

Request for Proposals
Public Relations Agency

RFP No. 1990SS

Jacob K. Javits Convention Center
655 West 34TH Street
New York, NY 10001

Important Dates

Deadline for Submitting Questions: Friday, June 26, 2015

Proposals Due Date: Monday, July 6, 2015

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1. General Information

The New York Convention Center Operating Corporation (NYCCOC) is a New York State public benefit corporation charged with operating and maintaining the convention/exhibition facility known as the Jacob K. Javits Convention Center (“the Javits Center”). The Javits Center is considered the busiest convention center in the United States. Each year, the Javits Center hosts more than 150 events of various sizes, including major trade shows, conventions, consumer shows, large meetings, conferences, product introductions, licensing examinations, corporate charitable galas, and film shoots. The Javits Center supports more than 14,000 jobs a year and generates up to \$1.5 billion in annual economic activity for New York. The facility hosts more than two million visitors per year.

The Javits Center’s property extends from 33rd Street to 40th Street, from 11th Avenue to 12th Avenue. The original Javits Center, which is located between 34th and 38th Streets, opened in 1986. It contains approximately 840,000 square feet of exhibition space on three levels, 28,000 square feet of meeting space and 665,000 square feet of pre-function, support and staging areas. Two pre-function areas known as the North Concourse and South Concourse, which lead into the Level 1 exhibition halls, open onto a roadway located entirely on Javits Center property (“Inner Roadway”). The North Concourse entrances are visible from 11th Avenue.

NYCCOC is seeking a qualified firm to provide Public Relations Services as outlined in the Scope of Work below.

2. Scope of Work

2.0 Purpose

The New York Convention Center Operating Corporation (hereafter referred to as NYCCOC) requires the services of a qualified public relations firm also referred to as the Contractor, Successful Bidder or Consultant, to plan, coordinate, implement and administer Public Relations for the Javits Center, the largest convention center in New York State located on Manhattan’s West Side. As discussed in this Request for Proposal (RFP), in addition to other responsibilities, the NYCCOC requires a Contractor who will work with us as a partner; has experience working with the New York media market and other major mainstream media outlets; has experience working with the real estate and/or trade

show/hospitality industry and associated industry publications; has experience managing highly recognized brand names; has excellent creative development skills; can provide high quality results in a cost effective manner; works willingly with NYCCOC as a non-exclusive contractor; recognizes and accepts that NYCCOC has in-house public relations capabilities that we may implement from time to time, in place of the Contractor's services.

NYCCOC requires a Public Relations Agency that can:

- Demonstrate experience in managing public relations for real estate corporations and its related locations, highly visible destinations and/or trade show/hospitality industries
- Provide and/or arrange for an aggressive media outreach, story development, and placement through extensive media contacts throughout the United States and the world
- Target various media outlets and securing press across traditional and emerging media platforms, including top-tier publications, magazines and television networks
- Liaise with other NYCCOC vendors, industry stakeholders and partners to generate buzz and exposure for the Javits Center
- Create updated press kits and fulfill media inquiries as appropriate
- Generate timely press releases and manage industry-trend release opportunities
- Influence local media to increase positive presence across all platforms, including but not limited to, print, radio, television and digital outlets, and encourage customers to host events
- Arrange and coordinate press trips for visiting journalists as well as various trade professionals
- Support trade show and media event activities for the campaign
- Provide marketing support and promotional opportunities

- Collaborate with NYCCOC in-house Communications team and other New York State communications professionals to handle unforeseen contingencies requiring crisis management
- Monitor the Javits Center narrative that is being told and recommend any necessary adjustments to further improve public image and interest by media outlets and various stakeholders

NYCCOC seeks a public relations partner that will be highly responsive, operate in a conscientious manner and will commit top-level management and talent to NYCCOC's account. In consultation with NYCCOC staff and stakeholders, such an agency should create and develop an integrated public relations strategy involving various media platforms, including but not limited to print, radio, television and digital outlets, that are designed to generate positive brand consciousness of the Javits Center as a premiere destination for trade shows, conventions, special events and corporate events. These strategies also should be designed to illustrate the Javits Center's critical importance to the New York community and economy. The Contractor also should be willing to recognize and utilize the in-house Communications team to ensure all capabilities are maximized, as well as all other Contractors performing services for NYCCOC.

2.1 Background

In 2014, the Javits Center completed a top-to-bottom, \$463 million renovation project that included new façade, flooring, mechanical and telecommunications systems, as well as a host of sustainable upgrades that will significantly reduce the facility's carbon footprint and improve the community's quality of life. Along with a new sustainability program, all of these upgrades will reduce the building's energy consumption by 26%, translating into millions of dollars in savings in the years to come. Led by the New York Convention Development Corporation (NYCCDC, FXFOWLE/Epstein and Tishman Construction), the five-year project has turned the Javits Center into a model of sustainability for buildings throughout the New York region.

With the completion of the renovation project, the Javits Center has experienced a surge in the number of overall events and attendees. In 2014, the Javits Center hosted 177 trade shows, conventions and special events, a 10% increase compared to 2013 and a 22% increase compared

with 2012. In 2014, 2.5 million people visited the facility, a 10% increase compared to 2013

As the popularity of the newly renovated Javits Center increases, the neighborhood surrounding the facility is rapidly changing – and helping to connect the Javits Center to New York in more ways than ever before. The ongoing Hudson Yards development is expected to bring thousands of new residences and businesses to the area, while the upcoming opening of the 7 Subway extension will make it easier to access the neighborhood. The third and final extension of the High Line, along with the nearby Hudson River Park, also will help to transform the area into a vibrant community for residents, retailers and tourists.

NYCCOC seeks a public relations agency that can capitalize on the infrastructure investments at the Javits Center and the investments being made in the surrounding community and translate these developments into positive brand awareness for the Javits Center.

2.2 Scope of Services

The Scope of Services shall consist of planning, coordination, implementation and administration of public relations on behalf of NYCCOC. Serve as a non-exclusive, full-service Public Relations Agency to generate exposure for and encourage interest in the Javits Center, and as may be required, partners of the Javits Center, with a commitment of top-level management and talent.

NYCCOC intends to support a strategic plan for public relations that includes media relations, press release writing and distribution, social media outreach, and public relation initiatives. The primary objective of this contract is to enhance the Javits Center brand and communicate improvements in and around the facility in order to generate customer and stakeholder interest, further supporting job creation and economic activity throughout New York State.

The primary functions of the Public Relations Agency selected will include, but not be limited to:

2.2.1 Serve as a non-exclusive, full-service Public Relations Agency to generate exposure for and interest in the Javits Center as a premier destination for trade shows, conventions and special events that supports New York's economy including the hotel, restaurant and tourism industries. The chosen Contractor will conduct a public

relations program strategically designed to enhance the Javits Center brand, raise awareness about its economic impact and generate buzz about the facility as a worldwide destination for trade shows, conventions and special events.

- 2.2.2. Work closely in conjunction with NYCCOC to develop a strategic and targeted public relations plan to reach the media, trade, and consumer, thus growing the brand awareness for the Javits Center. To maintain continuity and consistency, themes shall be integrated with existing marketing materials, with ideas supplemented and supervised by the NYCCOC staff and advisors.
- 2.2.3. Develop story angles and media stories for top-tier media outlets that highlight New York City and New York State as a premier destination for the show managers, conventioners and meeting planners. Encourage media outlets to promote stories about hosting events at the Javits Center. Including additional story pitches on the economic impact of trade shows to trade publications and incorporating pitches on current events that make New York City and New York State relevant to real-time trends. Examples of past successes or ideas are required. With this media push, the NYCCOC can promote its services and impact to a larger customer base by pitching and placing stories through appropriate channels.
- 2.2.4. Manage aggressive, proactive media outreach in order to sustain visibility on clearly defined subjects and to clearly defined audiences for greatest success. Examples of past successes or ideas are required.
- 2.2.5. Respond to media inquiries and refer coverage as appropriate. The Contractor shall also manage and maintain a database of press releases and downloadable images for dissemination through various media outlets and inquiries, as appropriate, and provide up-to-date information for any media inquiries.
- 2.2.6. Track media coverage of the Javits Center and related activities, including ongoing events at the facility, through both traditional channels such as television and print media, as well as emerging media channels such as blogs and social networking.
- 2.2.7. Secure trade media and press through targeted press trips, both individually and in groups, to the Javits Center. The Contractor shall also provide for logistical planning to schedule and execute these

trips in cooperation with both industry stakeholders and NYCCOC.

2.2.8. Secure and arrange media interviews and meetings with key trade publications to enhance the Javits Center brand and encourage stories about hosting events at the facility. Provide research on paid media programming opportunities that can further expand the awareness of Javits Center as an event destination.

2.2.9. Develop a digital public relations plan that can be integrated with the Javits Center's digital/social media outlets.

2.2.10. Handle any unforeseen crises and developments through a crisis management plan, in partnership with NYCCOC.

2.2.11. Serve as a critical partner to the NYCCOC's communications and marketing teams by providing strategic advice in planning for ongoing initiatives, suggesting any refinements and possible public relations implications for these activities for the maximum benefit of the Javits Center and its stakeholders.

2.2.12. Monitor the efficacy of the public relations efforts by providing monthly reports with written analyses that measure results that include actionable recommendations for improvement.

2.2.13. Perform such other services as a non-exclusive, full-service, Public Relations Agency, as requested.

2.2.14. When requested, facilitate and coordinate promotional activities including, but not limited to, news conferences, contests, sponsorships, and other related partnerships. In addition, the Public Relations Agency will be responsible for designating one staff person to be the point of contact to NYCCOC regarding public relations issues. The public relations agent will be required to meet with NYCCOC upon request.

2.3. Deliverables

The deliverables for this project are consistent with the Scope of Services discussed above.

2.4 Minimum Qualification Requirements

2.4.1 Prior to the proposal due date for this RFP, your company must be a

going concern whose principals have a minimum of five (5) years' experience in public relations for the real estate and/or hospitality industry and marketing for destinations. Your company must have the ability to perform the functions of a full-service public relations agency. For the purpose of this RFP, a full service public relations agency is defined as a company that provides the services described in Section 2.1 of this RFP. The documentation must thoroughly describe how the company has supplied expertise for similar real estate and/or hospitality related contracts and work related to planning, coordination, implementation and administration of public relations.

- 2.4.2. Bidder must briefly describe their knowledge and understanding of the Javits Center, its operations and its impact on the community and economy. It is important to cite examples of operational successes that may have potential for public relations such as knowledge of recent events and developments.
- 2.4.3. Bidder must explain how they will maintain strategic direction and manage aggressive, proactive media outreach in order to sustain visibility on clearly defined subjects and to clearly defined audiences for greatest success.
- 2.4.4. Bidder must provide samples of collateral press releases, demonstrate strong writing techniques based on media outlet, social media campaigns, marketing public relations techniques and other real estate, hospitality or destination related materials.
- 2.4.5. Bidder must demonstrate short and long term goals for managing the Javits Center brand, outlining ways to enhance the facility's image on a local, national and global scale
- 2.4.6. Bidder must demonstrate ability to handle crisis communication and organize public relations events.
- 2.4.7. You must provide as part of your proposal, the name and address of at least three (3) business references that can substantiate that your company has been in business for at least ten (5) years, performing services essentially similar to those described in Section 2.1 of this RFP. Your references will be contacted to determine if they are consistently satisfied with your work and services.
- 2.4.8. You must have the economic resources to pay expenses in advance

of reimbursement from NYCCOC, for the services described in Section 2.1 of this RFP, as well as the staff and administrative expenses itemized in your proposal. You must provide as part of your proposal, a letter from a Certified Public Accountant (CPA) stating that your company has the economic resources to pay expenses pending reimbursement from NYCCOC and that your company has sufficient working capital, positive net worth, and has or can obtain a line of credit, for the work described in this RFP.

2.4.9. This Section 2.4 of the RFP is not intended to itemize all requirements for an award of this project.

3. Instructions

Firms wishing to submit proposals do so entirely at their own risk. There is no expressed or implied obligation for New York State (NYS) or NYCCOC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. NYCCOC shall only be obligated in accordance with the terms of a duly executed written contract.

To be considered, five (5) hard copies of a proposal and an electronic copy on a flash drive must be placed in a sealed envelope labeled "RFP #1990SS – Public Relations Agency," and received in the Purchasing Department by 3:00 p.m. on Monday, July 6th, 2015. Proposals received after that time will not be accepted. Bidders are responsible for the timely delivery of their proposals.

Proposals are to be delivered to:

Stephanie Santana
Jacob K. Javits Convention Center
Purchasing Department
655 West 34th Street
New York, NY 10001-1188
Fax: 212-216-4099
E-mail: ssantana@javitscenter.com

Questions concerning the content of the RFP must be submitted in writing, and must be received by this office no later than Friday, June 26, 2015. Inquiries received after this date will not be acknowledged. An official written reply to all questions will be prepared and copies of answers on these questions will be furnished to all prospective bidders.

Any exceptions to the RFP requirements shall be explained in detail by the bidder in a separate section entitled “Exception to RFP Requirements and Alternatives Proposed.”

Purchasing Agent is the “designated contact” at NYCCOC pursuant to the Lobbying Law to whom contacts concerning this procurement must be limited (see summary of Procurement Lobbying Law on page 26).

IF YOU COMMUNICATE OR ATTEMPT TO COMMUNICATE WITH ANY EMPLOYEE OF NYCCOC OTHER THAN “DESIGNATED STAFF” IDENTIFIED ABOVE, AT ANY TIME PRIOR TO THE AWARD OF THIS CONTRACT, YOUR FIRM MAY BE DISQUALIFIED.

Proposals submitted will be evaluated by NYCCOC staff and such advisors and consultants as it deems necessary. During the evaluation process, NYCCOC may request additional information or clarification from prospective firms.

By submission of a proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of the attached Terms and Conditions including “Equal Employment Opportunities for Minorities and Women.”

As a condition of the award, Offerer will be required to submit to NYCCOC a workforce utilization report identifying the workforce actually utilized on the Contract and by the specified categories listed including ethnic background, gender, and occupational categories, and an EEO policy statement.

4. Proposal Structure

Proposals shall be divided into three sections, as follows:

1. Corporate Information and Staff Qualifications including resumes of personnel that will be assigned to the project. Provide a description of the company’s organization, including business experience, biographies and/or resumes of key personnel and personnel that will be assigned to the project.
2. References. Provide three business references with contact information from companies for which you have done projects of similar nature and scope.

3. Financial Proposal. Provide a lump sum price for all services outlined in the scope of work.

5. Evaluation criteria in descending order of importance:

- Financial proposal 30%
- Proposer firm's experience with projects of similar nature/scope 25%
- Qualifications and experience of the proposer firm's project staff 25%
- Understanding of the Javits Center and New York State as a destination for conventions, trade shows and special events 20%

5.1 NYCCOC reserves the right to determine whether oral presentations and/or interviews will be necessary. If NYCCOC decides to conduct oral presentations and/or interviews, such oral presentations/interviews will occur as follows:

Following the evaluation of proposals as provided above, an evaluation committee will determine the Finalists to be interviewed as those having the highest combined technical and cost scores. NYCCOC anticipates that three (3) proposers will be selected as Finalists. NYCCOC reserves the right to select any number of firms as finalists.

Each Finalist will be notified of the date, place and time of their oral presentation and/or interview to be held. The oral presentation and/or interview should further document the proposer's ability to provide the required services. Key personnel directly responsible for the bid submission and/or potential Account Representative(s) should be present and participate in the oral presentation and/or interview. The purpose of the oral presentation and/or interview is to impart to the evaluation committee an understanding of how specific services will be furnished and clarify other information included in the proposal. Further information with regard to the format of this stage of the evaluation may be provided to the finalists prior to their oral presentations and/or interview.

6. Forms

The following forms must be completed and returned with your proposals:

- Affirmations and Disclosure Pursuant to Procurement Lobbying Law

- Offerer/Bidder Disclosure of Prior Non-Responsibility Determination
- Proposer's Signature and Certificate of Authority Form
- Authorized Agent Form
- Minority and Women-Owned Business Information Form
- Non-Bidders Response Form (Non-Bidders only)

7. Delivery of Proposals

Bidders are responsible for the timely delivery of their proposals. Proposals must be received in the Purchasing Department by Monday, July 6th, 2015. Proposals received after that time will not be accepted.

8. Bid Results

Requests for bid results must be submitted in writing under the Freedom of Information Law (FOIL). We will respond to these requests within 5 business days, as the law requires.

9. Protests

No protests regarding the validity or appropriateness of the specifications or of the request for proposal will be considered unless the protest is filed with the Purchasing Agent prior to the closing date for the proposals. Post-award protests must be filed with the Purchasing Agent within fourteen (14) calendar days of bid award. The Purchasing Agent will consult with the appropriate NYCCOC Officials and render a decision in writing fourteen (14) calendar days from date protest is filed.

10. Award of Contract

An award of this RFP will be contingent on a Dun & Bradstreet report and/or any other satisfactory evidence of financial capability, as well as completion and approval of a NYS Vendor Responsibility Questionnaire. All awards are conditioned upon receipt from the selected contractor of an insurance certificate demonstrating compliance with the insurance requirements of the contract and a certification Form ST-220-CA demonstrating compliance with or exemption from the registration requirements of the Tax Law.

11. Reserved Rights

NYCCOC reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at NYCCOC'S sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and NYCCOC'S investigation of bidder's qualifications, experience, ability or financial standing, any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and /or selection under the RFP.
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications, addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- Conduct contract negotiations with the next responsible bidder should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full complete understanding of an Offerer's proposal and/or to determine an Offerer's compliance with the requirements of the solicitation.

12. Insurance

Selected Contractor will be required to submit the required insurance certificate/s within three (3) business days after receipt of a Letter of Intent.

Contract Terms and Conditions

1. Term

The term of this Agreement shall be for the period of one year.

2. Description of Services to be Provided (“The Work”)

Per RFP #1990SS and proposal, as accepted by NYCCOC.

3. Price

Per proposal, as accepted by NYCCOC

4. Payment Terms

Per RFP #1990SS and NYCCOC Prompt Payment Policy, annexed as Appendix A. If payment is to be made on a lump sum basis, the invoice shall be submitted and payment shall be made upon completion. If payment is to be made on time or time and materials basis, invoices shall be submitted and payment shall be made monthly for services rendered during the preceding month.

5. Insurance

Per Appendix B.

6. Indemnification

NYCCOC, the State of New York, the New York Convention Center Development Corporation, the Empire State Development Corporation, the Triborough Bridge and Tunnel Authority and their respective officers, agents and employees (“Indemnities”) from and against any and all claims, suits, loss or liability by reason of any damage to any property whatsoever, including but not limited to property owned by or in the care, custody or control of Indemnities or any one of them or Contractor or any subcontractor or any other person or entity, or by reason of bodily injury or death of any person whatsoever, including but not limited to employees or agents of Indemnities or any one of them or Contractor or any subcontractor as well as any other person, arising out of or in connection with Contractor or its subcontractors’ work under this Agreement, including but not limited to the operation or presence of Contractor, its subcontractors, officers, agents,

employees, equipment or materials on or about the premises of Indemnities or any one of them or while in route to or from such premises, irrespective of the actual cause of the bodily injury, death or property damage and irrespective of whether it shall have been due in whole or in part to the negligence, fault, failure or omission of Indemnities or any one of them, except that such indemnification shall not be effective to the extent that damage or injury results from the gross negligence or willful misconduct of the Indemnities or any of them.

- A. The Contractor's liability under the foregoing paragraph shall be deemed to include, but not be limited to: (a) liability for the payment of Workers' Compensation under the Workers' Compensation Law of the State of New York; (b) judgments under the Federal Employer's Liability Act; (c) similar statutes for the protection of employees; and (d) any other judgments whatsoever.
- B. The liability of the Contractor under this Section is not dependent upon any question of negligence on its part or on the part of its agents, officers, or employees. The approval of NYCCOC of the methods of doing the work or the failure of NYCCOC to call attention to improper or inadequate methods or to require a change in methods or to direct Contractor to do any particular thing shall not excuse the Contractor in case of any such death or injury to person or damage to property, and shall not relieve Contractor of its responsibilities under this Article.
- C. The indemnity shall survive termination of this Agreement or final payment hereunder.

7. Termination for Convenience

NYCCOC shall have the right to terminate this Agreement at any time upon written notice to Contractor and shall be liable only for those fees and expenses incurred prior to notice of termination.

8. Termination for Cause

NYCCOC shall have the right to terminate this Agreement upon a material breach by the Contractor that either remains uncured after written notice and a reasonable opportunity to cure or is persistent and repeated. This right is not exclusive and NYCCOC retains all other rights and remedies available to it under the law and this Agreement

9. Termination Under State Finance Law 139-k(4)

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

10. Limitation of Rights

This Agreement shall not be construed as in any way granting Contractor any interest in the Center. It is intended by the parties hereto that this Agreement merely grants unto Contractor a limited and revocable license to enter upon the Center in accordance with the terms hereof.

11. Assignment / Subcontracting

- A. This Agreement, or any rights of Contractor under this Agreement, may not be assigned by Contractor without the prior written consent of NYCCOC.
- B. Any transfer, by operation of law or otherwise, of Contractor's interest in this Agreement or the License given hereby or of a fifty percent (50%) or greater interest in Contractor (whether stock, partnership interest or otherwise) shall be deemed an assignment within the meaning of this paragraph.
- C. Unless otherwise provided in the Contract Documents, Contractor may not subcontract the Work or any portion thereof without the prior written consent of NYCCOC.

12. Equal Employment Opportunities for Minorities and Women

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of NYCCOC, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. NYCCOC shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. NYCCOC shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such

duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. Non-Discrimination Requirements

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. M/WBE Participation Goals

In the event that NYCCOC has established M/WBE goals for this Agreement, Contractor agrees to make good faith efforts to achieve such goals and to comply with such reasonable reporting requirements as NYCCOC shall impose.

15. Wages and Hours Provisions

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

To the extent applicable, Contractor agrees to comply with the notice and posting requirements of §220 (3a)(a)(ii). Contractor agrees to submit to NYCCOC within 30 days of issuance of its first payroll and every 30 days thereafter, a transcript of the original payroll, subscribed and sworn to or affirmed as there under the penalties of perjury.

16. Omnibus Procurement Act of 1992

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

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

New York State Department of Economic Development
Division of Small Businesses
30 South Pearl Street
Albany, New York 12245
Telephone: (518) 292-5220 Fax: (518) 292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St, 2nd Floor
Albany, New York 12245
Telephone: (518) 292-5250 Fax: (518) 292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

17. Confidentiality

- A. The Contractor, its officers, agents, employees and subcontractors shall not, either during or after the term of this Contract, disclose to any third party, or use for its own benefit, any information relative to the business of NYCCOC or its customers obtained in the course of or by reason of rendering such services, without the written consent of NYCCOC, except as required by law.

- B. Contractor agrees that violation of the provisions of this section will cause irreparable injury to NYCCOC for which any remedy at law would be inadequate and that NYCCOC shall be entitled in any court of law or equity, to temporary, preliminary, permanent and other injunctive relief against any breach of the provisions contained in this section.

18. Records

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

19. Compliance

Contractor shall comply with all federal, state or other laws, ordinances, orders, rules and regulations which may in any way affect the Work. Contractor shall secure all permits necessary to perform the Work.

20. Contractor's Representations

Contractor represents and warrants that:

- A. It is financially solvent and is experienced in and competent to perform the Work and possesses all of the licenses and accreditations required;
- B. It is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations which may in any way affect the Work;

21. Warranty

The Contractor warrants that the services performed hereunder shall conform to the contract and to generally accepted standards of the profession or industry.

22. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto and supersedes all previous negotiations, commitments and writings pertaining thereto.

23. Notices

Notices shall be sent by certified or registered mail, return receipt requested, to each party at the address stated in Contractor's proposal (and if to NYCCOC, to the attention of General Counsel) or to such other address as either party may designate by similar notice.

24. Applicable Law, Jurisdiction, Venue

This Agreement is governed by the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Contractor irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, and of the United States District Court for the Southern District of New York. The parties designate New York County as the exclusive place of venue.

25. Service of Process

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

26. Severability

If any term of this Agreement or its application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

27. Modification of Agreement

No change in or modification of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith.

28. Waiver

Any failure on the part of CCOC to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of CCOC thereafter to enforce each and every such provision.

29. Relationship of the Parties

The relationship of Contractor to CCOC is that of an independent contractor. Nothing contained in this Agreement is intended to create, or does create, a partnership, joint venture, employment or agency relationship between the parties hereto.

Affirmations and Disclosures Required Under Procurement Lobbying Law

Summary of Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k “Procurement Lobbying Law”, this Request for Proposal includes and imposes certain restrictions on communications between a NYCCOC/The Javits Center and an Offerer during the procurement process. An Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the NYCCOC/The Javits Center and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff is identified in the Instructions to Proposers section of this RFP. NYCCOC/Javits Center employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer is debarred from obtaining governmental Procurement Contracts.

Every Offerer must complete and execute the two documents following this summary:

- Affirmation of understanding and compliance with Procurement Lobbying Law
- Disclosure of Prior Non-Responsibility Determinations

Affirmation of Understanding and Compliance with Procurement Lobbying Law

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer/Bidder Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form:

Contract Procurement Number: _____ Date: _____

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

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

Name: _____ Title: _____

Proposer's Signature and Certificate of Authority

1. Each Offerer/ Proposer, Must Sign Below To Validate Its Proposal

IN WITNESS WHEREOF, the undersigned hereby certifies that she/he has read the entire Contract Documents, including the Terms and Conditions, all supplemental data and each understanding, agreement, offer, acknowledgement, and words of like import made by and furnished on behalf of the Proposer, and attests that it is accurate and the Proposer is bound thereby. The undersigned certifies that all information provided to the NYCCOC with respect to State Finance Law 139-k (4) is complete, true and accurate.

(Name of individual, firm or corp.)

Officer, Agent or Partner Name and Title (Type or Print)

Officer, Agent or Partner Signature

Date: _____

2. THE FOLLOWING SHALL ALSO BE COMPLETED IF THE PROPOSER IS A CORPORATION:

I, the undersigned, as Secretary to the corporation submitting the foregoing bid, hereby certify that under and pursuant to the bylaws and resolution of said corporation, each officer who has signed such bid on behalf of the corporation, is fully and completely authorized to do so.

(CORPORATE SEAL)

Secretary Name and Title (Type or Print)

Secretary Signature

Authorized Agent

The Bidder/Proposer hereby designates the following individual at the following address as its agent for the purpose of receiving any written notice required to be served per the Contract Documents, including Notice of Award, and for receiving service of any and all legal process resulting from this Contract:

Name of Firm

Name and Title of Individual

Federal I.D #

Street

City/Town	State	Zip Code
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Telephone No. () _____

Fax No. () _____

e-mail _____

(Note: Bids transmitted via "Fax" are not acceptable.)

Addenda Acknowledgement

Bidder acknowledges receipt of the following Addenda to the Contract:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Minority and Woman-Owned Business Information

Are you a New York State certified Minority-Owned Business Enterprise?

Yes

No

Are you a New York State certified Woman-Owned Business Enterprise?

Yes

No

If you answered "yes" to one or both of the above questions, please enclose a copy of your New York State certification letter with your bid.

Odwyerpr.com

Non-Bidders Response Form

CONTRACTOR NAME:	
ADDRESS:	
CITY, STATE AND ZIP CODE:	
RFP/ CONTRACT NO:	1990SS
RFP CONTRACT TITLE: Public Relations Agency	

REASONS FOR NOT BIDDING ON THE REFERENCED CONTRACT
(Check all that apply)

- 1. Only interested as a potential Subcontractor.
- 2. Size of this Contract is not within the interest of Contractor.
The Contract is: too small | _____ too large _____
- 3. Contractor had an insufficient amount of time to prepare proposal. The bid package was received on _____
- 4. Contract work is not within the specialty of the Contractor.
(Please state Contractor's area of specialty)
- 5. Other, (Please explain in comment section below).

COMMENTS (PLEASE USE ADDITIONAL SHEETS IF NECESSARY):

Signature

Title

Failure to complete and return this form to the Javits Center in a timely manner may result in the removal of the vendor's name from the Javits Center's solicitation list. Return the completed form via fax at 212-216-4099 or electronically at ssantana@javitscenter.com