Law Center.

Items eligible to be approved as matching funds must be directly related to the purpose of the proposed Law Center activities, such as:

- Compensation for the Law Center's staff (limited to the portion of staff salaries attributed to work at the Law Center);
- Costs of holding conferences and/or seminars on a broad-based legal topic that supports the goals and objective of the Law Center for disseminating information;
- Web site or Web page development and maintenance;
- Printing costs (if any) for informational/educational brochures; and
- Travel that is appropriate and directly advances the goals and objectives of the Law Center.

2. General Match Requirements and Limitations

- a. ESD/NYSTAR reserves the right to make determinations concerning the extent to which funds, goods and services qualify as matching funds. All proposed matching funds must be approved by ESD/NYSTAR before it is credited. The award recipient is required to document and maintain detailed records for any financial and in-kind match, in accordance with Generally Accepted Accounting Principles.
- b. No other New York State government funds are eligible to be used as matching funds; however, individual campuses within the State University of New York and the City University of New York systems may use operating funds as matching funds.
- c. No funds that are matching funds on other New York State programs may be used.
- d. Cash qualifies as match only when it is expended for activities under this program.

- e. Matching funds contributions must be provided for, and traceable to, allowable items and activities as defined in Section I.E.
- f. Matching Funds Indirect Costs are limited to 15 percent of direct personnel costs (total salaries plus fringe benefits).

E. Use of Funds

1. General Provisions

The best available price for the type and quality of products or services required must be sought for any ESD/NYSTAR-funded expenditure. The Applicant must retain documentation to support the solicitation process and/or choice of vendor for ESD/NYSTAR expenses at an established threshold. **Applicants procuring services must follow New York State's Competitive Bid Requirements.** In pursuit of the specific goals and objectives of the New York State Science and Technology Law Center Program, allowable uses of ESD/NYSTAR funds include:

- Compensation for the Director of the Law Center, (limited to the portion of his or her salary directly attributed to his or her work as the Director of the Law Center);
- Employment of faculty, law students, and support staff (limited to the portion of staff salaries directly attributed to work at the Law Center);
- Subcontracts with other law schools located in New York State to advance the goals of the Center with ESD/NYSTAR's prior approval;
- Purchase of supplies (limited to 5 percent of total budget in any twelve-month period);
- Purchase of equipment and/or fixtures;
- Travel that is appropriate and directly advances the goals and objectives of the New York State Science and Technology Law Center Program; and
- Other purposes explicitly approved by ESD/NYSTAR prior to being commenced.

2. Prohibited Uses of ESD/NYSTAR Funds

- ESD/NYSTAR funds may not be used for the following; Rent, capital construction, telecommunications or utility costs.

F. Activities to be Supported

The Law Center will perform legal research; conduct outreach, provide legal information, and provide technical assistance to the Research Centers; and others; and conduct any other activities designed to achieve the goals set forth above. Required activities of the Law Center include, but are not limited to:

- Completing two research projects each year on issues selected by ESD/NYSTAR;
- Conducting meetings within the State’s economic development regions as defined in §230 of the Economic Development Law over the Law Center’s three-year designation period. The CATs and the CARTs will assist the Law Center in holding these meetings when the Center is located within their economic development region. Meetings will revolve around topics directly applicable to the work being performed at the Research Centers located within the economic development geographical region. The Law Center will solicit questions and/or topics for discussion from each of the Research Centers in the geographical region a minimum of 45 days prior to the meeting. The chart below lists the ten economic development regions and the counties contained therein.

Region	Counties Within Region
Western New York	Allegany, Cattaraugus, Chautauqua, Erie, and Niagara
Finger Lakes	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, and Yates
Southern Tier	Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, and Tompkins
Central New York	Cayuga, Cortland, Cortland, Onondaga, and Oswego
North Country	Clinton, Essex, Franklin, Jefferson, Lewis, and St. Lawrence, Hamilton
Mohawk Valley	Fulton, Herkimer, Montgomery, Oneida, Otsego and Schoharie
Capital Region	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, and Washington
Mid-Hudson	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester
New York City	Bronx, Kings, New York, Queens, and Richmond
Long Island	Nassau and Suffolk

- Producing and distributing a monthly electronic newsletter on relevant legal and economic development issues to update the Research Centers and interested representatives from technology transfer or sponsored research/grants offices in academic research institutions in New York State. Information to be reported in the newsletter includes, but is not limited to, new State and Federal tax incentives applicable to high-technology companies (in consultation with the New York State

Department of Taxation and Finance and appropriate Federal agencies); sources of assistance to new and/or expanding high-technology businesses (in consultation with the New York State Empire Development Corporation, the Federal Small Business Administration, etc.); relevant court decisions concerning technology-based legal issues such as intellectual property protection; any new State or Federal laws that may impact technology transfer or academic research; ethical issues confronting university-based high technology research areas such as information technology, telecommunications, life sciences, agricultural sciences, nanotechnology, semiconductors, microelectronics, photonics, imaging science, and energy systems;

- Establishing and maintaining a Web site or Web page where Research Centers can access information on relevant issues including, but not limited to:
 - How to conduct a patent search;
 - State and Federal tax incentives available to high-technology companies;
 - Legal and ethical ramifications of certain types of research (e.g., biotech);
 - Sources of assistance for new and/or expanding high-technology businesses; and
 - Recent court decisions concerning relevant issues, such as intellectual property protection.

The Web site or Web page must also contain such general information as:

- An archive of the monthly newsletter;
- Links to relevant articles concerning pertinent legal issues;
- Informational and educational materials that will provide guidance on legal issues pertinent to start-up and early stage high-technology companies; and
- Links to ESD/NYSTAR; the Empire State Development Corporation; the New York State Department of Taxation and Finance; New York Small Business Development Centers; the New York Business Development Corporation (NYBDC); the New York State Bar Association; the Federal Small Business Administration; the United States Patent and Trademark Office; the United States Copyright Office; the National Science Foundation (NSF), National Institutes of Health (NIH), National Aeronautics and Space Administration (NASA), and other federal grant-awarding agencies; and other sites relevant to high-technology companies.
- Providing assistance to the Research Centers in creating and hosting venture capital fairs.
- Entering into a Memorandum of Understanding with each interested Research Center to provide legal information consistent with the goals set forth above; and,
- Subcontracting with other law schools located in the State that have a science and technology program to develop information important to higher education research institutions, start-up and early stage high-technology companies and/or providing presentations concerning appropriate topics.

G. Reporting and Monitoring Requirements

1. General Provisions

- a. Award recipients must submit semi-annual progress and financial reports to ESD/NYSTAR using specific reporting guidelines and forms.
- b. Award recipients must maintain an accounting system in conformance with generally accepted accounting principles (GAAP) that permits identification of all expenditures and revenues.
- c. Contract payments are contingent on ESD/NYSTAR's receipt and review of required reports and may be impacted by the Applicant Institution's compliance with other ESD/NYSTAR contracts.
- d. Failure to fulfill RFP and contract requirements or not submitting timely reports may result, at ESD/NYSTAR's discretion, in contractor having to repay funds previously provided by ESD/NYSTAR.

H. Sample Contract

A sample contract can be found at the [Grants Reform Webpage](http://www.grantsreform.ny.gov/) (<http://www.grantsreform.ny.gov/>). Terms and conditions of an executed contract may vary.

II. Submission Information

A. Timetable

2015 Competition TIMETABLE	
Science and Technology RFP released	September 15, 2014
Written questions on proposals accepted through	September 26, 2014
Proposals due by 5 pm to ESD/NYSTAR	October 10, 2014
Anticipated Contract Start Date	April 1, 2015

B. Questions on the RFP

Questions regarding this RFP may be submitted via email to: rpfag@esd.ny.gov

ESD/NYSTAR will email questions and responses regarding this RFP to all applicant and non-applicant Directors or designees.

Applicants must regularly check the FAQ Web page for information and potential amendments to this RFP.

C. Submission Instructions

Applicants must submit their proposals no later than **5:00 P.M. U.S. Eastern Standard Time, on October 10, 2014**. Submit two (2) copies of the proposal to the following address:

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

In addition to the hard copies, the Applicant must submit an identical electronic version of the proposal to rpfinfo@esd.ny.gov with **“Science and Technology Law Center – applicant 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.

All narrative sections not on ESD/NYSTAR forms must be single-spaced, in 12-point font, on 8½" x 11" paper with one-inch margins. Number pages and include tabs to identify major sections and appendices. Use the forms included in Appendix C to this RFP located at the [Requests for Proposals \(RFPs\) Webpage](http://esd.ny.gov/CorporateInformation/RFPs.html) (<http://esd.ny.gov/CorporateInformation/RFPs.html>), and adhere to the specific instructions that follow. Do not edit any formatting or text on the templates aside from inserting additional space.

Receipt will be determined by physical receipt of the proposal. Failure to submit on time shall result in the proposal being rejected without review, unless it is clearly proven that the delay was not in any way caused by the applicant.

D. Proprietary Information

Some information contained in a proposal may be considered sensitive and the applicant may wish it not to be disclosed if possible. If this is the case, the applicant must identify the information it wishes to protect and request that it be protected.

ESD/NYSTAR will take efforts to safeguard proprietary, confidential and sensitive information as allowed under the law, including the Freedom of Information Law (FOIL) (see Article 6 of the Public Officer's Law). However, all information will be made available to those who are conducting the review of the proposals.

To request an exception to FOIL, an applicant must submit a letter included as **Appendix 5** to the proposal specifically identifying the sensitive information and reasons it should be protected. The applicant must identify the information with a CONFIDENTIAL, PROPRIETARY or SENSITIVE stamp in the margin of each paragraph containing proprietary information and check the appropriate box on the cover page.

III. Proposal Components

Applicants must ensure that proposals have been thoroughly reviewed for clarity and professional presentation.

A. Proposal Cover Forms

Complete the Proposal Cover Page, Checklist, and Certification.

B. Table of Contents

Include a table of contents delineating major headings, sub-headings, and required appendices.

C. Glossary of Terms Used

Include an alphabetized glossary of acronyms and technical terms used in the proposal and a brief definition of each.

D. Executive Summary (limited to one page)

Include an Executive Summary that sets forth a self-contained description of the activities and benefits that would result if the Proposal were funded. ***The Executive Summary must not contain any proprietary information and must be suitable for publication.***

E. Proposal Narrative (limited to 15 pages excluding required forms and appendices)

Address the specific review criteria presented in Section IV.A.; and elaborated on below. All visual materials (such as charts, graphs, maps, photographs, and other pictorial presentations), footnotes, endnotes, and citations must be included within the 15-page proposal narrative. Follow the outline presented below:

1. Law Center Organization

- a. Describe the management structure and plan for coordinating efforts with ESD/NYSTAR to best assist New York State in leveraging resources of the proposed Law Center.
- b. Highlight the quality and relevant experience of the proposed Law Center's leadership, management team and staff individuals have to carry out the activities and achieve the goals and objectives stated in this RFP; including but not limited to any relevant experience provided for similar services. The organizational structure of the proposed Law Center, demonstrated by addressing the criteria delineated below.
 - i. Identify the leadership team by name and title and describe each individual's proposed responsibilities. Provide evidence that each individual has the commitment, experience, and skills to succeed. Include an organizational chart of the proposed Law Center.
 - ii. Explain how the proposed Law Center's director and management team will increase the likelihood of fulfilling the mission of the Law Center as presented in the RFP. Identify and provide a Curriculum Vitae (CV) for the director and brief biographical sketches of other individuals who will direct the research, outreach, and legal information functions of the proposed Law Center in Appendix 4 to the Proposal. If the Center director and staff positions are vacant, present detailed job descriptions including qualifications and experiences for each position as Appendix 4 to the Proposal.

- c. The extent to which the leadership of the applicant is committed to supporting the activities and growth of the proposed Law Center as demonstrated by its contribution of matching funds and other resources.

2. Applicant Institutions Experience

- a. Describe the range of legal issues for which the Applicant Institution has provided assistance and/or information to academic institutions, small and start-up high-technology companies, and/or other organizations within the five years immediately preceding the Proposal submission.
 - i. Describe the Applicant Institution's experience in conducting research and providing legal information and/or consultation to academic institutions, small start-up high-technology companies, and/or other organizations.
- b. Describe organizations to which such assistance and/or information has been provided.
 - i. Provide a list of academic institutions, start-up and early stage high-technology companies, and other organizations for which the Applicant Institution has provided assistance throughout its existence or during the past three years, whichever is less.
 - ii. Identify the organization, the type of assistance provided, the legal issues addressed, and the outcome produced by the assistance provided.
 - iii. Include up to five reference letters from leaders of organizations that attended presentations/meetings. Each letter must contain details and specifics and described what was gained by attending the presentation/meeting and be included as **Appendix 5** to the Proposal.
 - iv. Include three references from the identified client organizations that may be contacted by ESD/NYSTAR during the review process and did not submit a reference letter. Include a contact person, phone number, and E-mail address and include as **Appendix 6** to the Proposal.
- c. Discuss Applicant Institution's coordination with existing programs and centers, if applicable, within the Applicant Institution. Discuss any other existing centers or programs within the Applicant Institution with which the proposed Law Center may be collaborating.
- d. Discuss the range of issues that have been studied and/or researched by the Applicant Institution; include publication of findings and/or use of findings by other organizations. Describe any studies conducted regarding technology-related issues and list any publications issued by the Applicant Institution as a result of these studies.
- e. Discuss ability of the Applicant Institution to serve a statewide constituency, demonstrated by existing or proposed collaboration(s) or partnership(s) with other law schools and not-for-profit legal and other organizations located within New York State. Describe any existing or proposed collaborations or partnerships with other law schools and not-for-profit organizations the proposed Law Center may use to establish a statewide presence. Include as **Appendix 7** to the Proposal, a complete list and brief

summary of past collaborations or partnerships with other law schools and not-for-profit legal and other organizations located within New York State.

3. Activities, Performance Targets and Milestones

- a. Describe the activities that are proposed and will be supported by the requested ESD/NYSTAR funding, required matching funds and other funds by addressing the points below. Include a clear and reasonable activity plan to, at a minimum:
 - Develop and maintain a statewide presence;
 - Establish an electronic monthly newsletter and a Web site or Web page to provide information on relevant legal issues pertaining to high-technology research, commercialization and innovation to the Research Centers and representatives of technology transfer and sponsored research offices at New York State academic research institutions to create and/or enhance economic impact of these Centers;
 - Conduct regional meetings within the ten state economic development regions in the State with assistance from Centers for Advanced Technology and College Applied Research and Technology Centers and to identify potential meeting topics;
 - Work with the Research Centers to create and host venture capital fairs; and
 - Educate entrepreneurs on both current and emerging legal issues and the rights and responsibilities of entrepreneurs.
- b. For each objective described, complete a Proposed Law Center Activity Plan form (provided in Appendix A to this RFP). Include the milestones to be completed, the expected outcome, the time frame in which the activity is to be conducted, the party responsible for overseeing completion of each milestone, and the evaluation/tracking measure. Be sure the form corresponds to the detail described in the Proposal Narrative. Include the Proposed Law Center Activity Plan form(s) as **Appendix 1** to the Proposal.
- c. Describe who will be responsible for and perform the tasks, the expected outcome of each activity, the time frame for completion, and how progress will be monitored. Ensure that the Center Director's CV and a brief biographical sketch of every other responsible party listed in the Proposed Law Center Activity Plan are provided in **Appendix 4** to the Proposal. In the event that the Center director and staff will be hired, provide job descriptions for each position including required qualifications of the job applicant.

4. Use of Funds

- a. Provide a justification for the requested funding. Describe how both the requested ESD/NYSTAR funds and matching funds will support the activities described in the applicant's proposal.
- b. Describe the sources of matching funds the applicant intends to use to match its ESD/NYSTAR expenditures.

F. Budget

Applicant Institutions must use the budget forms provided in Appendix A to this RFP. **All matching funds for the first year of the contract must be COMMITTED. Anticipated funds can be shown for subsequent years.** All matching funds demonstrated in the Proposal will be in the ensuing contract for the award recipient.

Complete the budget forms (provided in Appendix A to this RFP) using the following directions and submit them with the Proposal as **Appendix 2**. These budget forms include:

- (a) Budget Form One – Use of Funds for the Total Amount Requested;
- (b) Budget Form Two – Use of Funds for Year One;
- (c) Budget Form Three – Contribution of Total Matching Funds; and
- (d) Budget Form Four – Contribution of Matching Funds for Year One.

Forms must be complete and mathematically correct for the Proposal to be accepted. Funding requests must cover the proposed three-year contract period and must relate directly to activities described in the Proposal Narrative and presented in the Proposed Law Center Activity Plan form(s). Only costs directly related to the proposed Law Center's activities will be considered for funding.

G. Appendices to the Proposal

Ensure that the following forms and appendices are complete and accurate and are included with the Proposal being submitted.

Appendix 1	Proposed Law Center Activity Plan Form.
Appendix 2	Budget Forms.
Appendix 3	Proprietary information cover letter and proprietary information if presented as a separate appendix.
Appendix 4	Curriculum Vita of the Center Director and brief biographical sketches of all other individuals who will direct the research, outreach, and legal information activities as named in Section III.E.1.
Appendix 5	Reference Letters.
Appendix 6	References (cannot be the same people who provide reference letters).
Appendix 7	List of collaborations and partnerships.

No sections, appendices, and/or supporting information to the Proposal beyond those items required by ESD/NYSTAR in this RFP will be accepted or reviewed.

IV. Review Criteria and Process

For the review of eligible proposals, ESD/NYSTAR has established the following criteria to be applied in accordance with the review process set forth in Section IV.B. In addition to addressing the review criteria stated below, refer to the proposal instructions in Section III of this RFP for specific items that must also be addressed.

A. Review Criteria

1. Law Center Organization (15 Points)

- a. The consistency of the goals and objectives of the proposed Law Center with those articulated in this RFP. (7 Points)
- b. The degree to which the proposed Law Center's leadership, management team, and staff have the experience and expertise necessary to carry out the activities and achieve the goals and objectives stated in this RFP. (8 Points)

2. Applicant Institution's Experience (35 Points)

- a. The range of legal issues for which the Applicant Institution has provided assistance and/or information. (10 Points)
- b. The range of organizations to which the Applicant Institutions has provided assistance and/or information. (6 Points)
- c. The Applicant Institution's ability to coordinate with Centers of Advanced Technology, Centers of Excellence, RTDCs, and other ESD/NYSTAR contractors and partners. (5 Points)
- d. The range of legal issues that have been studied and/or researched by the Applicant Institution. (9 Points)
- e. Ability of the Applicant Institution to serve a statewide constituency. (5 Points)

3. Activities, Performance Targets and Milestones (40 Points)

- a. Portrayed clarity and reasonableness of the proposed Law Center activity plan proposed by the Applicant Institution. (25 Points)
- b. Evidence of clear and concise performance targets for Law Center activity plan proposed by the Applicant Institution. (8 Points)
- c. Capability of assigned Law Center staff and administration in achieving Law Center activity plan. (7 Points)

4. Use of Funds (10 Points)

- a. Quality of Applicant Institution's justification/rationale for the funding. (8 Points)
- b. Quality of Applicant Institution's Matching Fund expenditure plan. (2 Points)

B. Review Process

Reviewers may include ESD/NYSTAR staff, staff from federal or other State agencies, and individuals selected from the science, business, and academic communities. The reviewers will adhere to the process described in this section and will apply the review criteria detailed above. ESD/NYSTAR may limit the number of proposals a reviewer is required to evaluate.

Scoring: Reviewers will independently evaluate and assign a preliminary score to proposals that have been accepted by ESD/NYSTAR. The *preliminary scores* for a proposal will be combined to provide an *initial average score* for that proposal.

After the initial average scores are provided to the group, reviewers will convene as a group to review the preliminary scores and discuss the proposals in accordance with the review criteria. At the conclusion of the discussions, each reviewer will individually provide *final scores* for each proposal based upon the panel’s discussions.

ESD/NYSTAR reserves the right to reject any and all proposals. ESD/NYSTAR may recall this RFP at any time prior to award announcement and may also reject proposals for deficiencies; waive technicalities, irregularities, and omissions; or solicit new proposals. ESD/NYSTAR reserves the right to act in accordance with the best interests of the people of New York in its interpretation of this RFP.

Applicants and/or their surrogates are prohibited from contacting any ESD/NYSTAR staff to advocate on behalf of a Proposal submitted in response to this RFP. Violation of this restriction will disqualify an Applicant’s Proposal from the competition.

V. Appendices to this RFP

A	Standard Clauses for All New York State Contracts
B	M/WBE Utilization Goal Requirements For NYSDDED Contracts
C	Proposal Cover Page, Proposal Checklist, and Certification, Proposed Law Center Activity Plan Form, List of collaborations and partnerships, References, Budget Forms

APPENDIX A: Standard Clauses for All New York State Contracts

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification

number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND

NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

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

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

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

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

APPENDIX B: Glossary of Terms Used in the RFP

Glossary of Terms Used Throughout the RFP

The following definitions apply to the terms used in this RFP. Terms defined herein are capitalized throughout the text of the RFP. Terms used within a definition that are also defined in this Appendix are noted in italics.

Applicant: An eligible entity requesting funding under this RFP.

Center for Advanced Technology or CAT: A university-based applied research center designated by ESD/NYSTAR as a Center for Advanced Technology in accordance with Public Authorities Law §3102-b and Section 5904 of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York .

Center of Excellence or COEs: ESD/NYSTAR funded Centers of Excellence.

Committed Matching Funds: Funds associated with a specific project that has been accepted by the *Matching Funds* sponsor and in which the amount of *Matching Funds* support and *CAT* deliverables are defined.

Indirect Cost(s) or Indirect Cost Rate: Defined by Federal OMB Circular A-87 as the rate used for allocating those common costs that cannot be specifically allocated to a particular project or activity. A cost may not be allocated as an Indirect Cost if any other cost incurred for the same purpose in like circumstances has been assigned as a direct cost. As indicated in Section I.E. of this RFP, the maximum indirect cost chargeable to ESD/NYSTAR funds or recognized as Matching Funds under the CAT Program is 15 percent.

Matching Funds: A non-reimbursable component of a project's total cost that is reflective of the *Applicant's* and industry's commitment to the CAT. Refer to Section I.D. of this RFP for specific Matching Funds requirements.

New York State Company or New York Company: A for-profit enterprise with a permanent place of business located in New York State employing a full-time workforce. The company's New York facility must either be (1) the intended recipient of the Centers assistance or (2) directly benefit from the Centers assistance. The Centers assistance must also demonstrably enhance the company's economic activity in New York.

Partners or Partner Organizations: Those organizations that will assist the *Applicant* in achieving its mission. Subject to the limitations of the RFP, Partner Organizations may include, but are not limited to, Regional Technology Development Centers, Centers of Excellence, Centers for Advanced Technology, and other not-for-profit organizations and programs.

Proposal: A response to this Request for Proposals submitted by an *Applicant*.

Regional Technology Development Center (RTDC): One of ten organizations designated pursuant to the 2011 RTDC RFP to serve as the RTDC in the region in which it submitted a proposal for designation.

APPENDIX C: Forms (Proposal Cover Page – Checklist-Certification; Budget; MWBE)

- Request for Proposals Response Form
- RFP Proposal Coversheet and Checklist
- Proposal Budget Forms (PDF for Reference Only (Must use/provide EXCEL-based))
- MWBE Preamble
- MWBE EEO Policy Form
- MWBE Utilization Plan Form
- MWBE Staffing Plan Form

Request For Proposals (“RFP”) Response Form

RFP Number 14-6097

Please review this RFP. Complete the following information and mail this form, together with your entire proposal (if any), to the address at the bottom of this page. Late proposals will not 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 meeting place 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 determinant is where the actual “business” of the company 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 the State of New York (“NYS” or “State”):
Yes___ No___

Subject to the “Conditions Governing Proposals” section 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: _____

Attach this as the first page of your proposal. If not submitting a proposal, please mail this form to: MWBEDisparity@esd.ny.gov.

Proposal Cover Page for NYSTAR's New York State Science and Technology Law Center Program	
Applicant Institution:	
Key Contact Person / Project Officer: Name Title Address (include street, city, state, zip code) County Telephone Fax E-mail Address	

“I hereby certify that the information provided in this Proposal is accurate and no misrepresentations have been made in any part of this submission and, furthermore, that the institution intends to meet commitments made in this Proposal if an award is received.”

Signature of President of Applicant Institution

Date

Typed name of President of Applicant Institution

Proposal Checklist

Each of the following items is required. Failure to include any of these items, in accordance with the guidelines provided in the Request for Proposals (RFP), will result in the applicant institution's Proposal being rejected without review. A check indicates that the authorized individual(s) has(have) reviewed the specific section of the RFP and determined that the required item(s) is(are) included in both the original Proposal and in each copy.

- The Proposal is in compliance with the specific matching funds requirements including allowable thresholds prescribed in the RFP, and 100 percent of required matching funds for year one is committed as required by the RFP.
- Requested NYSTAR funds have been budgeted only for the allowable uses identified in the RFP.
- Up to \$350,000 of NYSTAR funds have been requested for year one. Applicant understands that actual funds awarded may differ from the requested amount based on the availability of State funds.
- Two unstapled, unbound original copies of the Proposal are included. Each copy is tabbed and inclusive of all appendices
- An electronic version of the Proposal including all forms will be submitted within 24 hours of the Proposal deadline.
- The Proposal Narrative does not exceed 15 pages. The Proposal is formatted according to instructions of the RFP.
- A completed and signed Proposal Cover Page is included.
- The Certification that follows this checklist has been signed by the President of the applicant institution.
- A Table of Contents prepared in accordance with the RFP is included.
- An alphabetized Glossary of Terms Used with a brief definition of each item including **all** acronyms follows the Table of Contents within the Proposal.
- An Executive Summary prepared in layman's terms in accordance with the RFP is included and does not exceed one page.
- A Proposal Narrative is included that addresses each of the specific review criteria delineated in the RFP and the Proposal Narrative follows the sequence as stipulated in the RFP.

- A Proposed Law Center Activity Plan form describing each objective is presented as **Appendix 1** to the Proposal in accordance with the RFP.
- Complete, mathematically accurate Budget Forms in accordance with the RFP are included in **Appendix 2** to the Proposal.
- All proprietary information included in this Proposal has been identified as such in accordance with the RFP, and a cover letter and the proprietary information if included as a separate appendix in accordance with the prescribed requirements of the RFP are included as **Appendix 3** to the Proposal.
- The Center Director's Curriculum Vita and brief biographical sketches of all other identified individuals are included in **Appendix 4** to the Proposal.
- Up to five reference letters from leaders of organizations that attended presentations/meetings. Each letter must contain details and specifics and described what was gained by attending the presentation/meeting and be included as **Appendix 5** to the Proposal.
- Three references from client organizations that may be contacted by NYSTAR during the review process (and did not submit a reference letter) are included as **Appendix 6** to the Proposal.
- Any existing or proposed collaborations or partnerships with other law schools and not-for-profit organizations the proposed Law Center may use to establish a statewide presence are included in **Appendix 7** to the Proposal.

Certification:

“I certify that each of the required sections and templates included above are in the original and each of the six copies of the Proposal submitted. I understand that failure to include any of these required items or failure to follow the format or use the templates provided in the RFP will result in this Proposal being rejected without review or consideration for funding. I certify that the Science and Technology Law Center ‘Frequently Asked Questions’ page of the NYSTAR Web site has been consistently checked, and this Proposal is in compliance with any pertinent information posted on that Web page. I certify that no funds used as matching funds in other New York State programs are being used as match in this Proposal and that the matching funds for year one are committed and drawn from non-New York State government funds.

I certify that the information provided in this Proposal is accurate and that no misrepresentations have been made in any part of this submission. I further certify that any internal policies of the applicant institution including, but not limited to, those related to issues of collaboration with not-for-profit organizations, confidentiality, and intellectual property matters are consistent with the goals of the New York State Science and Technology Law Center Program as outlined in the RFP and will not impede the applicant institution’s ability to achieve the objectives included in this Proposal. The applicant institution has the ability to meet and, if designated, intends to provide the financial and/or administrative commitments outlined in the Proposal.”

Signature of the President of the Applicant Institution

Date

Typed name of the President of the Applicant Institution

Directions for Completing the 2015 Science and Technology Law Center Program Budget

(type in pale yellow highlighted cells only; pale blue cells will be automatically completed)

Budget Form One—Use of Funds: Total Amount of NYSTAR Funding Requested & Matching Funds Demonstrated

1. Complete the Proposal information section at top of Budget Form One. This information will automatically be entered in Forms Two through Four. If an entry does not fit the space allowed, enter as much as possible.
2. Budget Table: List each member of the Applicant Institution's staff, including the individual's title, to be paid in whole or part from the NYSTAR grant and/or Matching Funds. For Research Assistants, Graduate Students, and Undergraduate Students, include only the total number of individuals and the total amount budgeted. No lines may be added to the table; if there are more entries than lines, group other similar items on one line.
3. Indirect Costs: Indirect Costs must be less than or equal to 15 percent of the Total Personnel cost for column (Matching Funds Contribution or Requested NYSTAR Funding).
4. Non-Personnel Costs—Equipment: The total equipment cost calculated on Budget Form Three will be automatically entered on the line under NYSTAR Requested Funding.
5. Totals: The Total Matching Funds Contribution (Total Personnel + Indirect Costs + Total Non-Personnel Costs) must equal the total from Budget Form Four or the Validation line will show "ERROR." To correct the error, changes must be made in either Budget Form One or Budget Form Four.

Budget Form Two—Use of Funds: Year One Amount of NYSTAR Funding Requested & Matching Funds Committed

Follow the directions for Budget Form One, with the following exceptions:

1. The Proposal information section at the top and the Applicant's name in the budget table will be automatically completed.
2. Non-Personal Costs—Equipment: The amounts of Matching Funds Contribution and Requested NYSTAR Funding must both be entered.

Budget Form Three—Contributions of Matching Funds for the Overall Budget

1. Applicant Grants Column: Identify all currently active grants including the total grant amount received by the Applicant, whether being used as Matching Funds for this Proposal or not. If the grant is being used as Matching Funds for this Proposal, enter the amount of the grant to be used for Matching Funds in the Matching Funds column.
2. Period Column: Enter period in terms start month and year – end month and year (6/00 – 8/05).
3. Cash or In-Kind: Enter full text of "Cash" or "In-Kind" or choose from drop-down list.
4. Committed or Anticipated: Matching Funds for the overall budget may be either Committed or Anticipated. Enter full text of "Committed" or "Anticipated" or choose from drop-down list.
5. Total Funds: The Total of the Matching Funds column must equal the total Matching Funds Contribution (Total Personnel + Indirect Costs + Total Non-Personnel Costs) from Budget Form One. If the totals are not equal, Budget Form One will indicate Error in the Validation line. Note that any changes on Budget Form Four may also affect Budget Form One.

Budget Form Four—Contributions of Matching Funds for Year One

Follow the directions for Budget Form Four, with the following exceptions:

1. There is no Applicant Grants column, enter only the Matching Funds contributions.
2. In the Committed or Anticipated column, only Committed will be accepted. Enter the full text of "Committed" or select from drop-down list.
3. Total Funds: The Total of the Amount column must equal the total Matching Funds Contribution (Total Personnel + Indirect Costs + Total Non-Personnel Costs) from Budget Form Two. If the totals are not equal, Budget Form Two will indicate Error in the Validation line. Note that any changes on Budget Form Five may also affect Budget Form Two.

M/WBE Utilization Goal Requirements For NYSDDED Contracts

REQUIREMENTS AND PROCEDURES REGARDING BUSINESS PARTICIPATION OPPORTUNITIES FOR CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) ON NYS DEPARTMENT OF ECONOMIC DEVELOPMENT (NYSDDED) CONTRACTS

I. General Provisions

- A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Economic Development (the “Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Labor Law or other applicable federal, state or local laws.
- C. Failure to comply with the following requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO 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. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the Letter of Intent to award Contract.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement (see Minority and Women-Owned Business Enterprises Equal Employment opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor 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 EEO programs 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.
 - b. The Contractor 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.
 - c. 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.
 - d. Contractor will include the provisions of sections (a) through (c) of this subsection in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Staffing Plan

To ensure compliance with the foregoing section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by the Contractor and any subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or sub Contractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

III. Contract Goals

A. For purposes of this procurement, the Department hereby establishes a goal of 10% for Minority and Women-Owned Business Enterprises (“MWBE”) participation.

- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in subsection “A”, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

- C. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

IV. **MWBE Utilization Plan**

A. MWBE Utilization Plan

1. Contractor is required to submit an MWBE Utilization Plan to the Department with this bid/proposal or in the event such a plan was not submitted with a bid/proposal, prior to the execution of this Contract.
2. The Utilization Plan shall list the MWBEs Contractor intends to use to perform on the Contract and provide a description of the Contract scope of work which Contractor intends to structure to increase the participation by NYS Certified MWBEs on Contract pursuant to the prescribed Contract Goals set herein, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of the Contract which Contractor intends to be performed by NYS Certified MWBEs.
3. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and/or during the Contract term must be reported on a revised MWBE Utilization Plan and submitted to the Department for approval.

- B. The Department will review the MWBE Utilization Plan and issue to Contractor a written notice

of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (1) the name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals and the reasons why it is not acceptable; (2) elements of the Contract scope of work which the Department has determined can be reasonably structured by Contractor to increase the likelihood of participation in the Contract by NYS Certified MWBEs; and (3) other information which the Department determines to be relevant to the MWBE Utilization Plan.

- C. In the event a notice of deficiency is issued Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the Department. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Contractor and direct Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on forms provided by the Department. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. The Department may disqualify Contractor as being non-responsive under the following circumstances:
 - 1. If Contractor fails to submit a MWBE Utilization Plan;
 - 2. If Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
 - 3. If Contractor fails to submit a request for waiver in the event of a deficiency within the utilization plan; or
 - 4. If the department determines that Contractor has failed to document good faith efforts to meet the contract goals prescribed in Article III.

V. Waivers

- A. For Waiver Requests Contractor should use Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the Utilization Plan and updated Compliance Reports 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, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Administration Hearing on Disqualification

- A. If the Department disqualifies a bid based on deficiency in Contractor's utilization plan, Contractor shall be entitled to an administrative hearing, on the record, before the Department to review the determination of disqualification of the bid and determination of non-responsibility of the Contractor.
- B. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Executive Law Article 15-A, §313.

VIII. Complaints

- A. If the Department determines that the Contractor is not in compliance with the requirements found in Part 142 of the MWBE Regulations and the Department is unsuccessful in its efforts to resolve the matter and bring the Contractor into compliance with the requirements, the Department may file a complaint with the Director according to the provisions of Executive Law Article 15-A, §§ 313 & 316 or may assess liquidated damages pursuant to § 316-a.
- B. Subsequent to the award of this Contract, if Contractor submits a Request for Waiver of MWBE participation goals and the Department denies the request or fails to respond within twenty (20) days of receiving it, or if Contractor has received a written determination from the Department that Contractor has failed or refused to comply with the provisions of this Contract, Contractor may file a complaint with the Director in accordance with the provisions of Executive Law Article 15-A, §§ 313 & 316.
- C. The complaint must be filed within twenty (20) days of the Department's receipt of the Request for Waiver. If the Department fails to respond in that time, or within twenty (20) days of a notification that the request has been denied by the Department or within twenty (20) days of receipt of notification from the Department that the Contractor has failed or refused to comply with the goals:
 - 1. A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
 - 2. The party filing a complaint, whether the Contractor or the Department, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
 - 3. Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of

receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Department and the Contractor, the complaint shall be referred to the Division's designated hearing officer. Upon conclusion of the administrative proceeding, the hearing officer will submit to the Director his or her final determination regarding the alleged violation of the Contract or refusal of the Department to grant a waiver request by the Contractor and his or her recommendations regarding the imposition of fines, sanctions or penalties.

4. The Director, within ten (10) days of receipt of the hearing officer's decision, will issue a final determination with regard to fines, sanctions or penalties and shall cause a copy of such determination to be served upon the contractor by personal service or by certified mail, return receipt requested.
5. The penalties imposed for any violation which is premised upon either a fraudulent or intentional misrepresentation by Contractor or Contractor's representative or the Contractor's willful and intentional disregard of the MWBE participation requirement included in this Contract may include a determination that Contractor shall be ineligible to submit a bid to any contracting agency or be awarded any such Contract for up to one year following the final determination.
6. If a Contractor has previously been debarred, the penalties imposed for any subsequent violations, if such violation occurs within five years of the first violation, may result in debarment for up to five (5) years after the final determination. Such information shall be posted on the Division's web site.
7. The determination of the Department or the Contractor to proceed with a complaint shall not preclude the Department, in its discretion, from pursuing any other remedies which it may have pursuant to law and Contract, including withholding from payments to the Contractor the estimated amount of the fines and penalties which may be imposed pursuant to this subsection.

IX. Liquidated Damages - MWBE Participation

- A. In lieu of the complaint procedures set forth in Article VIII of this Appendix, if the Department determines that Contractor is not in compliance with the requirements of this subsection and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

I, _____ (CONTRACTOR REPRESENTATIVE),
the _____ (AWARDEE/CONTRACTOR)
agree to adopt the following policies with respect to the project being developed or services rendered at
_____.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from ESD’s Office of Contractor and Supplier Diversity (“OCSD”) and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

- (a) This organization 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 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 state contracts.
- (b) This organization shall state in all solicitation 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 and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- (c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall 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.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title: _____

Minority & Women Business Enterprise-Equal Employment Opportunity Liaison

_____ (Name of Designated Liaison) is designated as the Minority and Women Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

EEO Contract Goals

_____% Minority Business Enterprise Participation

_____% Minority Labor Force Participation

_____% Women's Business Enterprise Participation

_____% Female Labor Force Participation

_____% TOTAL/OVERALL M/WBE Participation Goal

(Signature of Authorized Representative)

Print Name: _____

Title: _____

Date: _____

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Federal Employer Identification No. (FEIN):

Offeror's Name:

Region/Location of Work:

Offeror's Address:

Solicitation No.:

City, State, Zip Code:

Project No.:

Telephone No.:

M/WBE Goals in the Contract: MBE - % WBE - %

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
A.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<u>NYS ESD CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. If unable to fully meet the M/WBE goals set forth in the contract, the Offeror must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

OCSD-4

M/WBE UTILIZATION PLAN

<p>PREPARED BY (Signature): _____ DATE: _____</p> <p>Preparer's Name (Print or Type): _____</p> <p>Preparer's Title: _____</p> <p>Date: _____</p> <p style="margin-top: 20px;">SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">TELEPHONE NO.:</td> <td style="width: 50%; padding: 2px;">EMAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">** FOR OCSD-M/WBE USE ONLY **</td> </tr> <tr> <td style="padding: 2px;">REVIEWED BY:</td> <td style="padding: 2px;">DATE:</td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <p>UTILIZATION PLAN APPROVED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____</p> <p>Project No. (if applicable): _____</p> <p>Contract Award Date: _____</p> <p>Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p style="margin-top: 10px;">NOTICE OF DEFICIENCY ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p> <p style="margin-top: 10px;">NOTICE OF ACCEPTANCE ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p> </td> </tr> </table>	TELEPHONE NO.:	EMAIL ADDRESS:	** FOR OCSD-M/WBE USE ONLY **		REVIEWED BY:	DATE:	<p>UTILIZATION PLAN APPROVED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____</p> <p>Project No. (if applicable): _____</p> <p>Contract Award Date: _____</p> <p>Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p style="margin-top: 10px;">NOTICE OF DEFICIENCY ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p> <p style="margin-top: 10px;">NOTICE OF ACCEPTANCE ISSUED?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO Date of Issue: _____</p>	
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Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's Name:
Offeror's Name:		
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature): _____	NAME: TITLE: DATE:	TELEPHONE NO.: ALTERNATE TEL: EMAIL ADDRESS:
--	---	---

Submit completed with bid or proposal M/WBE 101 (Rev 04/2012)

General Instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female