

REQUEST FOR PROPOSALS

Content and Maintenance Partner and other related Consulting Services

New York City Economic Development Corporation (“NYCEDC”) is seeking proposals for a “Content and Maintenance Partner” and other related consulting services (the “Services”) as more specifically set forth in the Services located in Exhibit A of the Draft Contract annexed to this RFP as Appendix A.

A. PROJECT OVERVIEW.

In February 2009, Mayor Bloomberg announced 11 initiatives to diversify New York City’s (the “City”) economy, all designed to foster entrepreneurship and innovation. One of these initiatives is a website, “Venture Connect” (www.NYCVentureConnect.com), designed to enhance the success of high-growth potential and venture capital-fundable entrepreneurs in the City by offering a centralized website with critical information such as funding sources, real estate options, and network opportunities. The portal details the City’s entrepreneurship and innovation communities and accomplishments in financial services, digital media, web 2.0, gaming, advertising, bioscience, clean technology, and fashion. In addition to serving as an informational resource, the website is also intended to serve as a marketing tool to showcase the vibrant and burgeoning startup and entrepreneurial communities in the City.

Although Venture Connect contains valuable resources for City entrepreneurs, NYCEDC seeks to enhance the website’s ability to serve as a comprehensive and up-to-date hub for entrepreneurial resources and information. Specifically, NYCEDC would like to see the portal encompass the full range of quality support services available to new businesses in the City as well as a comprehensive listing of all quality events, panels, workshops, and other meet-ups of interest and relevance to the start-up community. This information should reflect the thriving entrepreneurship community in NYC and be updated to reflect new resources and events available to entrepreneurs each week. Through these enhanced abilities, NYCEDC seeks to make Venture Connect a high-traffic website that serves entrepreneurs in the City while also serving as a marketing tool to those outside of the City.

As such, NYCEDC seeks a Consultant to re-launch and manage Venture Connect to serve as a dynamic, central, up-to-date resource for the entrepreneurial community.

B. PROPOSAL STRUCTURE AND CONTENT

Selection of a Consultant, if any, will be based on NYCEDC’s evaluation of the quality of the written proposals, the quality and relevant experience of the respondents, the ability of the respondent to meet NYCEDC’s expectations, and the proposed Fee Schedule. Your proposal should emphasize your firm’s relevant experience, with a statement describing your approach to the Services. Specifically, your proposal should include the following:

- A description of the respondent’s qualifications, including but not limited to connection to the NYC entrepreneurial community, particularly the sectors noted above.

- A description of similar projects undertaken by the respondent in the past.
- The respondent's proposed approach to delivering Services
- Respondent's ability to deliver end product effectively and in a timely fashion
- List of staff (and their resumes) and other resources that respondent intends to commit for this project.
- Fee Schedule in the form set forth in Exhibit B of Appendix A of this RFP.

Please note all proposals should be limited to 5-7 pages, excluding appendices (which should not exceed a total of an additional 15 pages). NYCEDC shall not be liable for any cost incurred by the respondent in the preparation of its proposal. All proposals become the property of NYCEDC.

PLEASE NOTE THAT THE TERMS AND CONDITIONS OF THE ATTACHED DRAFT CONTRACT ARE NOT NEGOTIABLE.

D. INTERVIEWS

Interviews may be held with any, none or all of the respondents after the receipt of proposals. Interviews with NYCEDC would be scheduled after its initial review of proposals.

E. SELECTION

NYCEDC will review each respondent's proposal in its totality. The selection criteria that respondents' proposals will be evaluated against are as follows (note, the order of criteria is no indication of the weight NYCEDC will give to the criteria):

- Respondent's proposed approach to the Services
- Respondent's connection to the NYC entrepreneurial community
- Personnel assigned to this task and/or proposed staffing plan
- Anticipated Fee Schedule

NYCEDC shall be the sole judge of each response's conformance with the requirements of this RFP and of the merits of the individual proposals. NYCEDC reserves the right to waive any conditions or modify any provision of this RFP with respect to one or more applicants, to negotiate with one or more of the respondents with respect to all or any portion of the Services, to require supplemental statements and information from any respondents, to establish additional terms and conditions, to encourage Respondents to work together, or to reject any or all responses, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all proposals are rejected, this RFP may be withdrawn and the contract may be re-offered under the same or different terms and conditions, or disposed of by another method. In all cases, NYCEDC shall be the sole judge of the acceptability of the proposals. NYCEDC will enforce the submission deadline stated in the RFP.

G. QUESTIONS AND ANSWERS

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 p.m. on Thursday, October 27, 2011. Questions regarding the subject matter of this RFP should be directed to

VentureConnect@nycedc.com. Please include the following language in the subject line of the e-mail: "VENTURE CONNECT PARTNER RFP." For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC's Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Tuesday, November 1, 2011, to www.nycedc.com/RFP.

F. SUBMISSION

RESPONSES ARE DUE NO LATER THAN 4:00 p.m. on Monday, November 7, 2011. Please submit five (5) sets of our proposal to: NYCEDC, 110 William Street, 6th Floor, New York, NY 10038, Attention: Maryann Catalano, Senior Vice President, Contracts. Responses may be submitted via overnight courier or in-person.

Each respondent must also complete and submit a Doing Business Data Form (see Appendix B) and, at NYCEDC's request, NYCEDC Background Investigation Form. Any Consultant designation may be revoked in NYCEDC's sole discretion in the event any derogatory information is revealed by NYCEDC's internal background investigation.

APPENDIX A to the RFP
DRAFT CONTRACT

**SMALL PURCHASE AGREEMENT
FOR EDUCATION AND TRANSLATION SERVICES
NYCEDC PROJECT NO. 3735
NYCEDC AGREEMENT NO. 37350006**

Agreement (the “**Agreement**”) dated as of _____, between New York City Economic Development Corporation (“**NYCEDC**”) and _____ (“**Consultant**”). The parties agree as follows:

1. Services to be Provided The Consultant will perform the services described in Exhibit A (the “**Services**”). The Consultant agrees to perform all Services in a professional manner in accordance with the standards and practices that are customary for such Services in the New York City Statistical Metropolitan Area.
2. Term The term of this Agreement is from _____ through _____. NYCEDC shall have the right to delay, postpone or suspend the Services, or any portion thereof, immediately or upon a specified date, for a period of not more than ninety (90) days, upon notice to the Consultant, for any reason deemed by NYCEDC to be in its interest. Any such delay, postponement or suspension shall not give rise to any cause of action for damages against NYCEDC or The City of New York (“**City**”). The Consultant’s time for performance of the Services shall be extended for the period of the delay, postponement or suspension. This Agreement may be earlier terminated by NYCEDC on three calendar days’ notice, for any reason whatsoever. If this Agreement is terminated, the Consultant shall receive equitable compensation for the Services that have been satisfactorily performed by the Consultant up to the date of the termination.
3. Compensation The Consultant agrees to perform the Services for the compensation set forth in Exhibit B. Except as set forth in Paragraph 2 above, payments shall be made in accordance with the terms and conditions in Exhibit B.
4. Work Product All work product, including but not limited to reports, plans, studies, surveys, data, databases, programs, processes, systems, drawings, tracings, blueprints, photographs, computer drawings, schematics, specifications, log books, correspondence, models, studies, permits approvals, designs, deliverables, samples, presentation materials, analyses, punch lists, submissions, filings, applications, schedules, documents and materials, including, without limitation, those related to inspections, tests and test results, in all formats now known or hereinafter known, prepared or furnished by the Consultant pursuant to this Agreement, is the exclusive property of NYCEDC. Work product, however, shall not include the Consultant’s underlying intellectual property. The Consultant acknowledges and waives the Consultant’s statutory and moral rights, including but not limited to rights of attribution and integrity, regarding any work product that is produced by the Consultant pursuant to this Agreement.

The Consultant represents and warrants that, except for material that is in the public domain and non-original material that is licensed, the work product shall be wholly original material not published elsewhere; shall not violate any copyright, trademark or other applicable law; and shall not constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party. The Consultant agrees to defend, indemnify and hold harmless NYCEDC and the City and their respective officers, officials, agents, members, directors, and employees against any damage or liability arising out of the Consultant’s infringement, unauthorized use, or any other cause of action arising out of the use of any such material.

The Consultant represents and warrants that to the extent that the work product incorporates non-original material, the Consultant shall obtain and provide NYCEDC with copies of all necessary consents, in writing, for the use of such non-original material under this Agreement. Since some licenses for materials may be for a limited duration,

the Consultant shall specify, in writing, to NYCEDC all applicable restrictions. The Consultant will notify NYCEDC, in writing, of any changes in such restrictions during the term of this Agreement.

5. Confidential Information The Consultant and its employees may have access to or learn of information and records that are not rightfully in the public domain in the course of providing Services under this Agreement. The Consultant agrees that it and each of its employees will treat such information confidentially and not share it with persons other than those directly involved within NYCEDC on the matter that it relates to.

6. Independent Contractor The Consultant is an independent contractor and is solely responsible for the Consultant's actions or inactions. The Consultant is solely responsible for the manner of performing Services under this Agreement. The Consultant is not, and will not be, an agent or servant of NYCEDC or the City by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by NYCEDC or the City or any of their representatives in connection with this Agreement.

7. Taxes The Consultant is solely responsible for withholding and paying all applicable workers' compensation, disability benefits, unemployment insurance and income taxes with respect to the performance of Services hereunder. The Consultant is also solely responsible for filing tax returns and making any related payments with respect to the performance of Services hereunder.

8. Indemnification The Consultant will indemnify, defend and hold harmless NYCEDC and the City and their respective officers, officials, agents, members, directors, and employees from any and all claims, judgments or liabilities to which they or any of them may be subject because of any negligence or any fault or default of the Consultant, its agents, employees or subcontractors.

9. Insurance The Consultant shall purchase and maintain the insurance described in Exhibit C at its own cost and expense.

10. Assignment, Subcontractors The purpose of this Agreement is to secure the Services of the Consultant. The Consultant shall neither subcontract out any portion of the Services, nor assign this Agreement without the express written approval of NYCEDC. NYCEDC may assign this Agreement or NYCEDC's rights hereunder to the City without the consent of the Consultant.

11. Minimum Wages Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by the Consultant or any subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor or services, used in the performance of this Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.

12. Compliance With Law The Consultant will maintain the highest standards of personal and business ethics. The Consultant will perform all Services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations, including the MacBride Principles, as set forth in Section 6-115.1 of The City's Administrative Code.

13. Right to Audit and Inspect NYCEDC, its auditors and the Comptroller of the City have the right at all times to audit and inspect the operations and records of the Consultant relating to this Agreement.

14. Assistance by the Consultant The Consultant and each of its employees will diligently provide any and all assistance that NYCEDC may require of the Consultant if any claim is made or any action brought relating to this Agreement, whether or not the Consultant is a party. The Consultant agrees that it and each of its employees will

cooperate fully and faithfully with any investigation, audit or inquiry conducted by a state or City governmental agency or authority. The Consultant represents that all information provided to NYCEDC concerning the Consultant in connection with any questionnaire or investigation by NYCEDC is materially true as of the date of this Agreement.

15. Notices All notices by either party to this Agreement shall be in writing and directed to the respective address indicated after the signatures below.

16. No Political Activity, Solicitation or Media Communication The Consultant's actions or omissions to act under this Agreement will not include political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Agreement. The Consultant may not solicit from NYCEDC employees. The Consultant will forward all media inquiries concerning any matter relating to NYCEDC to the NYCEDC Director of Public Affairs and will not communicate with the media on NYCEDC matters.

17. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against NYCEDC arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York, or in the New York State Courts located in the City and County of New York.

18. Corporate Status The Consultant hereby represents and warrants that it: is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization or formation; is in good standing and authorized to do business in the State of New York; has all requisite power and authority to execute, deliver and perform this Agreement; and has duly authorized, executed and delivered this Agreement.

19. Equal Employment Opportunity The Consultant shall comply with all applicable laws relating to non-discrimination.

20. Modification in Writing No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION**

CONSULTANT

By: _____

By: _____

Name: _____

Name

Title: _____

Title:

Address: 110 William Street
New York, New York 10038
Attn: General Counsel

Address:

Federal Tax ID Number:

Federal Tax ID Number

EXHIBIT A

SERVICES

The Consultant shall provide all necessary services to operate Venture Connect to make it a quality and up-to-date comprehensive resource for information and events for entrepreneurs and start-ups. The Services shall consist of three tasks (respectively, “Task I”, “Task II”, and “Task III”). Each Task is more fully described below. Tasks I and II shall be completed and the entire re-design of Venture Connect shall be presented to NYCEDC in detail in the form of a beta/non-live version of the website for approval prior to the public re-launch of the website. The Consultant shall provide the deliverables listed below in connection with the each of the following Tasks.

A. Task I: Aggregate content for Venture Connect

The Consultant shall aggregate content of interest and relevance to the entrepreneurship community inside and outside the City. Currently, Venture Connect details the City’s innovation and entrepreneurship ecosystem, organizing content as follows:

- The “Why NYC?” section provides information about the City’s value proposition for entrepreneurs via success stories, fast facts, and other related information
- The “Start a Business” section provides relevant “how-to guides” focused on topics such as operational resources, real estate, legal, hiring, etc.
- The “Grow a Business” section provides relevant “how-to guides” focused on topics such as raising capital and finding service providers (accounting, IT, marketing, etc.)
- The “Directory” provides information on companies, investors, and service/resource providers accompanied by an interactive map
- The “Stay Connected” section provides offer advice column, blog, and events calendar

In addition, Venture Connect showcases the City’s accomplishments in financial services, digital media, web 2.0, gaming, advertising, bioscience, clean technology, and fashion.

In connection with Task 1, the Consultant shall perform, without limitation, the following:

1. Continue to showcase the above content in a well-designed, easily searchable and up-to-date manner. The Consultant shall have certain latitude to reorganize the site
2. Aggregate information about key resources and issues of relevance to the entrepreneurship community. Information should be comprehensive but regularly curated to ensure quality control. Topics to include may include, but shall not be limited to:
 - a. Companies: Create a directory of all City start-ups with links to company home pages, mapped location and a company profile. Linked information from other categories (e.g., Events hosted) should also be available with the profile.
 - b. Workspaces: Create a directory of all flexible, short-term workspaces in the City, including incubators, accelerators, co-working spaces, corporate suites, and any other facilities
 - c. Jobs: Aggregate all the City start-up jobs in a conveniently searchable format, hyperlinked to the company
 - d. Funding: Aggregate all funding sources – angel, venture, bank loans, government capital, etc. – available in the City and organize them in an easily searchable format
 - e. Events: Create a daily calendar outlining all educational and networking events in the City

- f. Support services: Aggregate all other quality entrepreneurial support services, programs, and competitions, offered by NYCEDC and others credible providers, and organize thematically
 - g. Support providers: Showcase all mentors, advisors, partners and service providers that contribute to the City's entrepreneurial community. This may also be a subcategory of "Companies"
 - h. News: Aggregate all city-related and other entrepreneurship news in a single venue, to be updated daily, and include self-updating guide to news and announcements about the City's startup community, including feeds to Twitter, Facebook and LinkedIn
 - i. Statistics: Aggregate key statistics of note to venture capital community. Statistics may include venture capital funding raised year to date, number of start-ups acquired, and other similar data
 - j. Content: Aggregate educational material on start-up and related resources, including links to key resources in the start-up communities, such as blogs, interactive web forums, etc.
 - k. Partnerships: Link to other start-up support websites
 - l. Interactive dialogue: Webjams and other interactive dialogue in the start-up arena
 - m. NYCED Logo/Branding of website
 - Retain NYCEDC logo and branding on the website
 - Include language indicating that Consultant is managing the website on behalf of NYCEDC
 - Include language, pre-approved by NYCEDC, that indicates the purpose and mission of website to support the entrepreneurship community
 - Include a disclaimer that indicates that NYCEDC is not responsible for any content (such disclaimer to be provided to Consultant by NYCEDC)
 - n. Other: Showcase prominent people, issues, or developments in the start-up space
3. Provide above content to NYCEDC in writing for its comment and review; the Consultant shall update above content in line with NYCEDC comments and shall continue to do so until the NYCEDC approves above content in writing; NYCEDC's approval shall not be unreasonably withheld or delayed

Task I Deliverable:

In connection with this Task, the Consultant shall deliver the following deliverables (the "Task I Deliverables") to NYCEDC, within the timeline specified below:

- Presentation of content as described above in written format or beta version of the website or any other format proposed by Consultant and approved by NYCEDC

Task I Timeline:

The Consultant shall perform Task I and deliver the Task I Deliverable to NYCEDC within four (4) weeks following the Commencement Date.

B. Task II: Develop platform functionality

The Consultant shall oversee the back-end programming of Venture Connect to accommodate the content reflected in Task I and organize and present the content in a dynamic and accessible manner. In connection with the Task, the Consultant shall perform, without limitation, the following actions:

- Develop a robust, user-friendly, intuitive and visually appealing design for the website
- Utilize dynamic web tools, applications, widgets, etc. to disseminate content.
- Filter content by stage and industry of entrepreneurs so that the website is easily navigable and provides information in a readily accessible format
- To the extent possible given the consultant's choices of information to gather in Task I, base all dynamic information on a normalized database to allow cross referencing of different information (e.g., display all job postings by a specific company)
- Allow for users to create triggered e-mail alerts on a variety of data types based on specified areas or keywords of interest
- Develop new features for the website, as needed

Task II Deliverable:

In connection with this Task, the Consultant shall deliver the following deliverables (the "Task II Deliverables") to NYCEDC, within the timeline specified below:

- A non-live, beta version of the website as described above. Consultant shall conduct a walk-through of a beta version of the website (showing all graphics, content and functional capabilities etc.) with NYCEDC and make any modifications to the website as requested by NYCEDC. Consultant shall obtain NYCEDC's written approval of the beta version of the website prior to the live re-launch of Venture Connect.

Task II Timeline:

The Consultant shall perform Task II and deliver the Task II Deliverable to NYCEDC within six (6) weeks of the Commencement Date.

- C. Task III: Re-launch and maintain Venture Connect website and collaborate on reporting and publicity, as directed by NYCEDC

The Consultant shall coordinate and collaborate with NYCEDC with regard to branding and reporting. In connection with Task III, the Consultant shall, without limitation, perform the following actions:

- Re-launch the website after obtaining NYCEDC's written approval of the beta version of the website pursuant to Task II.
- Remove any content that NYCEDC determines, in its sole discretion, to be objectionable within one business day following notification to Consultant
- Provide, on a monthly basis, the following reports to NYCEDC
 - Provide NYCEDC with a one-page summary report of traffic on the website, using built-in Google Analytics
 - Provide NYCEDC with a summary report of all mentions of Venture Connect in the press, blogosphere, etc.

- Cooperate with NYCEDC and City agency requests for providing any information related to Venture Connect
- Collaborate with NYCEDC and its public affairs team on all publicity-generating efforts for the website, including but not limited to the following:
 - Advance notification of, and coordination with NYCEDC public affairs team on incoming media requests (e.g. shows filming, feature stories, profiles, etc.), and
- Obtain NYCEDC written approval for use of NYCEDC name and/or logo for any other publicity;
- Obtain NYCEDC's prior written consent for any sponsorships (exclusive of minor donations of products or services for individual events) during the Term

Task III Deliverables:

In connection with this Task, the Consultant shall deliver the following deliverables (the "Task III Deliverables") to NYCEDC, within the timeline specified below:

- Re-launch the website with stipulations specified above
- A live re-launched website following NYCEDC's written approval of the beta website as set forth in Task II
- Monthly reports, as specified above.

Task III Timeline:

The Consultant shall perform Task III and deliver the all Task III Deliverables, with the exception of monthly reports, to NYCEDC within ten (10) weeks of the Commencement Date. Monthly reports will be delivered during the course of the Term following the re-launch of the website.

SCHEDULE 1 TO EXHIBIT A

Sample Maintenance Schedule

Summary: Consultant will deliver editorial and content management for Venture Connect consistent with the website's mission as a place to obtain news, events, inspiration, education and vertical-specific tips for launching a business venture. The below guide outlines a sample maintenance schedule to ensure the web content is consistently relevant. The response to this proposal should include the consultant's proposed maintenance schedule.

Daily (Business Days)

- Approve, remove, or respond to comments and any other self-updating information on the website
- Update for events, workshops, classes, panels, and other meet-ups relevant to the entrepreneurship community
- Curate, gather news, and edit blog according to mutually agreed upon editorial specification guidelines
- Check Venture Connect email for tips and timely information
- Publish time sensitive NYCEDC content (Call/arrange ahead)
- Update news alerts, announcements and press releases via portal and social media channels *i.e.* Twitter, Tumblr, Facebook and other relevant outlets
- Check for broken links and other code breaks

Twice a Week

- Publish any non-time sensitive NYCEDC-sent press, if any, that should be blogged

Once A week

- Review submissions of new startup companies and resources, including but not limited to, support services, support providers, and funders, for inclusion in on-line directory
- Check in with columnists, bloggers and other content contributors two weeks prior to their work appearing on the Venture Connect website

Bi-Monthly

- Add venture funding sources/amounts and supplementary information to Startup Page
- Update Twitter lists and lists of influential blogs for each vertical, adding new items and removing irrelevant or outdated ones
- Create weekly spotlights and testimonials
 - Weekly spotlights will be short blurbs about notable entrepreneurs, investors or other key figures in each industry's startup community
 - Spotlights will include text and static photographs
 - Testimonials should be quotes and excerpts of people saying good things about the entrepreneur community in the City, culled from the news, third party blogs, interviews, etc. (subject to copyright laws).

Monthly

- Add any relevant How To's and remove/edit those that have become irrelevant
- Work with City agencies to find and update data for web applications
- Update/ remove /replace any broken links that were found
- Perform check of website urls
- Film and edit "success story" video interviews with notable/successful entrepreneurs and investors

FEE AND PAYMENT SCHEDULE

The maximum payment for each portion of the Services (“**Portion**”) shall be the respective amounts set forth for in the following table:

SCHEDULE

SAMPLE

[illegible]

Interim payments shall be made to the Consultant. The interim payments will be made no more frequently than once a month in an amount equal to the percentage of completion of each Portion multiplied by the maximum payment for each Portion performed during the billing period (“**Period**”).

To request an interim payment, the Consultant shall submit a payment requisition, not more than once a month setting forth in detail, for the Period for which partial payment is requested (i) the percentage of completion for each Portion performed by the Consultant during the Period, and (ii) the amount of partial payment requested.

EXHIBIT C

INSURANCE SCHEDULE

Consultant shall maintain the following insurance during the term of the Agreement:

- Commercial General Liability: Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made" with limits of \$1,000,000 per occurrence with an aggregate of \$2,000,000.
- Worker's Compensation and disability benefits insurance in statutory amount for all employees of the Consultant engaged under the Agreement.
- Employer's liability Insurance in the amount of \$1,000,000.
- Automobile liability insurance covering hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit

The Consultant shall, for all insurance required and where applicable, maintain insurance that is of primary coverage and have a minimum AM Best or equivalent rating of A:X. All policies shall be provided by insurance companies licensed to do business in New York State.

The Consultant shall have NYCEDC, the City, and any other entity that NYCEDC requires, as additional insured on all insurance policies.

All insurance policies under this Agreement shall contain the following provisions, if available:

"A. Notices from the insurer (the "Insurer") to the New York City Economic Development Corporation (the "NYCEDC") and the City of New York (the "City"), in connection with this policy, shall be addressed to the General Counsel, New York City Economic Development Corporation, at 110 William Street, New York, New York 10038 (with a copy to NYCEDC's Vice President for Contracts at the same address), and to the Commissioner, New York City Department of Small Business Services, at 110 William Street, New York, New York 10038 or such other addresses as may be specified by NYCEDC;

B. The Insurer shall accept notice of accident from NYCEDC or the City, within 120 days after receipt by an official of such additional insured of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept as valid at timely notice under this policy (i) notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City; and (ii) notice of claim from the NYCEDC, within 120 days after receipt by such party;

D. Notice of accident or claim to the Insurer by the Consultant, NYCEDC or the City shall be deemed notice by all under this policy;

E. This policy shall not be canceled, terminated or modified by the Insurer or the Consultant unless 30 days prior written notice is sent by registered mail to NYCEDC and to the City;

F. The presence of engineers, inspectors or other employees or agents of the Consultant, NYCEDC or the City at the site of the Services performed by the Consultant shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to the Consultant or a subcontractor of the Consultant shall not invalidate this policy; and

H. Insurance, if any, carried by NYCEDC, the City or the additional insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

Prior to the delivery of Services, the Consultant shall provide NYCEDC with three (3) copies of certificates of insurance for the types and coverages described herein.

APPENDIX B to the RFP

DOING BUSINESS DATA FORM

The respondent shall complete and submit a Doing Business Data Form which can be found at www.nycedc.com in the following section:

“ProjectsOpportunities/WorkingWithNYCEDC/VendexOtherForms”.

If the respondent cannot access or download these forms, NYCEDC may, upon request, send the respondent required forms. The text of said section provides as follows:

DOING BUSINESS ACCOUNTABILITY PROJECT FORMS

Local Law 34 of 2007 (LL 34) requires the creation of a database containing information about entities that do business with the City as defined by the law, and principal officers, owners and senior managers of these entities. This information will be collected on Doing Business Data Forms that are distributed, collected and reviewed by agencies, and forwarded to the Doing Business Accountability Project (DBAP) at MOCS for processing. Collected data will be used to identify entities and people who are subject to LL 34’s limitations on campaign contributions in municipal elections.

If you have any questions or concerns, please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

Doing Business Form (829 KB)

Doing Business Form-Real Property (953 KB)

Q&A General (35 KB)

Q&A Real Property (35 KB)

