

Request for Proposals

Event Planner

Hudson-Fulton-Champlain Quadricentennial

1609-2009

Crown Point Legacy Event

September 19, 2009

Contact:

Celine Racine Paquette

Vice-Chair

Hudson-Fulton-Champlain Quadricentennial Commission

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www.discoverlakechamplain400.org

March 26, 2009

INVITATION

The Lake Champlain Committee (Committee) of the Hudson-Fulton-Champlain Quadricentennial Commission and the New York natural Heritage Trust are issuing this Request for Proposals (RFP) to hire an Event Planner consultant to develop, plan, co-ordinate, and organize an event for the Crown Point Legacy Project on September 19, 2009. Bidders are invited to design and produce an entertaining and educational program of events, complete with support services, that will encourage attendees to "arrive early and stay late."

The signature event, to be held on September 19, 2009, will be host to a variety of dignitaries from New York, Vermont, the Province of Quebec and France and 3000-5000 attendees. This signature event is intended to feature the themes of Celebrating Discovery and Connecting People With Nature. Bid proposals should clearly reflect these themes. The Committee requests that the event planner coordinate the main events occurring on 19th with events planned by other groups on September 18th and 19th. Finally, the events planned for the 19th should complement the State of Vermont's signature Champlain Quadricentennial event, which will be held in Burlington, VT on July 11, 2009.

1. BACKGROUND

The Crown Point Legacy Project (Project) highlights the importance of the 400th anniversary of Samuel de Champlain's 1609 journey on the lake that now bears his name. The Project is also an opportunity to celebrate the incredible natural resources of the Champlain Valley and surrounding Adirondack Park. The Crown Point Legacy Project is one of three Legacy Projects designated by New York State to celebrate the Quadricentennial and is the Legacy Project for the Champlain Region. The project location is the Crown Point State Historic Site, adjacent campgrounds managed by the New York State Department of Environmental Conservation (DEC) and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP), the Lake Champlain Visitor Center, and the Lake Champlain Bridge to Vermont. The date of the major celebrations is September 19, 2009, though other groups are scheduling events in the area on both September 18 and 20. A major feature for the 19th is the rededication of the memorial lighthouse at Crown Point, constructed for the Champlain Tercentenary in 1909. The French donated a bas-relief sculpture by Auguste Rodin for the lighthouse. The rededication will give special recognition to the recently conserved Rodin sculpture.

Dignitaries from New York State, Vermont, Quebec and France will attend the rededication.

A summary of events anticipated for the three day Project is attached as **Schedule A**.

Bidders are encouraged to view materials on the Hudson-Fulton-Champlain Quadricentennial at www.exploreny400.com/Home.aspx; and Vermont's Quadricentennial events at www.champlain400.com/.

2. GENERAL SCOPE OF SERVICES

2.1 Responsibilities of Event Planner

The successful bidder shall be expected to, among other things:

- Expanding on the Project Management Outline submitted with the successful RFP, outline and execute an Project Management Plan and financial report for the Project.
- Within three weeks of signing the contract with Natural Heritage Trust, present a detailed Project Management Plan and financial report on the Project to the Commissioners and State Agencies for approval.
- Manage and co-ordinate all Project planning and implementation and post Project assessment.
- Coordinate efforts with Commissioners, State agencies and their staff for seamless integration of specific events into planning and marketing processes; a copy of the project sponsor organizational chart is attached as **Schedule B**.
- In coordination with State agencies and Commission, Develop, design, and distribute PR, promotional, and advertising material; including but not limited to press releases, newspaper adverts, and electronic mailings, and media kits.
- Design branded Project merchandise.

NOTE: The Project sponsors will handle developing an invitation list, executing invitations, and associated activities. However, the successful bidder must be able to integrate effectively with the sponsors and the invitation list as part of the Project Management Plan.

2.2 Contract Not-to-Exceed Amount, Project Budget: The estimated not-to-exceed amount for this contract is \$30,000. The estimated project budget, including the costs and fees of the event planner, is \$233,000.

2.3 Term of Agreement

The contract period for the event management contract is approximately five (5) months from May 15, 2009 to September 30, 2009.

2.4 Method of Payment and Contracting

The New York Natural Heritage Trust ("Trust") will serve as the contracting and payment entity for this contract. The event planner will submit vouchers, or other methods of requesting payment, to the Trust. The Commissioners will coordinate with Trust staff to review and approve invoices and requests for payments submitted by the event planner.

3. THE PROPOSAL

Proposals should thoroughly address and clearly highlight the following critical areas for evaluation:

3.1 Statement of Qualification

This part should highlight in full detail the bidder's competence and experience in planning, organizing and staging events of this nature. The successful bidder will have demonstrated:

- Excellent public relations;
- Sound knowledge and experience of event management, especially working with various levels of government;
- Creative development and execution of events;

Excellent organizational skills;

-
- Proven networking ability;
- Good communication and people skills;
- Good market reputation;.

3.2 References

Please include the names of five references, including a brief summary of the services your firm provided each reference.

3.3 Project Management Outline

This section should highlight:

- Proposal for managing the events outlined in **Schedule A** and making the Project a success within the tight timeframes imposed by the September 19 deadline;
- Proposal for completing the contract requirements within the stated budget;
- Specific strategies and measures to be employed for each event; planning, coordination, implementation, and monitoring;
- A break-down of services / products that the event planner can offer or arrange for the Project, including but not limited to: integrating multiple activities; crowd and traffic management, providing food and beverage concessions, providing sanitary facilities; accommodating mobility impaired individuals (universal access/ADA); providing tents and pavilions, providing responsible clean-up that stresses Reduction, Reuse, and Recycling.

3.4 Proposed Budget, Event Planner Fees

This section should provide enough cost detail to allow the project sponsors to evaluate the proposal and compare cost estimates between proposers.

3.5 Project Team

This part should outline the Project Team including profiles and CVs of the critical skilled personnel in the key disciplines required for successful execution of the contract.

3.6 Attachments

Bidders may submit as attachments to the proposal, any materials and information which are advantageous to their proposals.

3.6 Identification of the Bidder

The proposal should clearly identify the bidder. The following details should be provided:

3.6.1 Name of the bidder and business type (i.e., LLC, LLP, doing-business-as)

3.6.2 Both physical and postal addresses of the bidder

3.6.3 Names and contact details of two contact persons. The following details should be provided for each contact:

- Name
- Title
- Telephone No.
- Mobile phone No.
- Email address

3.6.4 Please provide a copy of your company's organizational chart.

4. SELECTION PROCESS

Proposals will be reviewed by a panel comprised of Commission members and State agency personnel, who will also select the winning bid. The panel will evaluate the bids received, based mainly on the selection criteria outlined in paragraph 5 below.

In the process of evaluation, the panel may acquire and utilize, to the extent deemed necessary, information obtained from the following sources:

- The bidder or representatives thereof, the proposal and other written submissions by the bidder;
- Background investigation of the bidder to verify information furnished and secure additional information the panel may deem necessary or desirable;
- References, if needed.

5. PROPOSAL EVALUATION CRITERIA

The appraisal criteria and the respective weight attributed to each criterion are listed below.

- **Business Qualification and Experience, References – 30%**
Has the bidder demonstrated a history of success in event planning and management?
- **Project Management Outline – 35%**
Does the bidder present a Proposed Project Management Outline that responds to the requirements of the RFP? The project sponsors must operate within the budget allocated for the entire Project. As a result, the amount of the planner's fees proposed in the bid, as well as the bidder's demonstration of its ability to work within the budget, must factor in the selection process.

- **Creativity - 20%**
Does the overall bid show innovation and creativity in the execution of events proposed in the RFP?
- **Theme - 15%**
Project Management Outline should integrate into the overall project the themes of Celebrating Discovery and Connecting People With Nature.

6. SUBMISSION AND CONTACT DETAILS, IMPERMISSIBLE CONTACTS

Proposals should be submitted in sealed envelopes, bearing the names of the bidder and return address, and clearly marked **“PROPOSAL: CROWN POINT EVENT MANAGEMENT”**

6.1 SUBMISSION ADDRESS

Proposals can be mailed or e-mailed to:

Margaret Gibbs
Commissioner
Hudson-Fulton-Champlain Quadricentennial Commission
Essex County Historical Society/ Adirondack History Center
7590 Court Street, P.O. Box 428
Elizabethtown, NY 12932
518-873-6466
mgibbs@adkhhistorycenter.org
www.adkhhistorycenter.org

6.2 Technical Contacts

Any questions and requests for clarification should be directed to:

Celine Racine Paquette
Vice-Chair
Hudson-Fulton-Champlain Quadricentennial Commission
Samuel de Champlain History Center
202 Elm Street, P.O. Box 3333
Champlain, NY 12919
518-298-1609
cpaquette@primelink1.net
www.discoverlakechamplain400.org

-OR-

Margaret Gibbs
Commissioner
Hudson-Fulton-Champlain Quadricentennial Commission
Essex County Historical Society/ Adirondack History Center
7590 Court Street, P.O. Box 428
Elizabethtown, NY 12932
518-873-6466
mgibbs@adkhistorycenter.org
www.adkhistorycenter.org

6.3 Closing Date

Closing date for submission of proposals is: **April 17, 2009.**

6.4 Selection Date and Notification

Project sponsors expect to notify the successful bidder and the next runner-up, in writing, on May 1, 2009.

6.4 Contract and Start Date

The successful bidder will be asked to sign a contract with the Trust and work within the Trust's guidelines and requirements for submitting invoices for payment. The project sponsors expect to sign a contract with the successful bidder by May 15, 2009, at which time the event planner will be expected to begin work.

6.5 Impermissible Contacts. State Finance Law requires bidders to limit their contacts with the Trust and Commission regarding this bid. Until the date a contract is awarded (if the Trust chooses to award a contract), bidders may contact only Margaret Gibbs and Celine Paquette, whose contact information is provided above. Bidders should refer to the information on impermissible contacts contained in **Schedule C**, attached to this RFP.

7 DISCLAIMER

The Commissioners reserves the right to reject any or all proposals, to waive minor formalities and technicalities in any proposal, to solicit new proposals or to accept any proposal deemed most advantageous.

8. VALIDITY OF BIDS

The proposals shall be deemed to be valid for **90 days** from the closing date for submissions.

9. CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders or to other persons not officially connected with the selection process, until the winning bidder has been notified that they have been awarded the contract.

10. PURCHASING AND PROCUREMENT GUIDELINES, CONTRACTUAL TERMS AND CONDITIONS

The terms of any contract between the Trust and the successful bidder will require the event planner to comply with the Trust's "Purchasing and Procurement Guidelines," attached to this RFP as **Schedule C**.

Contracts will include the standard contracting forms, certifications, and assurances of the New York Natural Heritage Trust ("Trust"). A copy of the Trust's standard service contract is attached hereto and made a part of this RFP as **Schedule D**. Please see the following site for information on the Trust: www.nysparks.state.ny.us/nht/default.asp

11. SITE VISIT

The project sponsors are not planning or offering supervised site visits as part of the RFP or selection process. However, PROPOSERS ARE ENCOURAGED TO VISIT THE SITE: the Crown Point State Historic Site and State Campground to evaluate the location and surrounding area, as well as road conditions, parking, and other physical limiting features. A map of the Campground and information on the Crown Point State Historic Site are attached to this RFP as **Schedule E**.

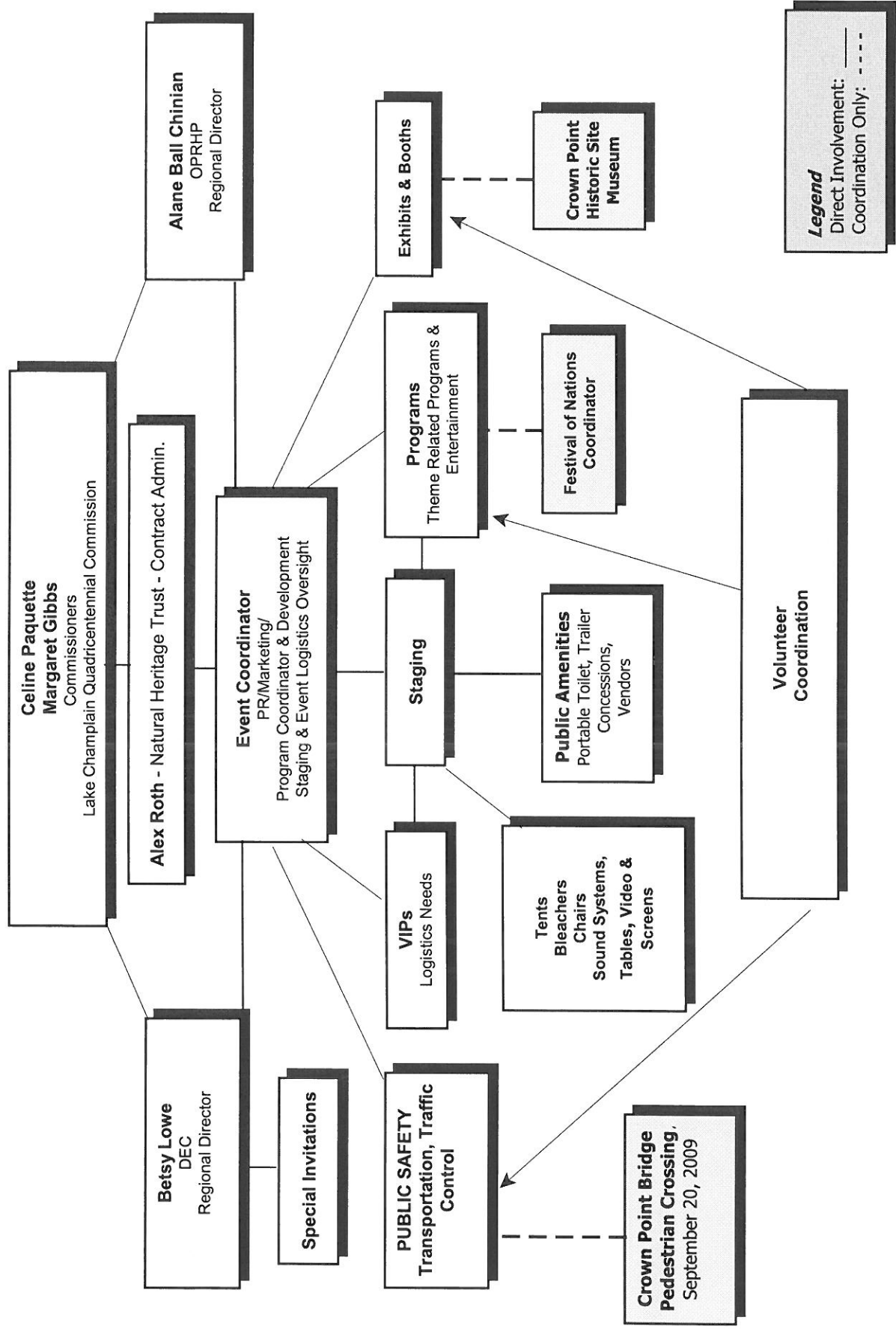
SCHEDULE A
Proposed Events for September 18 -20

DAY 1 Friday, Sept. 18	DAY 2 Saturday, Sept 19 THE MAIN DAY	DAY 3 Sunday, Sept. 2
<i>Festival of Nations</i>, activities involving and center around the Museum (please refer to flyer, attached and made a part of this RFP) Food and beverages	-Staging areas for exhibits; exhibits and displays -Regional, national and international dignitaries arriving, touring the site, and speaking at a centrally-located podium - Marquis celebrities, author(s), musician(s) may agree to attend; some celebrities may want to speak - Provide Childrens' activities, focusing on nature, history, and culture - Interpretive trails open all day - Dedication ceremony(ies) - Between 3,000 – 5,000 members of the public arriving by car, bus, and some by boat - A formal signing ceremony; signing of an historic memorandum of agreement - Docking of a large historic ship - The <i>Merchant Marine Maritime Band</i> - Fireworks	Pedestrians have access to Crown Point Bridge, which spans the shores of New York and Vermont

Schedule B

Project Sponsor Organizational Chart

Lake Champlain Quadracentennial Celebration - September 19, 2009



Schedule C

Natural Heritage Trust Purchasing and Procurement Guidelines

NATURAL HERITAGE TRUST PURCHASING AND PROCUREMENT GUIDELINES

(REVISED JUNE 2008)

These guidelines amend and incorporate the Natural Heritage Trust's (the "Trust") Guidelines for the Purchasing and Award of Procurement Contracts ("Guidelines"), last adopted in 2007.

The following Guidelines set forth the policy of the Trust by virtue of a resolution adopted by the Trust's Board of Directors (the "Board"). These Guidelines set forth the operative policy for the Trust and its officers, account holders, and employees regarding purchasing and the use, awarding, monitoring, and reporting of procurement contracts. The Guidelines are not intended and shall not be deemed to grant or confer any rights or remedies to or upon any third party.

1. Definitions:

- A. The term "Board" means the Board of Directors of the Natural Heritage Trust.
- B. The term "procurement contract," consistent with the definition set forth in Section 2879 of Public Authorities Law, means any written agreement for the acquisition of goods or services of any kind, in the actual or estimated amount of \$5,000 or more.
- C. The term "attempt to influence the procurement process" shall mean any attempt to influence any determination of a member, officer, or employee of the Trust by a person other than a member, officer or employee of the Trust with respect to (a) the solicitation, evaluation or award of a procurement contract ; or (b) the preparation of specification or request for submissions of proposals for a procurement contract .

2. Applicability:

- A. Except as otherwise provided herein, all Trust contracts are subject to these guidelines.
- B. Exclusions: Project procurement contracts between the Trust's Grantee and its contractor(s) are excluded from these guidelines unless otherwise required by the Executive Director or the Chief Financial Officer of the Trust.

3. Thresholds for Procurement Guidelines:

The Trust adopts the following purchasing and procurement threshold levels:

TOTAL PRICE

METHOD OF SELECTING A VENDOR &
MAKING AN AWARD FOR PURCHASES

\$0 to \$4,999

Procurements may be confirming or non-confirming by using either a letter order or requisition/purchase order. Vendor selection and reasonableness of price at the regional level must be referenced in the request for payment.

\$5,000 to \$14,999

Requires at least three (3) written quotes; quotes must be submitted to the Trust's main office with the request for payment.

\$15,000 and above *

Requires written specifications, written quotes and advertisement in the NYS Contract Reporter (unless an emergency situation, circumstances that threaten health or safety, or that negatively impact the Trust's ability to generate revenue may allow for a waiver from this requirement); waiver requests are submitted directly to the Trust's Executive Director for consideration and approval.

\$50,000 and above

Requires formal competitive procurement consisting of written specifications, solicitation of sealed bids, and advertisement in the NYS Contract Reporter.

Notes: Total price quotes must include all costs associated with the procurement; e.g. shipping, set-up, surcharges, or deposits, etc.

When it becomes necessary to competitively bid an ongoing service, the anticipated dollar value of the purchase in total and/or the entire contract term should be considered before a procurement option is pursued.

*** Printing thresholds are different. Procurements valued at \$5,000 or more must be advertised in the Contract Reporter.**

4. Approvals:

All proposals for procurement contracts are reviewed and approved by the Executive Director or Chief Financial Officer to determine the services required, the reasonableness of the proposed total price, and whether the procurement is consistent with the objectives of the account which the procurement is applied against. Trust Counsel may review and approve proposed contracts prior to execution. All procurement contracts are signed by the Executive Director. Payments are made on the basis of submitted invoices detailing the goods or services provided and/or certification of the contractors' actual expenses and confirmation of receipt of goods and/or services.

A. To the extent deemed appropriate by the Executive Director, the Chief Financial Officer or Counsel, procurement contracts may include, but should not necessarily be limited to, the following provisions:

1. Scope of services
2. Contract price or fee structure
3. Method of monitoring work performance
4. Use of Trust supplies
5. Use of Trust personnel
6. Method or basis of payment
7. Compliance with laws, rules and regulations
8. Termination of agreement for cause and for convenience (for the Trust only)
9. Amendment or assignment of agreement
10. Death of consultant
11. Laws of New York State apply
12. Creation of independent contractor relationship
13. Provisions required by law deemed inserted
14. Term
15. Bankruptcy of consultant
16. Extension provisions
17. Severability
18. Contract deliverables
19. Performance Bond

5. Professional Service Procurement Contracts

On occasion, the Trust requires the assistance of outside vendors and/or specialty firms to perform professional services. This may include, but are not limited to part-time legal, audit, and accounting services and consulting services related to a specific subject matter, program or project. In these instances, neither the Trust's personnel, nor staff available by assignment from the Office of Parks, Recreation and Historic Preservation, the Department of Environmental Conservation, or the Department of State have the particular area of experience or expertise to perform

such services. When the Trust decides to utilize professional service procurement contracts or agreements, the following guidelines are applicable:

A. Before entering into professional service procurement contracts, the Trust shall consider whether the contemplated services may be adequately and cost effectively performed by staff of the Trust or by available staff of some other State agency or under existing State contract.

B. The Trust's rationale for utilizing professional service procurement contracts may include the need for specialized expertise not available within the Trust or the need to provide services that do not arise on a sufficiently recurring basis to justify the hiring of an employee to provide the service. All professional service procurement contracts must be approved by the Executive Director.

6. Requirements for the Selection of Vendors for Procurement Contracts

A. The Trust shall make every effort to secure bids from outside vendors, contractors, or individuals for procurement contracts on a competitive basis, and to select from such bids the qualified vendor, contractor, or individual offering the most favorable terms. The Trust in its attempt to secure procurement contracts on a competitive basis to the extent practicable as determined by the Executive Director or the Chief Financial Officer, shall:

1. Solicit bids from vendors qualified in the area of the goods or services to be provided in accordance with these guidelines;
2. Where required by law or these Guidelines, or where otherwise determined to be appropriate, solicit bids from additional vendors, contractors, or individuals through advertisement in the New York State Contract Reporter;
3. Evaluate bids received on the basis of the vendor, contractor, or individual's technical qualifications, financial stability, past performance for the Trust, staff availability, experience, contract price, fee structure, compliance with bid requirements and any other necessary criteria;
4. Document the deliberative processes by which vendors, contractors, or individuals are selected.

B. Sole Source Procurement The Board, upon the adoption of these Guidelines, hereby waives the use of the procedure for selecting vendors, contractors, or individuals outlined in section A of this Part 5 in those instances where it is determined by the Executive Director or the Chief Financial Officer, that in the best interests of the Trust, it is not possible or practicable to secure such contracts on a competitive basis due to the specialized or unique nature of the goods or services

required. In such instances, the approval shall be based upon documentation detailing: (1) unique nature of the requirement; (2) the basis upon which it was determined that there is only one known vendor able to meet the need; and (3) the basis upon which the Trust determined the cost to be reasonable.

C. Single Source Procurement The Board, upon adoption of these Guidelines, hereby waives the use of the procedure for selecting contractors outlined in section A of this Part 5 in those instances where the Executive Director or the Chief Financial Officer determines that two or more vendors, contractors, or individuals can supply the goods or services but one vendor, contractor, or individual is preferred over the others for reasons such as expertise or previous experience with similar contracts. In such instance, the approval shall be based upon documentation demonstrating the justification for selecting a single vendor, contractor, or individual. This justification may include (1) past experience with a particular issue; (2) familiarity with specific agency operations; (3) experience with similar projects at other agencies or levels of government and (4) the basis upon which the Trust determined the cost to be reasonable.

D. The Board, upon adoption of these Guidelines, hereby waives the use of the procedure for selecting contractors outlined in section A of this Part 5 in those instances where the Executive Director or the Chief Financial Officer determines that the procurement of such services cannot await the solicitation/selection of such contractor pursuant to this procedure; or an emergency situation, circumstances that threaten health or safety, or circumstances that may negatively impact the Trust's ability to generate revenue are evident.

E. Procurement contracts so approved containing a renewal option may be renewed by the Executive Director or the Chief Financial Officer, if it is determined to be in the best interest of the Trust, contingent upon the mutual written agreement of both contractual parties.

F. The Audit Committee of the Board shall approve every contract over \$100,000 . The entire Board of Directors shall approve any contract in excess of \$250,000. Consistent with Section 2879 of Public Authorities Law, all contracts involving services to be rendered in excess of one year shall be approved by the Board.

G. Annually, the Trust may review the performance of service contract arrangements to determine where and under what conditions certain contracts will be continued or discontinued.

H. Under certain circumstances the Trust may amend existing approved contracts. The factors governing the consideration of such amendments shall include, but not be limited to, the following criteria:

1. The requirement for additional work to complete a particular project was unforeseen; it must be related to the scope of the original contract and must

be deemed necessary for the completion of that project. The cost (if any) of the additional work must be demonstrated to be reasonable and must be consistent with the rates charged in the contract.

2. All contract amendments require the mutual written agreement of both the Trust and the vendor, contractor, or individual.

7. Preparation of Annual Report on Procurement Contracts

A report shall be made to the Board, on an annual basis, covering the status of all procurement contracts entered into. The Board shall review and approve the annual procurement report.

A. The annual report on procurement contracts shall include:

1. The Guidelines and any amendments to the Guidelines since the last annual report;
2. A list of procurement contracts entered into since the last annual report; including the selection process used to select contractors and the status of existing procurement contracts;
3. A list of the fees, commissions and other charges paid to the contractor enumerated pursuant to clause 2 above;
4. The results of any allegation of improper lobbying influence and or non-responsibility pursuant to State Finance Law Section 139-j and k;
5. A list of those contacts between Trust personnel involved in the determination of the procurement contract and employees, agents or consultants of any proposer competing for the contract, as required to be reported by State Finance Law Sections 139-j and k.

B. The Trust's annual report on procurement contracts may be made a part of any other annual report the Trust is required to make.

C. The Trust shall make copies of its annual report on procurement contracts available to the public upon reasonable request.

D. The Trust will report annually on all procurement contracts pursuant to the provisions of Section 2879 of the Public Authorities Law.

E. Copies of the annual procurement report approved by the Board shall be sent to the Office of the State Comptroller, Assembly Ways and Means

Committee, the Senate Finance Committee, the Division of the Budget and the Department of Economic Development, as required by law.

8. Minority and Woman-Owned Business Enterprises

The Trust, in order to encourage the use of Minority and Woman-Owned Business Enterprises (“MWBE”) in procurement contracts, shall make prudent efforts to solicit bids from such enterprises known to have experience in the area of the goods and services to be provided, regardless of the type of contract. The Trust may consult any list maintained by any state agency or department known to the corporation which identifies MWBEs by area of expertise and contact such enterprises to solicit their bids. Furthermore, if the performance of any procurement contract permits or requires the use of a subcontractor, these contracts shall require the prime contractor to act affirmatively to encourage participation by MWBEs in such subcontract and to report the nature and extent of such efforts to the Trust. For the purpose of these Procurement Guidelines, the terms “Minority Business Enterprise” and Woman-Owned Business Enterprise” shall have the respective meanings assigned to them in Sections 2879 (3) (c) and (e) of the Public Authorities Law.

For all other procurements defined in section 2879 in the Public Authorities Law, the procedures incorporated in the Trust’s approved Minority and Women-Owned Business Goal Plan (“Plan”) shall be strictly followed. This Plan and its procedures, which reflect the recent amendment requirements of Section 2879 of the Public Authorities Law are incorporated into these Procurement Guidelines by reference.

9. Procurement Contracts with Former Directors, Officers or Employees of the Trust

The Trust may not enter into procurement contracts with former directors, officers or employees of the corporation where such contracts would be in contravention of law, would create a conflict of interest or would create the appearance of impropriety.

10. Procedural Controls to Prohibit Improper Lobbying Influence

The Trust will ensure that procurement contracts comply with the provisions set forth in State Finance Law Sections 139-j and 139-k to ensure that improper lobbying influence relative to all procurement contract awards does not take place and to ensure that potential vendors, contractors, and individuals are deemed responsible. Attachment A provides guidance for compliance with State Finance Law Sections 139-j and 139-k. Employees and officers should refer to the full text of the law to resolve any specific questions and/or circumstances that may arise.

A. Employee Reporting Requirements

Any Trust officer, account holder, or employee who becomes aware of any improper lobbying influence or any attempt to influence the procurement process shall immediately notify the Trust Ethics Officer. The Ethics Officer shall review and immediately investigate any and all allegations of improper lobbying influence or attempt thereof, or any attempt to influence the procurement process. The contractor, vendor, or individual shall have an opportunity to be heard in response to any allegation. If the attempt to influence the procurement process is found to have occurred, then the Trust may impose such sanctions as it deems appropriate, which may include but shall not be limited to the elimination of the proposal from consideration with respect to that contract award.

Acceding to improper lobbying influence or failure to report any attempt to influence the procurement process is a violation of Trust policy and employee violations of this policy may be the basis for disciplinary action and, depending on the circumstances, may be a violation of Public Officers Law Section 73 (5) or 74, subject to enforcement by the State Commission on Public Integrity. In addition, where such conduct violates the Public Officers Law, such matter shall be referred to the Office of the Inspector General and the State Commission on Public Integrity, as may be appropriate.

11. Vendor Responsibility

In accordance with the guidelines set forth in the NYS Office of the State Comptroller's bulletin G-221, the Trust shall make every effort to ensure that potential contractors are deemed responsible. The Trust shall review such contractors to the extent that the Trust is satisfied that the contractor satisfies the following criteria:

- (i) The contractor is legally authorized to do business in New York State.
- (ii) The contractor possesses the integrity to perform the contract.
- (iii) The contractor is financially capable of carrying out the contract.
- (iv) The contractor has performed satisfactorily on other government contracts.

12. Annual Review and Approval of Guidelines and Report of Procurement Contracts

The Board shall review annually the Trust's Purchasing and Procurement Guidelines for compliance with applicable laws, rules and consistency with best practices. The Board shall also adopt an annual Report of Procurement Contracts and disseminate it in accordance with Section 6(e) of these Procurement Guidelines.

13. Effect of Noncompliance with Guidelines

Failure by the Trust to comply with the provision of these Procurement Guidelines shall not be deemed to alter, or in any way affect the validity of, or modify the terms of, or impair any rights or privileges of the Trust under, any procurement contract entered into by the Trust.

ATTACHMENT A

SUMMARY OF AND GUIDELINES FOR COMPLIANCE WITH § 139-J and §139-K OF THE STATE FINANCE LAW

Section 139-j of the State Finance Law imposes restrictions on how a person may communicate with a governmental entity, such as the Natural Heritage Trust (hereafter, referred as “the Trust”), concerning a governmental procurement during a period of time called the “restricted period,” which is defined broadly as the period of time commencing from the earliest written notice announcing a government procurement until the award is approved by the State Comptroller.

These requirements cover a wide range of government contracting transactions, including the purchase of a commodity, service, technology, public work, construction and revenue contract, or the purchase, sale or lease of real property or the acquisition or the granting of other interests in real property (hereafter referred as “governmental procurement or procurement contract.” Any prospective vendor or related party in the private sector (hereinafter referred to as “the vendor”) interested in contacting the Trust concerning anyone of these types of transactions is covered under the provisions of the new law, which limits the way that such person can communicate with the Trust during the “restricted period.”

For each governmental procurement, the Trust will designate an employee or employees that may be contacted by the vendor concerning all aspects of the governmental procurement. With very few statutory exceptions, the vendor is required to communicate during the restricted period with this designated person(s) designated by the Trust (herein referred to as the “Trust Designee”). If vendor communication can be inferred by a reasonable person to be an attempt to influence the procurement, by law the vendor is required to only communicate with the Trust Designee. If communication with a vendor is interpreted as an attempt to influence the procurement, the Trust Designee is required to record your name, address, telephone number, place of principle employment, and occupation of the vendor making the contact and inquire and record whether the vendor making the contact is a principal vendor or was hired by the principal vendor to make the contact. This recorded information must be retained in the procurement record.

If, however, the vendor communicates with someone other than the Trust Designee and the vendor communication can be construed by a reasonable person to be an attempt to influence the governmental procurement, and the communication is not otherwise listed as an exception to the law, this communication will be deemed impermissible per the terms of the law which requires that the communication be reported to the Trust’s Ethics Officer for investigation. If a communication during the “restricted period” may be deemed an attempt to influence the procurement such communication may only be with the Trust Designee.

It is the policy of the Trust to interpret as broadly as possible what communications are intended to influence the governmental procurement, and are not just those attempts to influence the procurement in such a manner that would be in violation of the ethical prohibitions against gifts or which would result in any violation of the Ethics Law. Communications of a nature that are in violation of the Ethics Law will be immediately reported to the Ethics Officer for investigation regardless of whether the contact was made to the Trust designee or someone else.

As referenced before, the law specifically permits certain types of contacts by persons to the Trust concerning the governmental procurement. These are:

- the submission of written proposals in response to a request for proposal, invitation for bids or any other method for soliciting a response from interested parties;
- the submission of written questions to a designated contact, when all written questions and responses are to be disseminated to all persons interested in such procurement;
- participation in a conference where all interested parties are invited to attend;

- written complaints made to the General Counsel's Office of the Trust concerning the timely response to issues posed to the designated person, provided that such written complaints are made part of the procurement record;
- communications where the contract award has been tentatively made and where such communications are necessary to negotiate the terms of the procurement contract;
- requests made to the designated person or persons to review the procurement award;
- written protests, appeals, or other review proceedings to either the Trust or an outside agency.

Any contact alleged to be an impermissible contact under the law will be immediately referred to and investigated by the Trust's Ethics Officer. The Ethics Officer shall promptly investigate the allegation by interviewing all employees or vendor involved or who are believed to have information about the impermissible contact. If sufficient cause exists to believe that such allegation is true, the vendor being investigated shall be given notice that an investigation is ongoing and such vendor shall be afforded an opportunity to be heard in response to the allegation either by responding in writing or by providing a statement before the Ethics Officer, who shall record by appropriate means such statement for the record. The Ethics Officer shall keep a record of the investigation and shall make a written finding of the results of such investigation and report these findings to the Executive Director.

In addition, a finding by the Ethics Officer that a vendor has knowingly and willingly violated the law by making an impermissible contact shall result in a determination of non-responsibility and such vendor and all associated subsidiaries of such vendor shall not be awarded the procurement contract. The determination of non-responsibility shall also be forwarded to the Commissioner of the Office of General Services (or his or her designee), which by law is required to keep a list of such determinations for public inspection. Determinations of non-responsibility must be disclosed in all future responses to New York State procurements. With few exceptions, no procurement contract shall be awarded to any vendor who fails to disclose findings of non-responsibility within the previous four years.

Schedule D

New York Natural Heritage Trust – Standard Service Contract

NATURAL HERITAGE TRUST

AGREEMENT

NHT Contract No. NHT-xxx-2009-xx

Dated:

Contractor: Name
 Address

Consideration: \$ amount

Agreement Term:

WHEREAS, pursuant to the New York State Arts and Cultural Affairs Law (ACL) §55.07 (5), the Natural Heritage Trust (the "Trust") is authorized to undertake any work, including furnishing of services and materials, required to manage, preserve, restore, maintain or improve any real or personal property under its jurisdiction and, at the request of the New York State Office of Parks, Recreation and Historic Preservation (Parks), Department of Environmental Conservation (DEC), or Department of State (DOS), upon real property of the requesting agency; and

WHEREAS, pursuant to ACL §55.07 (6), the Trust is authorized to undertake research, studies and make reports relating to conservation, outdoor recreation, historic preservation matters and public understanding, revitalization and restoration of New York's waterfronts; and

WHEREAS, pursuant to ACL §55.07 (8), the Trust is authorized to appoint and employ such officers, employees and staff and to retain such expert legal, financial, engineering, architectural and such other consultant services as it deems necessary to carry out its corporate purposes; and

WHEREAS, pursuant to ACL §55.07 (9), the Trust is authorized to participate and cooperate with other public and private agencies having mutual interests and purposes in appropriate programs and projects intended to preserve and improve the natural and historic resources of the state and advance public understanding, revitalization and restoration of New York's waterfronts in furtherance of the education, welfare and enjoyment of its people.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Memorandum of Agreement, the Trust and the Contractor agree as follows:

1. **AGREEMENT DOCUMENTS.** The following documents shall constitute the Agreement Documents:

2. **AGREEMENT PRICE/FEE STRUCTURE.**

The amount to be paid by the Trust to the Contractor in full consideration for the contracted items or services shall be paid as follows:

3. **ADDITIONAL PROVISIONS RELATING TO SERVICES.** For the purpose of this Agreement, Contractor and the Trust designate the following individuals or their successors as agents for purposes of coordinating all services to be rendered hereunder including the preparation, transmission and receipt of invoices and other billing memoranda. Any change in designee must be submitted in writing and addressed to each party at its address specified.

Contractor:

Trust:

Alexander Roth, Executive Director
Natural Heritage Trust, Agency Building 1,
14th Floor, Empire State Plaza, Albany, NY 12238
Tel: 518-474-2997

4. **AGREEMENT DELIVERABLES.** The Contractor shall deliver the following products and/or services on the following schedule:

*SCOPE OF WORK FROM RFP/
Response to RFP*

STANDARD CONDITIONS

5. **TERMINATION.** The Trust may terminate this Agreement (1) immediately for cause or unavailability of funds and/or (2) upon thirty (30) days written notice to the Contractor for convenience. If terminated for convenience, the Trust agrees to pay Contractor for approved charges incurred in the performance of the Agreement up to the time of termination. If terminated for cause, payment to the Contractor for charges incurred shall be made in the sole discretion of the Trust. In the case of termination of this Agreement, Contractor shall turn over all notes, plans, copy, drawings, and other deliverables then in its possession to the Trust which relate to any of the items to be delivered or services to be performed in the Agreement Documents.

6. **QUALIFIED PERSONNEL.** All services to be performed hereunder will be performed in a workmanlike manner consistent with the highest professional standards. All persons engaged by the Contractor to perform any of the services required by this Agreement will be fully qualified to perform such services.

7. **USE OF TRUST PERSONNEL AND SUPPLIES.** The Contractor shall not utilize Trust personnel and/or supplies in its performance under this Agreement unless the Trust has given its advance permission to do so in writing.

8. **RELATIONSHIP OF PARTIES.** The relationship of Contractor to the Trust is at all times that of an independent contractor, and that in accordance with such status, Contractor covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out nor claim to be an officer or employee or agent of the Trust by reason hereof and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Trust, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

9. **NO ASSIGNMENT.** Neither this Agreement nor any of the rights or obligations of either party hereunder may be assigned by any party to any person, corporation or other entity unless the other parties shall have consented to such assignment in writing.
10. **NO WAIVER.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon any breach thereof shall constitute a waiver of any such breach or of any covenant, duty, agreement or condition thereof.
11. **AMENDMENT.** This Agreement may be amended only by writing signed by the parties.
12. **SEVERABILITY.** If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.
14. **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 Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.
- N/A 15. **WAGE AND HOURS PROVISIONS.** If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement 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.
16. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
17. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real

or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this Agreement or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

18. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this Agreement 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 the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State Agreement, 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 Agreement; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. The Contractor shall comply with all applicable statutes, laws, rules and regulations in its performance under this Agreement.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl 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 Agreement, 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 Agreement and agrees to cooperate with the State in these efforts.

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

26. INTEGRATION. This Agreement, except as it may be amended from time to time by written amendment as provided herein, constitutes the entire agreement between the parties, and supersedes any prior agreements and understandings, pertaining to the subject matter hereof. All written approvals shall immediately upon execution by both parties become a part of this Agreement.

27. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors.

28. a. **INSURANCE AND INDEMNIFICATION.** If required by the Trust, the Contractor shall, at its own cost and expense, obtain and keep in force during the term of this agreement, comprehensive public liability and property damage insurance designating the Natural Heritage Trust and the People of the State of New York as named additional insureds and protecting the Trust and the People of the State of New York against any and all claims of liability of whatsoever kind and nature which may arise either directly or indirectly as a result of any operation carried on by the Contractor under or pursuant to this Agreement. Said insurance shall be obtained from a company licensed to conduct business in the State of New York. Public Liability Insurance for bodily injury including death, and property damage shall have limits of not less than \$2.0 million in the aggregate per accident. Naming the Trust or the People of the State of New York as certificate holders shall not suffice for this paragraph. Such policies shall provide that they shall not be cancelled without 30 days prior written notice to the Trust.

b. The Contractor shall defend, indemnify and hold the Trust harmless from any claims for loss, damage or injury to persons or property arising out of the performance or failure of performance by the Contractor, its agents, employees or sub-contractors, of any of its duties and agreements undertaken or imposed upon the Contractor by virtue of this Agreement.

29. **ADDENDA.** Attached hereto and made part hereof are the following Addenda:

Signature Page

THE Natural Heritage Trust certifies that copies of this signature page with original signatures will be attached to all other exact copies of the Agreement.

IN WITNESS WHEREOF, the Contractor and the Trust have executed this Agreement on the day and year first above written.

Contractor:

Date

By: _____
Typed Name:
Title:

Federal Employer Identification No.:

Approved by the Natural Heritage Trust:

Date

By: _____
Alexander J. Roth
Executive Director

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of ____ in the year 2009, before me, the undersigned a notary public in and for said state, personally appeared the person who executed this Agreement on behalf of the Contractor, known, to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is described within the instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of the Contractor and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public

Schedule E

Map of Crown Point Area

Family Fun At
Fort Ticonderoga
*America's premier
 French & Indian War and
 Revolutionary War site*
 Open 9am - 5 pm daily May 10 - October 20, 2008
10% off admission up to 4 people w/ coupon
 not valid with other discount offers valid 2008 season

INTERNATIONAL PAPER
 This brochure is printed on paper proudly
 produced by International Paper's Ticonderoga
 Mill... made from trees harvested in working
 Adirondack forests that are managed
 responsibly to provide recreation, open space,
 environmental, and economic benefits for
 today and for future generations.

RECYCLING

Please check with the facility supervisor about local recycling rules.

CAMPGROUND HISTORIES

Sharp Bridge: The advent of the automobile began to put new recreational pressures on the Adirondack Forest Preserve. In response to these pressures the then "Conservation Department" began to establish roadside camping areas. In 1920 a single campsite was placed at the Sharp Bridge location. The next 6 to 8 years saw 36 additional sites developed. Improvements have been made over the years, but the basic camping area has seen little change.

This facility overlooks the Schroon River, and is set on a rolling type hill, covered with large white pine trees. While the river flows all year long, it is not suitable for canoes or row boats. Boats may be used at Courtney Pond and Dead Water Pond (canoes only) and both are located within 3 miles of Sharp Bridge. Larger boats may be floated at Schroon Lake or Paradox Lake, some 15 to 20 miles south.

The Schroon River does receive an annual stocking of brown trout and brook trout, and offers a challenge to anyone wishing to try their luck at fishing.

Crown Point has a rich heritage dating back to the 1750's when it was hotly contested by French, British, and American armies. Following the American Revolution the area was turned over to Union and Columbia Colleges. They in turn sold it to a farmer who used it for pasture land and orchards. The New York State Conservation Department acquired the land in 1910. In 1912 the Champlain Memorial Lighthouse was dedicated to commemorate the 300th anniversary of Champlain's discovery of the lake that now bears his name. In 1929 the steamboat pier was constructed and it has become a popular fishing spot. Construction of the campground began in 1915. In 1930, 1951, and 1952 it was expanded to its present size.

Fishing, boating, and canoeing are popular activities at Crown Point. Good fishing is available with easy access on the pier in the campground. Major species include largemouth bass, smallmouth bass, northern pike, bullhead, yellow perch, brown trout, and lake trout.

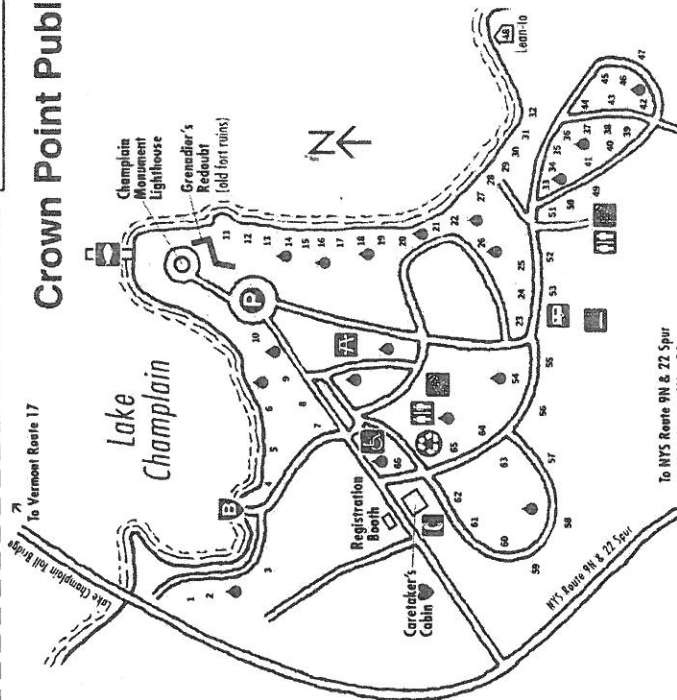
NOTE: This is an historic site. Digging, excavating, or removal of artifacts is prohibited. No metal detectors are allowed.

Crown Point Public Campground

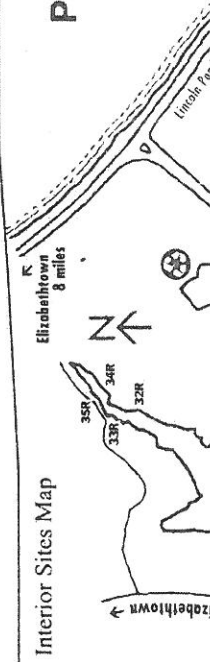
KEY

- Parking
- Water
- Comfort Station
- Public Telephone
- Playground
- Shower
- Picnic Area
- Boat Launch
- Fishing Pier
- Trailer Dumping Station
- Refuse Collection/Recycling Center
- Handicapped Accessible
- Automated External Defibrillator (AED)

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 NYS Dept. of Envir. Conservation



Lincoln Pond Public Campground



Sharp Bridge
 Public

Crown Point



0 130 260 520 780 1,040 Feet



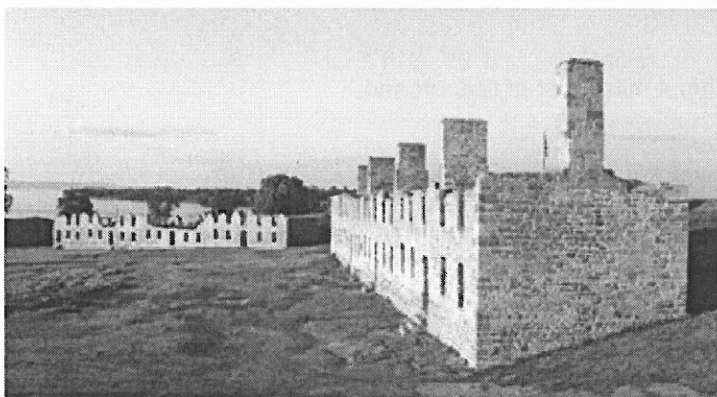
(WDF - 09/23/08)



New York State Office of Parks, Recreation and Historic Preservation

The Governor Nelson A. Rockefeller Empire State Plaza
Agency Building 1, Albany, New York 12238

Crown Point State Historic Site



Contact Information:

739 Bridge Road
Crown Point, NY 12928

Phone:

(518) 597-4666

Phone:

(518) 597-3666

Seasons/Hours:

May to October; the Museum is open Wednesday through Monday (inclusive) from 9:00 AM until 5:00 PM and the grounds are open until dusk until Columbus Day, otherwise by appointment.

There is a fee charged for admission to the Museum:

Adults - \$3.00; Senior Citizens (over 62) - \$2.00; Students (with valid ID) - \$2.00; Children (12 and under) - free; non-Profit Buses - \$35.00; Commercial Buses - \$75.00; group rates available by reservation in advance. Vehicle Use Fee (weekends and holidays) - \$5.00.

Long before the Revolution, the British and the French both claimed Crown Point in the struggle for a North American empire. Four failed campaigns to oust the French between 1755 and 1758 were mounted by the British. It was not until 1759, however, that the abandoned French Fort St. Frederic was taken over by the British.

The British immediately began construction of "His Majesty's Fort of Crown Point." This extremely ambitious fortification complex contributed to the British conquest of Canada, the last French stronghold, and control of Lake Champlain as a communication highway.

In 1775, at the outbreak of the Revolutionary War, the rebellious colonists captured the fort and secured sorely needed cannons and heavy ordnance. Crown Point was occupied by General John Burgoyne's army in 1777 after the American evacuation to Mount Independence and remained under British control until the end of the war.

The ruins of Fort St. Frederic, "His Majesty's Fort of Crown Point," and surrounding lands were acquired by the State of New York in 1910. Guests can see the ruins of the original 18th-century structures and in the Visitor Center, view exhibits that interpret the French, British, and American chapters of Crown Point's history.

Located across the road is the Lake Champlain Visitor Center. For information on the Lake Champlain region please contact the Lake Champlain Visitor Center at (518) 597-4646.

Attractions

 Audio-Visual Programs	Biking
Brochures	Costumed Interpreters
Demonstrations	Educational Services
 Group Tours	Hiking
 Interpretive Signs	 Picnic Area
 Scenic Views	Self Guided Tours
 Visitors Center/Museum	X-Country Skiing

Directions

- At the Lake Champlain Bridge, 4 miles east of Rte. 9N and 22.
-

Nearby Properties

- John Brown Farm State Historic Site
- Moreau Lake State Park
- Grant Cottage State Historic Site
- Macomb Reservation State Park

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