

FORT SCHUYLER MANAGEMENT CORPORATION

REQUEST FOR PROPOSAL

For A Strategic Research, Technology Outreach, Business Development, Manufacturing, And Education And Training Partnership With A Qualified Local Developer In The Greater Buffalo Area

**IN CONJUNCTION WITH
THE SUNY COLLEGE OF NANOSCALE SCIENCE AND ENGINEERING**

October 15, 2013

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October 15, 2013

Attention to Bidders

Fort Schuyler Management Corporation, in conjunction with the SUNY College of Nanoscale Science and Engineering (SUNY CNSE), announces the issuance of a request for proposals (RFP) to establish a strategic research, technology outreach, business development, manufacturing, and education and workforce training partnership with a qualified developer in the Greater Buffalo Area.

Enclosed is the RFP for review by potential Bidders and request for submission of appropriate responses.

Alicia Dicks
President
Fort Schuyler Management Corporation

**LEGAL NOTICE
ADVERTISEMENT for DEVELOPERS**

Request for Proposals

To Establish a Strategic Research, Technology Outreach, Business Development, Manufacturing, and Education and Training Partnership with a Qualified Local Developer in the Greater Buffalo Area.

The Fort Schuyler Management Corporation (FSMC), in conjunction with the SUNY College of Nanoscale Science and Engineering (SUNY CNSE), anticipates developing comprehensive initiatives throughout the state for research, technology outreach, business development, manufacturing, and education and training hubs.

As part of these outreach efforts, FSMC and SUNY CNSE seek to develop strategic partnerships with a qualified local developer in the Greater Buffalo Area for potential research, technology outreach, business development, manufacturing, and education and training hubs.

Among its qualifications, the designated developer must have the credentials, experience, and capacity to design, construct, finance, market, and lease state-of-the-art facilities and cutting edge infrastructure, as well as partner with FSMC and SUNY CNSE on strategic economic development initiatives.

Responses to this RFP shall be delivered to.

Alicia Dicks, President
Fort Schuyler Management Corporation
SUNYIT
100 Seymour Road
Utica, New York 13502
adicks@ftsmc.org
315-792-7306

Qualified Developers may request a Confidentiality Disclosure Agreement (CDA) and RFP Package by contacting the office of the President set forth above. The entire RFP documentation must be provided as set forth below. Bidder must be able to read and print Adobe Acrobat "PDF" files in order to respond to this RFP. The RFP Package will be available **October 15, 2013 through October 25, 2013. A Confidentiality Disclosure Agreement must be executed prior the RFP document transmission.**

Instructions to Responders

Request for Proposals to Establish a Strategic Research, Technology Outreach, Business Development, Manufacturing, and Education and Training Partnership with a Qualified Local Developer in the Greater Buffalo Area.

1. INTRODUCTION. OVERVIEW AND PROJECT DESCRIPTION

A. INTRODUCTION

- (a) Fort Schuyler Management Corporation (FSMC), hereafter referred to also as OWNER, hereby solicits proposals, in conjunction with the SUNY College of Nanoscale Science and Engineering (SUNY CNSE), from local DEVELOPERS in the Greater Buffalo Area to enter into a strategic partnership for potential research, technology outreach, business development, manufacturing, and education and training hub(s), as described further in Section 1.C (PROJECT).
- (b) The successful DEVELOPER will be required, in its proposal, to demonstrate its ability to meet the objectives of this RFP and foster the New York State governmental, business, economic, and educational agendas for this PROJECT.

B. OVERVIEW

- (a) FSMC is a 501(c)(3) corporation formed to: organization formed to "help facilitate research and economic development activities related to the research and educational mission of the State University of New York in and around the Cities of Utica and Rome, New York by purchasing, constructing, and developing and managing facilities and promoting the research therein which support the economic development, research activities, and the mission of the State University of New York and its State University of New York Institute of Technology campus."
- (b) SUNY CNSE is a global education, research, development, and technology deployment resource dedicated to preparing the next generation of scientists and researchers in nanotechnology. CNSE represents the world's most advanced university-driven research enterprise, offering students a one-of-a-kind academic experience and providing over 300 corporate partners with access to an unmatched ecosystem for leading-edge R&D and commercialization of nanoelectronics and nanotechnology innovations.

C. PROJECT DESCRIPTION

- (a) OWNER anticipates developing state-of-the-art facilities and cutting edge infrastructure at locations to be determined in the Greater Buffalo Area that will house research, technology outreach, business development, manufacturing, and education and training ventures in conjunction with SUNY CNSE. As part of the FSMC/CNSE outreach efforts, FSMC seeks to develop a strategic partnership with a qualified local developer for the construction of such research, technology outreach, business development, manufacturing, and education and training hub, as well as partner with FSMC and SUNY CNSE on strategic economic development initiatives. This RFP specifically seeks such qualified developer. Such highly qualified developers must have the capacity to design, construct, finance, market, and lease

the type of facilities described herein (see DEVELOPER REQUIREMENTS, Section 2).

- (b) The vision of these economic development hubs is to act as an innovation catalyst and business paradigm for research and development (R&D), workforce education, and economic outreach in key nanotechnology-enabled industry sectors that build on, expand, and complement the nanotechnology ecosystem already in place across Upstate New York. A key aspect of their mission is to integrate three building blocks: (i) intellectual knowledge, (ii) physical resources, and (iii) networks (partnerships) targeting nanotechnology-enabled growth industries, including adjacent markets and supply chains, into public-private partnerships that convert enabling innovations and scientific breakthroughs into real business opportunities and revenue-generating ventures within a technically aggressive and fiscally leveraged technology development and deployment environment.
- (c) It is the intent of this RFP for the DEVELOPER to share in the investments associated with this PROJECT and to be involved in the financing of it. The DEVELOPER is also expected to help finance, market, lease, and recommend space fit-up layouts and specifications for planned tenants.
- (d) The OWNER retains full and complete approval of all actions associated with this PROJECT including all public communications associated with it.
- (e) The strategic partnership contemplated in this RFP shall exist for a term of 5 years with possibly 5 successive one-year options for renewal subject to mutual agreement.

2. DEVELOPER REQUIREMENTS

- A. FSMC, in conjunction with SUNY CNSE, is seeking a local DEVELOPER in the Greater Buffalo Area with the expertise, commitment, and business values needed to function as a strategic partner to rapidly and effectively advance the construction and operation of research, technology outreach, business development, manufacturing, and education and training hubs, as well as partner with FSMC and SUNY CNSE on strategic economic development initiatives. A proven record in successfully implementing large-scale projects within the public-private partnership organizational context is essential. The successful DEVELOPER must demonstrate its ability to meet the following OWNER requirements:
 - (a) Over 50 years of proven experience and successful track record in the construction and operation of mixed-use facilities and buildings, including Class A office space, electronic classrooms and conference rooms, high tech laboratory space, and advanced cleanroom infrastructure in the Greater Buffalo Area, with emphasis on nanotechnology, medical, and green energy infrastructure and facilities.
 - (b) Location of headquarters and major operations in the Greater Buffalo Area, with extensive knowledge and demonstrated know how of the local real estate market and business and financial drivers in the Greater Buffalo Area.
 - (c) Recognized ability to successfully carry out acquisition, planning, design, construction, ownership, and operation of large and multi-use tech parks, with complex research, development, workforce training, and commercialization buildings and facilities.
 - (d) Fully integrated and comprehensive in-house skills and services, including design, architecture, legal, financial, leasing, construction, and facility management/lease services,

with sophisticated tools and advanced capabilities (such as InSite SiteWork (www.insitesoftware.com) to accurately and efficiently coordinate all aspects of site and utility construction, to develop ideal building conditions, and USGlobalNet, or USGN's (www.usgn.net) web-based project management software) or equivalent to effectively manage projects expeditiously, professionally, on-time, and within budget.

- (e) Demonstrable know how in the development and implementation of multi-faceted budget and financial models to fund projects, generate revenue, and meet financial goals, including providing strategic guidance and development expertise to formulate and execute viable and financially sound projects.
 - (f) Proven ability and keen interest in partnering with FSMC and SUNY CNSE on strategic economic development initiatives, including the development and execution of successful marketing strategies to attract high tech partners and tenants to targeted sites in the Greater Buffalo Area.
 - (g) Established readiness and disposition to invest in anchoring and expanding DEVELOPER owned business and operations in the Greater Buffalo Area, including DEVELOPER owned infrastructure investments and DEVELOPER own job creation.
 - (h) Bidder is required to comply with equal opportunities for minorities and women pursuant to section 312 of the New York Executive Law. This includes the achievement of at least 23% Women and Minority Owned Business Enterprise participation (WMBE). Accordingly, it is expected that DEVELOPER be able to demonstrate a track record in WMBE participation.
 - (i) Demonstrated track record at serving as the single point of accountability for institutional clients who have multi-year, multi-project initiatives.
- B. It is expected that potential tenants and corporate partners will be local, national, and global businesses, companies, and concerns with technology roadmaps and business strategies that are consistent and in accordance with the state pre-eminent strategy in attracting nanotechnology-enabled industries to further develop the state's innovation economy in research and development, technology outreach, business development, manufacturing, and education and training. In addition, preference must be given to Start-Up New York eligible business. The final acceptance of tenants and partners resides with FSMC and SUNY CNSE.
- C. DEVELOPER is expected to be ready and willing to lease and occupy a portion of the space in any project that results from this RFP.
- D. DEVELOPER, FSMC, and SUNY CNSE are expected to share in the identification of prospective tenants and in negotiating lease arrangements with prospective tenants.
- E. SEQRA AND REQUIRED APPROVALS
- (a) DEVELOPER, FSMC, and SUNY CNSE will work jointly to obtain required NYS SEQRA approvals, building permits, and operating permits for any project that results from this RFP, other than those permits that are customarily obtained by a builder, general contractor or architect.
- F. DEVELOPER QUALIFICATIONS AND EXPERIENCE
- (a) The response to the RFP shall include the DEVELOPER's qualifications and experience with regard to design, construction, financing, marketing, real estate services, and leasing of

research and development, laboratory, instructional, and office facilities, in accordance with the criteria in sections 2A, 2B, 2C, 2D, and 2E.

- G. OWNER assumes no responsibility or liability for any cost incurred by DEVELOPER in connection with this RFP.

3. RFP SCHEDULE

- A. Legal Notice Announcement October 15th – 19th
- B. Request for Proposal Document Issue/Available October 15th – 25th
- C. Signed Confidentiality Agreement (Appendix “D”) October 15th - 25th
- D. Signed Confirmation to Attend the Project Conference (Appendix “B”) October 29th
- E. Project Conference November 1st
- F. Deadline for Submission of Written Questions November 12th
- G. Response Due by Owner to Written Questions November 25th
- H. Letter of Interest and DEVELOPER Proposal Due Date December 10th

4. FORMAT OF DEVELOPER RFP RESPONSE

- A. DEVELOPERS in accordance with the schedule above shall:

- (a) Submit a signed Letter of Interest.
- (b) Submit 2 signed originals and two copies of their proposals pursuant to this RFP.
- (c) Submit one electronic copy of their proposal (on CD ROM - read only).
- (d) Deliver complete submittal in sealed envelope, return receipt delivery, to the FSMC President.
- (e) Clearly print or type OWNER contact and address on the front of envelope.

- B. DEVELOPER’s response shall be delivered to the FSMC President.

5. DEVELOPER REQUIRED DELIVERABLES

- A. Letter of Interest

- (a) A transmittal letter must accompany the submission, signed by a principal of the proposed DEVELOPER. Documentation should also be provided listing the officers in the firm who are authorized to negotiate and execute agreements on behalf of the DEVELOPER.

- B. Response to the RFP

- (a) The response to the RFP by the DEVELOPER must be prepared on company letterhead and provide detail sufficient to demonstrate DEVELOPER REQUIREMENTS set forth in

Section (2) (A) and DEVELOPER QUALIFICATIONS AND EXPERIENCE as set forth in Section 2 (F). In addition, the response to the RFP must specifically include the following information (please respond in the following sequence):

- Information on DEVELOPER's overall size (including the number of partners, employees, etc.) and the size and geographic location of offices.
- A short description of the history and background of DEVELOPER.
- A staffing-list and organization chart for key staff who will be involved in the Project, including name and education.
- If not publicly traded, identification of the 10 largest shareholders, or partners of DEVELOPER.
- Any outstanding legal actions, liens, and lawsuits that DEVELOPER, or any parent, subsidiary, or affiliate of DEVELOPER, is currently involved in, pending, or has experienced in the last three years.
- The maximum dollar amount for which DEVELOPER can provide a payment and performance bond.
- Evidence of available capacity to the extent to convince OWNER DEVELOPER has the resources to commit to the Project.
- Evidence that financial resources are solid and reliable to protect OWNER and ensure a timely and successful development of the Project.
- List of on-going projects and financial commitment levels.
- Limits of DEVELOPER general liability insurance.
- Latest audited financial statement for DEVELOPER or letter of financial reference from major financial institution.
- Developer fee methodology, including finder's fee per site (if any), property management fee or square foot fee for the various space types, and/or any other fees (if any) for financing, leasing, marketing, and space fit-up layouts and specifications for planned tenants.

6. PROJECT CONFERENCE & QUESTIONS

- A. All invited parties that anticipate responding to this **RFP** are required to attend the Project Conference scheduled for November 1, 2013. The conference length is projected to be two hours. The time and location to be determined and disclosed to the bidder's submitting the Intent To Respond Form/Conference Attendance (Appendix B) no later than October 29th. DEVELOPER must notify the FSMC President at the address below.
- B. All Questions should be asked at the Project Conference. If additional questions are introduced, they must be in writing as formatted in Appendix "A" -- RFP Form and submitted hard copy and electronically, no later than November 12, to the FSMC President at:

Alicia Dicks, President
Fort Schuyler Management Corporation
SUNYIT
100 Seymour Road
Utica, New York 13502
adicks@ftsmc.org

- C. Response to all RFP questions will be shared with all prospective DEVELOPERS who have attended the Project Conference no later than November 25, 2013. Any amendments or clarifications of the RFP will be provided in writing to each DEVELOPER who has attended the Project Conference.

D. The last day to submit an RFP proposal will be December 10, 2013 at 5PM EDT.

7. EVALUATION OF RESPONSE to RFP

A. Selection Process

- (a) FSMC will appoint a Selection Committee that will oversee the process of reviewing submissions to this RFP. The Selection Committee will recommend the selection of a PREFERRED DEVELOPER to the FSMC Board of Directors. The FSMC Board of Directors has the final authority for making the final selection and authorizing a contract.
- (b) Responses to this RFP will be evaluated by the Selection Committee which will recommend a preferred candidate as well as a 1st and 2nd back-up candidate.
- (c) Upon FSMC Board approval, detailed discussions and negotiations will be conducted with the preferred candidate which may lead to designation of the preferred candidate as the PREFERRED DEVELOPER, subject, however, to execution of an acceptable agreement by the preferred candidate with FSMC.
- (d) If an agreement cannot be reached with the preferred candidate, discussions and negotiations with the 1st back-up candidate will ensue. If an acceptable agreement cannot be reached with the 1st back-up candidate, the 2nd back-up candidate will be engaged in discussions and negotiations.
- (f) In the event that an ultimate selection cannot be made, FSMC reserves the right to terminate the process and this RFP.
- (g) FSMC reserves the right to reject any and all proposals, in whole or in part, during the first stage and/or the second stage/final interview process.
- (h) FSMC also reserves the right to effectuate any of the following: to negotiate change in the scope of services, to modify, restructure, or expand in whole or in part the proposed DEVELOPER and/or PREFERRED DEVELOPER Project Team, and to waive any technicalities as deemed in its best interest.

B. Evaluation Criteria

Evaluation criteria will be used to select the top DEVELOPER proposal that best meets the Project objectives outlined in this RFP. The chosen DEVELOPER will be selected through a deliberative process. The evaluation process will follow criteria developed in accordance with the DEVELOPER REQUIREMENTS set forth in Section (2) and the DEVELOPER QUALIFICATIONS AND EXPERIENCE as set forth in Section 2 (F), and would include:

- (a) Quality and success of examples of previous similar project(s). Project example evaluation criteria will include without limitation:
 1. demonstrated experience and successful track record in the construction and operation of mixed-use facilities, including Class A office space, electronic classrooms and conference rooms, high tech laboratory space, advanced cleanroom infrastructure in the Greater Buffalo Area, with emphasis on nanotechnology, medical, and green energy infrastructure and facilities,
 2. level of job creation, total investment, design excellence, and rate of development and absorption.

- (b) Demonstration of team's headquarters and major operations in, extensive knowledge of the local real estate market and business and financial drivers in, commitment to the Greater Buffalo Area, and the willingness to establish a long-lasting local presence.
- (c) Ability to successfully carry out acquisition, planning, design, construction, ownership and operation of large and multi-use tech parks, with complex research, development, workforce training, and commercialization buildings and facilities..
- (d) Level of in-house skills and services, including design, architecture, legal, financial, leasing, construction and facility management/lease services with advanced capabilities and tools to effectively manage projects.
- (e) Demonstrable know how in development and implementation of multi-faceted budget and financial models to fund projects, generate revenue and meet financial goals and demonstrated financial capacity and ability to arrange financing (as based on project examples, and banking, credit, and personal references).
- (f) Quality of team's prior experience in public-private partnerships and ability and interest in partnering with FSMC and SUNY CNSE on strategic economic development initiatives including the attraction of high tech partners and tenants to targeted sites in the Greater Buffalo Area
- (g) Ability to proceed in a timely manner.
- (h) Demonstrable ability to achieve at least 23% WMBE participation.
- (i) Developer fee methodology, including finder's fee per site (if any), property management fee or square foot fee for the various space types, and/or any other fees (if any) for financing, leasing, marketing, and space fit-up layouts and specifications for planned tenants.
- (j) Commitment to lease and occupy a portion of the space in any project that results from this RFP.
- (k) Demonstrated ability to identify prospective tenants and in negotiating lease arrangements with prospective tenants.

8. ADDITIONAL INFORMATION

- A. The OWNER will be the administering agency for any subsequent award that may be made as a result of this RFP. Accordingly, the OWNER is in no way obligated to accept any response and reserves the right to:
 - (a) Cancel the bid at any time.
 - (b) Accept or reject any DEVELOPER response in its entirety or in part.
 - (c) Select multiple DEVELOPERS.
 - (d) Change any dates specified in the RFP.
 - (e) Request additional information where considered necessary or desirable.
 - (f) Request an oral presentation (such oral presentations shall be requested solely at the discretion of OWNER and not all DEVELOPERS may be asked to make such oral presentations).
 - (g) Request written clarification of any or all DEVELOPER responses.
 - (h) Utilize any and all information submitted by the DEVELOPER to this RFP, whether or not that DEVELOPER is selected.

9. ENCLOSURES

Appendix "A" - Request for Information (Clarification) Form

Appendix "B" - Intent to Respond/Conference Attendance Confirmation Form

Appendix "C" - Insurance Requirements

Appendix "D" - Disclosure of Lobbyist form

Appendix "E" - Disclosure of Prior Findings of Non-responsibility form

Appendix "A"
Request for Information (Clarification)

Submit Electronic Requests to the FSMC President at: adicks@ftsmc.org

Request for Proposal (RFP) To Establish a Strategic Research, Technology Outreach, Business Development, Manufacturing, and Education and Training Partnership with a Qualified Local Developer in the Greater Buffalo Area.

Developer Reference: _____ **Request Received:** _____

Submitted By: _____

Subject: _____

Priority: _____

Doc. Reference: _____ **Item:** _____

Section: _____ **Area:** _____

DESCRIPTION OF REQUEST:

RESPONSE:

Reply Issued by: _____

Date: Issued in Addendum #: _____

Appendix "B"

Intent to Respond / Conference Attendance Confirmation Form

Project Name:

**For A Strategic Research, Technology Outreach, Business Development, Manufacturing, And
Education And Training Partnership With A Qualified Local Developer In The Greater Buffalo Area**

To: Alicia Dicks

We hereby acknowledge receipt of the complete set of RFP documents for the above referenced project work, and confirm that:

- We do intend to submit an RFP for this work. We understand that this response will be prepared by us at no cost or obligation to Fort Schuyler Management Corporation.

If at any time during this process you determine not to bid please submit a no bid email to Ms. Alicia Dicks via email at adicks@ftsmc.org

Registration for Site Visit:

- We will attend the Project Conference and expect ___ representatives to attend.
Maximum of 4 pre-registered attendees inclusive of your sub-contractors may attend.

Please list:

Attendee Name: _____

Company Name: _____

Attendee Name: _____

Company Name: _____

Attendee Name: _____

Company Name: _____

Attendee Name: _____

Company Name: _____

Signature: _____

Date: _____

Name: (Print) _____

Title: _____

This document is to be scanned and submitted via electronic mail to Ms. Alicia Dicks at adicks@ftsmc.org

ATTACHMENT C

Insurance and Indemnification Requirements

1. **Insurance Limits**

Vendor and Vendor's subcontractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

- A. **Commercial General Liability** ("CGL") with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 10 93 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

Fort Schuyler Management Corporation ("FSMC"), the Research Foundation of State University of New York ("RF"), the State University of New York ("SUNY"), The SUNY College of Nanoscale Science and Engineering (CNSE), State University of New York Institute of Technology at Utica/Rome (SUNYIT), and the State of New York ("STATE") shall each be named as Additional Insureds on the Vendor's CGL policy using ISO Additional Insured endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 1 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Vendor. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds.

Vendor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the project and shall maintain Completed Operations coverage for itself and each Additional Insured for at least 3 years after completion of the work.

- B. **Business Automobile Liability** ("AL") with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. FSMC, RF, SUNY, CNSE, SUNYIT, and STATE, shall each be named as Additional Insureds on the Vendor's AL policy. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Vendor. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
- C. **Workers Compensation** ("WC") Employers Liability and Disability benefit as required by New York State. Detailed information can be obtained by going to the link <http://www.wcb.state.ny.us/> Please note Accord form is NOT acceptable proof of insurance for Workers' Compensation, Employers Liability and Disability insurance. A C105.2, CE-200, or other WC officially sanctioned form is required.
- D. **Commercial Umbrella Liability** ("UL") with limits of insurance of not less than a limit of \$10,000,000. UL coverage must include as Additional Insureds all entities that are Additional Insureds on the CGL and the AL.
- E. **Property Insurance** ("PI") Vendor shall purchase and maintain for the duration of this agreement Property Insurance in the amount of \$6,000,000 that includes coverage for the personal property/equipment of others and/or property that is in the care, custody and control of Vendor.

This policy should provide "all-risk" coverage and shall include coverage for the perils of "testing", "calibrating" and "mechanical breakdown." FSMC and RF shall be named as Loss Payees on the PI policy maintained by Vendor.

F. **Waiver of Subrogation:** Vendor waives all rights against FSMC, RF, SUNY, CNSE, SUNYIT, and STATE and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, AL, WC & EL PI or UL insurance maintained per the requirements stated above.

G. **Certificate of Insurance:** Certificate of Insurance acceptable to FSMC, RF, SUNY, CNSE, SUNYIT, and STATE must be provided prior to commencement of the Vendor's work. A copy of the General Liability Additional Insured endorsement shall be attached to the Certificate of Insurance.

Certificate Holder: Fort Schuyler Management Corporation
SUNYIT
100 Seymour Road
Utica, New York 13502

H. **Notice of Cancellation or Coverage Modification** to the certificate of insurance: No insurance policy required above shall be cancelled, modified allowed to expire, or reduced in coverage without at least 30 days prior written notice to the Foundation.
Notice of Cancellation to the Workers' Compensation and Disability benefit without at least 10 days prior written notice to the Foundation.

The obligation of Vendor to indemnify any party shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by Vendor.

2. **Indemnification Requirements**

Vendor shall indemnify, save, hold harmless and defend each of Fort Schuyler Management Corporation ("FSMC"), the Research Foundation of State University of New York ("RF"), the State University of New York ("SUNY"), The SUNY College of Nanoscale Science and Engineering (CNSE), State University of New York Institute of Technology at Utica/Rome (SUNYIT), and the State of New York ("STATE"), and the agents, directors, trustees, officers, employees, shareholders, members, and assigns of each of them (collectively, "Indemnitee") from and against any and all claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses), whether or not subject to litigation (collectively, "Indemnified Claims"), incurred by any Indemnitee in connection with the performance of this Agreement, or for any damage or destruction of property, or injury, sickness, disease or death to persons caused by any acts or omissions of Vendor's or its employees' or agents'.

Acknowledgement: By signing below, you acknowledge your organizations willingness to comply with these insurance and indemnification requirements should your organization be awarded the project.

X _____ Date: _____

Print Name: _____ Title: _____

Project: For A Strategic Research, Technology Outreach, Business Development, Manufacturing, And Education And Training Partnership With A Qualified Local Developer In The Greater Buffalo Area

ATTACHMENT D

Disclosure of Prior Findings of Non-Responsibility

New York State agency finding of non-responsibility during the previous four (4) years

Disclosure of Prior Findings of Non-Responsibility Form

Name of Entity of Responder seeking to enter into the Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

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

No (If no, skip to question #5)

Yes (If yes, answer question #2, #3, & #4)

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding on Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes (If yes, answer question #6)

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Responder certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ (Signature) Name: _____

**Instructions for Completing the
Disclosure of Prior Findings of Non-Responsibility Form**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

RF/CNSE includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Development Contract, Supplement or Change Order.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over \$15,000.

ATTACHMENT E

Disclosure of Lobbying Activity

Disclosure of any person or company that lobbied on your behalf in relation to this RFP.

Disclosure of Lobbyist Form

Solicitation or Contract Number:	
Name of Proposer or Contractor:	
Address:	
Name and Title of Person Submitting this Form:	
Is this an initial filing or an updated filing in?	<p>Section II. Agency and Authority Responsibilities</p> <p>1. Every covered agency and authority shall ensure that bid or proposal documents for procurement contracts include the name, address, telephone number, place of principal employment and occupation of every person or organization retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process and whether such person or organization has a financial interest in the procurement.</p> <p>2. Every covered agency and authority shall ensure that bid or proposal documents for procurement contracts shall include the name, address, telephone number, place of principal employment and occupation of every person or organization subsequently retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process and whether such person or organization has a financial interest in the procurement. Every covered agency and authority shall ensure that contractors shall inform the agency or authority of the identity of any such persons or organizations prior to such person or organization contacting a covered agency or authority.</p>
(Please indicate with an "X")	
Initial Filing	
Updated Filing	
Date submitting this form:	
The following person(s)* or organization was retained, employed or designated by or on behalf of the Proposer or Contractor to attempt to influence the procurement process:	
Name:	
Address:	
Telephone Number:	
Place of Principal Employment:	
Occupation:	
Does the above named person or organization have a financial interest in the procurement?	
(Please indicate with an "X")	
Yes	
No	

*Attach additional forms as necessary