



**Agriculture & NYS  
Horse Breeding  
Development Fund**

**REQUEST FOR PROPOSALS**

**FOR**

**Equine Marketing and Public Relations**

**2017-02**

**January 30, 2017**

## Notice to Bidders

- The Designated Contacts and Procurement Lobbying Restrictions that apply to this Request for Proposals (“RFP”) are outlined in Sections 1.10 and 1.11.
- Bidders are responsible for checking the Fund’s website [www.nysirestakes.com](http://www.nysirestakes.com) for updated information relative to the procurement process and the RFP. The Fund will not be responsible for a bidder’s failure to obtain updated information.
- By submission of a Proposal in response to this RFP, the bidder agrees to the terms of the Contract in the form incorporated into the RFP, or as revised through the RFP process. As defined in Section 1.3 of the RFP, the Fund does not intend to negotiate terms of the Contract form after receipt of Proposals.
- By submission of a Proposal in response to this solicitation, the bidder agrees with all of the terms and conditions for Equal Employment Opportunities for Minorities and Women, as set forth in Section 2.18 and **Appendix G** of this RFP
  - **The MWBE goal established under this RFP is 30%.**
- By submission of a Proposal in response to this solicitation, the bidder agrees with all of the terms and conditions for utilization of Service Disabled Veteran-Owned Businesses, as set forth in Section 2.19 and **Appendix H** of this RFP.
  - **The Service Disabled Veteran-Owned Business goal established under this RFP is 6%.**
- By submission of a Proposal in response to this solicitation, the bidder agrees to comply with the insurance requirements as defined in Section 2.12 of the RFP.
- To assist bidders in completion and submittal of the required documents, a **Technical Proposal Submittal Checklist** is incorporated into this RFP as **Attachment 3**.
- Bidders choosing not to submit a Proposal in response to this RFP are requested to submit the “**No Bid Response**” form, included in this RFP as **Appendix J**, as the information is useful to the Fund in the planning and development of future RFPs and bidders’ lists.

**NOTE:** The annual budget under an agreement resulting from this solicitation is comprised of the following: (1) **Account Budget:** this amount shall not exceed \$200,000 and with exception of promotional items, will cover all costs associated with carrying out the Scope of Work under this RFP, such as the fixed annual fee, hourly event staff, and media placements; (2) **Promotional Budget:** this amount shall not exceed \$50,000 and shall be for the purchase of related promotional items (pass-through/no mark-up).

## PART 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

The Agriculture and New York State Horse Breeding Development Fund (the “Fund”), a public benefit corporation established in 1965 by the Laverne Law (Laws of New York, Chapter 567 of the Laws of 1965), is issuing this RFP to solicit responses from a firm to provide equine marketing and public relation services. .

The range of services that falls within the scope of this RFP include, but are not limited to, the following:

- A. Market Research/Strategic Account Planning /Advertising Communication Tracking
- B. Promotion & Event Management
- C. Creative development, production and distribution of all advertising, marketing communications, and promotional materials
- D. Digital Marketing & Advertising and Social Media Management
- E. Creative Development & Content Management of Fund Website
- F. Budget and Account Management

The Detailed Scope of Work for is provided in Part 3 of this RFP.

#### **Mission Statement of the Fund**

The mission of the Agriculture and NYS Horse Breeding Development Fund and the New York Sire Stakes is to promote agriculture through the breeding of horses. To that end, the Fund directs the state's premier harness racing program designed to stimulate the breeding, buying and racing of Standardbred horses in New York State. The New York Sire Stakes is the nation's oldest harness racing program of its kind. We believe that these goals can best be accomplished by supporting educational programs, equine research and supplementation of racing purses at NYS pari-mutuel tracks, County Fairs and the Goshen Historic Track. Our authority accepts that by accomplishing our mission we will improve the economic wellbeing of the Empire State, keep agricultural lands in service producing products of value, preserve open space and increase employment opportunities throughout the whole of New York State. In order to carry out its legislative mission, the Fund receives money from the pari-mutuel handle and video lottery terminals at the licensed tracks across the state and uses this money to provide purse money for the New York Sire Stakes in these major areas:

1. **New York Sire Stakes (“NYSS”) Races at the Pari-Mutuel Tracks**---The most talented New York-bred 2 and 3 year olds vie for enhanced purses at the state's pari-mutuel tracks. The top performers meet for the "Night of Champions".
2. **Excelsior/State Fair Series**--- It is an additional racing opportunity for 2-year-old and 3-year-old New York-bred trotters and pacers who have staked into the Excelsior/State Fair series.

3. **County Fair Racing**---The best "earn as you learn" program in Sire Stakes racing. In 2016, there were non-pari-mutuel racing events at 22 agricultural fairs throughout New York State. Championship races at each age and gait top off a summer of local fairs throughout the state.
4. **Additional Objectives**--In addition to the above, the Fund provides assistance and grants to county agricultural societies to maintain and repair racing facilities. The Fund also contributes to both the 4-H program and the Dr. Harry M. Zweig Fund for Equine Research at Cornell University.

By law, the Agriculture and New York State Horse Breeding Development Fund cannot incur debt. The Fund has no subsidiaries.

## 1.2 RESPONSIBILITIES PURSUANT TO CONTRACT AWARD

The Bidder awarded a contract under this solicitation will provide equine marketing and public relation services as described in Part 3 and will abide by the following guiding principles of the Fund.

- Ensure that all work provided on behalf of the Fund remains true to the legislative mission, intent and objectives of the Fund;
- Ensure that any use of the Fund's logo is consistent with the Fund's Style Guide;
- Ensure that all correspondence created or written on behalf of the New York Sire Stakes is reviewed and approved by the Executive Director, or person acting in such capacity, and/or Fund Attorney;
- Ensure a transparent and open process in subcontracting services and materials, including declaration of any interests in or agreements with any supplier of services or commodities;
- Ensure that all projects are carried out with a balanced budget or surplus;
- Ensure that all work performed is consistent with New York State procurement and ethics laws, guidelines and regulations; and
- Make every attempt to utilize regional staff and/or members in carrying out projects detailed in this RFP to reduce expenses. For example, when executing track promotional events, the Contractor should delegate a staff or organization member who resides nearby the track at which the event is held whenever possible.

## 1.3 FORM OF CONTRACTUAL AGREEMENT

Following notification of award, the successful bidder will be expected to sign a contract with the Fund. The final Contract will be in the form incorporated into the RFP as **Appendix B** (the "Contract"), or as revised through the RFP amendment process. **Appendix A**, Standard Clauses for Contracts with the Agriculture and New York State Breeding Development Fund, is incorporated into the Contract.

The Contract will become binding and effective after approval by the Trustees of the Fund.

Every Bidder responding to this RFP must include in its Proposal a signed Contract in the form attached as **Appendix B**. Signing the contract form and submitting it as part of the Technical Proposal serves as acknowledgment and agreement to the terms of the Contract if deemed the successful bidder under the RFP process. Therefore, any exception to the Contract must be raised in a bidder question submitted to the Fund pursuant to the Schedule and in accordance with the Question and Answer process set forth in this Part 1.

**The Fund does not intend to negotiate any changes in the provisions of the Contract subsequent to the receipt of Proposals.**

**Failure to comply with this submission requirement will deem the Proposal non-responsive.**

#### 1.4 BACKGROUND INFORMATION

The New York Sire Stakes was the first program of its kind developed in North America and later became the model for state-bred racing programs in nearly all of the major harness racing states and provinces on the continent.

Sponsored by NYS harness racing industry organizations, the first NYSS events were held in 1961. The official New York Sire Stakes program was inaugurated in 1965 when the state's harness tracks and breeding industry leaders who sought to spur the breeding industry successfully lobbied the State Legislature for support of their endeavor.

The group was led by the late Dr. Harry M. Zweig, a distinguished veterinarian from Nassau, NY. Dr. Zweig's tireless efforts proved successful when the Laverne Law was enacted.

The legislation created the Agriculture and New York State Horse Breeding Development Fund, the public benefit corporation that administers the New York Sire Stakes program. The law mandates the Fund to receive a percentage of the industry's betting handle to manage the NYSS program and to perpetuate its mission.

The New York horse racing industry came together once again in 2001 to advance the sport of harness racing in the state through the addition of video lottery terminals at each race track. With harness racing's late Bruce Hamilton leading the way, the industry again ran a successful campaign and the NYS legislature amended the pari-mutuel law, allowing video lottery terminals at the state's harness racetracks.

The first racino opened at Saratoga Raceway in 2004, paving the way for racinos at the remaining six harness race tracks statewide

Since the inception of racinos at harness tracks, New York Sire Stakes purses have more than doubled and continue to increase.

## 1.5 MINIMUM QUALIFICATIONS

Any Bidder submitting a Proposal in response to this RFP must meet the minimum qualifications listed below. Information demonstrating the qualifications defined below must be incorporated into the bidder's response to Part 4 of this RFP – Information Required from Bidders.

1. Contractor must be an established firm with at least two (2) years demonstrated experience in marketing and public relations services relevant to the scope of work required under this RFP, as outlined in Part 3. The Contractor must indicate in its response whether any of the functions required under this contract have been handled by sub-contractors or partner agencies on previous accounts.
2. Contractor must have experience in event promotions and management, support, execution coordination services and follow-up.

## 1.6 SCHEDULE

The following dates are established for informational and planning purposes. The Fund reserves the right to make adjustments to this schedule.

Release of RFP:	January 30, 2017
First Round of Bidders' Questions Due by 3:00 p.m.:	February 10, 2017
Response to Questions:	February 15, 2017
Second Round of Bidder's Questions Due by 3:00 p.m.:	February 21, 2017
Response to Questions:	February 23, 2017
Bidder Proposals Due by 3:00 p.m.:	March 3, 2017
Interviews	March 13–22, 2017
Anticipated Contract Start:	April 1, 2017

## 1.7 RFP APPENDICES, ATTACHMENTS, AND EXHIBITS

The following documents are incorporated into this RFP:

- Appendix A: Standard Clauses for Contracts with the Agriculture and New York State Horse Breeding Development Fund
  - Appendix B: Contract Form (incorporates Appendix A)
  - Appendix C: Procurement Lobbying – Bidder/Offeror Disclosure
  - Appendix D: Non-Collusive Bidding Certification
  - Appendix E: Contractor Certification – Tax Law Section 5-a
  - Appendix F: NY Subcontractors and Suppliers
  - Appendix G: EEO and MWBE Program
  - Appendix H: Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
  - Appendix I: No Conflict of Interest or Detrimental Effect
  - Appendix J: No Bid Response
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- Attachment 1: Bidder Acknowledgement of Addendum
  - Attachment 2: Pricing Proposal Form

Attachment 3: Technical Proposal Submittal Checklist

Exhibit 1: Racing Schedules & Locations

1.8 BIDDER/CONTRACTOR DIFFERENTIATION

Throughout this RFP the terms "bidder", "vendor", "proposer", "consultant" and "firm" may be used interchangeably in reference to the preparation and submission of the Proposal and any requirements preceding the award of the final Contract. In describing post-contract award requirements, an effort is made to use the term "successful bidder", "contractor", "consultant" and "firm".

1.9 HEADINGS

The headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions of this RFP.

1.10 PERMISSIBLE CONTACTS

Consistent with the public policy established by the Procurement Lobbying Law, described below, the individuals designated below are the only points of contact with regard to matters relating to this RFP, unless additional points of contact are designated by them.

**ALL BIDDERS RESPONDING TO THIS RFP AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO THE ACTING EXECUTIVE DIRECTOR OR COUNSEL AS NOTED BELOW:**

Agriculture & NYS Horse Breeding Development Fund  
One Broadway Center, Suite 602  
Schenectady, NY 12301-7500

Ron Ochrym, Acting Executive Director

Or

Mark Stuart, Counsel

Email: [nysirestakes@gaming.ny.gov](mailto:nysirestakes@gaming.ny.gov)

1.11 PROCUREMENT LOBBYING RESTRICTIONS

As required by the Procurement Lobbying Law (State Finance Law Sections 139-j and 139-k), this RFP includes and imposes certain restrictions on communications between the Fund and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest solicitation of offers through final award and approval of the resulting Contract by the Trustees of the Fund ("restricted period") to other than designated staff members unless the contact is permitted by the statutory exceptions set forth in New York State Finance Law Section 139-j (3)(a). Designated staff members are identified at the beginning of this RFP.

Fund employees are permitted to communicate with bidders concerning this RFP only under circumstances described in the New York State Procurement Lobbying Law. Any bidder causing or attempting to cause a violation or circumvention of those requirements may be disqualified from further consideration for selection.

Fund employees are required to obtain certain information when contacted during the “restricted period” and to make a determination of the responsibility of the bidder pursuant to Sections 139-j and 139-k. A violation can result in a determination of non-responsibility, which can result in disqualification for a contract award. In the event of two determinations within a four-year period, a bidder will be debarred for a period of four years from obtaining a governmental procurement contract award. Further information about these requirements can be found at: <http://www.ogs.ny.gov/acpl>.

The Fund reserves the right, in its sole discretion, to terminate the Contract in the event that the Fund determines that the certification filed by the bidder in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such determination, the Fund may exercise its termination right by providing written notification to the bidder in accordance with the written notification terms of this Contract.

**The BIDDER DISCLOSURE/CERTIFICATION FORM, included with this RFP as Appendix C, must be completed and submitted with the Response.**

#### 1.12 QUESTIONS AND INQUIRIES

Questions from bidders regarding this RFP must be submitted via electronic mail no later than the date and time specified in the Schedule in Part 1 of this RFP. **Neither faxed nor telephone questions are acceptable.** If questions are provided via an attachment to electronic mail, the questions must be provided in Microsoft Word format.

**Bidders are cautioned that any question or inquiry regarding the RFP must be written in generic terms and must not contain pricing information. The inclusion of specific information about a bidder’s Pricing Proposal in an inquiry may result in the bidder’s disqualification.**

Responses to all questions, and any changes to the RFP resulting from such questions, will be communicated via published addenda, which will be posted on the Fund’s website.

A Bidder **Acknowledgement of Addendum form**, incorporated into this RFP as **Attachment 1**, will be provided with each addendum. Bidders are required to include a signed Acknowledgement Form for each addendum with their respective Proposals.

#### 1.13 NON-COLLUSIVE BIDDING REQUIREMENT

In accordance with Section 139-d of the New York State Finance Law, if the Contract is awarded based upon the submission of bids, the bidder must warrant, under penalty of perjury, that its Proposal was arrived at independently and without collusion aimed at restricting competition. Each bidder must further warrant that, at

the time the bidder submitted its Proposal, an authorized and responsible person executed and delivered to the Fund a Non-Collusive Bidding Certification on bidder's behalf.

**The Non-Collusive Bidding Certification Form, included in this RFP as Appendix D, must be completed and submitted with the Proposal.**

#### 1.14 VENDOR RESPONSIBILITY

The Fund will make an award on the basis of best value to a responsive and responsible offerer. Prior to making an award of a contract, the Fund shall make a determination of responsibility of the proposed contractor.

The Fund will perform a review to include, for example, such factors as to ensure that the business entity possesses the integrity to perform the contract; performance at acceptable levels on other contracts; legal capability to perform under the contract; and whether the business entity is financially and organizationally capable of performing the contract.

The business entity has an ongoing obligation to remain responsible throughout the term of the contract.

#### 1.15 DESIGNATION OF PROPRIETARY INFORMATION (FOIL)

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. This exception applies both during and after the evaluation process.

**If you believe your firm's Proposal contains any such trade secrets or other confidential information, you must submit a request with your Proposal to exempt such information from disclosure. Such request must: (a) identify the specific material in the Proposal; (b) identify the location (section, page number) of such material; (c) state the reasons why the information should be exempted from disclosure.**

Requests for exemption of the entire contents of a Proposal from disclosure have generally not been found to be meritorious and are discouraged. Please limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Upon receipt of proprietary designations, the Fund, as directed by the Designated Contacts, will review each designation and communicate with the bidder in the determination of such designation. The designation shall not become final until accepted by the Fund via formal letter. Once the designation is final, the bidder will be required to submit a redacted version of the Proposal consistent with the accepted

designation. The redacted version will be the material that is released upon a FOIL request.

## 1.16 PROPOSALS

Bidders must submit a complete Proposal as outlined below. A Proposal that does not comply with these requirements may be deemed non-responsive.

### A. **Proposal Content:**

Each bidder is expected to provide the Fund with information, evidence and demonstrations that will make possible a Contract award that best serves the stated interests of the Fund. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, systems, processes, and procedures.

There is no limit on the number of pages in each Proposal; however, bidders should prepare their Proposals simply and economically, providing a straightforward and concise description of their abilities to satisfy the requirements of this RFP. Proposals containing preponderance of boilerplate text are discouraged. Special bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis in each Proposal should be on completeness and clarity of content.

Failure by a bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or determination of a non-responsive Proposal. Responses to complex RFP requirements that are stated in a form semantically equivalent to "bidder agrees to comply" may be rejected for non-responsiveness at the discretion of the Fund.

### B. **Proposal Format:**

Each bidder must submit a complete Proposal in the format described below and in response to the RFP.

**Each Proposal must consist of two (2) volumes: Volume 1 - Technical Proposal and Volume II - Pricing Proposal. Each Volume must be sealed separately from the other and packaged together when submitted to the Fund as defined in Item C of this section.**

#### **Volume I – Technical (non-price) Proposal:**

The Technical Proposal must include a transmittal letter, signed in ink by an official authorized to bind the bidder to its provisions, and must include Information outlined below in Item 1.

This Proposal shall include descriptive and technical matters only. No pricing information shall be contained in the Technical Proposal.

**The contents of the Technical Proposal (Volume 1) must follow the outline below and include divider pages with tabs to separate the response sections, appropriate headings as represented in the RFP, and page numbers.**

To assist bidders in their Proposal response and submittal of the required documents, a **Technical Proposal Submittal Checklist** is incorporated into this RFP as **Attachment 3**. This Checklist must be completed and included with the bidder's Technical Proposal.

1. Transmittal Letter: The transmittal letter must be signed and shall contain names, addresses (physical and e-mail), and telephone numbers of individuals who are authorized by the bidder to address matters related to the Proposal including, but not limited to, contractual, technical, site visit, and references.

**The transmittal letter must also contain an explicit formal agreement by the bidder to comply with all contractual provisions and contain a statement that the Proposal will remain valid at least 180 days from the due date of Proposals.**

2. Technical Proposal Submittal Checklist – Attachment 3.
3. Acknowledgement Form (Attachment 1) of all RFP addenda.
4. Signed Contract (Appendix B) (Section 1.3).
5. Designation of proprietary information in the form described in this RFP (Section 1.15).
6. Disclosure of Litigation and Other Information (Section 1.20).
7. Conflict of Interest Disclosure (Sections 1.21).
8. Certifications and representations as required by this RFP and as listed in the Technical Proposal Submittal Checklist.
9. Response to specifications and in the order provided for in Part 4 – Information Required from Bidders, including technical documentation as appendices.

### **Volume II – Pricing Proposal:**

The Pricing Proposal must be prepared as provided in Part 4 of this RFP using the Pricing Proposal form provided as **Attachment 2 (pages 1 and 2)** of this RFP. Bidders should carefully review the basis and terms of compensation set forth. Any deviation from this format may cause the Proposal to be deemed non-responsive.

The contents of the Pricing Proposal volume must follow this outline:

1. Transmittal letter.
2. Pricing in the format provided as Attachment 2.

**C. Proposal Submission:**

Both Volumes of each Proposal must be submitted to the Fund as set forth below, and must be received by the date and time set forth in the Schedule in Part 1 of this RFP. Originals should be clearly marked so as to differentiate from the copies.

**Technical Proposal**

Both hardcopy and electronic versions of the entire Technical Proposal must be submitted as noted below and must be marked clearly to differentiate.

- **Hardcopy: One original and four copies.**
- **Electronic (non-redacted): Two USB Memory Sticks containing a PDF file.**
- **Electronic (redacted): One USB Memory Stick containing a PDF file.**

The electronic version must include all Proposal sections within a single file to facilitate searches for terms across the breadth of the Proposal.

The electronic version must mirror the full Technical Proposal.

**Note:** If there are any differences between the hardcopy and electronic versions of the Technical Proposal, the hard copy version will be deemed to be the Proposal considered.

**Pricing Proposal**

Both hardcopy and electronic versions of the entire Pricing Proposal must be submitted as noted below and must be marked clearly to differentiate.

- **Hardcopy: One original and two copies.**
- **Electronic (non-redacted): One USB Memory Stick containing a PDF file.**

The electronic version must mirror the hard copy.

**Note:** If there are any differences between the hardcopy and electronic versions of the Pricing Proposal, the hard copy version will be deemed to be the Proposal considered.

## Packaging the Proposals

**Each Volume of the Proposal must be separately sealed and labeled to identify the Volumes. The separately sealed Volumes should then be packaged together and the package must contain the following identifying information on the outside of the package:**

Identification label containing: "Sealed Proposal", the RFP Contract number from the RFP cover page, company or organization name, Proposal due date and time from the Schedule in Part 1 of the RFP.

If a delivery service is used which prohibits such markings on the envelope or package, this information must be placed on the outside of an interior envelope or package.

The address for Proposals submitted by Contract carrier, courier delivery, in person delivery, or by U. S. Postal Service is:

Ronald Ochrym  
Acting Executive Director  
Agriculture & NYS Horse Breeding Development Fund  
6th Floor  
One Broadway Center  
Schenectady, NY 12305

If a Proposal is to be delivered by a method other than U.S. Postal Service, the bidder should contact the Acting Executive Director or Counsel identified in this RFP, prior to delivery to assure proper receipt of the Proposal. **Fax or e-mail submissions are not acceptable and will not be considered.**

### **D. Proposal Receipt:**

If hand delivered, an individual from the Fund's Office will provide a receipt indicating when the Proposal is received at the Security Desk in the Lobby on the ground floor of One Broadway Center. The time indicated on this receipt will be the official time of receipt. In addition, whether hand delivered or delivered by any other method, the Fund will confirm receipt by electronic mail.

Upon receipt of a Proposal, the Pricing Proposal (**Volume II**) will be secured by the Fund, and will not be opened (or accessible) until after the Technical Evaluation process is complete.

The Technical Proposal (**Volume I**) will remain with the Fund's Office for initial review of document submission as provided in this RFP and subsequently distributed to the Evaluation Committee members at the start of the evaluation process.

**E. Late Proposal:**

A Proposal must be received by the Fund on or before the due date and time specified in the Schedule – Part 1 of this RFP. The bidder is responsible for timely receipt of its Proposal and should plan for delivery accordingly. Failure of a bidder to submit a Proposal by the specified time may result in rejection or disqualification of the Proposal. Proposals rejected or disqualified for lateness may be returned unopened to the bidder.

**F. Joint Proposals:**

Two or more firms may join together to submit a Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal must define the responsibilities that each firm is proposing to undertake. Of the firms submitting a joint Proposal, one must be designated as the primary bidder. Any Contract award issued as a result of such a submission will be made exclusively to the primary bidder. A joint Proposal must designate a single authorized official from one of the firms participating in such joint Proposal to serve as the sole point of contact between the Fund and the firms that are responding together.

**G. Multiple Proposals from one bidder Prohibited:**

Multiple Proposals from one bidder is not permitted under this RFP. A bidder shall submit only a single Proposal. However, a bidder may, within the single Proposal, and separate from the response to the requirements of this RFP, identify options, including solicited and unsolicited products, services, and features, absent of price, which the bidder believes may be appealing and useful to the Fund. The inclusion of options accommodates the purpose of defining alternatives through multiple Proposals.

**H. Costs Associated with Preparation of Proposals:**

The Fund shall not be liable for any of the costs incurred by a bidder in preparing or submitting a Proposal, and, therefore, the Fund will not assume any responsibility or liability for any costs incurred by a bidder prior to the award and approval of a Contract. The responsibilities and liabilities of the Fund shall be limited to those set forth in the Contract.

**1.17 CLARIFICATION PROCESS**

The Fund may request clarification from a bidder for the purpose of resolving any ambiguity or questioning information presented in the Proposal. Clarifications are an opportunity to explain, but not to enhance, a Proposal. Requests for clarification may occur throughout the Proposal submission review and/or the Proposal evaluation process. Clarification responses must be in writing and must address only the information requested. Responses must be submitted to the Fund within the time stipulated at the time of the request. As applicable, clarifications will be treated as addendums to the bidder's Proposal.

#### 1.18 SITE VISITS TO VENDOR FACILITIES

The Fund may visit any site where the bidder conducts, or has conducted, operations similar to the services required in this RFP. The bidder shall cooperate in arranging and coordinating such site visits, but the bidder shall not be permitted to pay for any travel, accommodations, or other expenses of such site visits.

#### 1.19 DISCLOSURE AND INVESTIGATIONS DURING PROPOSAL EVALUATION

Subsequent to Proposal submission, the Fund may initiate investigations into the backgrounds of the bidder and individuals or entities related to any officers, directors, members, principals, investors, owners, subcontractors, employees, or any other individuals or entities related to the bidder, as the Fund may deem appropriate, in the discretion of the Fund. Such background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation, and such additional investigation as may be required.

The Fund may reject a Proposal based upon the results of these background checks. Each bidder is advised that any bidder who knowingly provides false or intentionally misleading information in connection with any investigation by the Fund may cause the Proposal of such bidder to be rejected, or a Contract to be canceled by the Fund, in the sole discretion of the Fund.

If a bidder or a substantial subcontractor is a subsidiary of a parent entity, the Fund may request the above disclosures from the parent entity as the Fund may require in its sole discretion.

#### 1.20 DISCLOSURE OF LITIGATION AND OTHER INFORMATION

Because the Fund has a strong interest in the successful bidder's continuing ability to provide secure, high quality products and services, the Fund requires that a bidder list and summarize pending or threatened litigation, administrative or regulatory proceedings or similar matters that could materially affect the bidder. As part of its disclosure requirement, a bidder must state whether the bidder or any of the owners, officers, directors, or partners of such bidder have ever been convicted of a felony. Failure to disclose any such matter may result in rejection of the Proposal or in termination of a Contract. **Such disclosures must be included in the Proposal.**

This disclosure obligation is a continuing requirement. Any such matter commencing after submission of a Proposal and, with respect to the successful bidder after the approval of a Contract, must be disclosed to the Fund in a timely manner in a written statement to the Fund.

#### 1.21 CONFLICTS OF INTEREST

Contractor must provide information pertaining to existing or potential conflicts of interest, as follows:

- A. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
- B. The Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "JCOPE"), and if so, a brief description must be included indicating how any matter before JCOPE was resolved or whether it remains unresolved.

In addition, the bidder must complete and return with its Proposal, the No Conflict of Interest or Detrimental Effect Form, incorporated into this RFP as **Appendix I**.

Throughout the procurement process Bidders must identify, and bring to the attention of the Fund, actual or apparent conflicts of interest as knowledge of such conflicts arise.

Any Bidder awarded a contract under this RFP will have an on-going obligation to inform the Fund of any actual or apparent conflicts of interest as such conflicts arise.

#### 1.22 CHANGE IN FINANCIAL CONDITION

If a bidder who has submitted a Proposal in response to this RFP experiences a substantial change in financial condition prior to the award of a Contract pursuant to this RFP, or if a successful bidder experiences a substantial change in financial condition during the term of the Contract with the Fund, the bidder is required to notify the Fund in writing at the time the change occurs or is identified. Failure to notify the Fund of such a change may result in rejection of bidder's Proposal or termination of the Contract, in the sole discretion of the Fund.

#### 1.23 CHANGE IN OWNERSHIP

If a bidder experiences a material change in ownership prior to the award of a Contract or during the term of a Contract with the Fund, the bidder is required to notify the Fund at the time the change occurs or is identified. "Material change in ownership" is defined as any merger, acquisition, assignment or change in parties who, in the aggregate, own greater than 5% of the bidder or the parent company of the bidder. Failure to notify the Fund of such a change may result in the rejection of a bidder's Proposal or termination of the Contract. The Fund reserves the right, based on its assessment of a material change in ownership, to reject a bidder's Proposal or terminate a Contract.

#### 1.24 NEWS RELEASES

A news release pertaining to this RFP or the services, evaluation, or project to which this RFP relates may not be made without prior written Fund approval, and then only in accordance with express written instructions from the Fund. No outcome of the award under this procurement may be released without prior approval by the Fund and then only to persons designated by the Fund.

#### 1.25 ADVERTISING

Each respondent agrees not to use the Fund's name, logos, images, nor any data or results arising from this procurement or Contract as part of any commercial advertising without prior written approval by the Fund, and then only in consultation and cooperation with the Fund.

#### 1.26 METHOD OF AWARD

The method of award under this RFP will be "Best Value," the evaluation method for awarding a Contract to the bidder whose Proposal optimizes quality, cost, and efficiency among responsible offers. The determination of Best Value will be based on a scoring of Technical and Pricing Proposals in response to the RFP specifications and as defined in Part 5 of this RFP.

#### 1.27 THE FUND'S RESERVED AUTHORITY

In addition to any authority set forth elsewhere in this RFP, the Fund reserves the authority to:

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Fund the best interest of the Fund will be so served;
- C. Eliminate any non-material specification(s) that cannot be complied with by any of the prospective bidders;
- D. Amend the RFP and direct bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all Proposals received in response to this RFP, and reissue a modified version of this RFP;
- G. Withdraw the RFP at any time, at the sole discretion of the Fund;
- H. Seek clarifications and revisions to Proposals;
- I. Use Proposal information obtained through site visits, management interviews and the Fund's investigation of a bidder's qualifications, experience, ability or

financial standing, and any material or information submitted by the bidder in response to the request by the Fund for clarifying information in the course of evaluation and/or selection under this RFP;

- J. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- K. Negotiate with the successful bidder within the scope of the RFP in the best interests of the Fund;
- L. Set aside the original successful bidder if the Fund determines that the bidder is non-responsible. The Fund may then award a Contract to the responsible bidder with the next highest total combined score.
- M. The Fund reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the Fund shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the Fund for any such cost on account thereof. In the event that the Fund stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

#### 1.28 PROTEST OR APPEAL

In the event that a bidder decides to protest the award decision, the following protest procedures will be followed:

- Any protest of the award decision must be filed with the Executive Director of the Fund, or person acting in such capacity, no later than ten business days following the date of written Notification of Award to the unsuccessful bidder.
- The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- The Executive Director will conduct a review of the protest and will issue a written determination to the protesting party within 15 business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Executive Director will inform the bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the bidder will constitute the Executive Director's final administrative determination of the protest.
- If an unsuccessful bidder decides to appeal the Executive Director's protest determination, the unsuccessful bidder must submit such an appeal to the Board of Trustees (the "Trustees"), within ten business days of receipt of the Executive Director's final written determination. The protest appeal must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the Contract award by the

Fund. A copy of the appeal must be served on the Fund, the successful bidder(s), and any other party that participated in the review of the protest conducted by the Fund. The unsuccessful bidder's appeal must contain written affirmation that a copy of the appeal has been served as required by this paragraph.

- A successful bidder may, but is not required to, submit an answer to the appeal with the Trustees. Such answer must include written affirmation that the answer was simultaneously delivered to the Fund and the protester and must meet the submission requirements as noted above for the Fund.
- The Trustees shall evaluate the merits of the protest, the Executive Director's determination and any response submitted by an interested party. In its review, the Trustees may require the Fund, the protesting party, the successful bidder, or any other interested party to address additional issues raised; may obtain information from an outside source; or may determine whether it deems it necessary to conduct a fact-finding hearing, and the level of formality of any hearing conducted.
- The Trustees shall issue a written determination addressing the issues raised by the appeal. All interested parties shall be provided with a copy of the determination. The determination shall be made part of the procurement record.

## **PART 2 – CONTRACTUAL PROVISIONS**

### **2.1 GOVERNING LAW**

The Proposal submission process, the evaluation of Proposals, the award procedure, and any Contract resulting from this RFP shall be governed by the laws of the State of New York and shall be interpreted according to New York State law. Any and all disputes of claims arising under this RFP or any Contract resulting from this RFP, other than as specifically set forth in this RFP, shall be brought exclusively in the appropriate court of the State of New York; and, by submitting a Proposal, a bidder waives access to any other court or forum that may have concurrent jurisdiction within or outside New York State to hear or resolve any such dispute or claim.

### **2.2 STANDARD CLAUSES FOR CONTRACTS WITH THE AGRICULTURE AND NEW YORK STATE HORSE BREEDING AND DEVELOPMENT FUND**

**Appendix A** - Standard Clauses for Contracts with the Agriculture and New York State Horse Breeding Development Fund is incorporated in the Contract form – **Appendix B** of this RFP.

### **2.3 CONTRACT ELEMENTS**

The Contract resulting from this RFP will include the following parts:

- Appendix A – Standard Clauses for Contracts with the Agriculture and New York State Horse Breeding Development Fund
- Addendums to the Contract
- Contract
- Clarifications and Addendums to the RFP
- RFP
- Clarifications to the bidder's Proposal
- Bidder's Proposal

In the event of a conflict in any provisions of these documents, the order of precedence shall be as listed above from the highest to the lowest.

### **2.4 COMPETITIVE BIDDING PURCHASING REQUIREMENT**

No payment shall be made for promotional items unless the Contractor shall have obtained competitive bids. Requests for such bids must be confirmed in writing, and at least three (3) written bids must be solicited in order to achieve the best price.

Specifications for products to be competitively bid must be provided in as complete written detail as possible to the bidders.

### **2.5 SEVERABILITY**

If a court of competent jurisdiction determines any portion of a Contract to be invalid, it shall be severed and the remaining portion of a Contract shall remain in effect.

## 2.6 TERM OF CONTRACT

The Agreement shall be effective from April 1, 2017 through March 31, 2020.

## 2.7 FULL SERVICE

This is a full service contract. Unless otherwise specified, for the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

## 2.8 COMPENSATION

Contractor will be compensated from the account budget, as outlined below, for services provided in accordance with the Scope of Work, defined in Part 3 of this RFP, at the rates set forth in the Pricing Proposal (Attachment 2). The rates proposed in the Pricing Proposal shall be guaranteed for the term of the contract. The pricing shall be inclusive of all costs associated with carrying out the duties described in the scope of work. Travel costs will not be compensated.

(1) Annual Fixed Fee: the annual fixed fee will be paid in equal monthly installments.

(2) Racing Series', Horse Sales, and Banquets: Compensation for these events shall be made following the events and upon monthly invoice.

(3) Additional Events: Compensation for any additional events shall be made following such events and upon monthly invoice.

**NOTE:** Reimbursement to the Contractor for promotional items will be made through the promotional budget and will be based upon actual receipts (no mark-up).

## 2.9 CONTRACT INVOICING AND PAYMENT

Payment under the Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of the New York State Finance Law). Payment for services will be made upon completion of services and upon receipt by the Fund of a proper invoice.

Itemized invoices shall be submitted, as defined in Section 2.8, on a monthly basis and directed to the Executive Director of the Fund at [nysirestakes@gaming.ny.gov](mailto:nysirestakes@gaming.ny.gov).

Sales tax should not be included on invoices as the Fund is tax exempt.

The Fund shall promptly process all payments due to the successful bidder that conform to the provisions of this RFP and are approved by the Fund.

## 2.10 TAX LAW SECTION 5-A

The bidder awarded a Contract pursuant to this RFP must comply with the requirements of Tax Law Section 5-a, which requires persons awarded contracts valued at more than \$100,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor, or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person has made sales delivered within New York State of more than \$300,000 during the relevant period. The Contract may not be approved unless the contractor is registered with the New York State Department of Taxation and Finance to collect sales and compensating use taxes.

**The Contract Certification forms, included in this RFP as Appendix E – ST-220-TD and Appendix E – ST-220-CA, must be filed in compliance with Tax Law Section 5-a. Any bidder awarded under this RFP will, within seven calendar days of notification of award, file ST-220-TD directly with the Department of Taxation and Finance at the address provided on the form and ST-220-CA with the Fund.**

Bidders can visit the New York State Department of Taxation and Finance website to obtain more information:

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>

## 2.11 INSURER QUALIFICATIONS

All insurance required under this RFP must be written by company rating of “A-” or better rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted (If coverage is provided by a non-admitted carrier, an ELANY Affidavit must accompany the certificate), and authorized to do business in the State of New York, and are approved by the Fund.

Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Fund.

## 2.12 INSURANCE REQUIREMENTS

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (Admitted Carriers). The Fund may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to

require the Fund to accept insurance placed with a non-authorized carrier under any circumstances.

Upon award, the Contractor shall deliver to the Fund evidence of such policies as defined below. In the event there is a claim asserted that is covered by insurance and upon request of the Fund, the Contractor shall make available for inspection to the Fund, at the Fund's offices in Schenectady, during reasonable business hours, any applicable policy required by this Contract.

Throughout the Contract period, the contractor shall notify the Fund of any material changes to the policy, or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.

### **General Conditions**

A. ***Conditions Applicable to Insurance.*** All policies of insurance required by this agreement must meet the following requirements:

***1. Coverage Types and Policy Limits.*** The types of coverage and policy limits required from the Contractor are specified in Paragraph B below – Specific Coverages and Limits.

***2. Policy Forms.*** Policies must be written on an ***occurrence*** basis, except as may be otherwise specifically provided herein, or agreed to in writing by the Fund. Under certain circumstances, the Fund may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Fund prior to the expiration or cancellation of the policy.

***3. Certificates of Insurance/Notices.*** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Fund, before commencing any work under this Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFP.

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Fund.

Certificates of Insurance shall:

a. Be in the form approved by the Fund.

- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance and other attachments) will be accepted.

**4. Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Fund for any claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Fund shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance clause contained in the Fund's own policy of insurance.

**5. Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Fund than the expiring policies shall be delivered to the Fund in the manner required for service of notice in Paragraph A.3 above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Fund, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Fund. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Fund, shall not give rise to a delay claim or any other claim against the Fund. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the Fund, the Fund may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety if, any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

**6. Self-Insured Retention/Deductibles.** Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

**7. Subcontractors.** Should the Contractor engage a Sub-contractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Sub-contractor, as applicable. Required insurance limits should be determined commensurate with the work of the Sub-contractor. Proof thereof shall be supplied to the Fund.

**B. Specific Coverages and Limits.** The types of insurance and minimum policy limits shall be as provided below.

**1. General Liability.** Commercial General Liability Insurance (CGL), covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$1,000,000
- General Aggregate: \$2,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Medical Expense \$5,000

Coverage shall include, but not be limited to, the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a Contract; defense and/or indemnification obligations, including obligations assumed under this Contract; cross liability for additional insured's; products/completed operations for a term of no less than three years, commencing upon acceptance of the work, as required by the Contract; explosion, collapse, and underground hazards; contractor means and methods; liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Policies shall name the Fund as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Fund. Any other insurance maintained by the Fund shall be in excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

**2. Professional Liability.** The Professional and any Professional sub-bidder retained by the Professional to work on the Contract shall procure and maintain during and for a period of three (3) years after completion of this Contract, Professional Liability Insurance in the amount of \$1,000,000 issued to and covering damage for liability imposed on the Professional by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Contract . The professional liability insurance may be issued on a claims-made policy form, in which case the Professional shall purchase at its sole expense, with extended Discovery Clause coverage of up to three (3) years after work is completed, if coverage is cancelled or not renewed.

**3. Comprehensive Advertising Liability.** With a limit of not less than \$1,000,000 to cover claims arising from, but not limited to, occurrences committed by contractor such as:

- defamation, libel, slander, product disparagement or trade libel;
- invasion of or interference with the right to privacy or publicity, including intrusion upon seclusion, false light invasion of privacy, public disclosure of private facts and misappropriation of name or likeness;
- negligent or intentional infliction of emotional distress, outrage or outrageous conduct;
- false arrest, detention or imprisonment, or malicious prosecution;
- trespass, wrongful entry or eviction;
- infringement of copyright, piracy, plagiarism and misappropriation of ideas under implied contract;
- infringement or dilution of title or slogan, trademark, trade name, trade dress, service mark or service name.

**4. New York State Workers' Compensation.** For work to be performed in New York State, 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 NYS Workers' Compensation Law. Evidence of Workers' Compensation and Employers Liability coverage must be provided on **one** of the following forms specified by the Commissioner of the Workers' Compensation Board:

- a. Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); or
- b. Form C-105.2 (9/15 or most current version), Certificate of Workers' Compensation Insurance, sent to the Fund by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, Contractor will provide Form U-26.3 to the Fund upon request from the Contractor; or

- c. Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- d. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Bidder's Group Self-Insurance Administrator.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier. (**ACORD forms are NOT acceptable proof of Workers' Compensation coverage.**) **All forms must name the Agriculture & NYS Horse Breeding Development Fund as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

**5. New York State Disability Benefits Law.** For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law.

- a. Evidence of Disability Benefits coverage must be provided on: **Form DB-120.1** (9/15 or most current version), *Certificate of Insurance Coverage under the NYS Disability Benefits Law*. Contractor must request its business insurance carrier to send this form to the Fund.
- b. If the Contractor is legally exempt from obtaining Workers' Compensation Disability Insurance, Contractor must provide: **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us))
- c. If the Contractor is self-insured, Contractor must provide: **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier. **All forms must name Agriculture & NYS Horse Breeding Development Fund as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

## 2.13 NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS

Proposers are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

**Subcontractor and supplier requirements are set forth in Appendix F of this RFP.**

## 2.14 SUCCESSFUL BIDDER RESPONSIBILITIES AS PRIMARY CONTRACTOR

The Contractor will be required to assume responsibility for all contractual activities offered in the Proposal whether or not the Contractor performs such activities. Further, the Fund will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

The Contractor may have subcontractors; however, the Contractor must accept full responsibility for the performance of any such subcontractor. If any part of the work is to be subcontracted, responses to this RFP must include a list of subcontractors, as provided in Part 4 of this RFP.

## 2.15 APPROVAL OF STAFFING

The Fund reserves the right to review and, if perceived necessary, disapprove any employee of the successful bidder who is assigned to the Fund Contract, either at Contract inception or during the term or any extension thereof.

## 2.16 NEW YORK STATE PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

## 2.17 ETHICS REQUIREMENTS

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure

that such employees comply with all applicable laws and prohibitions. The Fund may request that the Contractor provide it with whatever information the Fund deems appropriate about each such person's engagement, work cooperatively with the Fund to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the Fund, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The Fund shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The Fund shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

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

**NEW YORK STATE LAW**

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

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Fund hereby establishes an overall goal of **thirty percent (30%)** for MWBE participation, based on the current availability of qualified MBEs and WBEs. A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Fund may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Fund will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a "commercially useful function", as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 30 percent of the total value of the contract.

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

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

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

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

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

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

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

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

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

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

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

### **Equal Employment Opportunity Requirements**

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

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to the Fund with its bid or proposal.

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

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

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

The EEO and MWBE requirements are set forth in **Appendix G** of this RFP.

**The MWBE goal established under this RFP is 30%.**

## 2.19 NEW YORK STATE SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Pursuant to Article 17-B of New York State Executive Law, bidders shall consider businesses certified under the New York State Service-Disabled Veteran-Owned Business program in fulfillment of the requirements of the Contract. A list of NYS certified service-disabled veteran owned businesses (SDVOBs) can be accessed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.

Any contractor who willfully and intentionally fails to comply with the service-disabled veteran owned business participation requirements of these regulations as set forth in such State contract shall be liable to the contracting agency for damages, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the State agency related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

**The SDVOB goal established under this RFP is 6%.**

**The "Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance" Form, included with this RFP as Appendix H, must be completed and submitted with the Response.**

## 2.20 SUB-CONTRACT APPROVAL

The Fund must approve subcontractors and may require the successful bidder to replace Subcontractors who are determined to be unacceptable upon inception or during the term or any extension thereof. Subcontractors are subject to background checks of personnel and principals, and may also require bidder licensing.

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Fund. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion(s) of its responsibilities under this Agreement to be subcontracted to qualified, responsible Subcontractors, subject to approval of the Fund. If the Contractor determines to subcontract a portion of the services, the Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Agreement must be fully explained by the Contractor to the Fund. As part of this explanation, the Subcontractor must submit to the Fund a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, incorporated into this RFP as **Appendix I**, as required by the Contractor prior to execution of this Agreement.

The Contractor retains ultimate responsibility for all services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, **Appendix A** – Standard Clauses for Contracts with the Agriculture and New York State Breeding Development Fund and the RFP. Unless waived in writing by the Fund, all subcontracts between the Contractor and Subcontractors shall expressly name the Fund, as the sole intended third party beneficiary of such subcontract. The Fund reserves the right to review and approve or reject any subcontract, as well as any amendment to said Subcontract(s), and this right shall not make the Fund a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the Fund.

The Fund reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Agreement.

The Contractor shall give the Fund immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

## 2.21 DELEGATION AND/OR ASSIGNMENT

No delegation of any duties under this Contract to another entity shall be binding until the Fund has given written consent to such delegation; nor shall assignments of rights to moneys due or to become due under this Contract be permitted to any entity other than Contractor, except by express written consent of the Fund.

## 2.22 CODE OF CONDUCT FOR BIDDER

The Fund is an extremely sensitive enterprise because of the nature of the business and because it is government operated. Therefore, it is essential that its operation, and the operation of other enterprises which would be linked to it in the public mind, avoid not only impropriety but also the appearance of impropriety. Due to this, Contractors associated with the Fund are expected to:

- A. Offer goods and services only of the highest standards;
- B. Use their best efforts to prevent the industry from becoming embroiled in unfavorable publicity;
- C. Make sales presentations in a responsible manner; and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the industry;
- D. Avoid promotional activities that could be interpreted as improper and result in embarrassment to the industry;
- E. Report security problems or potential security problems promptly to the Fund;

F. Not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of material monetary value to any Fund employee, or to any individual influencing the outcome of this project.

2.23 OWNERSHIP OF PROPOSAL CONTENTS, MATERIALS AND INTELLECTUAL PROPERTY; USE OF TALENT

(a) Any and all materials submitted with a Proposal shall not be returned and will be maintained by the Fund as part of the procurement record. It is not the intent of the Fund to use materials submitted with a Proposal for anything other than supporting documentation. However, the Fund will not be held liable for the unintentional use of such materials, including any payment for such materials.

(b) Ownership of all data, documentary material and operating reports originated and prepared exclusively for the Fund pursuant to any Contract resulting from this RFP shall belong to the Fund. Contractor agrees that, except where noted by the Fund, all materials, documents, products, reports, data and other information, whether finished, unfinished, or draft developed, gathered or compiled under this agreement by vendor are the sole exclusive property of the Fund and that they shall not be used by the vendor or any other person or destroyed without express written permission of the Fund. Any work product created pursuant to this Agreement and any subcontract shall be "works made for hire" and shall become the property of the Fund, which shall have all rights of ownership and authorship in such work product. Additionally, the Contractor hereby assigns to the Fund any and all intellectual property rights to any such work product. Upon termination of the Agreement, Contractor shall deliver to the Fund all property that is in its possession and that is the Fund's property or relates to the Fund's business, including, but not limited to records, notes, data, memoranda, software, electronic information, equipment, and any copies of the same.

(c) Contractor or its representative shall take commercially reasonable steps to obtain copyright and or trademark registration on behalf of the Fund for advertising material as requested by the Fund.

(d) The Fund understands and agrees that Contractor is party to various talent and performing rights agreements in various parts of the world. For example, in the United States, agreements with the Screen Actors Guild ("SAG"), the American Federation of Television and Radio Artists ("AFTRA") and the American Federation of Musicians ("AFM") make the use of talent by Contractor on Fund's behalf subject to the terms of such agreements and provide for Contractor will be ultimately liable to performers for payments that may become due because of use of commercials by the Fund or any party to whom the Fund provides any of the commercials.

2.24 PARTISAN POLITICAL ACTIVITY

Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

## 2.25 LICENSED INTELLECTUAL PROPERTY

To the extent that the bidder utilizes or relies upon the intellectual property rights of a third party in fulfilling its obligations under the Contract, the bidder will provide the Fund with whatever assurance the Fund deems necessary that the use of such third party intellectual property is permissible. In addition, in the event of failure to perform or breach of Contract the bidder must ensure continued right of use of licensed intellectual property by the Fund. The Fund will not pay a fee for rights already held by the bidder; however, if fees are incurred for the licensing of intellectual property owned by any third party relevant to the fulfillment of the services under this RFP, any fees to be paid by the Fund for use of a third party's intellectual property will be negotiated on a case by case basis. As part of its Proposal, the bidder must provide a list of any third party's intellectual property relevant to this procurement that the bidder is currently licensed to use.

## 2.26 SECURITY REQUIREMENTS

The Contractor, including its employees, officers, agents and subcontractors, shall be required to comply with all present and future security policies of the Fund. In addition, the Contractor, its subcontractors, project managers, their employees, officers and agents, and any and all persons involved in projects and work assignments under this Contract will be required, prior to access to any Fund site, to be given a security clearance by Fund. Anyone seeking access to a Fund site must provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one week prior to any site visit. Once preliminary access approval is granted by the Fund, all visitors to a site must provide two (2) forms of valid identification, including one photo ID and written authorization that they are acting on behalf of a designated employer and/or contractor. Only after site authorization is confirmed will access to the Fund site be approved.

### A. Physical Security During the Delivery of Contracted Services

(i) The Contractor shall be solely responsible for the safety and security of the project sites, facilities, and components under this Contract, with the exception that the Contractor is not responsible for overall building security at locations under the control and management of Fund, State, local or federal agencies. The Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g. secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall correct its failure or theft of any components or portion of the project due to the Contractor's inadequate physical and/or information security at its cost and expense.

(ii) The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar system in today's heightened security environment. All components of site security shall be of suitable strength and design, and shall reasonably withstand attempts to gain unauthorized access.

## B. Access by Personnel

(i) The Prime Contractor, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Fund in performing the scope of work under this RFP. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

(ii) The Contractor warrants that each individual performing work under this RFP is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any Fund site, information systems or data contained therein. In addition, prior to accessing any Fund site, project information systems or data contained therein, the Contractor, and its officers, agents, sub-contractors, and their collective employees and independent contractors performing work under this RFP, shall be required to:

(a) Obtain security clearance from the Fund, which may include, at the Fund's discretion, a criminal history and/or background investigation of each individual proposed to perform work under the Contract. Each individual assigned to the project by or through the Contractor shall be required to submit identifying information to the Fund.

(b) Obtain from the Fund and prominently display on their person, Fund issued identification cards at all times while physically present at any Fund site.

(iii) When an emergency or other circumstances occur which render immediate compliance with the foregoing requirements impractical, the Fund may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Fund's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Fund shall approve such individual's access prior to such individual accessing a site, system or data and the Fund may accompany such individual at all times when on-site.

(iv) The Fund reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access prior to such individual accessing a site, system or data and the Fund may accompany such individual at all times when on-site. The Fund reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access to Fund facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor (A) who refuses to comply with the security procedures outlined in this section, or (B) where the Fund

determines that the individual may present a risk to the Fund's security interests. The Fund shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under the Contract as a result of the Fund's denial of access to any individual(s) pursuant to this section.

## PART 3- SCOPE OF WORK

### 3.1 SCOPE

The services to be provided under a contract resulting from this RFP are described in this Part. Each year, the Contractor will be required to develop an advertising and promotional plan (the "Plan"), which will define the advertising and promotional activities to be carried out that year.

All projects under the contract will be carried out in collaboration with the Fund and within the defined budget.

The major events to be covered under the contract are listed below. Exhibit 1, included in this RFP, contains a list of county fair dates (2016), Sire Stakes series race dates (2017) and Excelsior series race dates (2017), as well as locations.

- (a) County Fair Racing Series (20 - 22 fair event days) and the Series Final to be held in the fall.
- (b) Sire Stakes Racing Series Final to be held in the fall, which will include the Night of Champions Reception.
- (c) Excelsior Racing Series Final to be held in the fall.
- (d) Annual Horse Sales:
  - Goshen, NY (1 day event – date pending)
  - Morrisville, NY (1 day event – date pending)
  - Harrisburg, PA (5 day event – date pending)
- (e) Annual Awards Banquet & Night of Champions Event
- (f) "New Owner" Seminar

**Note:** The Fund may desire that the Contractor represent the Fund at two or more additional events throughout the year, such as at a race during the Sire Stakes racing series and/or Excelsior racing series, if the budget permits, and to be determined between the Fund and the Contractor.

Following execution of the contract the Contractor will meet with the Fund to discuss the advertising and promotional activities to be carried out in the first year of the contract. Within thirty days following this meeting the Contractor will provide the Fund with the Plan and annually thereafter thirty days prior to the start of a new season.

The Plan will be reviewed by the Fund and a response provided to the Contractor, either of acceptance of such Plan or for further discussion and revision. Every attempt will be made by the Fund to provide a response to the Plan within 15 days of receipt from the Contractor. Following acceptance of the Plan, Contractor shall obtain written approval from the Fund prior to any deviations from the approved Plan.

The Fund believes that an online ad campaign developed to promote New York Bred horses and their triumphs should be an integral part of the Plan that will be developed. The ads should focus on NY Standardbred horses and their successes on the track and in the breeding sheds at state, national and international levels. The Plan must also include the following elements of the Scope of Work to be executed throughout the contract term:

**A. Market Research/Strategic Account Planning/Advertising Communication Tracking:**

1. Contractor shall use all research, analytical tools and data at its disposal to develop the most creative and effective marketing plans to achieve stated objectives.
2. Contractor shall propose, conduct and analyze market research as necessary to gain insights to inform strategic direction for the account.

The Fund will provide the Contractor with reports that include detailed, quantifiable analysis comparing NY-breds sold at each event to horses bred elsewhere, including comparisons in price, quality, quantity, a professional opinion regarding the reason for the outcome of NY-breds sold at each sale, quotes from appropriate horsemen, owners, buyers, and/or sale representatives, and any other pertinent information.

3. As the Budget permits, Contractor shall Identify and analyze appropriate State and local marketing programs or events beyond those required under this RFP, at which the Fund should be represented to promote the NYSS program. This includes, but is not limited to, coordination of event scheduling, reservations, staffing, set-up, and procurement of any giveaway items.
4. Contractor shall provide a schedule of advertising and promotional activities to be undertaken by the Contractor and specifics as to the implementation of such plan.

**B. Promotion & Event Management:**

Contractor will be responsible for development and management of all promotional activities related to the major events identified (race series horse sales, banquets and seminars) as well as additional events agreed to by the Fund and Contractor throughout the racing season. Responsibilities will include, but not limited to; planning, staffing, advertising, and purchase and distribution of promotional items.

1. **Staffing Plan.** The Contractor is required to provide event and exhibit staffing for all events. Staff representing the Fund will be expected to interact with attendees, distribute promotional items, and answer general questions and relay questions related to the industry to Fund staff as appropriate. Staffing requirements for each of these events is approximately six hours. As stipulated in the guiding principles in Part 1 of this RFP, the Contractor will make every effort to use local/regional staff to carry out racetrack promotional

activities. The staffing plan must identify the staffing to be provided at each event and the associated cost.

2. **Banquets:** There are two annual banquets that the Fund may request the Contractor to plan, organize, implement, and staff in conjunction with the Fund, as outlined below. Event reports shall be provided to the Fund following each exhibit, banquet or event.

- i. Annual Awards Banquet. The awards banquet is a formal dinner, including a casual reception, held annually at the conclusion of the racing season in conjunction with United States Trotting Association (“USTA”) District 8. The banquet typically hosts 150 attendees. The Contractor shall work with the USTA in arranging a date for the event subject to the Fund’s approval.

The responsibilities of the Contractor under this project include: Creating tickets, invitation, press release and program brochure for the event; selling tickets at a rate adequate to cover the cost of the banquet; RSVP coordination; site selection (to be approved by the Fund); event décor and food/beverage coordination; event set-up/take-down; event supervision; procurement of awards; coordination of event personnel; gift bag and/or favors to be provided for assembly and distribution; coordination of the event schedules; arranging for photographers.

As soon as practical, but no less than one (1) month prior to this event, the Contractor will submit to the Fund a thorough event plan to include all event details. The Contractor shall provide to the Fund a post-event analysis report no later than five (5) business days following the event.

- ii. Night of Champions Event. Plan, direct and implement the Night of Champions “NOC” event, including a cocktail party. The NOC event is free; therefore, there will not be tickets and all costs related to the event will be out of the account budget. The responsibilities of the Contractor under this project include: Contractor to outline the event and meet with Fund staff for review and approval; creation of invitations and mailing lists; handling of reservations; development of a program containing final standings; arrange for menu, decorations, signage, trophies, tee-shirts, party favors, food for paddock workers, buglers, photographer, winners circle staff, presenters, and clean up. The event should be captured via videos and photos for the next Stallion Directory.

3. **New Owner Seminar.** Contractor shall develop and hold a “new owner” seminar on all aspects of Standardbred ownership which shall be conducted at least once, at each of seven pari-mutuel tracks in New York, during the peak season months of June, July and August. The Contractor shall work with the Fund to arrange for an event speaker. The seminars would cover topics such as how to select a trainer, choosing young horses or claimers, actual costs, risks and rewards and provided for in the Promotion/Advertising Plan. Note: staffing by the Contractor is not required for this event.

4. **Promotional Items.** Contractor will be expected to purchase promotional items, in consultation with the Fund, and pursuant to the approved Plan that will be utilized for racing events and the promotion of the Sire Stakes program at race tracks, county fairs, horse sales or any other venue where the Fund would benefit from such promotional items being given away.

The promotional items will be covered by the \$50,000 budget amount per year. One item that must be included in this budget and purchased each year is blankets/coolers that will be provided to the winners of Finals and Consolations across all series. Other promotional items are subject to the Contractor's promotional plans and may include such items as hats, coolers/fly scrims, final's coolers, lead shanks, tote bags, etc. The Plan shall identify the types of products to be purchased for each event and specify the quantities and the cost.

**C. Creative development, production and distribution of all advertising, marketing communications, and promotional materials:**

1. The annual plan shall identify the marketing efforts for each event in the plan, such as media placements (print, radio, tv, digital, social, etc.) and all associated costs. The Contractor shall be responsible for the placement and purchase of all media and will be responsible for auditing and verifying all media placements.
2. Create advertisements for trade publications and other appropriate outlets, including local radio and television. If producing TV, Radio, or print ads, provide the Fund with production schedules.
3. Create and order New York Sire Stakes promotional items. Contractor will be responsible for designing promotional giveaways and interactive activities in support of the Fund's initiatives, subject to Fund approval under the Plan.
4. Produce a New York Sire Stakes calendar for 3500 classrooms in New York State that includes information on the Sire Stakes, Excelsior and County Fair Racing Series.
5. Develop annual Stallion Directory for NYSS Eligible Stallions. The NYSS Stallion Directory promotes NYSS-eligible Stallions to mare owners for the purpose of breeding in New York. This project requires development of a Directory annually, beginning with 2018-eligible stallions with stallion registrations beginning 11/15/2017 through 1/1/2018. This project includes promoting the Directory to stallion owners; collecting stallion pedigrees and photos for stallions that are standing for service in New York State; collecting fees from those advertising in the Directory to offset the printing and distribution costs, with any excess funds received remitted back to the Fund.

The Contractor shall provide an accounting to the Fund within 30 days of final mailing as to the exact cost of preparing the Directory including costs associated with designing, preparing, printing and mailing.

The timeline for deliverables for the Stallion Directory project shall be determined in cooperation with and approval by the Fund; however the Directory shall be printed with distribution starting as close as possible to February 1, 2018.

#### **D. Digital Marketing & Advertising and Social Media Management:**

1. Create digital marketing campaigns to effectively communicate with target audiences through all digital touch points.
2. Strategic development, content & creative development, community management, optimization and performance analysis through monthly reporting.

#### **E. Fund Website: Creative Development & Content Management:**

The Contractor will provide creative input into the design and content of the NYSS website. Contractor will also manage the NYSS website and update information with guidance from the Fund. The Fund will provide access to their web content management system for required updates. The responsibilities of the Contractor include, but are not limited to: posting articles relevant to the NYSS program (daily during NYSS season); posting forms and related materials; posting all reports, notices and financial documents when received from the Fund; posting champion results and replays; posting all audio and written minutes from the NYSS meetings, as provided by the Fund.

### **3.2 BUDGET AND ACCOUNT MANAGEMENT**

Contractor will be responsible for carrying out all services defined in this RFP, within the budget allocated as outlined below.

- A. **Account Budget:** The annual Account Budget under the resulting agreement shall not exceed \$200,000 and, with the exception of promotional items, which shall be covered under the Promotional Budget, will cover all costs associated with carrying out the Scope of Work, such as the fixed annual fee, hourly event staff, and media placements. Certain costs may be offset by fees collected, for example, the Awards Banquet, which may be offset with the sale of event tickets, and the Stallion Directory, which may be offset with the placement of ads in the directory.

On a quarterly basis, the Contractor shall provide the Fund with

- i. A planned expenditure report which shall show all planned media and promotional expenses for the upcoming quarter. Approved expenses will be paid upon approval of the report.
- ii. A quarterly Status reports detailing current projects, production jobs, promotional events, reporting and meetings. Status reports shall include timelines for all initiatives.

- B. **Promotional Budget:** The annual Promotional Budget under the resulting agreement shall not exceed \$50,000 and shall be used for the purchase of promotional items to be distributed at the events defined in the Scope of Work. Reimbursement to the Contractor under the Promotional Budget will be based on actual receipts (pass-through/no mark-up).

Upon contract approval, and annually thereafter, the Contractor shall provide the Fund with a detailed schedule for planned promotional item purchases for the upcoming period. Such schedule shall provide an estimated breakdown of annual budget. Promotional expenses such as coordinating and staffing promotional give-away events at NYSS races (this includes at least two promotional events at each pari-mutuel track, coordinating the events with the tracks, distributing NYSS promotional items to race tracks and other related venues provided by the Fund, i.e., hats, brochures, posters, etc.), and performing other promotional activities, as directed by the Fund, shall be separately identified in the Plan.

## **PART – 4 INFORMATION REQUIRED FROM BIDDERS**

In preparation of the Proposal, each bidder should pay special attention to the requirements and information being requested in order to respond fully to the RFP. Any Proposal found to be incomplete or placing conditions in response to the requirements under this RFP may be deemed non-responsive and removed from further consideration.

### **4.1 BUSINESS ORGANIZATION**

The Proposal must include the information listed below.

1. State the full name and address of its organization and any branch office or other subordinate element that will perform or assist in the performance of the work hereunder. The bidder shall indicate whether it operates as an individual, partnership, corporation, joint venture, or other specified form of business organization. Each bidder must state whether they are qualified and/or registered to do business in the State of New York.
2. Indicate the name, address (including e-mail) and telephone number of the individual from your organization that is authorized to enter into and bind the organization to the terms and conditions of its Proposal.
3. Provide a company organizational chart by staff title.
4. Provide information demonstrating the bidders' financial viability, integrity and stability, for example, financial statements.
5. The bidder shall describe key corporate personnel, ownership control, and facilities available to satisfy the requirements of the proposed Contract.
6. Brief summary of Contractor's mission, culture and guiding philosophy.
7. List of Contractor's strengths and capabilities with relevance to the Fund's business.
8. Client list, including tenure with the Contractor.
9. List of any accounts lost or resigned over the past two years and comments on why this occurred.

### **4.2 EXPERIENCE OF THE BIDDER'S ORGANIZATION**

The bidder must demonstrate in its Proposal that its organization is of sufficient size and has the qualifications required to perform the requested services defined in the RFP. Include sufficient detail to demonstrate the relevance of such experience.

The Proposal must include the following:

1. Description of the bidder's organization that would be considered relevant to the successful accomplishment of the scope of work required herein, including employee capacity to undertake and successfully carry out the proposed services.
2. The credentials of the organization and examples of past projects that illustrate such, including specific events and outreach efforts.
3. Whether any of the experience described has been due to a subcontractor relationship and to what extent (prime and subcontractor roles and responsibilities).
4. Describe your firm's experience in the equine industry, or Standardbred breeding industry in particular, if any. Also address how your firm's experience might lend itself to the mission of the Fund.
5. Describe your firm's experience with various media output, such as approximate percentage breakdown of the creative output by media type (e.g., television, radio, magazine, newspaper, outdoor, direct, interactive/digital, collateral/POS, or other media specific types of creative products).

## References

The firm must include at least three references relevant to any of the requested services. References must include company name, contact person (name, title, phone number, email address and mailing address) and include a general statement of the type of engagement performed for this reference.

If submitting a joint proposal, include an additional three references for the joint firm. If utilizing a subcontractor, include an additional three references for the subcontractor.

The Fund reserves the right to contact references as many times as is necessary and to contact as many references as is necessary to obtain a complete understanding of the bidder's performance and experience. The Committee also reserves the right to request additional or alternative references to those provided in the Proposal, as needed.

References will be used to substantiate the technical proposal.

### 4.3 PROJECT MANAGEMENT AND STAFFING

The Proposal must include the information listed below.

1. Identify all staff (name and title/position), including a full time dedicated staff project director, and other personnel to be used under an ensuing Contract. The Fund expects that the project director will have overall responsibility for all work conducted pursuant to this RFP. Exceptions may be made only with the approval of the Fund.

**Note:** If staff is "To Be Determined", bidder must indicate the staff title and the qualifications and attributes required for the position.

2. Describe staff availability for communication with the Fund.
3. Provide resumes (not biographies) for all proposed staff indicating the relevant experience of each individual. **Biographies do not provide sufficient information to allow for adequate evaluation of the individual's capabilities.**
4. Indicate the role each staff will have in the project and the anticipated percentage of time allocated for each individual in the proposed work effort.
5. Indicate the organization's hiring practices, including suitability standards.
6. Describe the organization's training philosophy and training process for new employees.
7. If applicable, list all subcontractors, to be utilized, including firm name and address, contact person, and a complete description of work to be subcontracted. Descriptive information relative to the subcontractor's organization and capabilities must be included. If the bidder does not intend to utilize subcontractors, that too should be indicated in the Technical Proposal.

#### 4.4 WORK PLAN

1. Describe how your firm is going to approach a successful and comprehensive advertising/marketing plan for the Fund, including concept of the project and the methodology to be used; strategy and tactics by which you would segment the market, geographically and demographically, to best attain the Fund's overall goals.
2. Describe your firm's learning curve, and training process for understanding the equine and harness racing industry to achieve the desired results under this RFP.
3. Describe the method to be used for outreach efforts to generate interest in the program, attendance at racing events and attract new owners and breeders.
4. Describe your firm's ability to perform the duties as stated in this RFP under varying budgetary circumstances. Include information on how the budget will be managed and how planning will be flexible each year based on varied locations and dates of races. **Note: Do not provide any pricing information within your Technical Proposal.**
5. Indicate the anticipated level of regular communication with the Fund, as well as ability to handle incoming inquiries and requests.
6. Provide specific examples that demonstrate your firm's strength in local media planning and buying within New York State. Include a description of your approach to ensuring that local media plans are developed with a thorough understanding of the local market dynamics and that the media is purchased effectively and efficiently to maximize the investment and achieve the Fund's goals.

7. The Proposal should also include details of how the media will be purchased, monitored and analyzed to ensure maximum efficiencies and ROI on marketing investment for the Fund.

#### 4.5 CREATIVE ASSIGNMENT

As part of its technical proposal and as a means of demonstrating to the Fund the bidder's experience and approach to a campaign, the bidder must provide a creative plan/campaign in response to this assignment.

The Goshen Yearling Sale was created in 2015 because of the lack of an early-fall yearling sale with the proximity to many of the richest racing programs. 113 yearlings were sold at the inaugural edition, generating gross sales of \$1.4 million.

The sales events are an opportunity to promote the program to buyers. Promoting how much the program provides NY-breds and information about the program is important. As states cut funding it is important for people, especially out of state, to be aware that the program is alive and what it provides. At the event, the Fund hosts a tent with the Sire Stakes logo, and information is provided to attendees on the program.

Provide a creative plan to demonstrate how your company would use this event as an opportunity to showcase the Fund. The creative plan should demonstrate how your company would approach the following areas as they relate to the campaign being presented:

1. Analysis of the marketing situation
2. Assessment of target audience and how the consumer insight was determined
3. Development of marketing & advertising strategy to deliver on the consumer insight
4. Campaign development process, including brief
5. Production process
6. Tracking and analysis of effectiveness. Bidder should include an overview as to how the campaign would be evaluated for effectiveness and efficiency to ensure that dollars invested are being maximized and that the campaign is meeting its stated objectives. This response must include specific measurement tools and processes the bidder intends to use to evaluate the campaign.

#### 4.6 PRICING PROPOSAL

Utilizing **Attachment 2**, Pricing Proposal form, the bidder must provide all-inclusive pricing for each deliverable, as indicated.

Media placement costs will be paid each quarter in advance at the amount approved in the Plan. These costs are covered under the Account Budget.

Promotional products will be paid at actual cost following production and receipt of goods by the Contractor and upon receipt of invoice by the Fund. These costs are covered under the Promotional Budget.

**Bidders must use Attachment 2 for their Pricing Proposal. Alternate forms will be considered non-responsive.**

## PART 5 – EVALUATION AND SELECTION

### 5.1 INTRODUCTION

This section describes the evaluation process that will be used to determine which Proposal provides the greatest overall benefits to the Fund. The ability of the Fund to evaluate a bidder's Proposal is dependent upon the completeness and proper submission of the Proposal. The failure of a bidder to provide information requested by this RFP, to submit the Proposal according to the required format, or to respond appropriately to a clarification request or demonstration request, may result in rejection of the bidder's Proposal or reduction in scoring during the evaluation.

### 5.2 EVALUATION METHODOLOGY

The Fund will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. In making a selection, the Fund will be represented by an Evaluation Committee (the "Committee") comprising Fund staff members and one Trustee of the Fund. The Fund reserves the right to make changes in the Committee's membership as necessary.

Scoring of the Technical Proposals will be by consensus of the Committee. The Pricing Proposals will be scored following Technical Proposal scoring. **The relative weight of Technical to Price will be: Technical 70%; Price 30%.**

### 5.3 EVALUATION AND AWARD STEPS

The evaluation and award process will comprise all of the following:

- A. Pass/Fail evaluation of the minimum qualifying requirements of the bidder as provided for in Part 1 of this RFP.
- B. Review of Proposals to assess compliance with proposal submission requirements, including responsiveness to terms, conditions and requirements.
- C. Detailed review by the Committee of the Technical Proposals relative to proposed functions, features, services, and references, using the requirements and criteria defined in this RFP.
- D. Proposal clarifications, if applicable.
- E. Scoring of Technical Proposals by the Committee (including reference checks and bidder interviews).
- F. Assessment and scoring of Pricing Proposals after finalization of the technical scoring process.
- G. Compilation of the technical and pricing score of each bidder into a summary score sheet.

- H. Preparation of a Recommendation of Award Memorandum, on behalf of the Committee. Signature by the Committee Chair on behalf of the Committee, of the final Memorandum.
- I. Signature of the Memorandum by the Trustees of the Fund.
- J. Notice of Award.

5.4 INFORMATION FROM OTHER SOURCES

The Fund reserves the right to obtain from sources other than the bidder, information concerning a bidder, the bidder’s offerings and capabilities, and the bidder’s performance, that the Fund deems pertinent to this RFP and to consider such information in evaluating the bidder’s Proposal. This may include, but is not limited to, the Chair of the Evaluation Committee engaging bidders and additional experts from outside the Committee to better inform the Committee’s findings.

5.5 EVALUATION & SELECTION CRITERIA

Proposals determined to comply with the requirements set forth in this RFP and submission requirements outlined in Part 4 – Information Required from Bidders – of this RFP will be evaluated based on the following criteria:

- A. Technical Evaluation - 70%
  - Experience of the Bidder’s Organization (15 points)
  - Project Management & Staffing (15 points)
  - Work Plan (20 points)
  - Creative Assignment (20 points)
- B. Pricing Evaluation - 30%

The bidder with the lowest price will be awarded the full points allocated to the pricing evaluation. The score for each of the remaining bidders will be proportionate to the lowest bidder.

**Note: Points awarded will be rounded to the nearest hundredth place.**

**Interviews**

The Evaluation Committee will hold interviews during the technical evaluation process. The interviews will be in person, or by video conference, and will provide the bidder with the opportunity to demonstrate its understanding of the project. Information obtained during interviews may impact the technical scoring.

5.6 FINAL COMPOSITE SCORE/DETERMINATION OF AWARD PROCESS

The technical and pricing scores will be combined to determine the final composite score for each bidder. Award will be made to the responsive and responsible bidder who achieves the highest composite score.

## 5.7 NOTICE OF AWARD

A Contract award notification letter will be sent to the successful bidder and unsuccessful bidders indicating award subject to approval by the Trustees of the Fund.

No public discussion or news releases relating to this RFP or the resulting Contract shall be made by any bidder without the prior approval of the Fund.

## 5.8 DEBRIEFINGS

The Fund shall, upon request, provide a debriefing to any unsuccessful offerer that responded to this solicitation regarding the reasons that the bidder's response was not selected for an award. A debriefing shall be requested by the unsuccessful offerer within fifteen calendar days of release by the Fund of a notice in writing or electronically that the offerer's offer is unsuccessful.









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**15. NO ARBITRATION.** O a ] ~ o . A c [ c a \* A @ A s } d a e d i s & i a a \* A @ A i ^ a e o A i A a i ^ a a a i a ^ [ E a a A [ o A A ~ a { a a A A a a \* A a a i a a } A c & ] o A @ i ^ A c e d i a A a e o i a a a a a o A ~ . E s . c a e E s ^ A @ a a A A s } i o A A s { ] ^ c } o A i a a a a } A A @ A c e A [ A ^ . A i [ i E A

**16. SERVICE OF PROCESS.** A A a a a a } A A @ A ^ c @ a . A A i c a A a e [ . ^ a A ^ A @ A c e A O a a A i a e a A s e A B A ~ i . A O U S U A E O [ } d a e d i A @ i ^ a ^ A s } . ^ } o A A A i c a A A i [ & . . A ~ ] [ ] A A A ^ \* a c i ^ a A i A i c a a a A a i A c i } A A & a o A ~ ^ . c a E U i c a A @ i ^ } a i A @ a i A s { ] ^ c A [ ] A O [ } d a e d i c A e c a A & a o A A i [ & . . A i A [ ] A @ A D } a c A A & a o A A c @ A c i } A @ i ^ [ A A @ A Y a a A c e . A U [ c a A i c a A A e A ~ . ^ a A i A } a i a i a a i E A O [ } d a e d i A ~ . o A i [ { ] d A [ c a A @ A D } a E s A i a a \* E A A a e o a a a c ^ i ^ & o a \* ^ A A a a i . . . A A @ A i c a A A i [ & . . A e A A A a a E U i c a A A A @ A D } a A A @ A e o A \ [ , } A a a i . . . A @ a i A ^ ~ a a d A O [ } d a e d i A a i a e A c A c A H E D a } a a A e . A e c i A . A i c a A @ i ^ } a i A A s { ] ^ c A A A @ a i A . [ ] a E A

**17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** Á@ÁÓ[ } dædq |Á &|cã•Áæ áÁ æ|æð •Á@Áæ|Á [[ áÁ| | á~ &•Áæ Á^Á•^áÁ } á^|Á@Áæ| } dæðóæ æáÁ æ|Á à^Á Áæ&| |áæ &Á æ|Á~ ó| | óæ æ^áÁ É@Á ^&ææææ } •Áæ áÁ| | çã æ } •Á-Á^&æ } Á FÍ |Á-Á@ÁÚæ^Áæ æ &Áæ ÉW^Á-Á| | } æÁæá, [[ á•DÁ @æ| | @æ~ Á~ |&æ^Á æ áÁ•^Á-Á| | } æÁæá, [[ á•É } |••Á ^&ææææ Á^ { } | áÉÁ-Á@ÁÚæ^Á|Áæ ^Á \* [ ç^ | ] { ^ } æÁæ^ } &Á |Á | |ææÁ~ ááæææ } Á |Á~ à|æÁ^ ^~Á | | |ææ } ÉÚ~ æáæææ } Á - |Áæ Á^ { } |æ } Á } á^|Á@Áæ Á æ|Á^Á@Á• | | } •æææ Á-Á@Áæ| } dædq |Á Á•æ|æ @Á Á { ^^ó æ|Á@Áæ } | | çæÁ-Á@Á } áÉ

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**19. OMNIBUS PROCUREMENT ACT OF 1992.** QÁ Á@Á | |æ Á-Á^ , Á | |ÁÚæ^Áæ Á { æá æ^Á } | |c } æá•Á |Á@Á ææææææ } Á-Á^ , Á | |ÁÚæ^Áæ ^á••Á } ç | |á^É æ&|áæ \* Á æ | |æ Áæ áÁ | { ^ } É , } ^áÁ~ •æ••Á } ç | |á^Áæ Áæá^•É~ à&| } dædq |Á æ áÁ~ ] |á•Á } Á |Á | | & | ^ { ^ } ó | } dæðóÉ

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**21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** [ ] dæd | Á @p/ & { } | Á ã@Á | çã } • Á -Á@Á^, Á[ | \ Á Ûæ^ ÁQ - | { æã } Á^ & | æ Á^ æ@Á } áÁ [ çãæã } ÁBÁ(Á^)^ Á^ áÁ^ • á •• Áæ Á^ & çã } Á | J J ÈæÁ Ûæ^ Á^ & @ [ | \* ^ Áæ Á^ & çã } ÁGÈ DÁ

**22. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** Á@Á @ Á Áæ& { } dæd Á | Á & { } • | çã \* Á^ | çã Á^ • ÈÁ^ - á^ áÁ | Á^ | [ • • Á -Á@Á^ ~ á^ { } ^ } òÁ Áæ & | á^ Áæ æ^ • á ÈÁ ^ çãæ æã } ÈÁ^ • ^ æ& @Á æã á \* ÈÁ ææÁ | | & • • á \* ÈÁ { } ] ^ Á | [ \* | æ { } á \* ÈÁ } á^ Á | á \* ÈÁ ^ } çã [ ] { } ^ } çã È@ æ@Á } áÁ ^ } çã Á@ æ@Á^ | çã Á^ • ÈÁ & & { } çã \* ÈÁ æ áæ^ \* æÈÁ^ \* æÁ [ | Á á ææÁ^ | çã Á^ • ÈÁ @ ÈÁ Áæ& | áæ & Á^ á@Á^ & çã } Á Á HÁ È DÁ -Á@Á Ûæ^ ÁQ æ & Áæ Á Gæ Áæ ^ } á^ áÁ^ Á^ @æ ç^ ÁÆÁ -Á@Áæ • Á -ÁGÈÈ DÁ @ Á^ [ ] dæd | Á @p/ Á^ | ÈÁæ& | æ^ Á æ áÁ | [ ] | Á^ & { } | Á ã@Á^ ~ á^ { } ^ } òÁ Á^ à { } áæ Áæ } ~ æÁ { } | [ ^ { } ^ } òÁ | | òÁ | Á @Á | } dæd | Á @Áæ^ } & Á@Áæ æá^ áÁ@Á | } dæd È@ Á^ } æd ^ } òÁ -ÁQ áÁ^ | çã Á æ áÁ@Á Ûæ^ Á^ [ ] d [ | | ÁÈÁ

**23. PROCUREMENT LOBBYING.** Á Ûæ^ ÁQ æ & Áæ Á^ & çã } • Á HÁ ÈÁ æ á HÁ ÈÁ ÈÁ^ Á • á } á \* Á@Áæ | ^ { } ^ } òÁ @Á | } dæd | Á Á^ çã • Áæ áÁæ - á { • Á@Áæ | Áæ & | [ • | Á^ Á æ^ Á Á æ& | áæ & Á^ á@Á Ûæ^ ÁQ æ & Áæ Á^ & çã } • Á HÁ ÈÁ æ á HÁ ÈÁ Áæ^ Á | [ ] | Á ÈÁ^ Áæ^ áÁ æ& | æ ÈÁ Á@ Á^ } òÁ ~ & Á^ | çãæã } Á Á^ ~ } áÁ Á^ Á^ çã } çã } æÁ -Á@Á | Á^ çã } çã } áæ & { } | Á^ È@ Á^ } áÁ æ Á^ | { } á æ Á@ Áæ | ^ { } ^ } òÁ Á | [ çã á \* Á | æ^ } Á [ çãæã } Á Á @Á^ [ ] dæd | Á Áæ& | áæ & Á^ á@Á^ | { • Á -Á@Áæ | ^ { } ^ } dÁ

**24. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** Á Á | Á@Á çã } òÁ @Áæ | ^ { } ^ } òÁ Áæ& { } dæd Á Á^ - á^ áÁ^ Á Væ Áæ Á^ & çã } Á ÈÁ ÈÁ @Á | } dæd | Á æ Á Á æ Á@Á^ | çãæã } Á^ ~ á^ áÁ^ Á Væ Áæ Á Ûæ^ ÁQ } Á ÈÁ | Á Á^ | á \* Á@Áæ | { Á Á@Á | } dæd È@ Á^ } æd ^ } òÁ -Áæ æã } Áæ áÁ Q æ & Á | Á@Á ç^ | Á^ áÁæ^ } & ÈÁ Á^ - á^ áÁ^ Á Væ Áæ Á ÈÁ ÈÁ æ & ç^ | • Á@Á@Á & | çãæã } ÈÁ æá^ Á } áÁ Á^ } æd Á - Á^ | Á ÈÁ Áæ^ Á@ } Á ~ & Áæ | Á Á Á Á Áæ^ Á & | çãæã } Á @Á Á^ Áæ æ | æ Á^ áæ @Á -Á@Á | } dæd Á áÁ@Á | } dæd Á æ Á^ Á çã } áæ áÁ ÈÁ^ Á | [ çã á \* Á | æ^ } Á [ çãæã } Á Á@Á^ [ ] dæd | Á Áæ& | áæ & Á^ á@Á^ Á çã } • Á -Á@Áæ | ^ { } ^ } dÁ Á@Á | ç^ | Á^ áÁæ^ } & Á

**25. NON-PUBLIC PERSONAL INFORMATION.** Á @ Á^ [ ] dæd | Á @p/ & { } | Á ã@Á | [ ] | çã } • Á -Á@Á^, Á[ | \ Á Ûæ^ ÁQ - | { æã } Á^ & | æ Á^ æ@Á } áÁ [ çãæã } ÁBÁ (Á^)^ Á^ áÁ^ • á •• Áæ Á^ & çã } Á J J ÈæÁ Ûæ^ Á^ & @ [ | \* ^ Áæ Á^ & çã } ÁGÈ DÁ Áæ ááæ } Á çã } Á^ | á - Á | Áæ æ^ • Á@Áæ æ Á^ Á^ | [ • ^ áÁ^ | ~ æ òÁ Á@Á | [ çã } • Á -Á@Á BÈÁ @ Á Ô [ ] dæd | Á @p/ Á Áæ | Á Á@Á | • Á [ ] | • ^ áÁ [ ] | Á@Á^ } áÁ @Á Á^ Áæ • [ ææ^ áÁ , á@Á^ áæ @Á -Á@Á BÈÁ Áæ^ • áÁ^ Á^ [ ] dæd | Á Á^ | á^ } òÁ | Á á | ~ Áæ Á | Á { } á • á } • ÈÁ | Á @Á^ | á^ } òÁ | Á á | ~ Áæ Á | Á { } á • á } • Á -Á@Á^ [ ] dæd | Á Áæ^ } • ÈÁ -Á^ | Á { } | [ ^ Á^ Á | Á^ áæ& { } dæd | • ÈÁ



## **APPENDIX B**

**Contracts (incorporates Appendix A)**

## INDEPENDENT CONTRACTOR (I.C.) AGREEMENT

Contract 2017-02

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Agriculture and New York State Horse Breeding Development Fund, a New York State Public Benefit Corporation (the "Fund"), having an office at One Broadway Center, Suite 602, Schenectady, NY 12305, and [contractor] having an office at [address] (the "Contractor").

WHEREAS the Fund was established pursuant to Chapter 567 of the Laws of 1965 and operates pursuant to that law, as amended (the "Statute") to advance and promote the breeding and racing of Standardbred horses in the State of New York, and is authorized by Statute to make awards to owners and breeders of progeny of registered New York-based stallions during the year of conception, and to conduct racing for New York-breds; and

WHEREAS the Fund is directed by Statute to advance and promote the Standardbred breeding industry in this State by, among other things, the publication and dissemination of information and the encouragement of interest among the general public in the breeding and racing of New York-breds, and to advance general interests in all aspects of agricultural pursuits throughout the State; and

WHEREAS the Fund issued a Request for Proposals ("RFP") on January 30, 2017 soliciting proposals from qualified firms to provide equine marketing and public relation services for the Fund, and clarified the requirements of the RFP with Questions and Answers dated February 15, 2017 and February 23, 2017, (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal dated [\_\_\_\_\_, 2017] (collectively, the "Proposal"), which received the highest total combined score from among competing proposals by the Fund's evaluation team;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. The Contractor agrees to provide the Fund with equine marketing and public relation services, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Agreement with the same force and effect as if they were fully set forth herein.

2. Term. The Agreement shall be effective from April 1, 2017 through March 31, 2020.

3. Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Fund agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal. No minimum amount is guaranteed by this Agreement and the Contractor shall not have any right to make a claim therefor. Expenditures under this contract shall not exceed [\$XXXXXX].

4. Approvals Required. This Agreement, and any extension of the term of this Agreement or any amendment of the provisions of this Agreement, shall not be effective and binding upon the Fund or the Contractor unless and until approved by the Board of Trustees for the Agriculture and New York State Horse Breeding Development Fund.

5. Mutual Cooperation. The objective of this Agreement is to provide equine marketing and public relation services to the Fund as set forth in this Agreement. The parties agree to cooperate fully in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish that objective.

## 6. Termination.

(a) The Fund shall have the right to terminate this Agreement for convenience or for any of the following causes:

- (i) a material breach by the Contractor of any of the provisions of this Agreement;
- (ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
- (iii) a good faith determination by the Fund that continuation of the contract could place the integrity of the Fund in jeopardy; or
- (iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Fund, or person acting in such capacity, would be prejudicial to public confidence in the Fund.

(b) In the event that the Fund decides to exercise the right to terminate this Agreement for cause, the Fund shall give the Contractor advance written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Fund in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 6, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

(c) The Fund reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Fund may exercise its

termination right by providing written notice to the Contractor in accordance with the written notice terms of this Agreement.

(d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Fund officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

#### 7. Conflict of Interest.

(a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.

(b) The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify the Fund immediately of any actual or potential conflicts of interest.

(c) In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to the Fund, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to

the Fund a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

(d) The Fund and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Fund will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Fund, a real or potential conflict of interest cannot be cured.

8. Confidentiality and Non-Disclosure.

(a) For the purposes of this section, “Confidential Information” means any information not generally known to the public, whether oral or written, that the Fund identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Fund pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Fund deems confidential. The Fund will identify written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(b) Confidential Information does not include information that, at the time of Fund disclosure to the Contractor:

- (i) is already in the public domain or becomes publicly known through no act of the Contractor;
- (ii) is already known by the Contractor free of any confidentially obligations;
- (iii) is information that the Fund has approved in writing for disclosure; or

(iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Fund with notice of such disclosure requirement and opportunity to defend prior to any such disclosure.

(c) The Contractor may use Confidential Information solely for the purposes of providing services to the Fund pursuant to this Agreement. The Contractor shall not make copies of any written Confidential Information except as necessary to perform the services required by this Agreement,” without the express written permission of the Fund. The Fund’s disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right or interest in such Confidential Information and the Fund shall retain all right and title to such Confidential Information at all times.

(d) The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.

(e) Upon written request by the Fund, the Contractor shall return all written Confidential Information to the Fund.

9. Records Retention. Records required by this Agreement to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

10. Notices. All notices required by this Agreement shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if

communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Fund:

Executive Director of the Fund  
One Broadway Center, Suite 602  
Schenectady NY 12305

(b) As to the Contractor:

Company Name:  
Address:

11. Liability and Indemnification. The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, as well as the subcontractors (if any), agents or employees of the Contractor in connection with performance of services under this agreement. The Contractor shall indemnify, defend, and save harmless the Fund, and their officers, directors, board members, employees, and agents, from and against any and all third party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of:

(a) The Contractor, its officers, employees, agents, successors and assigns,  
and/or

(b) A Subcontractor, its officers, employees, agents, successors and assigns.

12. Relationship. The relationship of the Contractor to the Fund arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Fund or by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Fund, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage,

or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Fund, on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Fund against any such liabilities.

13. Force Majeure. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, Force Majeure means fire, explosion, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent.

Neither the Contractor nor the Fund shall be liable to the other for any delay in or failure of performance under the contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contracting Officer to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

14. Documents Incorporated. Appendix A, Standard Clauses for Contracts with the Agriculture and New York State Breeding and Development Fund, the RFP, and the Proposal are hereby incorporated herein to the same force and effect as if set forth at length hereat.

15. Order of Precedence. Any conflict between the provisions of this Agreement and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- (a) Appendix A – Standard Clauses for Contracts with the Agriculture and New York State Breeding and Development Fund;
- (b) Any amendments to the Agreement;
- (c) Agreement;
- (d) Request for Proposal and any clarifying responses by the Fund;
- (e) Vendor Proposal and any clarifying responses by the vendor.

16. Miscellaneous Provisions.

(a) A waiver of enforcement of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement nor shall it preclude the affected party from subsequently enforcing such provision.

(b) This instrument and the documents incorporated herein represent the entire agreement between the Fund and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the respective parties.

(c) The headings contained in this Agreement are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Agreement.

(d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Fund or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(e) The Executive Director of the Fund or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time,

when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Fund or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[CONTRACTOR NAME]

THE AGRICULTURE AND NEW  
YORK STATE HORSE BREEDING  
DEVELOPMENT FUND

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print)

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Acknowledgement

### **ACKNOWLEDGEMENT BY INDIVIDUAL STATE OF NEW YORK )**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION STATE OF NEW YORK )**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
Notary Public

### **ACKNOWLEDGEMENT BY CORPORATION STATE OF NEW YORK )**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPENDIX C**

**Procurement Lobbying  
Bidder/Offeror Disclosure/Certification Form**

**BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM**

**CONTRACT/PROJECT DESCRIPTION:** Equine Marketing and Public Relations

**CONTRACT/PROJECT NUMBER:** #2017-02

**RESTRICTED PERIOD FOR THIS PROCUREMENT:** January 30, 2017 through approval by the Agriculture and NYS Horse Breeding Development Fund's Board of Trustees.

**PERMISSABLE CONTACTS:** Ron Ochrym or Mark Stuart

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k.  I agree

2. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

(a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes  No

If yes, please answer the following question:

(b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes  No

(c) If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes  No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility (attach additional sheets if necessary):

(d) Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes  No

If yes, provide details:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_

3. TERMINATION CLAUSE:

Contractor certifies that all information provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete true and accurate. If found to be in violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.

I agree

**Name of Contractor's Firm/Company:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Contractor's signature:** \_\_\_\_\_

*I understand that my signature represents that I am signing and responding to both certifications listed above*

**Print Name:** \_\_\_\_\_

**Occupation of Person signing this form:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## **APPENDIX D**

### **Non-Collusive Bidding Certification**

**Non-Collusive Bidding Certification  
Required By Section 139-D of the State Finance Law**

**By submission of this bid, bidder and each person signing on behalf of bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:**

**[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;**

**[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and**

**[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.**

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

**[AFFIX ADDEDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]**

**Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_ as the act and deed of said corporation.**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

## **APPENDIX E**

### **Sales & Use Tax (Section 5-a – Tax Law)**

**ST-220-CA: Contractor Certification to Covered Agency**

**ST-220-TD: Contractor Certification to Tax Department**



# Contractor Certification

(Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)		City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description		Covered agency telephone number ( )	
Covered agency address	City	State	ZIP code	
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?				
Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>				

### General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0826**

### Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

### Need help?

 Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- check for new online services and features

#### Telephone assistance

**Sales Tax** Information Center: (518) 485-2889  
To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 – Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 – Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 – Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)







# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_
of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_
of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said
partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_,
LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain
personal information pursuant to the New York State Tax Law, including but
not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096,
1142, and 1415 of that Law; and may require disclosure of social security
numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities
and, when authorized by law, for certain tax offset and exchange of tax
information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided
to certain state agencies for purposes of fraud prevention, support
enforcement, evaluation of the effectiveness of certain employment and
training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or
criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management,
NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone
(518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance
Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with
hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the
Americans with Disabilities Act, we will ensure that our
lobbies, offices, meeting rooms, and other facilities are
accessible to persons with disabilities. If you have questions
about special accommodations for persons with disabilities, call the
information center.

## **APPENDIX F**

### **Subcontractors and Suppliers**



## **APPENDIX G**

### **EEO and MWBE Program**

**G: Contractor Requirements and Procedures for Business Participation Opportunities for EEO and MWBE Program**

**G-1: Work Force Employment Utilization Report Instructions**

**G-2: Work Force Employment Staffing Plan**

**G-3: Work Force Employment Periodic Report**

**G-4: MWBE Utilization Plan Form**

**G-5: MWBE Quarterly Subcontracting/Supplier Activity Report**

**G-6: MWBE Request for Waiver Form**

**PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The NYS Agriculture and Horse Breeding Development Fund (the “Fund”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) 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 or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Hwpf, to fully comply and cooperate with the Hwpf in y g implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The 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 Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to the Hwpf pursuant to the Contract and applicable law.

**II. Contract Goals**

\*\*\*\*\*For purposes of this solicitation, the Hwpf hereby establishes an overall goal of **30%** \*\*\*\*\*for MWBE participation, based on the current availability of qualified MBEs and WBEs.

- A. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- B. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be

applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25percent of the total value of the contract.

- C. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
  2. Any responses by MWBEs to the Contractor’s outreach;
  3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Hwpf with MWBEs; and,
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **III. Equal Employment Opportunity (“EEO”)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract 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 Hwpf within seventy-two (72) hours after the date of the notice by the Hwpf to award the Contract to the Contractor.
  3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Hwpf may require the Contractor or subcontractor to adopt a model statement (see Form – 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. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, 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 the Contract.

#### C. Form I -2- Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by the Hwpf.

#### D. Form I -3 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Hwpf on a quarterly basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors 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.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by the Hwpf, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Hwpf, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Hwpf shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### **V. Waivers**

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Hwpf. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Hwpf shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the Hwpf, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Hwpf may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to the Hwpf by the 10<sup>th</sup> day following the end of each quarter during the term of the Contract.

#### **VII. Liquidated Damages - MWBE Participation**

- A. Where the Hwpf determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Hwpf 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 Hwpf, the Contractor shall pay such liquidated damages to the Hwpf within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

**EEO**

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 the Hwpf "cpf solicit bids from them directly.
- (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. The 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, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

(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 will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status 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 disability or marital status.

(c) At the request of the contracting agency, 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors 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) This 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 the State contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_percent Minority and Women's Business Enterprise Participation

\_\_\_\_\_percent Minority Business Enterprise Participation

\_\_\_\_\_percent Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Instructions for Submitting the Workforce Utilization Report**

The Workforce Utilization Report (“Report”) is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce shall be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, within ten (10) days of the end of each month or quarter, whichever is applicable.

### **Instructions for Completing the Workforce Utilization Report**

1. Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. Enter the number of the contract that the Report applies to along with the name and address of the contractor or subcontractor for which the Report has been prepared.
3. Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report.
4. Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
5. Verify that job titles are provided under the column titled “SOC Job Title” for each employee whose work will be reflected on the Report. If a necessary job title is not included, please add the corresponding job category, title and corresponding job code to the “EEO 1 Job Categories” “SOC Job Title” and “SOC Job Code” columns from the list of job categories, SOC titles, and SOC codes reflected on the attached Classification Guide.
6. In the first group of boxes, identify the number of hours worked by persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
7. In the second group of boxes, identify the number of persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
8. Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

### **Race/Ethnic Identification**

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must 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 Report 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/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER 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 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.

### Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact the Executive Director [of the Fund.](#)

**WORK FORCE EMPLOYMENT STAFFING PLAN**

Project/RFP Title \_\_\_\_\_ Location of Contract \_\_\_\_\_  
 County \_\_\_\_\_ Zip \_\_\_\_\_  
 Contractor/Firm Name \_\_\_\_\_ Address \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_

Check applicable categories (1) Staff Estimates include: Contract/Project Staff \_\_ Total Work Force \_\_ Subcontractors \_\_  
 (2) Type of Contract: Construction Consultants \_\_ Commodities \_\_ Services/Consultants \_\_

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
<b>TOTALS</b>												

Company Official's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Telephone Number \_\_\_\_\_



# EEO-1 JOB CLASSIFICATION GUIDE, 2014

## (Effective beginning with the 2014 EEO-1 survey)

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Exec/Senior Offs & Mgrs.	Chief Executives *** (See Details in Bottom Note)	11-1011	0010
First/Mid Offs & Mgrs.	General and Operations Managers	11-1021	0020
First/Mid Offs & Mgrs.	Advertising and Promotions Managers	11-2011	0040
First/Mid Offs & Mgrs.	Marketing Managers	11-2021	0050
First/Mid Offs & Mgrs.	Sales Managers	11-2022	0050
First/Mid Offs & Mgrs.	Public Relations and Fundraising Managers	11-2031	0060
First/Mid Offs & Mgrs.	Administrative Services Managers	11-3011	0100
First/Mid Offs & Mgrs.	Computer and Information Systems Managers	11-3021	0110
First/Mid Offs & Mgrs.	Financial Managers	11-3031	0120
First/Mid Offs & Mgrs.	Industrial Production Managers	11-3051	0140
First/Mid Offs & Mgrs.	Purchasing Managers	11-3061	0150
First/Mid Offs & Mgrs.	Transportation, Storage, and Distribution Managers	11-3071	0160
First/Mid Offs & Mgrs.	Compensation and Benefits Managers	11-3111	0135
First/Mid Offs & Mgrs.	Human Resources Managers	11-3121	0136
First/Mid Offs & Mgrs.	Training and Development Managers	11-3131	0137
First/Mid Offs & Mgrs.	Farmers, Ranchers, and Other Agricultural Managers	11-9013	0205
First/Mid Offs & Mgrs.	Construction Managers	11-9021	0220
First/Mid Offs & Mgrs.	Education Administrators, Preschool and Childcare Center/Program	11-9031	0230
First/Mid Offs & Mgrs.	Education Administrators, Elementary and Secondary School	11-9032	0230
First/Mid Offs & Mgrs.	Education Administrators, Postsecondary	11-9033	0230
First/Mid Offs & Mgrs.	Education Administrators, All Other	11-9039	0230
First/Mid Offs & Mgrs.	Architectural and Engineering Managers	11-9041	0300
First/Mid Offs & Mgrs.	Food Service Managers	11-9051	0310
First/Mid Offs & Mgrs.	Funeral Service Managers	11-9061	0430
First/Mid Offs & Mgrs.	Gaming Managers	11-9071	0330
First/Mid Offs & Mgrs.	Lodging Managers	11-9081	0340
First/Mid Offs & Mgrs.	Medical and Health Services Managers	11-9111	0350
First/Mid Offs & Mgrs.	Natural Sciences Managers	11-9121	0360
First/Mid Offs & Mgrs.	Postmasters and Mail Superintendents	11-9131	0430
First/Mid Offs & Mgrs.	Property, Real Estate, and Community Association Managers	11-9141	0410
First/Mid Offs & Mgrs.	Social and Community Service Managers	11-9151	0420
First/Mid Offs & Mgrs.	Emergency Management Directors	11-9161	0425
First/Mid Offs & Mgrs.	Managers, All Other	11-9199	0430
First/Mid Offs & Mgrs.	Morticians, Undertakers, and Funeral Directors	39-4031	4465
Professionals	Agents and Business Managers of Artists, Performers, and Athletes	13-1011	0500
Professionals	Buyers and Purchasing Agents, Farm Products	13-1021	0510
Professionals	Wholesale and Retail Buyers, Except Farm Products	13-1022	0520
Professionals	Purchasing Agents, Except Wholesale, Retail, and Farm Products	13-1023	0530

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Claims Adjusters, Examiners, and Investigators	13-1031	0540
Professionals	Insurance Appraisers, Auto Damage	13-1032	0540
Professionals	Compliance Officers	13-1041	0565
Professionals	Cost Estimators	13-1051	0600
Professionals	Human Resources Specialists	13-1071	0630
Professionals	Farm Labor Contractors	13-1074	0630
Professionals	Labor Relations Specialists	13-1075	0630
Professionals	Logisticians	13-1081	0700
Professionals	Management Analysts	13-1111	0710
Professionals	Meeting, Convention, and Event Planners	13-1121	0725
Professionals	Fundraisers	13-1131	0726
Professionals	Compensation, Benefits, and Job Analysis Specialists	13-1141	0640
Professionals	Training and Development Specialists	13-1151	0650
Professionals	Market Research Analysts and Marketing Specialists	13-1161	0735
Professionals	Business Operations Specialists, All Other	13-1199	0740
Professionals	Accountants and Auditors	13-2011	0800
Professionals	Appraisers and Assessors of Real Estate	13-2021	0810
Professionals	Budget Analysts	13-2031	0820
Professionals	Credit Analysts	13-2041	0830
Professionals	Financial Analysts	13-2051	0840
Professionals	Personal Financial Advisors	13-2052	0850
Professionals	Insurance Underwriters	13-2053	0860
Professionals	Financial Examiners	13-2061	0900
Professionals	Credit Counselors	13-2071	0910
Professionals	Loan Officers	13-2072	0910
Professionals	Tax Examiners and Collectors, and Revenue Agents	13-2081	0930
Professionals	Tax Preparers	13-2082	0940
Professionals	Financial Specialists, All Other	13-2099	0950
Professionals	Computer and Information Research Scientists	15-1111	1005
Professionals	Computer Systems Analysts	15-1121	1006
Professionals	Information Security Analysts	15-1122	1007
Professionals	Computer Programmers	15-1131	1010
Professionals	Software Developers, Applications	15-1132	1020
Professionals	Software Developers, Systems Software	15-1133	1020
Professionals	Web Developers	15-1134	1030
Professionals	Database Administrators	15-1141	1060
Professionals	Network and Computer Systems Administrators	15-1142	1105
Professionals	Computer Network Architects	15-1143	1106
Professionals	Computer User Support Specialists	15-1151	1050
Professionals	Computer Network Support Specialists	15-1152	1050
Professionals	Computer Occupations, All Other	15-1199	1107

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Actuaries	15-2011	1200
Professionals	Mathematicians	15-2021	1240
Professionals	Operations Research Analysts	15-2031	1220
Professionals	Statisticians	15-2041	1240
Professionals	Mathematical Technicians	15-2091	1240
Professionals	Mathematical Science Occupations, All Other	15-2099	1240
Professionals	Architects, Except Landscape and Naval	17-1011	1300
Professionals	Landscape Architects	17-1012	1300
Professionals	Cartographers and Photogrammetrists	17-1021	1310
Professionals	Surveyors	17-1022	1310
Professionals	Aerospace Engineers	17-2011	1320
Professionals	Agricultural Engineers	17-2021	1340
Professionals	Biomedical Engineers	17-2031	1340
Professionals	Chemical Engineers	17-2041	1350
Professionals	Civil Engineers	17-2051	1520
Professionals	Computer Hardware Engineers	17-2061	1400
Professionals	Electrical Engineers	17-2071	1410
Professionals	Electronics Engineers, Except Computer	17-2072	1410
Professionals	Environmental Engineers	17-2081	1420
Professionals	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors	17-2111	1430
Professionals	Industrial Engineers	17-2112	1430
Professionals	Marine Engineers and Naval Architects	17-2121	1440
Professionals	Materials Engineers	17-2131	1450
Professionals	Mechanical Engineers	17-2141	1460
Professionals	Mining and Geological Engineers, Including Mining Safety Engineers	17-2151	1520
Professionals	Nuclear Engineers	17-2161	1530
Professionals	Petroleum Engineers	17-2171	1520
Professionals	Engineers, All Other	17-2199	1530
Professionals	Animal Scientists	19-1011	1600
Professionals	Food Scientists and Technologists	19-1012	1600
Professionals	Soil and Plant Scientists	19-1013	1600
Professionals	Biochemists and Biophysicists	19-1021	1610
Professionals	Microbiologists	19-1022	1610
Professionals	Zoologists and Wildlife Biologists	19-1023	1610
Professionals	Biological Scientists, All Other	19-1029	1610
Professionals	Conservation Scientists	19-1031	1640
Professionals	Foresters	19-1032	1640
Professionals	Epidemiologists	19-1041	1650
Professionals	Medical Scientists, Except Epidemiologists	19-1042	1650
Professionals	Life Scientists, All Other	19-1099	1650
Professionals	Astronomers	19-2011	1700

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Physicists	19-2012	1700
Professionals	Atmospheric and Space Scientists	19-2021	1710
Professionals	Chemists	19-2031	1720
Professionals	Materials Scientists	19-2032	1720
Professionals	Environmental Scientists and Specialists, Including Health	19-2041	1740
Professionals	Geoscientists, Except Hydrologists and Geographers	19-2042	1740
Professionals	Hydrologists	19-2043	1740
Professionals	Physical Scientists, All Other	19-2099	1760
Professionals	Economists	19-3011	1800
Professionals	Survey Researchers	19-3022	1860
Professionals	Clinical, Counseling, and School Psychologists	19-3031	1820
Professionals	Industrial-Organizational Psychologists	19-3032	1820
Professionals	Psychologists, All Other	19-3039	1820
Professionals	Sociologists	19-3041	1860
Professionals	Urban and Regional Planners	19-3051	1840
Professionals	Anthropologists and Archeologists	19-3091	1860
Professionals	Geographers	19-3092	1860
Professionals	Historians	19-3093	1860
Professionals	Political Scientists	19-3094	1860
Professionals	Social Scientists and Related Workers, All Other	19-3099	1860
Professionals	Substance Abuse and Behavioral Disorder Counselors	21-1011	2000
Professionals	Educational, Guidance, School, and Vocational Counselors	21-1012	2000
Professionals	Marriage and Family Therapists	21-1013	2000
Professionals	Mental Health Counselors	21-1014	2000
Professionals	Rehabilitation Counselors	21-1015	2000
Professionals	Counselors, All Other	21-1019	2000
Professionals	Child, Family, and School Social Workers	21-1021	2010
Professionals	Healthcare Social Workers	21-1022	2010
Professionals	Mental Health and Substance Abuse Social Workers	21-1023	2010
Professionals	Social Workers, All Other	21-1029	2010
Professionals	Health Educators	21-1091	2025
Professionals	Probation Officers and Correctional Treatment Specialists	21-1092	2015
Professionals	Community Health Workers	21-1094	2025
Professionals	Community and Social Service Specialists, All Other	21-1099	2025
Professionals	Clergy	21-2011	2040
Professionals	Directors, Religious Activities and Education	21-2021	2050
Professionals	Religious Workers, All Other	21-2099	2060
Professionals	Lawyers	23-1011	2100
Professionals	Judicial Law Clerks	23-1012	2105
Professionals	Administrative Law Judges, Adjudicators, and Hearing Officers	23-1021	2100
Professionals	Arbitrators, Mediators, and Conciliators	23-1022	2100

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Judges, Magistrate Judges, and Magistrates	23-1023	2100
Professionals	Business Teachers, Postsecondary	25-1011	2200
Professionals	Computer Science Teachers, Postsecondary	25-1021	2200
Professionals	Mathematical Science Teachers, Postsecondary	25-1022	2200
Professionals	Architecture Teachers, Postsecondary	25-1031	2200
Professionals	Engineering Teachers, Postsecondary	25-1032	2200
Professionals	Agricultural Sciences Teachers, Postsecondary	25-1041	2200
Professionals	Biological Science Teachers, Postsecondary	25-1042	2200
Professionals	Forestry and Conservation Science Teachers, Postsecondary	25-1043	2200
Professionals	Atmospheric, Earth, Marine, and Space Sciences Teachers, Postsecondary	25-1051	2200
Professionals	Chemistry Teachers, Postsecondary	25-1052	2200
Professionals	Environmental Science Teachers, Postsecondary	25-1053	2200
Professionals	Physics Teachers, Postsecondary	25-1054	2200
Professionals	Anthropology and Archeology Teachers, Postsecondary	25-1061	2200
Professionals	Area, Ethnic, and Cultural Studies Teachers, Postsecondary	25-1062	2200
Professionals	Economics Teachers, Postsecondary	25-1063	2200
Professionals	Geography Teachers, Postsecondary	25-1064	2200
Professionals	Political Science Teachers, Postsecondary	25-1065	2200
Professionals	Psychology Teachers, Postsecondary	25-1066	2200
Professionals	Sociology Teachers, Postsecondary	25-1067	2200
Professionals	Social Sciences Teachers, Postsecondary, All Other	25-1069	2200
Professionals	Health Specialties Teachers, Postsecondary	25-1071	2200
Professionals	Nursing Instructors and Teachers, Postsecondary	25-1072	2200
Professionals	Education Teachers, Postsecondary	25-1081	2200
Professionals	Library Science Teachers, Postsecondary	25-1082	2200
Professionals	Criminal Justice and Law Enforcement Teachers, Postsecondary	25-1111	2200
Professionals	Law Teachers, Postsecondary	25-1112	2200
Professionals	Social Work Teachers, Postsecondary	25-1113	2200
Professionals	Art, Drama, and Music Teachers, Postsecondary	25-1121	2200
Professionals	Communications Teachers, Postsecondary	25-1122	2200
Professionals	English Language and Literature Teachers, Postsecondary	25-1123	2200
Professionals	Foreign Language and Literature Teachers, Postsecondary	25-1124	2200
Professionals	History Teachers, Postsecondary	25-1125	2200
Professionals	Philosophy and Religion Teachers, Postsecondary	25-1126	2200
Professionals	Graduate Teaching Assistants	25-1191	2200
Professionals	Home Economics Teachers, Postsecondary	25-1192	2200
Professionals	Recreation and Fitness Studies Teachers, Postsecondary	25-1193	2200
Professionals	Vocational Education Teachers, Postsecondary	25-1194	2200
Professionals	Postsecondary Teachers, All Other	25-1199	2200
Professionals	Preschool Teachers, Except Special Education	25-2011	2300
Professionals	Kindergarten Teachers, Except Special Education	25-2012	2300

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Elementary School Teachers, Except Special Education	25-2021	2310
Professionals	Middle School Teachers, Except Special and Career/Technical Education	25-2022	2310
Professionals	Career/Technical Education Teachers, Middle School	25-2023	2310
Professionals	Secondary School Teachers, Except Special and Career/Technical Education	25-2031	2320
Professionals	Career/Technical Education Teachers, Secondary School	25-2032	2320
Professionals	Special Education Teachers, Preschool	25-2051	2330
Professionals	Special Education Teachers, Kindergarten and Elementary School	25-2052	2330
Professionals	Special Education Teachers, Middle School	25-2053	2330
Professionals	Special Education Teachers, Secondary School	25-2054	2330
Professionals	Special Education Teachers, All Other	25-2059	2330
Professionals	Adult Basic and Secondary Education and Literacy Teachers and Instructors	25-3011	2340
Professionals	Self-Enrichment Education Teachers	25-3021	2340
Professionals	Teachers and Instructors, All Other	25-3099	2340
Professionals	Archivists	25-4011	2400
Professionals	Curators	25-4012	2400
Professionals	Museum Technicians and Conservators	25-4013	2400
Professionals	Librarians	25-4021	2430
Professionals	Audio-Visual and Multimedia Collections Specialists	25-9011	2550
Professionals	Farm and Home Management Advisors	25-9021	2550
Professionals	Instructional Coordinators	25-9031	2550
Professionals	Education, Training, and Library Workers, All Other	25-9099	2550
Professionals	Art Directors	27-1011	2600
Professionals	Craft Artists	27-1012	2600
Professionals	Fine Artists, Including Painters, Sculptors, and Illustrators	27-1013	2600
Professionals	Multimedia Artists and Animators	27-1014	2600
Professionals	Artists and Related Workers, All Other	27-1019	2600
Professionals	Commercial and Industrial Designers	27-1021	2630
Professionals	Fashion Designers	27-1022	2630
Professionals	Floral Designers	27-1023	2630
Professionals	Graphic Designers	27-1024	2630
Professionals	Interior Designers	27-1025	2630
Professionals	Merchandise Displayers and Window Trimmers	27-1026	2630
Professionals	Set and Exhibit Designers	27-1027	2630
Professionals	Designers, All Other	27-1029	2630
Professionals	Actors	27-2011	2700
Professionals	Producers and Directors	27-2012	2710
Professionals	Athletes and Sports Competitors	27-2021	2720
Professionals	Coaches and Scouts	27-2022	2720
Professionals	Umpires, Referees, and Other Sports Officials	27-2023	2720
Professionals	Dancers	27-2031	2740
Professionals	Choreographers	27-2032	2740

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Music Directors and Composers	27-2041	2750
Professionals	Musicians and Singers	27-2042	2750
Professionals	Entertainers and Performers, Sports and Related Workers, All Other	27-2099	2760
Professionals	Radio and Television Announcers	27-3011	2800
Professionals	Public Address System and Other Announcers	27-3012	2800
Professionals	Broadcast News Analysts	27-3021	2810
Professionals	Reporters and Correspondents	27-3022	2810
Professionals	Public Relations Specialists	27-3031	2825
Professionals	Editors	27-3041	2830
Professionals	Technical Writers	27-3042	2840
Professionals	Writers and Authors	27-3043	2850
Professionals	Interpreters and Translators	27-3091	2860
Professionals	Media and Communication Workers, All Other	27-3099	2860
Professionals	Photographers	27-4021	2910
Professionals	Camera Operators, Television, Video, and Motion Picture	27-4031	2920
Professionals	Film and Video Editors	27-4032	2920
Professionals	Chiropractors	29-1011	3000
Professionals	Dentists, General	29-1021	3010
Professionals	Oral and Maxillofacial Surgeons	29-1022	3010
Professionals	Orthodontists	29-1023	3010
Professionals	Prosthodontists	29-1024	3010
Professionals	Dentists, All Other Specialists	29-1029	3010
Professionals	Dietitians and Nutritionists	29-1031	3030
Professionals	Optometrists	29-1041	3040
Professionals	Pharmacists	29-1051	3050
Professionals	Anesthesiologists	29-1061	3060
Professionals	Family and General Practitioners	29-1062	3060
Professionals	Internists, General	29-1063	3060
Professionals	Obstetricians and Gynecologists	29-1064	3060
Professionals	Pediatricians, General	29-1065	3060
Professionals	Psychiatrists	29-1066	3060
Professionals	Surgeons	29-1067	3060
Professionals	Physicians and Surgeons, All Other	29-1069	3060
Professionals	Physician Assistants	29-1071	3110
Professionals	Podiatrists	29-1081	3120
Professionals	Occupational Therapists	29-1122	3150
Professionals	Physical Therapists	29-1123	3160
Professionals	Radiation Therapists	29-1124	3200
Professionals	Recreational Therapists	29-1125	3210
Professionals	Respiratory Therapists	29-1126	3220
Professionals	Speech-Language Pathologists	29-1127	3230

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Professionals	Exercise Physiologists	29-1128	3245
Professionals	Therapists, All Other	29-1129	3245
Professionals	Veterinarians	29-1131	3250
Professionals	Registered Nurses	29-1141	3255
Professionals	Nurse Anesthetists	29-1151	3256
Professionals	Nurse Midwives	29-1161	3258
Professionals	Nurse Practitioners	29-1171	3258
Professionals	Audiologists	29-1181	3140
Professionals	Health Diagnosing and Treating Practitioners, All Other	29-1199	3260
Professionals	Animal Trainers	39-2011	4340
Professionals	Sales Engineers	41-9031	4930
Professionals	Agricultural Inspectors	45-2011	6010
Professionals	Construction and Building Inspectors	47-4011	6660
Professionals	Airline Pilots, Copilots, and Flight Engineers	53-2011	9030
Professionals	Commercial Pilots	53-2012	9030
Professionals	Transportation Inspectors	53-6051	9410
Technicians	Architectural and Civil Drafters	17-3011	1540
Technicians	Electrical and Electronics Drafters	17-3012	1540
Technicians	Mechanical Drafters	17-3013	1540
Technicians	Drafters, All Other	17-3019	1540
Technicians	Aerospace Engineering and Operations Technicians	17-3021	1550
Technicians	Civil Engineering Technicians	17-3022	1550
Technicians	Electrical and Electronics Engineering Technicians	17-3023	1550
Technicians	Electro-Mechanical Technicians	17-3024	1550
Technicians	Environmental Engineering Technicians	17-3025	1550
Technicians	Industrial Engineering Technicians	17-3026	1550
Technicians	Mechanical Engineering Technicians	17-3027	1550
Technicians	Engineering Technicians, Except Drafters, All Other	17-3029	1550
Technicians	Surveying and Mapping Technicians	17-3031	1560
Technicians	Agricultural and Food Science Technicians	19-4011	1900
Technicians	Biological Technicians	19-4021	1910
Technicians	Chemical Technicians	19-4031	1920
Technicians	Geological and Petroleum Technicians	19-4041	1930
Technicians	Nuclear Technicians	19-4051	1930
Technicians	Social Science Research Assistants	19-4061	1965
Technicians	Environmental Science and Protection Technicians, Including Health	19-4091	1965
Technicians	Forensic Science Technicians	19-4092	1965
Technicians	Forest and Conservation Technicians	19-4093	1965
Technicians	Life, Physical, and Social Science Technicians, All Other	19-4099	1965
Technicians	Audio and Video Equipment Technicians	27-4011	2900
Technicians	Broadcast Technicians	27-4012	2900

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Technicians	Radio Operators	27-4013	2900
Technicians	Sound Engineering Technicians	27-4014	2900
Technicians	Media and Communication Equipment Workers, All Other	27-4099	2900
Technicians	Medical and Clinical Laboratory Technologists	29-2011	3300
Technicians	Medical and Clinical Laboratory Technicians	29-2012	3300
Technicians	Dental Hygienists	29-2021	3310
Technicians	Cardiovascular Technologists and Technicians	29-2031	3320
Technicians	Diagnostic Medical Sonographers	29-2032	3320
Technicians	Nuclear Medicine Technologists	29-2033	3320
Technicians	Radiologic Technologists	29-2034	3320
Technicians	Magnetic Resonance Imaging Technologists	29-2035	3320
Technicians	Emergency Medical Technicians and Paramedics	29-2041	3400
Technicians	Dietetic Technicians	29-2051	3420
Technicians	Pharmacy Technicians	29-2052	3420
Technicians	Psychiatric Technicians	29-2053	3420
Technicians	Respiratory Therapy Technicians	29-2054	3420
Technicians	Surgical Technologists	29-2055	3420
Technicians	Veterinary Technologists and Technicians	29-2056	3420
Technicians	Ophthalmic Medical Technicians	29-2057	3420
Technicians	Licensed Practical and Licensed Vocational Nurses	29-2061	3500
Technicians	Medical Records and Health Information Technicians	29-2071	3510
Technicians	Opticians, Dispensing	29-2081	3520
Technicians	Orthotists and Prosthetists	29-2091	3535
Technicians	Hearing Aid Specialists	29-2092	3535
Technicians	Health Technologists and Technicians, All Other	29-2099	3535
Technicians	Occupational Health and Safety Specialists	29-9011	3540
Technicians	Occupational Health and Safety Technicians	29-9012	3540
Technicians	Athletic Trainers	29-9091	3540
Technicians	Genetic Counselors	29-9092	3540
Technicians	Healthcare Practitioners and Technical Workers, All Other	29-9099	3540
Technicians	Air Traffic Controllers	53-2021	9040
Technicians	Airfield Operations Specialists	53-2022	9040
Sales Workers	First-Line Supervisors of Retail Sales Workers	41-1011	4700
Sales Workers	First-Line Supervisors of Non-Retail Sales Workers	41-1012	4710
Sales Workers	Cashiers	41-2011	4720
Sales Workers	Gaming Change Persons and Booth Cashiers	41-2012	4720
Sales Workers	Counter and Rental Clerks	41-2021	4740
Sales Workers	Parts Salespersons	41-2022	4750
Sales Workers	Retail Salespersons	41-2031	4760
Sales Workers	Advertising Sales Agents	41-3011	4800
Sales Workers	Insurance Sales Agents	41-3021	4810

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Sales Workers	Securities, Commodities, and Financial Services Sales Agents	41-3031	4820
Sales Workers	Travel Agents	41-3041	4830
Sales Workers	Sales Representatives, Services, All Other	41-3099	4840
Sales Workers	Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	41-4011	4850
Sales Workers	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	41-4012	4850
Sales Workers	Demonstrators and Product Promoters	41-9011	4900
Sales Workers	Models	41-9012	4900
Sales Workers	Real Estate Brokers	41-9021	4920
Sales Workers	Real Estate Sales Agents	41-9022	4920
Sales Workers	Telemarketers	41-9041	4940
Sales Workers	Door-to-Door Sales Workers, News and Street Vendors, and Related Workers	41-9091	4950
Sales Workers	Sales and Related Workers, All Other	41-9099	4965
Administrative Support Workers	Social and Human Service Assistants	21-1093	2016
Administrative Support Workers	Paralegals and Legal Assistants	23-2011	2145
Administrative Support Workers	Court Reporters	23-2091	2160
Administrative Support Workers	Title Examiners, Abstractors, and Searchers	23-2093	2160
Administrative Support Workers	Legal Support Workers, All Other	23-2099	2160
Administrative Support Workers	Library Technicians	25-4031	2440
Administrative Support Workers	Teacher Assistants	25-9041	2540
Administrative Support Workers	Medical Transcriptionists	31-9094	3646
Administrative Support Workers	First-Line Supervisors of Office and Administrative Support Workers	43-1011	5000
Administrative Support Workers	Switchboard Operators, Including Answering Service	43-2011	5010
Administrative Support Workers	Telephone Operators	43-2021	5020
Administrative Support Workers	Communications Equipment Operators, All Other	43-2099	5030
Administrative Support Workers	Bill and Account Collectors	43-3011	5100
Administrative Support Workers	Billing and Posting Clerks	43-3021	5110
Administrative Support Workers	Bookkeeping, Accounting, and Auditing Clerks	43-3031	5120
Administrative Support Workers	Gaming Cage Workers	43-3041	5130
Administrative Support Workers	Payroll and Timekeeping Clerks	43-3051	5140
Administrative Support Workers	Procurement Clerks	43-3061	5150
Administrative Support Workers	Tellers	43-3071	5160

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Administrative Support Workers	Financial Clerks, All Other	43-3099	5165
Administrative Support Workers	Brokerage Clerks	43-4011	5200
Administrative Support Workers	Correspondence Clerks	43-4021	5350
Administrative Support Workers	Court, Municipal, and License Clerks	43-4031	5220
Administrative Support Workers	Credit Authorizers, Checkers, and Clerks	43-4041	5230
Administrative Support Workers	Customer Service Representatives	43-4051	5240
Administrative Support Workers	Eligibility Interviewers, Government Programs	43-4061	5250
Administrative Support Workers	File Clerks	43-4071	5260
Administrative Support Workers	Hotel, Motel, and Resort Desk Clerks	43-4081	5300
Administrative Support Workers	Interviewers, Except Eligibility and Loan	43-4111	5310
Administrative Support Workers	Library Assistants, Clerical	43-4121	5320
Administrative Support Workers	Loan Interviewers and Clerks	43-4131	5330
Administrative Support Workers	New Accounts Clerks	43-4141	5340
Administrative Support Workers	Order Clerks	43-4151	5350
Administrative Support Workers	Human Resources Assistants, Except Payroll and Timekeeping	43-4161	5360
Administrative Support Workers	Receptionists and Information Clerks	43-4171	5400
Administrative Support Workers	Reservation and Transportation Ticket Agents and Travel Clerks	43-4181	5410
Administrative Support Workers	Information and Record Clerks, All Other	43-4199	5420
Administrative Support Workers	Cargo and Freight Agents	43-5011	5500
Administrative Support Workers	Couriers and Messengers	43-5021	5510
Administrative Support Workers	Police, Fire, and Ambulance Dispatchers	43-5031	5520
Administrative Support Workers	Dispatchers, Except Police, Fire, and Ambulance	43-5032	5520
Administrative Support Workers	Meter Readers, Utilities	43-5041	5530
Administrative Support Workers	Postal Service Clerks	43-5051	5540
Administrative Support Workers	Postal Service Mail Carriers	43-5052	5550
Administrative Support Workers	Postal Service Mail Sorters, Processors, and Processing Machine Operators	43-5053	5560
Administrative Support Workers	Production, Planning, and Expediting Clerks	43-5061	5600

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Administrative Support Workers	Shipping, Receiving, and Traffic Clerks	43-5071	5610
Administrative Support Workers	Stock Clerks and Order Fillers	43-5081	5620
Administrative Support Workers	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	43-5111	5630
Administrative Support Workers	Executive Secretaries and Executive Administrative Assistants	43-6011	5700
Administrative Support Workers	Legal Secretaries	43-6012	5700
Administrative Support Workers	Medical Secretaries	43-6013	5700
Administrative Support Workers	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	43-6014	5700
Administrative Support Workers	Computer Operators	43-9011	5800
Administrative Support Workers	Data Entry Keyers	43-9021	5810
Administrative Support Workers	Word Processors and Typists	43-9022	5820
Administrative Support Workers	Desktop Publishers	43-9031	5940
Administrative Support Workers	Insurance Claims and Policy Processing Clerks	43-9041	5840
Administrative Support Workers	Mail Clerks and Mail Machine Operators, Except Postal Service	43-9051	5850
Administrative Support Workers	Office Clerks, General	43-9061	5860
Administrative Support Workers	Office Machine Operators, Except Computer	43-9071	5900
Administrative Support Workers	Proofreaders and Copy Markers	43-9081	5910
Administrative Support Workers	Statistical Assistants	43-9111	5920
Administrative Support Workers	Office and Administrative Support Workers, All Other	43-9199	5940
Craft Workers	First-Line Supervisors of Construction Trades and Extraction Workers	47-1011	6200
Craft Workers	Boilermakers	47-2011	6210
Craft Workers	Brickmasons and Blockmasons	47-2021	6220
Craft Workers	Stonemasons	47-2022	6220
Craft Workers	Carpenters	47-2031	6230
Craft Workers	Carpet Installers	47-2041	6240
Craft Workers	Floor Layers, Except Carpet, Wood, and Hard Tiles	47-2042	6240
Craft Workers	Floor Sanders and Finishers	47-2043	6240
Craft Workers	Tile and Marble Setters	47-2044	6240
Craft Workers	Cement Masons and Concrete Finishers	47-2051	6250
Craft Workers	Terrazzo Workers and Finishers	47-2053	6250
Craft Workers	Paving, Surfacing, and Tamping Equipment Operators	47-2071	6300
Craft Workers	Pile-Driver Operators	47-2072	6320
Craft Workers	Operating Engineers and Other Construction Equipment Operators	47-2073	6320

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Craft Workers	Drywall and Ceiling Tile Installers	47-2081	6330
Craft Workers	Tapers	47-2082	6330
Craft Workers	Electricians	47-2111	6355
Craft Workers	Glaziers	47-2121	6360
Craft Workers	Insulation Workers, Floor, Ceiling, and Wall	47-2131	6400
Craft Workers	Insulation Workers, Mechanical	47-2132	6400
Craft Workers	Painters, Construction and Maintenance	47-2141	6420
Craft Workers	Paperhangers	47-2142	6430
Craft Workers	Pipelayers	47-2151	6440
Craft Workers	Plumbers, Pipefitters, and Steamfitters	47-2152	6440
Craft Workers	Plasterers and Stucco Masons	47-2161	6460
Craft Workers	Reinforcing Iron and Rebar Workers	47-2171	6500
Craft Workers	Roofers	47-2181	6515
Craft Workers	Sheet Metal Workers	47-2211	6520
Craft Workers	Structural Iron and Steel Workers	47-2221	6530
Craft Workers	Solar Photovoltaic Installers	47-2231	6765
Craft Workers	Elevator Installers and Repairers	47-4021	6700
Craft Workers	Fence Erectors	47-4031	6710
Craft Workers	Hazardous Materials Removal Workers	47-4041	6720
Craft Workers	Highway Maintenance Workers	47-4051	6730
Craft Workers	Rail-Track Laying and Maintenance Equipment Operators	47-4061	6740
Craft Workers	Septic Tank Servicers and Sewer Pipe Cleaners	47-4071	6765
Craft Workers	Segmental Pavers	47-4091	6765
Craft Workers	Construction and Related Workers, All Other	47-4099	6765
Craft Workers	Derrick Operators, Oil and Gas	47-5011	6800
Craft Workers	Rotary Drill Operators, Oil and Gas	47-5012	6800
Craft Workers	Service Unit Operators, Oil, Gas, and Mining	47-5013	6800
Craft Workers	Earth Drillers, Except Oil and Gas	47-5021	6820
Craft Workers	Explosives Workers, Ordnance Handling Experts, and Blasters	47-5031	6830
Craft Workers	Continuous Mining Machine Operators	47-5041	6840
Craft Workers	Mine Cutting and Channeling Machine Operators	47-5042	6840
Craft Workers	Mining Machine Operators, All Other	47-5049	6840
Craft Workers	Rock Splitters, Quarry	47-5051	6940
Craft Workers	Roof Bolters, Mining	47-5061	6940
Craft Workers	Roustabouts, Oil and Gas	47-5071	6800
Craft Workers	Helpers--Extraction Workers	47-5081	6940
Craft Workers	Extraction Workers, All Other	47-5099	6940
Craft Workers	First-Line Supervisors of Mechanics, Installers, and Repairers	49-1011	7000
Craft Workers	Computer, Automated Teller, and Office Machine Repairers	49-2011	7010
Craft Workers	Radio, Cellular, and Tower Equipment Installers and Repairs	49-2021	7020
Craft Workers	Telecommunications Equipment Installers and Repairers, Except Line Installers	49-2022	7020

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Craft Workers	Avionics Technicians	49-2091	7030
Craft Workers	Electric Motor, Power Tool, and Related Repairers	49-2092	7040
Craft Workers	Electrical and Electronics Installers and Repairers, Transportation Equipment	49-2093	7100
Craft Workers	Electrical and Electronics Repairers, Commercial and Industrial Equipment	49-2094	7100
Craft Workers	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	49-2095	7100
Craft Workers	Electronic Equipment Installers and Repairers, Motor Vehicles	49-2096	7110
Craft Workers	Electronic Home Entertainment Equipment Installers and Repairers	49-2097	7120
Craft Workers	Security and Fire Alarm Systems Installers	49-2098	7130
Craft Workers	Aircraft Mechanics and Service Technicians	49-3011	7140
Craft Workers	Automotive Body and Related Repairers	49-3021	7150
Craft Workers	Automotive Glass Installers and Repairers	49-3022	7160
Craft Workers	Automotive Service Technicians and Mechanics	49-3023	7200
Craft Workers	Bus and Truck Mechanics and Diesel Engine Specialists	49-3031	7210
Craft Workers	Farm Equipment Mechanics and Service Technicians	49-3041	7220
Craft Workers	Mobile Heavy Equipment Mechanics, Except Engines	49-3042	7220
Craft Workers	Rail Car Repairers	49-3043	7220
Craft Workers	Motorboat Mechanics and Service Technicians	49-3051	7240
Craft Workers	Motorcycle Mechanics	49-3052	7240
Craft Workers	Outdoor Power Equipment and Other Small Engine Mechanics	49-3053	7240
Craft Workers	Bicycle Repairers	49-3091	7260
Craft Workers	Recreational Vehicle Service Technicians	49-3092	7260
Craft Workers	Tire Repairers and Changers	49-3093	7260
Craft Workers	Mechanical Door Repairers	49-9011	7300
Craft Workers	Control and Valve Installers and Repairers, Except Mechanical Door	49-9012	7300
Craft Workers	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	49-9021	7315
Craft Workers	Home Appliance Repairers	49-9031	7320
Craft Workers	Industrial Machinery Mechanics	49-9041	7330
Craft Workers	Maintenance Workers, Machinery	49-9043	7350
Craft Workers	Millwrights	49-9044	7360
Craft Workers	Refractory Materials Repairers, Except Brickmasons	49-9045	7330
Craft Workers	Electrical Power-Line Installers and Repairers	49-9051	7410
Craft Workers	Telecommunications Line Installers and Repairers	49-9052	7420
Craft Workers	Camera and Photographic Equipment Repairers	49-9061	7430
Craft Workers	Medical Equipment Repairers	49-9062	7430
Craft Workers	Musical Instrument Repairers and Tuners	49-9063	7430
Craft Workers	Watch Repairers	49-9064	7430
Craft Workers	Precision Instrument and Equipment Repairers, All Other	49-9069	7430
Craft Workers	Maintenance and Repair Workers, General	49-9071	7340
Craft Workers	Wind Turbine Service Technicians	49-9081	7630
Craft Workers	Coin, Vending, and Amusement Machine Servicers and Repairers	49-9091	7510
Craft Workers	Commercial Divers	49-9092	7630

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Craft Workers	Fabric Menders, Except Garment	49-9093	7630
Craft Workers	Locksmiths and Safe Repairers	49-9094	7540
Craft Workers	Manufactured Building and Mobile Home Installers	49-9095	7550
Craft Workers	Riggers	49-9096	7560
Craft Workers	Signal and Track Switch Repairers	49-9097	7630
Craft Workers	Installation, Maintenance, and Repair Workers, All Other	49-9099	7630
Craft Workers	Structural Metal Fabricators and Fitters	51-2041	7740
Craft Workers	Machinists	51-4041	8030
Craft Workers	Model Makers, Metal and Plastic	51-4061	8060
Craft Workers	Patternmakers, Metal and Plastic	51-4062	8060
Craft Workers	Tool and Die Makers	51-4111	8130
Craft Workers	Prepress Technicians and Workers	51-5111	8250
Craft Workers	Print Binding and Finishing Workers	51-5113	8256
Craft Workers	Shoe and Leather Workers and Repairers	51-6041	8330
Craft Workers	Sewers, Hand	51-6051	8350
Craft Workers	Tailors, Dressmakers, and Custom Sewers	51-6052	8350
Craft Workers	Upholsterers	51-6093	8450
Craft Workers	Cabinetmakers and Bench Carpenters	51-7011	8500
Craft Workers	Furniture Finishers	51-7021	8510
Craft Workers	Model Makers, Wood	51-7031	8550
Craft Workers	Patternmakers, Wood	51-7032	8550
Craft Workers	Woodworkers, All Other	51-7099	8550
Craft Workers	Nuclear Power Reactor Operators	51-8011	8600
Craft Workers	Power Distributors and Dispatchers	51-8012	8600
Craft Workers	Power Plant Operators	51-8013	8600
Craft Workers	Stationary Engineers and Boiler Operators	51-8021	8610
Craft Workers	Water and Wastewater Treatment Plant and System Operators	51-8031	8620
Craft Workers	Jewelers and Precious Stone and Metal Workers	51-9071	8750
Craft Workers	Dental Laboratory Technicians	51-9081	8760
Craft Workers	Medical Appliance Technicians	51-9082	8760
Craft Workers	Ophthalmic Laboratory Technicians	51-9083	8760
Craft Workers	Etchers and Engravers	51-9194	8910
Craft Workers	Crane and Tower Operators	53-7021	9510
Craft Workers	Dredge Operators	53-7031	9520
Craft Workers	Excavating and Loading Machine and Dragline Operators	53-7032	9520
Craft Workers	Loading Machine Operators, Underground Mining	53-7033	9520
Operatives	Graders and Sorters, Agricultural Products	45-2041	6040
Operatives	First-Line Supervisors of Production and Operating Workers	51-1011	7700
Operatives	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	51-2011	7710
Operatives	Coil Winders, Tapers, and Finishers	51-2021	7720
Operatives	Electrical and Electronic Equipment Assemblers	51-2022	7720

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Operatives	Electromechanical Equipment Assemblers	51-2023	7720
Operatives	Engine and Other Machine Assemblers	51-2031	7730
Operatives	Fiberglass Laminators and Fabricators	51-2091	7750
Operatives	Team Assemblers	51-2092	7750
Operatives	Timing Device Assemblers and Adjusters	51-2093	7750
Operatives	Assemblers and Fabricators, All Other	51-2099	7750
Operatives	Bakers	51-3011	7800
Operatives	Butchers and Meat Cutters	51-3021	7810
Operatives	Meat, Poultry, and Fish Cutters and Trimmers	51-3022	7810
Operatives	Slaughtering and Meat Packers	51-3023	7810
Operatives	Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders	51-3091	7830
Operatives	Food Batchmakers	51-3092	7840
Operatives	Food Cooking Machine Operators and Tenders	51-3093	7850
Operatives	Food Processing Workers, All Other	51-3099	7855
Operatives	Computer-Controlled Machine Tool Operators, Metal and Plastic	51-4011	7900
Operatives	Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic	51-4012	7900
Operatives	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	51-4021	7920
Operatives	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	51-4022	7930
Operatives	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	51-4023	7940
Operatives	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	51-4031	7950
Operatives	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4032	7960
Operatives	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4033	8000
Operatives	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4034	8010
Operatives	Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic	51-4035	8220
Operatives	Metal-Refining Furnace Operators and Tenders	51-4051	8040
Operatives	Pourers and Casters, Metal	51-4052	8040
Operatives	Foundry Mold and Coremakers	51-4071	8100
Operatives	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic	51-4072	8100
Operatives	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4081	8220
Operatives	Welders, Cutters, Solderers, and Brazers	51-4121	8140
Operatives	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	51-4122	8140
Operatives	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	51-4191	8150
Operatives	Layout Workers, Metal and Plastic	51-4192	8220
Operatives	Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic	51-4193	8200
Operatives	Tool Grinders, Filers, and Sharpeners	51-4194	8210
Operatives	Metal Workers and Plastic Workers, All Other	51-4199	8220
Operatives	Printing Press Operators	51-5112	8255
Operatives	Laundry and Dry-Cleaning Workers	51-6011	8300
Operatives	Pressers, Textile, Garment, and Related Materials	51-6021	8310
Operatives	Sewing Machine Operators	51-6031	8320

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Operatives	Shoe Machine Operators and Tenders	51-6042	8340
Operatives	Textile Bleaching and Dyeing Machine Operators and Tenders	51-6061	8400
Operatives	Textile Cutting Machine Setters, Operators, and Tenders	51-6062	8400
Operatives	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	51-6063	8410
Operatives	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders	51-6064	8420
Operatives	Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers	51-6091	8460
Operatives	Fabric and Apparel Patternmakers	51-6092	8460
Operatives	Textile, Apparel, and Furnishings Workers, All Other	51-6099	8460
Operatives	Sawing Machine Setters, Operators, and Tenders, Wood	51-7041	8530
Operatives	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	51-7042	8540
Operatives	Chemical Plant and System Operators	51-8091	8630
Operatives	Gas Plant Operators	51-8092	8630
Operatives	Petroleum Pump System Operators, Refinery Operators, and Gaugers	51-8093	8630
Operatives	Plant and System Operators, All Other	51-8099	8630
Operatives	Chemical Equipment Operators and Tenders	51-9011	8640
Operatives	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	51-9012	8640
Operatives	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders	51-9021	8650
Operatives	Grinding and Polishing Workers, Hand	51-9022	8650
Operatives	Mixing and Blending Machine Setters, Operators, and Tenders	51-9023	8650
Operatives	Cutters and Trimmers, Hand	51-9031	8710
Operatives	Cutting and Slicing Machine Setters, Operators, and Tenders	51-9032	8710
Operatives	Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders	51-9041	8720
Operatives	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	51-9051	8730
Operatives	Inspectors, Testers, Sorters, Samplers, and Weighers	51-9061	8740
Operatives	Packaging and Filling Machine Operators and Tenders	51-9111	8800
Operatives	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	51-9121	8810
Operatives	Painters, Transportation Equipment	51-9122	8810
Operatives	Painting, Coating, and Decorating Workers	51-9123	8810
Operatives	Semiconductor Processors	51-9141	8965
Operatives	Photographic Process Workers and Processing Machine Operators	51-9151	8830
Operatives	Adhesive Bonding Machine Operators and Tenders	51-9191	8850
Operatives	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	51-9192	8860
Operatives	Cooling and Freezing Equipment Operators and Tenders	51-9193	8965
Operatives	Molders, Shapers, and Casters, Except Metal and Plastic	51-9195	8920
Operatives	Paper Goods Machine Setters, Operators, and Tenders	51-9196	8930
Operatives	Tire Builders	51-9197	8940
Operatives	Production Workers, All Other	51-9199	8965
Operatives	Aircraft Cargo Handling Supervisors	53-1011	9000
Operatives	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand	53-1021	9000
Operatives	First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators	53-1031	9000

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Operatives	Flight Attendants	53-2031	9050
Operatives	Ambulance Drivers and Attendants, Except Emergency Medical Technicians	53-3011	9110
Operatives	Bus Drivers, Transit and Intercity	53-3021	9120
Operatives	Bus Drivers, School or Special Client	53-3022	9120
Operatives	Driver/Sales Workers	53-3031	9130
Operatives	Heavy and Tractor-Trailer Truck Drivers	53-3032	9130
Operatives	Light Truck or Delivery Services Drivers	53-3033	9130
Operatives	Taxi Drivers and Chauffeurs	53-3041	9140
Operatives	Motor Vehicle Operators, All Other	53-3099	9150
Operatives	Locomotive Engineers	53-4011	9200
Operatives	Locomotive Firers	53-4012	9200
Operatives	Rail Yard Engineers, Dinkey Operators, and Hostlers	53-4013	9200
Operatives	Railroad Brake, Signal, and Switch Operators	53-4021	9230
Operatives	Railroad Conductors and Yardmasters	53-4031	9240
Operatives	Subway and Streetcar Operators	53-4041	9260
Operatives	Rail Transportation Workers, All Other	53-4099	9260
Operatives	Sailors and Marine Oilers	53-5011	9300
Operatives	Captains, Mates, and Pilots of Water Vessels	53-5021	9310
Operatives	Motorboat Operators	53-5022	9310
Operatives	Ship Engineers	53-5031	9300
Operatives	Bridge and Lock Tenders	53-6011	9420
Operatives	Parking Lot Attendants	53-6021	9350
Operatives	Traffic Technicians	53-6041	9420
Operatives	Transportation Attendants, Except Flight Attendants	53-6061	9415
Operatives	Transportation Workers, All Other	53-6099	9420
Operatives	Conveyor Operators and Tenders	53-7011	9560
Operatives	Hoist and Winch Operators	53-7041	9560
Operatives	Industrial Truck and Tractor Operators	53-7051	9600
Operatives	Packers and Packagers, Hand	53-7064	9640
Operatives	Gas Compressor and Gas Pumping Station Operators	53-7071	9650
Operatives	Pump Operators, Except Wellhead Pumpers	53-7072	9650
Operatives	Wellhead Pumpers	53-7073	9650
Operatives	Mine Shuttle Car Operators	53-7111	9750
Operatives	Tank Car, Truck, and Ship Loaders	53-7121	9750
Operatives	Material Moving Workers, All Other	53-7199	9750
Labors and Helpers	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	37-1012	4210
Labors and Helpers	Landscaping and Groundskeeping Workers	37-3011	4250
Labors and Helpers	Pesticide Handlers, Sprayers, and Applicators, Vegetation	37-3012	4250
Labors and Helpers	Tree Trimmers and Pruners	37-3013	4250
Labors and Helpers	Grounds Maintenance Workers, All Other	37-3019	4250
Labors and Helpers	Nonfarm Animal Caretakers	39-2021	4350

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Labors and Helpers	First-Line Supervisors of Farming, Fishing, and Forestry Workers	45-1011	6005
Labors and Helpers	Animal Breeders	45-2021	6050
Labors and Helpers	Agricultural Equipment Operators	45-2091	6050
Labors and Helpers	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	45-2092	6050
Labors and Helpers	Farmworkers, Farm, Ranch, and Aquacultural Animals	45-2093	6050
Labors and Helpers	Agricultural Workers, All Other	45-2099	6050
Labors and Helpers	Fishers and Related Fishing Workers	45-3011	6100
Labors and Helpers	Hunters and Trappers	45-3021	6100
Labors and Helpers	Forest and Conservation Workers	45-4011	6120
Labors and Helpers	Fallers	45-4021	6130
Labors and Helpers	Logging Equipment Operators	45-4022	6130
Labors and Helpers	Log Graders and Scalers	45-4023	6130
Labors and Helpers	Logging Workers, All Other	45-4029	6130
Labors and Helpers	Construction Laborers	47-2061	6260
Labors and Helpers	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	47-3011	6600
Labors and Helpers	Helpers--Carpenters	47-3012	6600
Labors and Helpers	Helpers--Electricians	47-3013	6600
Labors and Helpers	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	47-3014	6600
Labors and Helpers	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	47-3015	6600
Labors and Helpers	Helpers--Roofers	47-3016	6600
Labors and Helpers	Helpers, Construction Trades, All Other	47-3019	6600
Labors and Helpers	Helpers--Installation, Maintenance, and Repair Workers	49-9098	7610
Labors and Helpers	Helpers--Production Workers	51-9198	8950
Labors and Helpers	Automotive and Watercraft Service Attendants	53-6031	9360
Labors and Helpers	Cleaners of Vehicles and Equipment	53-7061	9610
Labors and Helpers	Laborers and Freight, Stock, and Material Movers, Hand	53-7062	9620
Labors and Helpers	Machine Feeders and Offbearers	53-7063	9630
Labors and Helpers	Refuse and Recyclable Material Collectors	53-7081	9720
Service Workers	Home Health Aides	31-1011	3600
Service Workers	Psychiatric Aides	31-1013	3600
Service Workers	Nursing Assistants	31-1014	3600
Service Workers	Orderlies	31-1015	3600
Service Workers	Occupational Therapy Assistants	31-2011	3610
Service Workers	Occupational Therapy Aides	31-2012	3610
Service Workers	Physical Therapist Assistants	31-2021	3620
Service Workers	Physical Therapist Aides	31-2022	3620
Service Workers	Massage Therapists	31-9011	3630
Service Workers	Dental Assistants	31-9091	3640
Service Workers	Medical Assistants	31-9092	3645
Service Workers	Medical Equipment Preparers	31-9093	3655
Service Workers	Pharmacy Aides	31-9095	3647

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Service Workers	Veterinary Assistants and Laboratory Animal Caretakers	31-9096	3648
Service Workers	Phlebotomists	31-9097	3649
Service Workers	Healthcare Support Workers, All Other	31-9099	3655
Service Workers	First-Line Supervisors of Correctional Officers	33-1011	3700
Service Workers	First-Line Supervisors of Police and Detectives	33-1012	3710
Service Workers	First-Line Supervisors of Fire Fighting and Prevention Workers	33-1021	3720
Service Workers	First-Line Supervisors of Protective Service Workers, All Other	33-1099	3730
Service Workers	Firefighters	33-2011	3740
Service Workers	Fire Inspectors and Investigators	33-2021	3750
Service Workers	Forest Fire Inspectors and Prevention Specialists	33-2022	3750
Service Workers	Bailiffs	33-3011	3800
Service Workers	Correctional Officers and Jailers	33-3012	3800
Service Workers	Detectives and Criminal Investigators	33-3021	3820
Service Workers	Fish and Game Wardens	33-3031	3840
Service Workers	Parking Enforcement Workers	33-3041	3840
Service Workers	Police and Sheriff's Patrol Officers	33-3051	3850
Service Workers	Transit and Railroad Police	33-3052	3850
Service Workers	Animal Control Workers	33-9011	3900
Service Workers	Private Detectives and Investigators	33-9021	3910
Service Workers	Gaming Surveillance Officers and Gaming Investigators	33-9031	3930
Service Workers	Security Guards	33-9032	3930
Service Workers	Crossing Guards	33-9091	3940
Service Workers	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	33-9092	3955
Service Workers	Transportation Security Screeners	33-9093	3945
Service Workers	Protective Service Workers, All Other	33-9099	3955
Service Workers	Chefs and Head Cooks	35-1011	4000
Service Workers	First-Line Supervisors of Food Preparation and Serving Workers	35-1012	4010
Service Workers	Cooks, Fast Food	35-2011	4020
Service Workers	Cooks, Institution and Cafeteria	35-2012	4020
Service Workers	Cooks, Private Household	35-2013	4020
Service Workers	Cooks, Restaurant	35-2014	4020
Service Workers	Cooks, Short Order	35-2015	4020
Service Workers	Cooks, All Other	35-2019	4020
Service Workers	Food Preparation Workers	35-2021	4030
Service Workers	Bartenders	35-3011	4040
Service Workers	Combined Food Preparation and Serving Workers, Including Fast Food	35-3021	4050
Service Workers	Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	35-3022	4060
Service Workers	Waiters and Waitresses	35-3031	4110
Service Workers	Food Servers, Nonrestaurant	35-3041	4120
Service Workers	Dining Room and Cafeteria Attendants and Bartender Helpers	35-9011	4130
Service Workers	Dishwashers	35-9021	4140

<b>EEO-1 Job Group</b>	<b>Job Title/Description of Standard Occupational Classification (SOC)</b>	<b>Six-Level SOC Job Code</b>	<b>Four-Digit Census Code</b>
Service Workers	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	35-9031	4150
Service Workers	Food Preparation and Serving Related Workers, All Other	35-9099	4130
Service Workers	First-Line Supervisors of Housekeeping and Janitorial Workers	37-1011	4200
Service Workers	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	37-2011	4220
Service Workers	Maids and Housekeeping Cleaners	37-2012	4230
Service Workers	Building Cleaning Workers, All Other	37-2019	4220
Service Workers	Pest Control Workers	37-2021	4240
Service Workers	Gaming Supervisors	39-1011	4300
Service Workers	Slot Supervisors	39-1012	4300
Service Workers	First-Line Supervisors of Personal Service Workers	39-1021	4320
Service Workers	Gaming Dealers	39-3011	4400
Service Workers	Gaming and Sports Book Writers and Runners	39-3012	4400
Service Workers	Gaming Service Workers, All Other	39-3019	4400
Service Workers	Motion Picture Projectionists	39-3021	4410
Service Workers	Ushers, Lobby Attendants, and Ticket Takers	39-3031	4420
Service Workers	Amusement and Recreation Attendants	39-3091	4430
Service Workers	Costume Attendants	39-3092	4430
Service Workers	Locker Room, Coatroom, and Dressing Room Attendants	39-3093	4430
Service Workers	Entertainment Attendants and Related Workers, All Other	39-3099	4430
Service Workers	Embalmers	39-4011	4460
Service Workers	Funeral Attendants	39-4021	4460
Service Workers	Barbers	39-5011	4500
Service Workers	Hairdressers, Hairstylists, and Cosmetologists	39-5012	4510
Service Workers	Makeup Artists, Theatrical and Performance	39-5091	4520
Service Workers	Manicurists and Pedicurists	39-5092	4520
Service Workers	Shampooers	39-5093	4520
Service Workers	Skincare Specialists	39-5094	4520
Service Workers	Baggage Porters and Bellhops	39-6011	4530
Service Workers	Concierges	39-6012	4530
Service Workers	Tour Guides and Escorts	39-7011	4540
Service Workers	Travel Guides	39-7012	4540
Service Workers	Childcare Workers	39-9011	4600
Service Workers	Personal Care Aides	39-9021	4610
Service Workers	Fitness Trainers and Aerobics Instructors	39-9031	4620
Service Workers	Recreation Workers	39-9032	4620
Service Workers	Residential Advisors	39-9041	4640
Service Workers	Personal Care and Service Workers, All Other	39-9099	4650

\*\*\* NOTE: Executive/Senior Level Officials and Managers include individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO. Examples

of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

**INSTRUCTIONS FOR COMPLETING THE NYS AGRICULTURE AND HORSE BREEDING  
DEVELOPMENT FUND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE  
PROGRAM VENDOR/CONTRACTOR'S MWBE UTILIZATION PLAN FORM**

As mandated by Article 15-A of the Executive Law and the new subtitle N of 9 NYCRR 540 et seq, the New York State Office of General Services (the "Hwpf") has established a goal of 30% participation by New York State Certified Minority and Women owned Business Enterprise (MWBE) as subcontractors/suppliers in this contract. Contractors must submit the attached MWBE Utilization Plan Form indicating how they will intend to comply with the established goals.

For the directory of New York State certified MWBE's, please visit the New York State's Division of Minority and Women-owned Business Development website at:  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

**Completion of the Form:**

The Hwpf will complete all the un-shaded areas including: agency information, contract details, and summary of allocation of MWBE utilization and related value.

The contractor will complete the remaining, shaded, areas. It is important that the contractor provide detailed contact information including: name, phone number and email address.

Within the utilization section of the form, the contractor must list the names and addresses of all subcontractors or suppliers that will be utilized during this contract. The following items should be completed for each vendor listed:

- Subcontractor's Federal ID#;
- Subcontractor information as follows:
  - By checking the appropriate boxes, indicate whether the subcontractors are "SUB" or "SUP", minority-owned business enterprise "MBE" or women-owned business enterprise "WBE", and if they are NYS Certified.
- Brief description of the work the subcontractor's will provide.

Note: additional sheets may be used if necessary.

**Attestation and Form Acceptance**

The preparer must attest to the information provided by signing in the appropriate space; in addition, print the name of the contractor, provide telephone number, and date.

The last section, bottom right, will be completed by the Hwpf upon its review of the form. The contractor will be notified of the acceptance or deficiency of the MWBE Utilization Plan Form.

If assistance is required in completing this form or locating a New York State certified vendor to utilize as subcontractors or suppliers, please contact the Executive Director of the Fund at (518) 388-0815.

Bidder/Contractor Name \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Federal ID \_\_\_\_\_  
 Solicitation/Contract # \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Region/Work Location \_\_\_\_\_

**M/WBE UTILIZATION PLAN**

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 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 and submit plan to nysirestakes@gaming.ny.gov**

<i><b>This plan covers the period:</b></i>			through				
SUBCONTRACTOR INFORMATION		PHONE	ESD CERTIFIED	FEDERAL ID NUMBER	DETAILED DESCRIPTION OF WORK (attach additional sheets if necessary)	SUBCONTRACT SUPPLY, SVC., ETC.	PERCENT
Name _____	_____		<input type="checkbox"/> MBE				
Street Address _____	_____		<input type="checkbox"/> WBE				
City/State/Zip _____	_____						
Name _____	_____		<input type="checkbox"/> MBE				
Street Address _____	_____		<input type="checkbox"/> WBE				
City/State/Zip _____	_____						
Name _____	_____		<input type="checkbox"/> MBE				
Street Address _____	_____		<input type="checkbox"/> WBE				
City/State/Zip _____	_____						
Name _____	_____		<input type="checkbox"/> MBE				
Street Address _____	_____		<input type="checkbox"/> WBE				
City/State/Zip _____	_____						

**IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER.**

Prepared By \_\_\_\_\_  
 Date \_\_\_\_\_  
 Name and Title of Preparer \_\_\_\_\_

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.

**FOR FUND USE ONLY**

Reviewed By \_\_\_\_\_  
 Estimated Date of Completion \_\_\_\_\_

UTILIZATION PLAN APPROVED  Yes  No Date \_\_\_\_\_  
 NOTICE OF DEFICIENCY ISSUED  Yes  No Date \_\_\_\_\_  
 NOTICE OF ACCEPTANCE ISSUED  Yes  No Date \_\_\_\_\_



**Primary Contractor Information**

Business Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Contract # \_\_\_\_\_

QUARTERLY CERTIFIED MINORITY & WOMEN  
 OWNED BUSINESS ENTERPRISES UTILIZED

**Reporting Period**

Reporting is due no later than 10 days following the end of each reporting quarter.

Facility Name: \_\_\_\_\_ 2016

**PARTICIPATION GOALS:** Contractors should, whenever possible, follow the recommended overall goal of 30% for M/WBE participation, attempting to equally utilize MBE and/or WBE in the performance of the contract.

**ENTER TOTAL AMOUNT OF MBE AND WBE SPENDING PER QUARTER**

January 1 - March 31		April 1 - June 30		July 1 - September 30		October 1 - December 31		Total M/WBE Spending to Date		Primary Contractor's
MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	Combined M/WBE Spending

For Fund Use Only

Accepted                       Accepted as Noted\*                       Notice of Deficiency Issued\*\*

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
 Print or Type Name                      Signature                      Date

\* Comments:

\*\* Date:

**Primary Contractor Information**

Business Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Contract # \_\_\_\_\_

**Reporting Period**

Reporting is due no later than 10 days following the end of each reporting quarter.

**QUARTERLY CERTIFIED MINORITY & WOMEN OWNED BUSINESS ENTERPRISES UTILIZED**

\_\_\_\_\_ 2016

Facility Name: \_\_\_\_\_

			<i>primary contractor's TOTAL quarterly spending less exemptions and exclusions:</i>				
PRIMARY OR SUBCONTRACTOR NAME	DESCRIPTION OF SERVICE	ESD CERTIFIED	TYPE OF PURCHASE/ SERVICE	PRODUCT CODE	Amount\$	% of Spend	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	SELECT ONE:	SELECT ONE:			Remove
							+ -

Digital Signature

submit by email

Signed By \_\_\_\_\_

**REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>	
<b>Offerer/Contractor Name:</b>	<b>Federal Identification No.:</b>
<b>Address:</b>	<b>Solicitation/Contract No.:</b>
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE      %      WBE      %</b>
<p><b>By submitting this form and the required information, the offerer/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</b></p>	
<p><b>Contractor is requesting a:</b></p> <p>1. <input type="checkbox"/> <b>MBE Waiver</b> – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b></p> <p>2. <input type="checkbox"/> <b>WBE Waiver</b> – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b></p>	
<b>PREPARED BY (Signature):</b>	<b>Date:</b>
<p><small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFERER/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small></p>	
<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>
	<b>Email Address:</b>
<p><b>Submit with the bid or proposal or if submitting after award submit to:</b></p> <p>NYS Agriculture and Horse Breeding Development Fund 6th Floor One Broadway Center Schenectady, NY 12305</p>	<p>***** <b>FUND USE ONLY</b> *****</p>
	<b>REVIEWED BY:</b>
	<b>DATE:</b>
	<p><b>Waiver Granted:</b> <input type="checkbox"/> <b>YES</b>                      <b>MBE:</b> <input type="checkbox"/>                      <b>WBE:</b> <input type="checkbox"/></p> <p><input type="checkbox"/> <b>Total Waiver</b>                      <input type="checkbox"/> <b>Partial Waiver</b></p> <p><input type="checkbox"/> <b>*Conditional</b></p> <p><input type="checkbox"/> <b>Notice of Deficiency Issued</b> _____</p> <p><b>*Comments:</b></p>

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 10, as listed below.. Copies of the following information and all relevant supporting documentation must be submitted along with the request:**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offerer/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offerer/contractor's representative authorized to discuss and negotiate this waiver request.

**Note: Unless a Total Waiver has been granted, the offerer or contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract.**

## **APPENDIX H**

### **Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance**



USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES  
IN CONTRACT PERFORMANCE

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

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Bidder/Proposer Name \_\_\_\_\_ Solicitation #2017-02

Bidder/Proposer Address \_\_\_\_\_

Are you a bidder/proposer that is a NYS certified SDVOB? Yes \_\_\_ No \_\_\_

If yes, what is your DSDVBD Control #? \_\_\_\_\_

Will NYS certified SDVOBs be used in the performance of this contract?

Yes \_\_\_ No \_\_\_

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

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*NOTE: Information about set asides for SDVOB participation in public procurement can be found <http://www.ogs.ny.gov/Core/SDVOBA.asp> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.*

## **APPENDIX I**

### **No Conflict of Interest or Detrimental Effect**

## **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

Signature:

Date:

This form must be signed by an authorized executive or legal representative.

## **APPENDIX J**

### **Non-Bid Response**



**Agriculture & NYS  
Horse Breeding  
Development Fund**

**NON-BID RESPONSE**

RFP: 2017-02 Equine Marketing and Public Relations

If your company will not be submitting a response to the RFP, it would be helpful in the preparation of future bidding opportunities to understand why your company is not submitting a proposal. Please help us by selecting your reason from the choices below, or selecting "Other" with a brief explanation.

\_\_\_\_\_ Although the bid is within the scope of our business, and we are interested in principle, at present, we are unable to respond, due to other commitments.

\_\_\_\_\_ The services / products described in the subject RFP are not within our area of expertise.

\_\_\_\_\_ We do not have the staffing / resources available at this time to provide the services requested.

\_\_\_\_\_ There were certain requirements or restrictions stated in the RFP that preclude our company from bidding. Those requirements are:

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\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_

**This form may be emailed to: [nysirestakes@gaming.ny.gov](mailto:nysirestakes@gaming.ny.gov), or mailed to:**

Agriculture & NYS Horse Breeding Development Fund  
One Broadway Center, Suite 602  
Schenectady, NY 12301-7500

Please be advised that **no response** may result in removal of your company from our bidders' List.

## **ATTACHMENTS**

- Attachment 1: Bidder Acknowledgement of Addendum**
- Attachment 2: Pricing Proposal Form  
Regional Map**
- Attachment 3: Technical Proposal Submittal Checklist**



**Agriculture & NYS  
Horse Breeding  
Development Fund**

**RFP: 2017-02 Equine Marketing and Public Relations**

**VENDOR ACKNOWLEDGEMENT OF ADDENDUM**

Amendment Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Summary:

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

## Pricing Proposal Form

**DIRECTIONS FOR COMPLETING THIS FORM: Bidder must complete each of the categories enumerated below as directed for each category. Bidder must use this Attachment 2. Alternate forms or a variation of this form will deem the Pricing Proposal non-responsive.**

**(1) Annual Fixed Fee:** the Annual Fixed Fee will cover all responsibilities and efforts required of the successful bidder to carry out the services under the Scope of Work.

**Note:** Hourly rates for staffing of events will be paid at the rates outlined below in this form. All costs for annual fees, event staffing, media placements and any other activities needed to carry out the scope of work will be paid out of the annual advertising budget. Promotional items will be covered under the Promotional Budget as defined in the RFP.

	April 1, 2017 - March 31, 2018	April 1, 2018 - March 31, 2019	April 1, 2019 - March 31, 2020	<b>Sum of Annual Fees for three years</b>
<b>Annual Fixed Fee</b>	\$ _____	\$ _____	\$ _____	(1) \$ <span style="border: 2px solid black; padding: 2px;">_____</span>

**(2) Racing Series', Horse Sales, and Banquets:** Enter the staffing rate for each category below for each contract year (columns a through c). Enter the sum of all years in column d. Multiply the sum from column (d) by the estimated number of hours per event in column (e). Enter the total cost in column (f) for each event. **Note:** Quantities are an estimate only. Payment will be based on actual hours worked.

	(a) April 1, 2017 - March 31, 2018	(b) April 1, 2018 - March 31, 2019	(c) April 1, 2019 - March 31, 2020	(d) Sum of Rates for three years	(e) Estimated # of Hours Per Event	(f) Total Estimated Three Year Cost Per Event
<b>Racing Series and Finals</b>						
County Fair Racing Series & Final	\$ _____	\$ _____	\$ _____	\$ _____	x 6	\$ _____
Sire Stakes Racing Series Final	\$ _____	\$ _____	\$ _____	\$ _____	x 6	\$ _____
Excelsior Racing Series Final	\$ _____	\$ _____	\$ _____	\$ _____	x 6	\$ _____
<b>Annual Horse Sales</b>						
Goshen, NY (one-day event)	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Morrisville, NY (one-day event)	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Harrisburg, PA (five-day event)	\$ _____	\$ _____	\$ _____	\$ _____	x 40	\$ _____
<b>Annual Banquets (staffing only)</b>						
Annual Awards Banquet	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Night of Champions Event	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
<b>Total</b>						(2) \$ <span style="border: 2px solid black; padding: 2px;">_____</span>

## Pricing Proposal Form

**(3) Additional Events:** As discussed in the RFP, Part 3, the Fund may request the Contractor attend additional races throughout the season and the Contractor shall identify events outside those defined in this RFP as appropriate and as the budget permits. The cost for staffing proposed events should be entered below. All other costs related to a proposed event will be covered under the Contractor's Annual Fixed Fee out of the Account Budget or the Promotional Budget as defined in the RFP. A regional map of New York State is attached to this Pricing Proposal Form. Bidder shall enter the hourly rates specific to each region for each year of the contract (a - c). Enter the sum of all years in column (d). Multiply the sum from column (d) by the estimated number of hours per event in column (e). Enter the total cost in column (f) for each event. **Note:** Quantities are an estimate only. Payment will be based on actual hours worked.

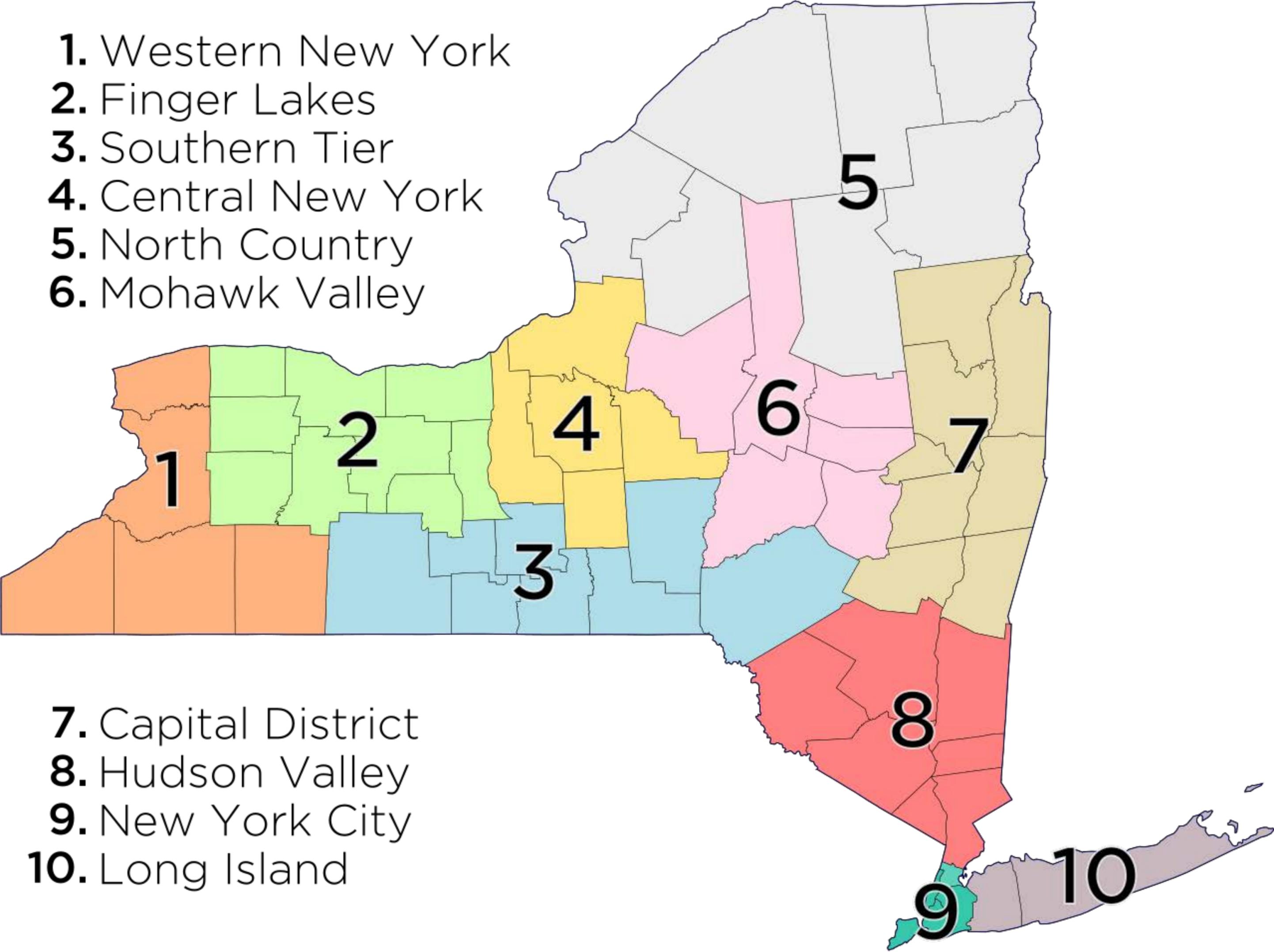
	(a)	(b)	(c)	(d)	(e)	(f)
	April 1, 2017 - March 31, 2018	April 1, 2018 - March 31, 2019	April 1, 2019 - March 31, 2020	Sum of Rates for three years	Estimated # of Hours Per Event	Total Cost Per Event
<b>Hourly Rate Per Region (see att. map)</b>						
Region 1	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 2	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 3	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 4	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 5	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 6	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 7	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____
Region 8	\$ _____	\$ _____	\$ _____	\$ _____	x 8	\$ _____

(3) \$ \_\_\_\_\_

**Grand Total (sum of (1) (2) (3))**

\$ \_\_\_\_\_

1. Western New York
2. Finger Lakes
3. Southern Tier
4. Central New York
5. North Country
6. Mohawk Valley



7. Capital District
8. Hudson Valley
9. New York City
10. Long Island



## Agriculture & NYS Horse Breeding Development Fund

### RFP – Equine Marketing & Public Relations

#### DOCUMENT SUBMITTAL CHECKLIST

##### Submissions Required:

Description of Document	RFP	Submittal Requirements	Checklist
Contract Form (Appendix B) (incorporates Appendix A)	§1.3	With Proposal (must be signed)	
Procurement Lobbying BODC Form (Appendix C)	§1.11	With Proposal	
Non-Collusive Bidding Certification (Appendix D)	§1.13	With Proposal	
Designation of Proprietary Information	§1.15	With Proposal	
Technical & Pricing Proposals	§1.16	Submit Technical and Pricing Proposals Separately as Defined in RFP	
No Conflicts of Interest or Detrimental Effect (Appendix I)	§1.21	With Proposal	
Insurance Documentation	§2.1G	Proof of coverage with Proposal	
New York State Contractors & Suppliers (Appendix F)	§2.13	With Proposal	
Equal Employment Opportunity (EEO) (Appendix G) <ul style="list-style-type: none"> <li>• Policy Statement</li> <li>• Staffing Plan (G-2)</li> </ul>	§2.18	Policy Statement: with Proposal; G-2: proposed staffing plan – with Proposal	
Use of Service Disabled Veteran Owned Business (Appendix H)	§2.19	With Proposal	
References	§4.2	With Proposal	

##### Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
Sales & Use Tax (Appendix O) <ul style="list-style-type: none"> <li>• ST220-CA (submit to Lottery)</li> <li>• ST220-TD (submit to DTF)</li> </ul>	§2.10	Within seven calendar days of notification of award	

Insurance Documentation	§2.12	Proof of Additional Insured.	
Equal Employment Opportunity (EEO) (Appendix G) <ul style="list-style-type: none"><li>• Utilization Report (G-3)</li></ul>	§2.11	G-3: quarterly	

FIRM NAME: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

# **Exhibit 1**

## **Racing Schedules and Locations**

- **2016 County Fair Racing Schedule (2017 schedule can be accessed on the website at <http://www.nysirestakes.com/racing/> when available)**
- **2017 New York Sire Stakes Schedule, Finals locations to be determined**
- **2017 Excelsior Schedule, Finals locations to be determined**
- **List of Harness Tracks**

# NEW YORK COUNTY FAIRS

## SIRE STAKES RACE DATES – 2016 SEASON

(In Chronological Order)

COUNTY FAIR	LOCATION	RACE DATE	POST TIME	DRAW DATE
Orange County	Goshen	July 4	1:00 PM	July 1
Tioga County	Owego	July 5	1:00 PM	July 1
Chenango County	Afton	July 8	12:00 PM	July 5
Erie County	Hamburg	July 15	1:00 PM	July 12
Genesee	Batavia	July 18	2:00 PM	July 14
Lewis County	Lowville	July 19	12:30 PM	July 15
Livingston County	Hemlock	July 19	12:00 PM	July 15
Clinton County	Plattsburgh	July 20	10:00 AM	July 16
Chautauqua County	Dunkirk	July 25	2:00 PM	July 21
Oneida County	Boonville	July 26	11:00 AM	July 22
Schoharie County	Cobleskill	Aug 1	12:00 PM	July 28
Chemung County	Horseheads	Aug 2	12:00 PM	July 29
Otsego County	Morris	Aug 2	12:00 PM	July 29
St. Lawrence County	Gouverneur	Aug 2	11:00 AM	July 29
Chenango County	Norwich	Aug 9	12:00 PM	Aug 5
Oswego County	Sandy Creek	Aug 9	11:00 AM	Aug 5
Essex County	Westport	Aug 10	12:00 PM	Aug 6
Franklin County	Malone	Aug 10, 11 & 12	10:00 AM	Aug 6, 8 & 9
Wayne County	Palmyra	Aug 15	12:00 PM	Aug 11
Steuben County	Bath	Aug 16	12:00 PM	Aug 12
Tompkins County	Trumansburg	Aug 23	12:00 PM	Aug 19
Saratoga County	Saratoga	Aug 30	1:00 PM	Aug 25
County Fair Finals	Batavia	Sept 7	6:15 PM	Sept 2

**2017 SIRE STAKES SCHEDULE**

12/11/16

**3-Year-Old Colt Pace**

Wednesday	June 7	Buffalo
Sunday	June 18	Vernon
Saturday	July 1	Goshen *
Monday	July 10	Yonkers
Saturday	July 22	Saratoga
Sunday	July 30	Batavia
Sunday	August 13	EBC Elims Tioga
Sunday	August 20	EBC Finals Tioga
Monday	August 28	Monticello
Tuesday	September 5	Yonkers
Saturday	September 16	Tioga
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**3-Year-Old Filly Pace**

Friday	June 2	Saratoga
Friday	June 9	Vernon
Wednesday	June 21	Buffalo
Saturday	July 1	Goshen *
Friday	July 14	Yonkers
Friday	July 28	Yonkers
Sunday	August 6	Batavia
Sunday	August 13	EBC Elims Tioga
Sunday	August 20	EBC Finals Tioga
Monday	September 4	Tioga
Tuesday	September 12	Monticello
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**2-Year-Old Colt Pace**

Wednesday	July 12	Buffalo
Monday	July 24	Monticello
Wednesday	August 2	Saratoga
Friday	August 18	Vernon
Friday	August 25	Yonkers
Friday	September 1	Batavia
Saturday	September 9	Tioga
Thursday	September 21	Yonkers
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**2-Year-Old Filly Pace**

Friday	July 7	Vernon
Sunday	July 16	Buffalo
Tuesday	July 25	Saratoga
Friday	August 4	Tioga
Thursday	August 17	Yonkers
Tuesday	August 29	Yonkers
Friday	September 8	Batavia
Tuesday	September 19	Monticello
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**3-Year-Old Colt Trot**

Monday	May 29	Vernon
Friday	June 9	EBC Elims Vernon
Sunday	June 18	EBC Finals Vernon
Sunday	July 2	Goshen *
Sunday	July 9	Buffalo
Monday	July 17	Monticello
Thursday	August 3	Yonkers
Friday	August 11	Tioga
Wednesday	August 30	Saratoga
Wednesday	September 13	Batavia
Saturday	September 23	Yonkers
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**3-Year-Old Filly Trot**

Sunday	May 28	Tioga
Friday	June 9	EBC Elims Vernon
Sunday	June 18	EBC Finals Vernon
Sunday	June 25	Buffalo
Sunday	July 2	Goshen *
Tuesday	July 11	Monticello
Wednesday	July 19	Saratoga
Tuesday	August 1	Yonkers
Thursday	August 10	Vernon
Wednesday	September 6	Batavia
Thursday	September 14	Yonkers
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**2-Year-Old Colt Trot**

Tuesday	July 4	Tioga
Sunday	July 23	Buffalo
Monday	July 31	Monticello
Tuesday	August 8	Yonkers
Wednesday	August 16	Saratoga
Sunday	August 27	Batavia
Thursday	September 7	Vernon
Monday	September 18	Yonkers
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

**2-Year-Old Filly Trot**

Friday	June 30	Buffalo
Thursday	July 13	Yonkers
Wednesday	July 26	Batavia
Sunday	August 13	Tioga
Monday	August 21	Monticello
Saturday	September 2	Saratoga
Monday	September 11	Yonkers
Friday	September 22	Vernon
Saturday	October 14	Finals TBA
Monday	October 16	Consol Monticello

\* NYSS/EXCELSIOR ELIGIBLE NO POINTS AWARDED

## 2017 EXCELSIOR SCHEDULE

12/14/16

**3-Year-Old Colt Pace**

Wednesday	June 7	Buffalo
Sunday	June 18	Vernon
Saturday	July 1	Goshen *
Monday	July 10	Yonkers
Saturday	July 22	Saratoga
Sunday	July 30	Batavia
Sunday	August 13	EBC Elims Tioga
Sunday	August 20	EBC Finals Tioga
Monday	August 28	Monticello
Tuesday	September 5	Yonkers
Saturday	September 16	Tioga

Ex Final TBA

**3-Year-Old Colt Trot**

Monday	May 29	Vernon
Friday	June 9	EBC Elims Vernon
Sunday	June 18	EBC Finals Vernon
Sunday	July 2	Goshen *
Sunday	July 9	Buffalo
Monday	July 17	Monticello
Thursday	August 3	Yonkers
Friday	August 11	Tioga
Wednesday	August 30	Saratoga
Wednesday	September 13	Batavia
Saturday	September 23	Yonkers

Ex Final TBA

**3-Year-Old Filly Pace**

Friday	June 2	Saratoga
Friday	June 9	Vernon
Wednesday	June 21	Buffalo
Saturday	July 1	Goshen *
Friday	July 14	Yonkers
Friday	July 28	Yonkers
Sunday	August 6	Batavia
Sunday	August 13	EBC Elims Tioga
Sunday	August 20	EBC Finals Tioga
Monday	September 4	Tioga
Tuesday	September 12	Monticello

Ex Final TBA

**3-Year-Old Filly Trot**

Sunday	May 28	Tioga
Friday	June 9	EBC Elims Vernon
Sunday	June 18	EBC Finals Vernon
Sunday	June 25	Buffalo
Sunday	July 2	Goshen *
Tuesday	July 11	Monticello
Wednesday	July 19	Saratoga
Tuesday	August 1	Yonkers
Thursday	August 10	Vernon
Wednesday	September 6	Batavia
Thursday	September 14	Yonkers

Ex Final TBA

**2-Year-Old Colt Pace**

Wednesday	July 12	Buffalo
Monday	July 24	Monticello
Wednesday	August 2	Saratoga
Friday	August 18	Vernon
Friday	August 25	Yonkers
Friday	September 1	Batavia
Saturday	September 9	Tioga
Thursday	September 21	Yonkers

Ex Finals TBA

**2-Year-Old Colt Trot**

Tuesday	July 4	Tioga
Sunday	July 23	Buffalo
Monday	July 31	Monticello
Tuesday	August 8	Yonkers
Wednesday	August 16	Saratoga
Sunday	August 27	Batavia
Thursday	September 7	Vernon
Monday	September 18	Yonkers

Ex Finals TBA

**2-Year-Old Filly Pace**

Friday	July 7	Vernon
Sunday	July 16	Buffalo
Tuesday	July 25	Saratoga
Friday	August 4	Tioga
Thursday	August 17	Yonkers
Tuesday	August 29	Yonkers
Friday	September 8	Batavia
Tuesday	Septemeber 19	Monticello

Ex Finals TBA

**2-Year-Old Filly Trot**

Friday	June 30	Buffalo
Thursday	July 13	Yonkers
Wednesday	July 26	Batavia
Sunday	August 13	Tioga
Monday	August 21	Monticello
Saturday	September 2	Saratoga
Monday	September 11	Yonkers
Friday	September 22	Vernon

Ex Final TBA

**\* NYSS/EXCELSIOR ELIGIBLE NO POINTS AWARDED**

Zweig Memorial Trot Vernon August 18

## HARNESS TRACKS

	<p>8315 Park Rd. Batavia, NY 14020 585-343-3750 Race Office: x 304 <a href="http://www.bataviadownsgaming.com">www.bataviadownsgaming.com</a></p>
	<p>5600 McKinley Pkwy. Hamburg, NY 14075 716-649-1280 Race Office: x 6234 <a href="http://www.buffaloraceway.com">www.buffaloraceway.com</a></p>
	<p>44 Park Place Goshen, NY 10924 845-294-5333 <a href="mailto:info@goshenhistorictrack.com">info@goshenhistorictrack.com</a> <a href="http://www.goshenhistorictrack.com">www.goshenhistorictrack.com</a></p>
	<p>204 State Rte. 17B P.O. Box 5013 Monticello, NY 12701 845-794-4100 Race Office: x 557 <a href="http://www.monticelloraceway.com">www.monticelloraceway.com</a></p>
	<p>PO Box 356 342 Jefferson Street Saratoga Springs, NY 12866 518-584-2110 Race Off.: 518-581-5860 <a href="http://www.saratogacasino.com">www.saratogacasino.com</a></p>
	<p>2384 W. River Rd. Nichols, NY 13812 Mailing: PO Box 50, 13817 607-699-3900 Race Office: 607-699-7688 <a href="http://www.tiogadowns.com">www.tiogadowns.com</a></p>
	<p>4229 Stuhlman Rd. Vernon, NY 13476 315-829-6825 Race Off: 315-829-6825 <a href="http://www.vernondowns.com">www.vernondowns.com</a></p>
	<p>810 Central Park Ave. Yonkers, NY 10704 914-968-4200 Race Off: 914-457-2627 <a href="http://www.yonkersraceway.com">www.yonkersraceway.com</a></p>