



ANDREW M. CUOMO, Governor

# Environmental Facilities Corporation

SABRINA M. TY, President and CEO

## **REQUEST FOR PROPOSALS**

### **ENGINEERING SERVICES RELATED TO THE MUNICIPAL SEWAGE SYSTEM ASSET MANAGEMENT PILOT PROGRAM**

**Issuance Date: July 19, 2016**

**Submission Deadline: August 30, 2016 by 2:00 pm EST**

Designated Contacts for this Procurement:

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## **Section 1. Introduction**

### **A. Purpose of this Request for Proposal (“RFP”)**

The New York State Department of Environmental Conservation (“DEC”) and the State Environmental Facilities Corporation (“EFC”) jointly request proposals from professional engineering or other firms (each firm individually, a “Firm”) to provide consulting services (the “Services”) for DEC’s Municipal Sewage Asset Management Pilot Program (the “Pilot Program”), described in more detail in Section 1(c) of this RFP.

The Firm selected from this RFP (the “Selected Firm”) will enter into a contract with EFC to provide the Services for the Pilot Program (the “Contract”).

### **B. Introduction to DEC and EFC**

DEC was created on July 1, 1970 to combine in a single agency all state programs designed to protect and enhance the environment. DEC’s mission is to conserve, improve and protect the State’s natural resources and environment. Among its responsibilities, DEC is charged with preventing and abating water, land and air pollution.

EFC is a public benefit corporation created by chapter 744 of the laws of 1970 (the “EFC Act,” codified in Title 12 of Article 5 of the Public Authorities Law, as amended). EFC provides low-cost capital and expert technical assistance for environmental projects throughout the State. EFC’s purpose is to help public and private entities comply with federal and state environmental protection and quality requirements in a cost-effective manner that advances sustainable growth.

### **C. Background and Overview**

Governor Cuomo formed the NYS2100 Commission in 2012 after several severe weather events, including Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee. The Commission examined key vulnerabilities in the critical infrastructure systems in New York State (the “State”) and recommended actions to improve the strength and resilience of those systems.

The Commission’s report found vulnerabilities in the State’s wastewater infrastructure that are worsened by extreme weather events. The Commission recommended strengthening that infrastructure, to address the vulnerabilities. In particular, municipalities must improve long-term maintenance and planning. The Commission’s report suggested that the State should assist municipalities with the development of facility asset management plans.

DEC is developing a municipal sewage system asset management program and a municipal sewage system asset management guide (the “Guide”) to assist municipalities in managing their wastewater systems’ critical components, or assets, in a way that protects public health and the environment while minimizing the total cost of owning and operating those assets and delivering the desired service levels.

DEC has created and is the lead agency for the Pilot Program. The purpose of the Pilot Program is to test and improve the [Guide](#).

Under the Pilot Program, DEC will work with up to 20 volunteer municipalities (each, individually, a “Municipality”, and collectively, the “Municipalities”) to help them develop and implement their asset management plans. The Selected Firm will support DEC’s effort by providing consulting services directly to the Municipalities and to DEC. At the end of the Pilot Program, each Municipality will possess and have implemented an asset management plan. The Municipalities will not incur out-of-pocket costs participating in the Pilot Program. DEC will provide access and licenses for a cloud based asset management software system. The Selected Firm will be responsible for setting up the asset management plans and providing assistance with inputting the necessary information within the software system for each Municipality.

The contract resulting from this RFP will be subject to goals for the participation of State certified minority- and women-owned business enterprises (“MWBES”) and State certified service-disabled veteran-owned businesses (“SDVOBs”). See Section 7 (L)(N) for additional information.

## **D. Details of Participating Municipalities**

Appendix A to this RFP lists the Municipalities. The purpose of Appendix A is to provide Firms with basic information about the number, size, asset management plan status, age, and geographic distribution of the Municipalities they could be working with to develop and implement asset management plans. A municipal sewage system typically includes a sewage treatment plant and the associated sewage collection system. Municipal sewage systems can range in value, complexity, and the number of assets to be inventoried.

Firms should base their proposals on this information in Appendix A, but Firms should understand that DEC will not finalize the final roster of Municipalities until just before the selection of a Firm from this RFP. For the purpose of responding to this RFP, each Firm should assume the level of effort based on the chart provided in Appendix A. No additional compensation will be provided for asset management on highly complex systems or systems with a high number of assets.

## **E. Key Events and Dates**

Issuance of RFP	July 19, 2016
Deadline for RFP Questions	July 26, 2016
Responses to Questions	July 29, 2016
Proposal Due Date	August 30, 2016 (2:00 PM, EST)
Anticipated Contract Start Date	November 2016

## Section 2. Scope of Services

The Selected Firm will be required:

- 1) to provide Services throughout New York State to Municipalities;
- 2) to meet all of the qualifications set forth in Section 3, Qualifications; and
- 3) to perform the following specific tasks:

### **Task 1 – Facilitate Kickoff Meetings**

The Selected Firm will facilitate a Kickoff Meeting with the Municipalities, DEC and EFC in Albany, NY, and to provide a common understanding and vision, and expectations for the Pilot Program. At a minimum, the meeting should first identify core processes and establish a framework for the asset management plans to be constructed.

A second Kickoff Meeting will be held separately with each Municipality and DEC at the Municipality's offices to facilitate coordination between the Selected Firm and key members of the Municipality's staff.

*Deliverable(s):*

- The Selected Firm will provide meeting summaries to DEC, EFC and Municipalities to document the key outputs from the Kickoff Meetings together with a plan framework.

### **Task 2 – Evaluate Current Inventory of Assets and Complete Critical Asset Inventory**

The Selected Firm will work with each Municipality to develop a complete inventory of critical assets<sup>1</sup> in the Municipality's treatment plant and sewer system. Some Municipalities have a complete inventory while others may be incomplete. The Selected Firm will conduct site visits to view assets and interview key municipal staff to better understand assets and needs.

The Selected Firm will work with each Municipality to gather data necessary to fill any gaps of information in order to complete the inventory.

*Deliverable(s):*

- The Selected Firm will provide a final critical asset inventory.
- The Selected Firm will develop maps of the wastewater treatment facility and sewer collection system necessary for locating assets in an ArcGIS compatible format.

### **Task 3 - Develop Condition Scores for Critical Assets**

The Selected Firm will develop a condition score for each critical asset. The Selected Firm will use condition assessment results to locate where an asset is on its decay curve and to help estimate the asset's remaining life. This assessment will apply knowledge of asset deterioration patterns for assets to determine an initial condition score for assets belonging to similar groups.

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<sup>1</sup> As used in this RFP, all assets refer to "critical assets" and shall mean the following components of a conveyance and treatment system including, but not limited to all: i) electrical, mechanical, and control systems associated with pump stations and treatment facilities that are responsible for conveyance of wastewater to and through a treatment facility; and (ii) human assets necessary to operate and maintain a conveyance and treatment system.

*Deliverable(s):*

- The Selected Firm will present a proposed approach to the Municipality for condition assessment for comments, and apply the approach to the available asset data.

#### **Task 4-Develop Remaining Useful Life Data for Critical Assets**

The Selected Firm will develop each critical asset's remaining useful life. The Municipality will review the draft data and provide comments. The Selected Firm may incorporate the Municipality's comments into a revised version.

The Selected Firm will use industry practice information for determining expected useful life for Municipality critical assets. The useful life determination will utilize data such as installation date, material type, available condition score, and operation and maintenance history.

*Deliverable(s):*

- The Selected Firm will provide draft and revised data for estimating remaining useful life for Municipality's critical assets.

#### **Task 5 - Determine Present Worth**

The Selected Firm will use an assessment of future life cycle costs (operations, maintenance, renewal, and disposal) to determine the value of each critical asset in terms of estimated present worth and current replacement cost.

*Deliverable(s):*

- The Selected Firm will include the present worth and replacement cost of each asset in the critical asset inventory.

#### **Task 6 – Develop Levels of Service**

The Selected Firm will develop a Levels of Service (“LoS”) Statement with each Municipality. The LoS Statement will focus on aligning LoS categories to the Municipality's strategic goals. During the LoS development, the Selected Firm will facilitate development of an initial LoS list, reviewing the initial LoS list, prioritizing the LoS list, separating the LoS into categories, evaluating the effect of weighting on consequence of failure ratings, making revisions to the metrics, and defining key steps for how the municipality will acquire the performance data for each LoS identified.

The LoS categories will be used to weight consequences of failure scores for each critical asset.

*Deliverable(s):*

- The Selected Firm will work with the Municipality to finalize the LoS Statement in the asset management plan.
- The Selected Firm will provide LoS categories and assign weights to each category, based on the results of the statement.

### **Task 7-Develop Consequence of Failure Scores**

The Selected Firm will develop a procedure for assigning consequence of failure scores to assets. The outcome will be a summary table that indicates the consequence of failure scoring scales weighted by categories of LoS for the assets. The Selected Firm will apply the agreed upon scores and categories and assign consequence of failure scores within the asset management plan software to each critical asset.

#### *Deliverable(s):*

- The Selected Firm will provide the Municipality with a summary set of procedures that define how consequence of failure scores will be applied to critical assets.
- The Selected Firm will provide the draft consequence of failure scores for each critical asset. The Selected Firm will provide draft consequence of failure scores to the Municipality for review and comment. Upon receipt of comments, the Selected Firm will provide revised consequence of failure scores.

### **Task 8-Develop Likelihood of Failure Scores**

The Selected Firm will develop a procedure for assigning likelihood of failure scores to critical assets. The Selected Firm will apply the agreed upon scores and assign likelihood of failure scores to each critical asset.

#### *Deliverable(s):*

- The Selected Firm will provide a summary set of procedures that define how likelihood of failure scores will be applied to assets.
- The Selected Firm will include the draft likelihood of failure scores for each asset. Firm will provide draft likelihood of failure scores to the municipality for review and comment. Upon receipt of comments, Firm will provide revised consequence of failure scores.

### **Task 9-Develop and Assign Risk Scores**

The Selected Firm will calculate risk scores for each critical asset as the product of the consequence of failure and likelihood of failure scores. The Selected Firm will provide a ranked list of assets to the Municipality. Firm will also provide risk matrix graphs showing probability of failure vs. consequence of failure for illustration of criticality (i.e., assets with high probability of failure and high consequence of failure).

#### *Deliverable(s):*

- The Selected Firm will provide a list of assets that should be considered for replacement, rehabilitation, or repair based on their risk score.
- The Selected Firm will provide risk scores and share the results with the Municipality for review and comment. Upon receipt of comments, Firm will provide revisions to scoring elements and update risk scores.

**Task 10: Review Operations and Maintenance Expenditure Programs**

The Selected Firm will conduct a work session with the Municipality to review current operating and maintenance strategies. The review will be focused on a selection of critical assets with low probability of failure and high consequence of failure and where it is necessary to improve performance deficiencies or maintenance programs.

**Task 11: Develop a 5-Year Capital Improvement Plan (CIP)**

The Selected Firm will meet with the Municipality to identify and determine demand and growth requirements for the planning period. The Selected Firm will evaluate critical asset risk scoring from the asset management plan software; any existing CIP's; the Municipality's long term goals; information relating to future growth that impacts the facilities; and any other necessary information.

The Selected Firm will develop a draft 5-year CIP based on aforementioned information supplemented with additional information regarding critical assets which will reach the end of their life expectancy within the 5-year planning period. The Selected Firm will conduct a meeting with the Municipality to review the preliminary CIP and solicit comments.

*Deliverable(s):*

- The Selected Firm will provide a draft 5-year CIP to the Municipality for comment.
- The Selected Firm will finalize the 5-year CIP based on comments received and incorporate it into the asset management plan.

**Task 12: Sewer Rate, Fee and Bill Impact Review**

The Selected Firm will develop a model procedure to perform a sewer rate study for the Municipality's wastewater system.

The Selected Firm will produce projected annual rates for wastewater for the next five years; produce projected capacity charges for wastewater for the next five years; and project sewer rate income for wastewater service for the next five years to cover costs of the CIP.

Based on an evaluation of the existing rate structure, the Selected Firm will develop and recommend an updated schedule of rates that meet as many of the following objectives as practical:

- Recovers total revenues needed for the facility's operations.
- Recognizes proportional cost recovery by customer class.
- Is supportable by existing record keeping practices.
- Considers the impact on large system users and major industries.

*Deliverable(s):*

- The Selected Firm will provide a model procedure to the Municipality, DEC and EFC.
- The Selected Firm will provide a recommendation for rate changes.

### **Task 13–Long-Range Funding Strategy**

The Selected Firm will provide information to the Municipality regarding possible funding opportunities for the projects on the CIP. The information should include grant and loan opportunities and rate information, the possible need for changes to sewer rates and other strategies. The strategy should also discuss methods of updating the asset management plan over time.

*Deliverable:*

- The Selected Firm will include the long-range funding strategy information set forth above in the asset management plan.

### **Task 14-Develop Asset Management Plan**

The Selected Firm will assemble the information and results from the previous tasks into a written asset management plan for each Municipality.

The document will be an initial template which will be a valuable first step in enhancing the Municipality's asset management practices and serve as a foundation upon which to build a robust asset management program for the future. The Selected Firm will provide a draft version of the asset management plan to the municipality for comments. Upon incorporation of review comments received from the Municipality, the Selected Firm will provide a final, revised version within the first year of the Contract.

*Deliverable(s):*

- The Selected Firm will provide a draft and revised asset management plan for each Municipality in both hardcopy and via the customized software.

### **Task 15 - Project Management**

The Selected Firm will perform project management tasks including monthly project manager status conference calls with DEC and EFC, status reports, task coordination, and personnel resourcing.

*Deliverable(s):*

- The Selected Firm will facilitate a monthly conference call with DEC and EFC. The Selected Firm will develop meeting agendas, schedule and set up conference calls, and follow up with meeting summaries.
- The Selected Firm will provide monthly meeting summaries to EFC and DEC with each monthly invoice.

### **Task 16 – Implementation of Asset Management Plan**

The Selected Firm will provide reviews of the Municipality's progress to DEC and EFC on a quarterly basis. This progress report will be provided in writing and reviewed as an agenda item at the monthly project management meetings. The progress report will track performance values it has targeted for preservation, capital improvement, and maintenance and operations at each participating municipality.

*Deliverable(s):*

- The Selected Firm will provide a progress report for the Municipality to DEC and EFC on a quarterly basis.

### **Task 17 – Outreach, Education and Training**

The Selected Firm will:

- Develop and conduct educational programs for rate payers and municipal leaders on an annual basis in years 2 and 3 of the Pilot Program.
- Provide a template of the educational program to DEC and EFC.
- Develop a training program for facility operators concerning the operation and maintenance of the treatment plant and sewer system and asset management plan software system.

### **Task 18 – Statewide Asset Management Plan Templates**

Based on the results of the previous tasks, the Selected Firm will develop five asset management plan templates (hardcopy and through software platform) targeting the following five system types:

- 1) Small municipal sewage systems with treatment plants less than .5 MGD and sewage collection systems;
- 2) Medium municipal sewage systems with treatment plants between .5 and 5 MGD and sewage collection systems;
- 3) Large municipal sewage systems with treatment plants greater than 5 MGD and sewage collection system;
- 4) County sewer districts that have multiple treatment plants, trunk sewers and pump stations; and
- 5) Municipal sewage collection systems with only sewer pipes and pump stations, no treatment plants.

### **Task 19 – Miscellaneous Services**

The Selected Firm may be called upon by DEC and EFC to provide a variety of technical or administrative services related to the Pilot Program (For example, a final report will be requested and DEC and EFC will discuss the details of the report in year three). For any services requested, EFC will provide a Task Order which describes the requested services, the timeframe for providing the services, and required deliverables. In response to the Task Order, the Selected Firm will be required to provide a not-to-exceed budget with all anticipated labor and non-labor costs. EFC will pay the Selected Firm for services rendered pursuant to any such Task Order on a time and materials basis, up to the not-to-exceed budget amount.

## **Section 3. Qualifications**

### 1. Firm

To be considered for contract award, a Firm must demonstrate experience in each of the following areas:

- 1) Completing and/or implementing asset management plans for sewage systems;
- 2) Proficiency with enterprise level asset management software; and
- 3) Working with municipalities in New York State.

Firms must have relevant experience and maintain sufficient staff resources to perform the work required in this RFP. A Firm must demonstrate that it has performed recent asset management plan work similar to the work required in this RFP. The qualifications of the Project Manager and Project Staff are listed below.

If a Firm proposes to use a team, the Firm must be able to demonstrate that it has, or can create, a teaming arrangement that is directly applicable to and consistent with the evaluation needs of this RFP.

## 2. Project Manager

The Project Manager must have the experience and sufficient authority to ensure performance of the Services. The Project Manager will be the primary point-of-contact for the Pilot Program and will be responsible for the overall quality and delivery of Services from the Selected Firm. Specifically, the Project Manager must have a current registration as a professional engineer licensed in the State of New York and must have an understanding of all aspects of design and construction of sewage systems, although technical skills in any particular construction trade is not necessary. The following are the minimum requirements of the Project Manager:

- At least ten (10) years of experience on projects involving wastewater infrastructure design and construction with at least three (3) years in a position with broad management responsibilities such as project manager, resident engineer, senior design engineer or similar titles.

The following are the preferred qualifications for the Project Manager:

- Good interpersonal and communications skills.
- Good organizational and scheduling skills.

## 3. Project Staff

The following are the minimum requirements of the staff working on the Pilot Program:

- Three (3) years of experience in the engineering design and/or construction of wastewater infrastructure.

The following are the preferred qualifications for the Pilot Program Staff:

- Ability to read and understand construction drawings, specifications, and contracts.
- Ability to understand the results of material testing and sampling.
- Knowledge of the roles and interactions of the members of the building trades including apprenticeship programs.
- Good interpersonal and communications skills.

## Section 4. Content of Proposal

A Firm must submit its proposal in the following three parts, each of which must be sealed separately but submitted at the same time. Part I contains responses to technical items. Part II includes information about contract cost and pricing. And Part III consists of administrative information. EFC may disqualify a proposal that is not submitted in this manner and form. This RFP and the successful proposal will become part of the final contract between EFC and the Selected Firm.

### A. Submission Part I – Technical Proposal

The Technical Proposal should contain only the following information. EFC may reject a proposal that does not provide all the information requested below or does not identify the information in the same order it is presented in this RFP.

1. **(Tab 1)** Cover Page (Attachment A-1)
2. **(Tab 2)** General Qualifications. Each proposal must provide the following information:
  - a. Firm – Provide a brief description of the Firm’s qualifications and ability to perform the services described in this RFP.
    - i. Similar Experience – Describe recent asset management plan experience similar to the type of work requested.
    - ii. References - Include the names, titles, email addresses and phone numbers of at least three references and a summary of the services provided to these entities.
  - b. Project Manager – Identify the Project Manager who will be assigned to the contract, and provide a brief resume describing pertinent experience. Demonstrate how the qualifications of the proposed Project Manager meet or exceed the mandatory and preferred qualifications as outlined in Section 3 of this RFP.
  - c. Project Staff - Identify the Project Staff who will be assigned to the contract, and provide brief resumes describing pertinent experience. Demonstrate how the qualifications of the proposed Project Staff meet or exceed the mandatory and preferred qualifications as outlined in Section 3 of this RFP.
  - d. Proposed Work Plan – Provide a written work plan which lists all tasks determined to be necessary to accomplish the Services of this project. The work plan must include, but not be limited to, the tasks listed in Section 2 of the RFP. The work plan must include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

Additional project elements suggested by the Firm that are thought to be necessary for the completion of the asset management plans should be included in the work plan and identified as proposer-suggested elements.

Identify all subcontractors who will assist you with providing Services to the Pilot Program, and the extent of work for which they will be responsible.

If the Firm proposes to use a team, describe the proposed teaming arrangement and how it meets the needs of this RFP.

Include any other information that you believe to be pertinent, but not specifically asked for elsewhere.

3. **(Tab 3)** Diversity Practices Questionnaire (Attachment A-6)

## **B. Submission Part II – Cost Proposal**

Each Firm must submit a Cost Proposal in the form of Attachment B, in accordance with the following instructions:

- First, a Firm must complete Table 1 in the form provided in Attachment B. A Firm must complete Table 1 **for each Municipality**, to list the fee associated with each Task, and an estimate of the total number of hours it would take the Firm to perform each Task.
- Second, a Firm must complete Table 2 in the form provided in Attachment B, to provide a Total Not-to-Exceed Fee for each Municipality listed in Appendix A.
- Third, a Firm should provide a fee for the kickoff meeting and a blended hourly rate for Miscellaneous Services. EFC shall pay the Selected Firm for services, as approved by EFC, on an hourly basis, up to the Not-to-Exceed budget for each Task.
- Finally, the Cost Proposal must be signed by an official of the Firm authorized to contractually bind the Firm.

## **C. Submission Part III - Administrative Proposal**

1. **(Tab 1)** Required Forms. Each proposal must include a completed hardcopy of the following documents, which can be found in this RFP:

- MacBride Fair Employment/Non-Collusive Bidding Certificate (Attachment A-2)
- Vendor Responsibility Questionnaire (Attachment A-3, may be filed electronically)
- Certification Pursuant to State Finance Law § 139 (Attachment A-4)
- MWBE Utilization Plan (Attachment A-5.1)
- Request for Waiver (Attachment A-5.2) – Required if the Firm’s application of good faith effort does not result in the utilization of MBE and/or WBE firms to achieve the 30% goal established in Section 7 (L)
- MWBE & EEO Policy Statement (Attachment A-5.3)

- SDVOB Utilization Form (Attachment A-7.1)
- Encouraging Use of New York State Businesses in Contract Performance (Attachment A-8)

For additional information regarding the instructions for the MWBE forms, requirements and procedures, see Section 7 (L).

2. **(Tab 2) Additional Information** – A Firm must also provide statements regarding the following:

- a. Disclose fully any conflicts of interest, actual or perceived, which might arise in connection with Firm's involvement with EFC or DEC. If conflicts do or may exist, describe in detail how the Firm would resolve them.
- b. Disclose any existing or contemplated relationship with any other person or entity which would constitute an actual or potential conflict of interest in connection with the Firm rendering services described in this RFP. If a conflict does or might exist, please describe how the Firm would eliminate or prevent it.
- c. The proposal must contain full disclosure to EFC of any instance in which the Firm is currently under indictment for an alleged felony, or of any conviction for a felony within the past five years, under the laws of the United States or any State or Territory of the United States. A Firm must describe in detail the nature and circumstances of each such indictment or conviction. With respect to a Firm that is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization itself and all of its officers, partners, and directors or members of any similar governing body, as applicable.
- d. A statement indicating whether the Firm, or any of the personnel referenced in the response to this RFP have ever been: (i) named as a defendant in any professional malpractice action; or (ii) subject to findings or determinations by a federal or state governmental entity that either the entity and/or such personnel were in violation of any law, rule or regulations. Describe briefly any such action, proceeding or investigation that relates to the duties the Firm would be expected to perform as engineering consultant to EFC.
- e. Identify any litigation or administrative proceedings to which the Firm or anyone proposed to provide services is a party and which would either materially impair the performance of services enumerated herein or, if decided in an adverse manner, would materially adversely affect the Firm's financial condition.
- f. A representation that the Firm is willing and ready to provide the services, as requested or required by DEC.

g. State the types and amounts of insurance carried by the Firm. All insurance must be sufficient to protect the Firm from any liability arising out of the obligations performed pursuant to any such contract and must meet the requirements set forth in Section XIII (Insurance) in Appendix E of EFC's Standard Contract (see Attachment A-9).

h. Confirm that the Firm and all of its personnel are covered by malpractice insurance insuring against the professional liability risks associated with services to be rendered hereunder.

## **Section 5. Evaluation of Proposals**

### **A. Preliminary Review**

EFC will reject a proposal received after the Proposal Due Date (see Section 6-A). EFC and DEC will review each proposal to see that it contains all the submittals and mandatory requirements specified in this RFP, and will evaluate only those proposals that are judged to be responsive to the submission requirements stated in this RFP. EFC and DEC may reject any proposal determined to be unresponsive or incomplete.

### **B. Evaluation and Criteria for Selection**

EFC and DEC will comprehensively and impartially review each proposal received, and will select as the Pilot Program's engineering consultant the Firm that has the highest probability of satisfactorily performing the Services at a reasonable cost, is responsible, and has met the requirements of the RFP.

Proposals will be evaluated based upon the following criteria:

1. The information submitted in response to this RFP, including:
  - a. The Firm's experience and references;
  - b. Individual team member experience;
  - c. Proposed Work Plan;
  - d. Responsiveness to the requirements of the RFP, including completeness, clarity, and quality of the proposal; and
  - e. The diversity practices of the Firm, as identified more fully below in subsection C; and
2. Interviews, if any, to clarify or expand on the response.
3. Cost competitiveness of the fee proposal.

EFC and DEC may review and check a Firm's references, and may re-evaluate any technical scores as a result of these reference checks.

## **C. Assessment of Diversity Practices**

In accordance with Executive Law Article 15-A, EFC has determined that it is practical, feasible and appropriate to assess the diversity practices of Firms responding to this RFP. Accordingly, each Firm must submit the Diversity Practices Questionnaire (Attachment A-6) as part of its proposal.

An evaluation team will review each Firm's responses to the Diversity Practices Questionnaire, and score them according to the Diversity Practices Scoring Matrix (Attachment A-6.1). The points received for each response will be added to achieve a Total Diversity Score of up to 100 points. The Total Diversity Score will then be weighted, to achieve a Weighted Score of up to 8% of the total technical score.

## **D. Interviews (if necessary)**

EFC and DEC may conduct interviews with some or all of the Firms. If an interview is required, the Firm's Project Manager and other key personnel who would provide the services must attend and participate. EFC and DEC will evaluate the interview based on whether it substantiates the Firm's written response to this RFP and any other information requested before the interview. Technical scores will be subject to change based on the results of an interview.

## **E. Board Approval**

A Firm selected to be the engineering consultant from this RFP must be approved by EFC's board of directors.

## **Section 6. Submission of Proposals**

### **A. Response Submission**

A Firm must submit two originals and one CD of each of the Technical Proposal, Cost Proposal, and Administrative Proposal by 2 p.m. EST on August 30, 2016 (the Proposal Due Date).

All proposals must be delivered by the Proposal Due Date to:

NYS Environmental Facilities Corporation  
625 Broadway  
Albany, New York 12207  
Attention: Brian McGuire, Manager of Contracts and Budget

EFC and DEC will not consider late or unsigned proposals, or proposals submitted by email or fax.

All proposals and accompanying documentation will become the property of EFC and DEC and will not be returned to Firms. EFC and DEC will not disclose the content of any proposal during the RFP process.

## **B. Inquiries**

Questions about this RFP or other aspects of this procurement must be submitted in writing to EFC's Designated Contacts only:

Brian McGuire  
Manager, Contracts and Budget  
NYS Environmental Facilities Corporation  
625 Broadway  
Albany, NY 12207  
E-mail: [RFPinfo@efc.ny.gov](mailto:RFPinfo@efc.ny.gov)

Maureen McGrath  
Deputy Director of Corporate Operations  
NYS Environmental Facilities Corporation  
625 Broadway  
Albany, NY 12207  
E-mail: [RFPinfo@efc.ny.gov](mailto:RFPinfo@efc.ny.gov)

Firms must submit their questions by 5 p.m. EST on July 26, 2016. EFC and DEC will post a list of all substantive questions and their answers at the "In the Spotlight" section of EFC's website: <http://www.efc.ny.gov>.

During the RFP process (from the earliest posting of this RFP on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter, through final award and approval of the engineering consultant services contract by EFC), a Firm or anyone considering submitting a proposal to this RFP may contact only EFC's Designated Contacts listed above about any matters related to the RFP or any proposals submitted in response to this RFP.

A copy of this RFP is available on EFC's website. Any clarifications or modifications to the RFP that require a text change will be made to the posted RFP and will be underlined.

## **Section 7. Terms and Conditions**

### **A. Standard Contract**

This RFP includes a sample of EFC's Standard Contract (Attachment A-9). Firms should read the sample contract carefully as it will be used for this procurement, with modifications to reflect the specifics of this procurement.

Each Firm's proposal must specifically state the Firm's acceptance of substantially all terms and conditions contained in EFC's Standard Contract. If a Firm is unable or unwilling to indicate its acceptance, the Firm must identify and explain each proposed exception or deviation from EFC's Standard Contract. A Firm must explain a proposed exception or deviation sufficiently to permit evaluation by EFC without further discussion during EFC's evaluation of proposals. The justification must explain the benefits to EFC resulting from each proposed exception. Proposed exception(s) will not automatically cause a proposal to be found unacceptable; however, a large number of proposed exceptions or one or more significant proposed exceptions may result in rejection of the overall proposal as unacceptable. Failure to identify and/or explain any such exception or deviation will result in the Firm's waiver of any objection to inclusion of the subject provision in the final contract. EFC in its sole discretion will accept or reject any exception, and may determine a response to be unresponsive based on an exception.

EFC's Standard Contract is subject to revision prior to execution by both parties.

### **B. Period and Renewal**

EFC anticipates that this RFP will result in a three year engineering consulting services agreement. EFC is in no way obligated to enter into any contract for any period of time.

### **C. Firm's Assurances**

By submitting a proposal in response to this RFP, each Firm represents:

1. that it has carefully reviewed the needs of EFC and DEC for all services as described in this RFP and its attachments and as otherwise communicated in writing by EFC and DEC to the Firm;
2. that it has familiarized itself with all required specifications, and that it can provide the services identified in this RFP and its proposal;
3. that it will perform its obligations in accordance with all applicable federal, state, and local laws, rules and regulations now or hereafter in effect; and
4. that the terms of this RFP, and any resultant agreement, do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

Each Firm acknowledges that it is expected to provide maximum assistance to state commodities, services, and technology by using state businesses as subcontractors, suppliers, protégés, or in other supporting roles, as appropriate.

Finally, each Firm acknowledges that EFC's Standard Contract will be modified to provide clarity and reflect the specific nature of this procurement.

#### **D. Controls to Prohibit Improper Lobbying Influence**

State Finance Law §§ 139-j and 139-k restrict communications between EFC and DEC and Firms during the procurement process, from the earliest posting of this RFP on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter, through final award and approval of the contract by EFC. A Firm may contact only the Designated Contacts identified and in the manner specified in Section 6-B of this RFP.

Violations of this provision may be grounds for immediate disqualification. Further information about this restriction may be found at: Procurement Lobbying Law FAQ, Section 7: Designated Contacts: <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

#### **E. Reciprocity and Sanctions Provision**

State Finance Law § 165(6)(d) prohibits state agencies from contracting with a Firm whose principal place of business is located in a country, province, state or political subdivision that uses a preference or price distorting mechanism to the detriment of, or otherwise discriminates against, New York State businesses. As of May 15, 2013, the State Commissioner of Economic Development's list of discriminatory jurisdictions includes South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

#### **F. Information in Proposals is Considered Public Information**

All Proposal documents submitted by a Firm in response to this RFP are subject to public disclosure by EFC under the State Freedom of Information Law.

## **G. Limitations**

This RFP does not commit EFC and DEC to award a contract, pay any costs incurred in response to this RFP, or procure or contract for services. A proposal submitted in response to this RFP is made at the sole cost of the submitting Firm. EFC and DEC may cancel this RFP in whole or in part if EFC and DEC determines that to be in its best interest. During the evaluation process, EFC and DEC may request additional information or clarification from any Firm or allow corrections of errors or omissions. All material submitted in response to this RFP, including but not limited to all agreements or documents related to any joint venture, strategic alliance or partnering relationships, will become the property of EFC and DEC.

## **H. Confidentiality**

By submitting a proposal in response to this RFP, a Firm agrees not to discuss or permit the disclosure of any information concerning EFC's business to any person other than EFC and DEC, EFC's and DEC's attorneys and employees, or any person designated by EFC and DEC in writing.

Each Firm must take responsible measures to avoid any unintentional or inadvertent disclosure of any such information to an unauthorized person by its employees, agents or consultants. A Firm may not use such information for its own gain without EFC's and DEC's prior written consent. For purposes of this section, "information" includes any written, verbal or electronic communication, document, agreement, model or program provided to, or used by, a Firm during the RFP process.

## **I. Insurance**

EFC will require the Selected Firm to obtain and maintain during any term of the contract, at its own expense, insurance of the kinds and amounts referenced in EFC's Standard Contract, provided by insurance companies licensed to do business in the State of New York, covering all operations under this engagement whether performed by it or its subcontractor. Before services start, EFC will require the Selected Firm to give EFC a certificate or certificates, in form satisfactory to EFC, showing that it has complied with this section of the RFP.

## **J. EFC's Rights to Bids**

By submitting a proposal, a Firm agrees not to make any claim for, or have any right to, damages against EFC for any reason, including but not limited to, any misinterpretation, misunderstanding, lack of information or error in the specifications, rejection or disqualification of a response to the RFP, or cancellation of the RFP. EFC and DEC reserves the following prerogatives with regard to proposals submitted:

1. To accept or reject any or all proposals, in whole or in part.
2. To correct any arithmetic errors in any or all proposals.
3. To change the Proposal Due Date upon appropriate notification to all prospective Firms.
4. To adopt any or all of the Selected Firm's proposal.
5. To accept or reject any of the team members assigned to an engagement and to require their replacement at any time.
6. To consider modifications to proposals at any time before the contract award is made, if such action is in the best interest of EFC and DEC.
7. To interview any, some or none of the Firms prior to contract award.
8. To accept proposals other than the lowest fee proposals.
9. To negotiate with the Selected Firm prior to final contract.
10. To begin contract negotiations with another Firm, should EFC be unsuccessful in negotiating a contract with the selected Firm within 45 calendar days after contract award.
11. To request from a Firm, clarifications and/or the submission of additional information pertaining to its proposal.
12. To provide such clarifications to the RFP as are deemed necessary by EFC, and to make such clarifications to the RFP posted on EFC's website.

## **K. Debriefings**

EFC will notify unsuccessful Firms in writing, and the Firms may request the opportunity for a debriefing session. The sessions will be limited to discussions of evaluation results as they apply to the Firm receiving the debriefing and will be scheduled at EFC's convenience.

## **L. Firm Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

### **1. New York State Law**

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145, EFC recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of EFC contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that EFC establishes goals for maximum feasible participation of New York State Certified minority- and women- owned business enterprises (“MWBEs”) and the employment of minority groups members and women in the performance of New York State contracts.

### **2. Business Participation Opportunities for MWBEs**

For purposes of this solicitation, EFC hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Firm on the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Firm agrees that EFC may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>.

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

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

By submitting a proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting the following documents and information as evidence thereof:

- a. An MWBE Utilization Plan (Attachment A-5.1) with its proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to EFC.

EFC will review the submitted MWBE Utilization Plan and advise the Bidder of EFC’s acceptance or issue a notice of deficiency within 20 days of receipt.

- b. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to EFC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by EFC to be inadequate, EFC shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal. The form for waiver requests may be found as Attachment A-5.2.

EFC may disqualify a Bidder as being non-responsive under the following circumstances:

- i) If a Bidder fails to submit a MWBE Utilization Plan;
- ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
- iii) If a Bidder fails to submit a request for waiver; or
- iv) If EFC determines that the Bidder has failed to document good faith efforts.

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

The Firm will be required to submit a Contractor’s Quarterly MWBE Contractor Compliance & Payment Report to EFC, by the 10<sup>th</sup> day following each end of quarter (January, April, July, and October) over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **3. Equal Employment Opportunity Requirements**

By submission of a proposal in response to this solicitation, the Bidder/Firm agrees with all of the terms and conditions of EFC's Standard Contract Appendix A – Standard Clauses for All New York State EFC Contracts including Clause 13 - Equal Employment Opportunities for Minorities and Women. The Firm is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for (1) the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon or (2) labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State entity (the "Work"), except where the Work is for the beneficial use of the Firm, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority- and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Attachment A-5.3, to EFC with their proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the proposal an Equal Employment Opportunity Staffing Plan (Attachment A-5.4) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by EFC on a quarterly basis during the term of the contract.

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

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

## **M. MWBE Subcontractor Interest**

State-certified MWBEs may request the inclusion of their contact information on EFC's list of MWBEs interested in serving as a subcontractor for this procurement, which will be publicly posted on EFC's website for reference by the bidding community. An MWBE requesting inclusion on this list should send contact information to [RFPinfo@efc.ny.gov](mailto:RFPinfo@efc.ny.gov).

## **N. Participation of Service-Disabled Veteran-Owned Business Enterprises**

EFC recognizes its obligation under State Executive Law Article 17-B, to promote opportunities for maximum feasible participation of State-certified Service-Disabled Veteran-Owned Businesses ("SDVOBs") in the performance of EFC contracts. SDVOBs strongly contribute to the economy of the State. As defenders of our nation and in recognition of their economic activity in doing business in the State, Firms are strongly encouraged to consider SDVOBs to provide services, equipment, technology, or commodities in support of the project. SDVOBs certified by the State Office of General Services are found here: <http://ogs.ny.gov/Core/SDVOBA.asp>.

Accordingly, EFC has established an SDVOB participation goal of 6% related to the overall dollar value of the contract resulting from this RFP. Firms that are State-certified SDVOBs are encouraged to submit proposals to this RFP.

## **O. SDVOB Subcontractor Interest**

State-certified SDVOBs may request the inclusion of their contact information on EFC's list of SDVOBs interested in serving as a subcontractor for this procurement, which will be publicly posted on EFC's website for reference by the bidding community. An SDVOB requesting inclusion on this list should send contact information to [RFPinfo@efc.ny.gov](mailto:RFPinfo@efc.ny.gov).

## APPENDIX A Facility Fact Sheet

### Municipalities with a Treatment Plant and Sewer System (These facilities are comprised of one treatment plant with a sewer system)

<b>Municipality A</b>	
Region:	1
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	80
Flow (MGD):	Medium
Level of Treatment/Classification:	3
<b>Municipality B</b>	
Region:	1
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	20
Flow (MGD):	Small
Level of Treatment/Classification:	3A
<b>Municipality C</b>	
Region:	3
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	80
Flow (MGD):	Large
Level of Treatment/Classification:	3A
<b>Municipality D</b>	
Region:	4
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	150
Flow (MGD):	Medium
Level of Treatment/Classification:	3A
<b>Municipality E</b>	
Region:	5
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	30
Flow (MGD):	Medium
Level of Treatment/Classification:	4A
<b>Municipality F</b>	
Region:	5
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	110
Flow (MGD):	Medium

Level of Treatment/Classification:	3A
<b>Municipality G</b>	
Region:	6
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Medium
Level of Treatment/Classification:	3A
<b>Municipality H</b>	
Region:	6
Conducted Some Asset Management:	No
Mile Range of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	2A
<b>Municipality I</b>	
Region:	7
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	60
Flow (MGD):	Large
Level of Treatment/Classification:	4A
<b>Municipality J</b>	
Region:	7
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	30
Flow (MGD):	Large
Level of Treatment/Classification:	4A
<b>Municipality K</b>	
Region:	7
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	50
Flow (MGD):	Large
Level of Treatment/Classification:	4
<b>Municipality L</b>	
Region:	8
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	100
Flow (MGD):	Medium
Level of Treatment/Classification:	3
<b>Municipality M</b>	
Region:	8
Conducted Some Asset Management:	No

Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	2
<b>Municipality N</b>	
Region:	9
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	110
Flow (MGD):	Large
Level of Treatment/Classification:	4A
<b>Municipality O</b>	
Region:	9
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	30
Flow (MGD):	Medium
Level of Treatment/Classification:	4A

### Satellite Systems

(These facilities are comprised of just a sewer system)

<b>Municipality P</b>	
Region:	3
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	140
Flow (MGD):	Satellite
Level of Treatment/Classification:	Satellite
<b>Municipality Q</b>	
Region:	8
Conducted Some Asset Management:	No
Approximate Miles of Sewer Pipes:	160
Flow (MGD):	Satellite
Level of Treatment/Classification:	Satellite

### Regional Systems

(These facilities are comprised of multiple treatment plants with their associated trunk sewers. It is expected that one Asset Management Plan would be created for each group/regional system)

<b>Municipality R*</b>	
<b>Facility 1</b>	
Region:	3
Conducted Some Asset Management:	No
Approximate Miles of Trunk Sewer Pipes:	20
Flow (MGD):	Medium
Level of Treatment/Classification:	3A
<b>Facility 2</b>	
Region:	3
Conducted Some Asset Management:	No
Approximate Miles of Trunk Sewer Pipes:	40
Flow (MGD):	Large
Level of Treatment/Classification:	4A
<b>Municipality S**</b>	
<b>Facility 1</b>	
Region:	4
Conducted Some Asset Management:	Yes
Approximate Miles of Trunk Sewer Pipes:	20
Flow (MGD):	Large
Level of Treatment/Classification:	4A
<b>Facility 2</b>	
Region:	4
Conducted Some Asset Management:	Yes
Approximate Miles of Trunk Sewer Pipes:	20
Flow (MGD):	Large
Level of Treatment/Classification:	4A

### Grouped System

(These facilities are comprised of multiple treatment plants with their associated sewer systems within the same municipality. It is expected that one Asset Management Plan would be created for this group.)

<b>Municipality T***</b>	
<b>Facility 1</b>	
Region:	3
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	1

<b>Facility 2</b>	
Region:	3
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	3
<b>Facility 3</b>	
Region:	3
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	2A
<b>Facility 4</b>	
Region:	3
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	10
Flow (MGD):	Small
Level of Treatment/Classification:	2A
<b>Facility 5</b>	
Region:	3
Conducted Some Asset Management:	Yes
Approximate Miles of Sewer Pipes:	30
Flow (MGD):	Medium
Level of Treatment/Classification:	3A

- \* Facilities R1 – R2 are two facilities that are within an approximate 2 mile radius.
- \*\* Facilities S1 – S2 are two facilities that are within an approximate 3 mile radius.
- \*\*\* Facilities T1 – T5 are a group of regional facilities that are within an approximate 5 mile radius.

**Legend:**

<b>Flow (MGD) Distribution</b>	
0 - 0.5	Small
0.5 - 5	Medium
5 - 30	Large
> 30	Regional

Level of Treatment/Classification is based on the wastewater treatment operator classification which is described in [6 NYCRR 650.3](#) and [here](#).

DEC Region locations available here: <http://www.dec.ny.gov/about/50230.html>

## ATTACHMENT A-1: COVER PAGE

This form shall be completed and attached to your Bid. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the Bid.

**Please Note: A “No” response is grounds for disqualification from this procurement.**

**RFP Name:** Engineer Services Related to the Municipal Sewage System Asset Management Pilot Program

**Bid Date:** July 19, 2016

**1. Information Regarding the Firm:**

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

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

**City, State, Zip Code:** \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Website Address:** \_\_\_\_\_

**2. Primary Contact Concerning this Bid:**

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

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

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

**City, State, Zip Code:** \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Email address:** \_\_\_\_\_

**3. Irrevocable Offer:**

**The price quoted is a final and irrevocable offer that is good for 180 days from the date of submission.**      Yes      No

- |   |   |   |                   |                |
|---|---|---|-------------------|----------------|
| 4 | <b>Willingness to Perform All Services:</b>   | <b>The Firm is willing to, and capable of performing all of the deliverables and services described in this RFP.</b>  | Yes               | No             |
| 5 | <b>Compliance with Article 15-A:</b>  | <b>The Firm agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to EFC, to fully comply and cooperate with EFC in the implementation of New York State Executive Law Article 15-A. Firm's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements.</b>   | Yes               | No             |
| 6 | <b>Attachment A-9:</b>  | <b>The Firm has read, understands, and accepts all terms and conditions of Attachment A-9, EFC's Standard Contract. If not, please provide explanation.</b>   | Yes               | No             |
| 7 | <b>Certification Status</b>   | <b>Is Firm a New York State Certified Minority-owned Business?</b><br><b>Is Firm a New York State Certified Women-owned Business?</b><br><b>Is Firm a New York State Certified Service-Disabled Veteran-Owned Business?</b>   | Yes<br>Yes<br>Yes | No<br>No<br>No |
| 8 | <b>Vendor Responsibility Questionnaire Requirement:</b>   | <b>The Firm has (Please check the appropriate box):</b><br><input type="checkbox"/> <b>Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System (see Attachment A-3).</b><br><p style="text-align: center;"><b>OR</b></p> <input type="checkbox"/> <b>Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Bid.</b> |                   |                |
| 9 | <b>The Firm's Taxpayer Identification Number is: _____ DUNS #: _____</b><br><div style="text-align: right; margin-left: 150px;">(if applicable)</div> |   |                   |                |

**By my signature on this Cover Page, I certify that I am authorized to bind the Firm contractually.**

\_\_\_\_\_

**Typed or Printed Name of Authorized Representative of the Firm**

\_\_\_\_\_

**Title/Position of Authorized Representative of the Firm**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

**ATTACHMENT A-2: MACBRIDE FAIR EMPLOYMENT/NON-COLLUSIVE BIDDING CERTIFICATE**

**In accordance with New York State Finance Law, § 165, the Firm/Contractor certifies that it or any individual or legal entity in which the Firm/Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Firm/Contractor, either (answer yes or no to one or both of the following, as applicable):**

[1] has business operations in Northern Ireland;

Yes \_\_\_ or, No \_\_\_ if yes;

[2] shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_ or, No \_\_\_

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

Signature: \_\_\_\_\_

**In accordance with New York State Finance Law, § 139-d, by submitting its bid, each Contractor and each person signing on behalf of any other Contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:**

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

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

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

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

Signature: \_\_\_\_\_

*Joint or combined bids by companies or Contractors must be certified on behalf of each participant.*

\_\_\_\_\_  
Legal name of person, Contractor or Corporation

\_\_\_\_\_  
Legal name of person, Contractor or Corporation

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

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

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

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

# ATTACHMENT A-3: VENDOR RESPONSIBILITY QUESTIONNAIRE AND SALES TAX CERTIFICATION INSTRUCTIONS

## VENDOR RESPONSIBILITY QUESTIONNAIRE

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each Contractor or Firm's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Division of the Budget or the Office of the State Comptroller for a copy of the paper form.

Vendors who file the Vendor Responsibility Questionnaire online, prior to the proposal due date do not need to submit a paper copy as part of their Proposal. **However, please indicate on Attachment A-1 (Cover Page) that a completed questionnaire is available on the VendRep System.**

**Prospective contractors must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate.** The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

## SALES TAX CERTIFICATION INSTRUCTIONS FOR SELECTED FIRM

The Tax Law requires contractors with state agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

The successful Contractor must complete Contractor Certification Form ST-220-CA within 3 business days of notification of selection by EFC. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the Contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

If Contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller G-Bulletin will provide background information and the forms (<http://www.osc.state.ny.us/agencies/gbull/g222a.htm>).

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5a, *Contractor Affiliate, Subcontractor, and Subcontractor Affiliate Sales and Compensating Use Tax Registration* for additional information and guidance.

## ATTACHMENT A-4: CERTIFICATION PURSUANT TO STATE FINANCE LAW § 139

This form shall be completed and submitted with your proposal. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the proposal.

**I. Affirmation relating to procedures governing permissible contacts:**

(Firm must check applicable box)

Firm:  affirms  does not affirm

that it understands and has to date and agrees hereinafter to comply with the Corporation's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

**II. Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under the 2005 Procurement Lobbying Law:**

1. Has any "governmental entity," as defined by State Finance Law § 139-j and § 139-k, made a finding in the last four years that the firm was not responsible?

No  Yes

2. If yes, was the basis for any such finding(s) the intentional provision of false or incomplete information required by State Finance Law § 139-j and § 139-k, and/or the failure to comply with the requirements of State Finance Law § 139-j (3) relating to permissible contacts?

No  Yes

If yes, please provide details regarding each finding of non-responsibility below. (Attach additional pages, if necessary)

Governmental Entity:

Date of Finding:

Basis of Finding:

3. Has any "governmental entity" as defined in State Finance Law §139-j and §139-k terminated or withheld a procurement contract with the firm due to the intentional provision of false or incomplete information required by such Laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts?

No  Yes

If yes, please provide details below. (Attach additional pages, if necessary)

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding of Contract:

The undersigned acknowledges and states that all information provided to the Corporation with respect to State Finance Law § 139-j and § 139-k is complete, true and accurate.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

## **ATTACHMENT A-5: MWBE AND EQUAL EMPLOYMENT OPPORTUNITIES FORMS**

Attachments:

- Attachment A-5.1 – MWBE Utilization Plan
- Attachment A-5.2 – Request for Waiver
- Attachment A-5.3 – MWBE & EEO Policy Statement
- Attachment A-5.4 – EEO Staffing Plan

## ATTACHMENT A-5.1: MWBE UTILIZATION PLAN

**INSTRUCTIONS:** This form **MUST** be submitted prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each Certified Minority- and Women-owned Business Enterprise (MWBE) under the contract and reflect the agency goals of % MBE and % WBE participation, unless otherwise specified in Contract or procurement document. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.

<b>Contractor's Name:</b>	
<b>Street Address:</b> City, State , ZIP:	<b>Telephone:</b> ( ) - <b>Email:</b>
<b>Federal ID No:</b>	<b>Solicitation No:</b>

Certified MWBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/S ervices
<b>NAME:</b> <b>ADDRESS:</b> <b>CITY, ST, ZIP:</b> <b>TELEPHONE:</b> <b>FED ID NO.:</b>	<b>NYS ESD Certified</b>  <b>MBE</b> _____ <b>WBE</b> _____		\$ _____
<b>NAME:</b> <b>ADDRESS:</b> <b>CITY, ST, ZIP:</b> <b>TELEPHONE:</b> <b>FED ID NO.:</b>	<b>NYS ESD Certified</b>  <b>MBE</b> _____ <b>WBE</b> _____		\$ _____

PREPARED BY (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

### FOR AUTHORIZED USE ONLY

Proposed Goals		Date Approved	Date Disapproved	Initials
<b>MBE (%)</b>	<b>EEO-Minorities (%)</b>			
<b>WBE (%)</b>	<b>EEO-Female (%)</b>			

## ATTACHMENT A-5.2: REQUEST FOR WAIVER FORM

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>		
<b>Firm Name:</b>	<b>Federal Identification No.:</b>	
<b>Address:</b>	<b>Procurement No.:</b>	
<b>City, State, Zip Code:</b>	<b>M/WBE Subcontract Goals: MBE: 15%    WBE: 15%</b>	
<p><b>By submitting this form and the required information, the company certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under this procurement.</b></p>		
<p><b>Firm is requesting a:</b>    <input type="checkbox"/> Total        <input type="checkbox"/> Partial        <input type="checkbox"/> Certification    <input type="checkbox"/> Conditional</p> <p>1.    <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested.</p> <p>2.    <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested.</p> <p>3.    <input type="checkbox"/> ESD Certification Waiver – A waiver of the requirement that the MBE/WBE be certified by Empire State Development (ESD). (Check here if MBE/WBE is NOT ESD certified.)</p> <p>4.    <input type="checkbox"/> Conditional Waiver – (Attach separate sheet outlining special conditions or extenuating circumstances.)</p>		
<b>Prepared By (Signature)</b>	<b>Date</b>	
<b>Printed or Typed Name and Title of Preparer</b>	<b>Telephone Number</b>	<b>Email Address</b>
<p><b>SUBMISSION OF THIS FORM CONSTITUTES THE FIRM'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.</b></p>	<p>***** <b>FOR CORPORATION USE ONLY</b> *****</p>	
	<b>REVIEWED BY:</b>	<b>DATE:</b>
	<p>M/WBE Certified: <input type="checkbox"/></p> <p>M/WBE Not Certified: <input type="checkbox"/></p>	

## ATTACHMENT A-5.2 (continued)

### M/WBE REQUIREMENTS AND WAIVER SUBMISSION

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

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

**Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by the Corporation, to determine M/WBE compliance. In cases where the Corporation grants a full or partial waiver of M/WBE participation goals, the waiver request will be posted to the Corporation's website.**

**ATTACHMENT A-5.3: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the (Contractor/Firm) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered for the NYS Environmental Facilities Corporation.

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to

achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from EFC and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
4. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

<p>Agreed to this _____ day of _____, 2_____</p> <p>By _____</p> <p>Print: _____ Title: _____</p>
---

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

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

M/WBE Contract Goals

\_\_\_\_\_ 30% Minority and Women's Business Enterprise Participation

\_\_\_\_\_ 15% Minority Business Enterprise Participation

\_\_\_\_\_ 15% Women's Business Enterprise Participation

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

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

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

## ATTACHMENT A-5.4: EEO STAFFING PLAN

**Submit with Bid or Proposal – Instructions on page 2**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Firm's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
<b>Offeror's Name:</b>		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
<b>Offeror's Address:</b>		<b>Subcontractor's name</b> _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b>	<b>DATE:</b>
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<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>Submit completed with bid or proposal MWBE 101 (Rev 03/11)</b>
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**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

## ATTACHMENT A-6: DIVERSITY PRACTICES QUESTIONNAIRE

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ Firm or company (hereafter referred to as the Firm), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your Firm have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your Firm's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Firm's clients or customers?

3. What percentage of your Firm's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Firm's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>2</sup>

4. Does your Firm provide technical training<sup>3</sup> to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Firm participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your Firm participates and provide evidence demonstrating the extent of your Firm's commitment to the governmental mentoring program.

6. Does your Firm include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

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<sup>2</sup> Do not include onsite project overhead.

<sup>3</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

7. Does your Firm have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Firm plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official

\_\_\_\_\_

Printed Name of Signatory

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Business

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

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

### Attachment A-6.1: Diversity Practices Scoring Matrix

Questions

Q1 - CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	
Q2 - Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	
Q3 - Percentage of overhead expenses paid to M/WBEs	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
Q4 - M/WBE Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
Q5 - M/WBE Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
Q6 - Written M/WBE goals included in the Company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
Q7 - Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	
Q8 - Utilization Plan			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	

Total Diversity Score  
(Max 100 pts)

Weighted  
Score (up to  
8% of  
Technical)

## **ATTACHMENT A-7: SDVOB FORMS**

Attachments:

- Attachment A-7.1 – SDVOB Utilization Plan Form
- Attachment A-7.2 – SDVOB Waiver Form

**ATTACHMENT A-7.1: SDVOB UTILIZATION PLAN FORM**

**I. FIRM INFORMATION**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. ( ) \_\_\_\_\_ Federal ID # \_\_\_\_\_  
Prime Contractor/Firm SDVOB Status \_\_\_\_ SDVOB \_\_\_\_ Non-SDVOB

II. I, \_\_\_\_\_ HEREBY AGREE TO THE 6% CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISE (SDVOB) GOAL AS SET FOR IN THIS SOLICITATION/CONTRACT. I FURTHER SUBMIT THE BELOW NYS CERTIFIED SDVOBs FOR YOUR REVIEW AND APPROVAL IN COMPLIANCE WITH THE GOAL REQUIREMENTS ESTABLISHED IN THIS SOLICITATION/CONTRACT.

**NYS Certified SDVOBs**

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Brief Description of the Scope of Work:

Brief Description of the Scope of Work:

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

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

The Contractor/Firm shall undertake "good faith" efforts to actively solicit SDVOB participation in connection with its potential award of the EFC contract.

**ATTACHMENT A-7.1: SDVOB UTILIZATION PLAN FORM (continued)**

III. Provide the name, title, address and telephone of person(s) responsible for implementing this subcontracting plan.

IV. If the Firm anticipates that it will not be able to meet the contract SDVOB participation levels, a waiver request must be submitted with the proposal (see Attachment A-7.2).

I hereby declare that the above information is to the best of my ability and intention correct and that every effort will be made in the attainment of the established SDVOB goal. I further declare that the utilization of SDVOBs for non-commercially useful functions may not be counted towards utilization of SDVOBs in the utilization plan.

Signature: \_\_\_\_\_

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

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

**ATTACHMENT A-7.2: SDVOB WAIVER FORM**

1. PRIME CONTRACTOR/FIRM INFORMATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

2. I hereby request a **Partial** or **Total** (circle one) waiver of the certified SDVOB goals as established in this contract. To substantiate and demonstrate my good faith efforts the following information is submitted for EFC's review and approval.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print name and title Authorized Representative

**ATTACHMENT A-7.2: SDVOB WAIVER FORM (continued)**

1. Provide a statement setting forth the basis for requesting a partial or total waiver of the certified SDVOB goal established in the solicitation.
2. List the certified SDVOBs that were solicited in writing to provide bids for purposes of complying with the SDVOB goal requirements of the solicitation.
3. Provide proof of dates on which such solicitations were made in writing and copies of said solicitations as well as copies of responses you received.
4. Provide a description of any contract documents, plans or specifications that were made available to certified SDVOBs for purposes of soliciting their bids.
5. Provide the dates and manner in which the above documents were made available.
6. Provide information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
7. Attach any documentation you have of negotiations between the contractor and the certified SDVOB undertaken for purposes of complying with the goal requirements in the solicitation.
8. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
9. Provide the name, title, address and telephone number contractor's representative authorized to discuss and negotiate this waiver request.

Waiver request is:  Granted  Denied

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

## ATTACHMENT A-7.2: SDVOB WAIVER FORM (continued)

EFC may grant a partial or total waiver of the goal requirements established in the solicitation/contract upon the submission of a waiver form by a contractor documenting good faith efforts by the contractor to meet the goal requirements, and in consideration of the following factors:

1. The number and types of certified SDVOBS available to perform the work
2. The total dollar value of the contract and the scope of work to be performed
3. The project size and project term
4. The availability of other business enterprises located in the region qualified to do the work
5. The ability of certified SDVOBs located outside the region to perform the work
6. The extent to which the contractor's own actions contributed to its inability to meet the goal

In addition to the information provided by the contractor on this form, EFC may also consider the following to determine whether the contractor has demonstrated good faith efforts:

1. Where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontractor or supplier opportunities in the contract
2. The number of certified SDVOBs in the region that could, in the judgment of EFC, perform work required by the contract
3. The actions taken by the contractor to contact and assess the ability of certified SDVOBs located outside of the region in which the contract is to be performed to participate on the contract
4. Whether the contractor provided relevant plans, specifications or terms and conditions to certified SDVOBs sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier
5. The terms and conditions of any subcontractor or provision of suppliers offered to certified SDVOBs and a comparison of such terms and conditions of those offered in the ordinary course of the contractor's business
6. Whether the contractor offered to make up any inability to comply with the certified SDVOB goals in the subject contract in other state contracts being performed or awarded to the contractor
7. The extent to which the contractor's actions contributed to its inability to meet the goals
8. Whether the contractor knowingly utilized one or more certified SDVOBs, in the performance of the contract, that contractor knew or reasonably should have known could not perform a commercially useful function
9. Whether the contractor submitted compliance reports which identified certified SDVOBs that the contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned
10. Any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

**ATTACHMENT A-8: ENCOURAGING USE OF NEW YORK STATE  
BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

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

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in performance of this contract? \_\_\_\_\_  
Yes                      No

If yes, identify New York State businesses that will be used and attach identifying information.

**ATTACHMENT A-9: EFC'S STANDARD CONTRACT**

CONTRACT NUMBER C-xxxxx

[insert type of agreement] Agreement

between

NEW YORK STATE ENVIRONMENTAL FACILITIES  
CORPORATION

and

[insert name of FIRM]

TO BE MODIFIED CONSISTENT WITH THE TERMS OF THE  
RFP

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This [insert type of agreement] agreement, dated as of [insert date] is between the **NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION** (the “Corporation”), a New York State public benefit corporation and [insert name of Firm] (the “Firm”), [insert business entity status of the Firm, e.g., a Delaware corporation].

This agreement provides for the Firm’s development and implementation of asset management plans for the municipalities participating in the New York State (the “State”) Department of Environmental Conservation’s asset management pilot program.

Accordingly, the parties agree as follows:

## 1 SERVICES

The Firm shall perform the services identified in Appendix B, Scope of Services (the “Services”), consistent with applicable professional standards and to the Corporation’s satisfaction.

## 2 PAYMENT

- 2.1 The Corporation shall pay the Firm an amount not to exceed \$\_\_\_\_\_ (the “Maximum Amount”) for the Services in accordance with the budget in Appendix C, Budget.
- 2.2 The Firm shall submit requests for payment for Services rendered in the form of Appendix D, Payment and Reporting Schedule.
- 2.3 The Corporation shall reimburse the Firm for costs incurred performing Services.

## 3 TERM

This agreement’s term starts on the date stated in the introductory clause and ends at 5 p.m. on the third anniversary of the date stated in the introductory clause, unless sooner terminated in accordance with section 16, Termination.

## 4 AMENDMENT

The parties may amend this agreement only by the parties’ written agreement that identifies itself as an amendment to this agreement.

## 5 FIRM'S REPRESENTATIONS AND WARRANTIES

- 5.1 The Firm has the financial ability, technical qualifications, organizational capacity, legal authority, and integrity to perform the Services.
- 5.2 The Firm is duly qualified to perform all of the Services described herein or otherwise necessary to effectuate the purpose of this agreement.
- 5.3 If the Firm is a State certified minority- or women-owned business enterprise (MWBE), as defined by Executive Law Article 15-A, the Firm will notify the Corporation of such status as well as any status changes during the term of this agreement.
- 5.4 If the Firm is a State certified service-disabled veteran-owned business enterprise ("SDVOB"), as defined by Executive Law Article 17-B, the Firm will notify the Corporation of such status as well as any status changes during the term of this agreement.
- 5.5 All information provided to the Corporation concerning State Finance Law § 139-k is complete, true and accurate.

## 6 FIRM'S COVENANTS

- 6.1 At the Corporation's request, the Firm shall provide evidence of its integrity, experience, ability, prior performance, organizational and financial capacity, and continuing legal authority to do business in the State.
- 6.2 The Firm shall not infringe, misappropriate or otherwise violate any confidential or proprietary information, trade secret or intellectual property right, and will obtain any licenses required to use such property.
- 6.3 The Firm shall maintain sufficient staff resources, with the minimum qualifications outlined in the request for proposals, to perform the Services throughout the term of this agreement.
- 6.4 If the Firm uses a subcontractor to perform the Services, the Firm shall include the terms of this agreement in the subcontract or agreement between the Firm and the subcontractor.

6.5 The Firm shall provide maximum assistance to State commodities, services and technology businesses by providing opportunities to fulfill the requirements of this agreement, by entering into subcontracts, supplier or protégé agreements, or contracting for other supporting roles as may be appropriate.

## 7 INDEPENDENT CONTRACTOR

7.1 The parties intend that the Firm will perform Services as an independent contractor and not as the Corporation's agent, servant or employee. This agreement does not establish a partnership, joint venture, employment, franchise or agency between the Corporation and the Firm or the Firm's contractors or subcontractors.

7.2 The Firm and any subcontractors, and their respective officers, agents, employees, representatives and servants shall not hold themselves out as, nor claim to be acting in the capacity of, the Corporation's officers, employees, agents, representatives or servants nor make any claim, demand or application for any right or privilege applicable to the Corporation, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

## 8 COMPLIANCE WITH LAWS

8.1 The Corporation and the Firm shall each comply with all federal, state, and local laws, rules, and regulations in the performance of this agreement.

8.2 The Firm shall obtain any necessary permits or other authorizations at the Firm's sole cost and expense.

8.3 The laws of the State govern all matters arising out of this agreement.

## 9 NOTICES

9.1 Any notice or other communication required by this agreement must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, to the following addresses:

<b>The Corporation</b>	<b>The Firm</b>
Environmental Facilities Corporation  625 Broadway  Albany, New York 12207-2997  Attn: Dep. Director of Corporate Operations  E-Mail Address: <a href="mailto:info@efc.ny.gov">info@efc.ny.gov</a>  A copy of the notice or communication must also be delivered to the attention of the Corporation's General Counsel.	Name:  Address:  Phone No.:  E-Mail Address:

9.2 A notice is considered as having been given: (1) on the day of personal delivery, or (2) two days after the date of mailing.

## 10 ASSIGNMENT OF CONTRACT

The Firm shall not assign its obligations under this agreement without the Corporation's prior written consent.

## 11 USE OF SUBCONTRACTORS

11.1 The Firm shall not subcontract its obligations under this agreement without the Corporation's prior written consent.

11.2 If the Corporation consents to the Firm's use of subcontractors to perform any of the Services, the Firm must comply with Executive Law Article 15-A in connection with the subcontracts, and to report the nature and extent of such efforts to the Corporation.

11.3 If the Firm uses a subcontractor, the Firm's agreement with the subcontractor must require the subcontractor to comply with section 18 concerning minority- and women-owned business enterprises.

11.4 At the Corporation's request, but no less than annually, the Firm shall give the Corporation a written list of the Firm's subcontractors, if any, used to perform the Services under this agreement. The Firm shall update this list and notify the Corporation within ten days of any change in the status of a subcontractor.

## 12 FIRM PERSONNEL

12.1 The principal employees of the Firm who are to perform the Services under this agreement shall be subject to the approval of the Corporation. In case of the death, disability or departure of one or more but not all of the persons so approved, the Corporation has the right to approve successor personnel to perform the services under this agreement. If the Corporation does not approve such personnel, then this agreement will terminate.

12.2 Notwithstanding section 12.1, in the event of the departure of one or more of the principal employees, the Corporation reserves the right to direct the Firm to assign this agreement to any entity employing one or more of the former principal employees.

12.3 In case of the death, disability or departure of all the persons so approved without approved replacements, all data and records pertaining to the project shall be delivered within 60 days to the Corporation or its duly authorized representative. If the Firm's successors or personal representatives fail to make such delivery on demand, then the representatives of the Firm shall be liable to the Corporation for any damage it may sustain by reason thereof. Upon the delivery of all such data to the Corporation, the Corporation will pay to the representatives of the Firm all amounts due to the Firm, including retained percentages to the date of the death, disability or departure of the last principal employee of the Firm.

## 13 CORPORATION'S RIGHT TO WITHHOLD PAYMENTS AND SETOFF

If the Firm fails to perform any of its obligations under this agreement as determined by the Corporation, the Corporation may withhold, in whole or in part, any payments otherwise due or to become due to the Firm under this agreement until the Firm remedies the failure to the Corporation's satisfaction, consistent with any rights of setoff in Appendix A.

## 14 INDEMNIFICATION

The Firm shall be responsible for all damage to life and property due to activities of the Firm, and any of its subcontractors, agents, or employees in connection with the Services under this agreement. Further, to the fullest extent permitted by law, the Firm shall protect, defend, indemnify and hold harmless the Corporation and the State, and any employee or agent thereof from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Corporation or the State resulting from, arising out of or relating to the Firm's performance under this agreement. This obligation includes the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. The Firm's obligations under this section survives any expiration or termination of this agreement and shall not be limited by any enumeration in this agreement of required insurance coverage.

## 15 INSURANCE

The Firm shall obtain and maintain during the term of this agreement, at its own expense, insurance of the kinds and amounts identified in Appendix E and provided by insurance companies licensed to do business in the State, covering all operations under this agreement, whether performed by the Firm or its subcontractors. Before starting to perform the Services, the Firm shall give the Corporation a certificate or certificates, in form satisfactory to the Corporation, showing that the Firm has complied with this section, which certificate or certificates shall provide that the policies shall not be changed or canceled until 30 days' notice has been given to the Corporation.

## 16 TERMINATION

- 16.1 The Corporation may terminate this agreement upon finding that the certification filed by the Firm in accordance with State Finance Law § 139-k was intentionally false or intentionally incomplete, by providing notice to the Firm in accordance with section 9, Notices.
- 16.2 The Corporation may terminate this agreement for any reason by providing notice in accordance with section 9, Notices.

16.3 If the Corporation terminates this agreement, the Corporation shall pay the Firm for the Services performed and expenses incurred before the effective date of the termination. Upon receipt of any such notice of termination, the Firm shall stop performing the Services, shall make no further commitments with respect thereto and shall reduce as much as possible the amount of outstanding commitments including, to the extent requested by the Corporation, through termination of approved subcontracts which shall contain provisions therefore.

16.4 Within 30 days of a termination, the Firm shall deliver to the Corporation all work in progress and all other materials in its possession that are the Corporation's property under this agreement.

## 17 SUSPENSION OF WORK

The Corporation may suspend the Firm's performance of the Services under this agreement at any time upon the discovery of information calling into question the responsibility of the Firm, including the Firm's financial ability, technical qualifications, organizational capacity, legal authority, integrity, or prior performance. To suspend the agreement, the Corporation shall give notice to the Firm stating the reason for the suspension and providing terms for compliance. If the Firm satisfies the terms as determined solely by the Corporation, the Corporation may authorize the Firm to resume the performance of Services.

## 18 FIRM REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

### 18.1 General Provisions

18.1.1 The Corporation is required to implement the provisions of State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

18.1.2 The Firm agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Corporation, to fully comply and cooperate with the Corporation in the implementation of State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority- and women-owned business enterprises (“MWBEs”). The Firm’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.

18.1.3 Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section 17.8 or enforcement proceedings as allowed by this agreement.

## 18.2 Contract Goals

18.2.1 For purposes of this procurement, the Corporation hereby establishes an overall goal of 30% for MWBE participation, 15% for State certified minority-owned business enterprises (“MBE”) participation and 15% for State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.

18.2.2 For purposes of providing meaningful participation by MWBEs on this agreement and achieving the MWBE Contract Goals established in section 18.2.1, the Firm should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Firm is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this agreement.

18.2.3 Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Firm must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this agreement. In accordance with Executive Law § 316-a and 5 NYCRR § 142.13, the Firm acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this agreement, such a finding constitutes a breach of contract and the Firm shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

### 18.3 Equal Employment Opportunity (EEO)

18.3.1 The Firm agrees to be bound by the provisions of Executive Law Article 15-A and the MWBE regulations promulgated thereunder by the Division of Minority and Women's Business Development of the State Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

18.3.2 The Firm shall comply with the following provisions of Executive Law Article 15-A:

18.3.2.1 The Firm and each contractor and subcontractor performing work on this agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

18.3.2.2 The Firm shall submit an EEO policy statement to the Corporation within 72 hours after the date of the notice by the Corporation to award this agreement to the Firm, if the Firm did not previously submit an EEO policy statement with its proposal.

18.3.2.3 If the Firm or a subcontractor does not have an existing EEO policy statement, the Corporation may provide the Firm or subcontractor with a model statement upon request.

18.3.2.4 The Firm's EEO policy statement shall include the following language:

*“The Firm will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.*

*The Firm shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.*

*The Firm 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 Firm's obligations herein.”*

The Firm shall include the foregoing language and section 18.3.5, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this agreement.

18.3.3 EEO Staffing Plan. To ensure compliance with this section, the Firm shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Firm shall complete the EEO Staffing Plan form and submit it as part of its proposal or within a reasonable time, but no later than the time of award of the contract. If the Firm did not submit the Staffing Plan with its proposal, the Corporation will provide the Firm with the form upon request.

18.3.4 Appendix G, Quarterly Workforce Utilization Report (“Workforce Report”)

18.3.4.1 The Firm shall submit a Workforce Report, and shall require each of its subcontractors to submit a Workforce Report, in such format as shall be required by the Corporation on a quarterly basis during the term of the contract. The required format for the Workforce Report is attached to as Appendix G.

18.3.4.2 Separate forms shall be completed by the Firm and any subcontractor.

18.3.4.3 In limited instances, the Firm or a subcontractor may not be able to separate out the workforce utilized in the performance of this agreement from the Firm or subcontractor’s total workforce. When a separation can be made, the Firm or subcontractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on this agreement. When the workforce to be utilized on the contract cannot be separated out from the Firm or subcontractor’s total workforce, the Firm or subcontractor shall submit the Workforce Report and indicate that the information provided is the Firm or subcontractor’s total workforce during the subject time frame, not limited to work specifically under this agreement.

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

#### 18.4 MWBE Utilization Plan

18.4.1 The Firm represents and warrants that the Firm has submitted an MWBE Utilization Plan to the Corporation either prior to, or at the time of, the execution of this agreement.

18.4.2 The Firm agrees to use such MWBE Utilization Plan for the performance of MWBEs on this agreement pursuant to the prescribed MWBE goals set forth in section 18.2.1.

18.4.3 The Firm further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this agreement. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Firm's non-responsiveness.

#### 18.5 Waivers

18.5.1 For Waiver Requests, the Firm should use the Request for Waiver form prescribed by the Corporation, available upon request.

18.5.2 If the Firm, after making good faith efforts, is unable to comply with MWBE goals, the Firm may submit a Request for Waiver documenting good faith efforts by the Firm to meet such goals. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

18.5.3 If the Corporation, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports (as required in section 18.7) determines that the Firm is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Firm. The Firm must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

18.6 Required Good Faith Efforts. In accordance with 5 NYCRR § 142.8, the Firm must document a good faith efforts toward utilizing MWBEs on this agreement. Evidence of required good faith efforts includes:

(a) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Firm solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

(b) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this agreement. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

(c) Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the Firm when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

(d) A description of the negotiations between the Firm and certified MWBEs for the purposes of complying with the MWBE goals of this agreement.

(e) Dates of any pre-bid, pre-award or other meetings attended by the Firm, if any, scheduled by the Corporation with certified MWBEs whom the Corporation determined were capable of fulfilling the MWBE goals set in this agreement.

(f) Other information deemed relevant to the request.

18.7 Appendix F - Quarterly MWBE Contractor Compliance Report. The Firm is required to submit a Quarterly MWBE Contractor Compliance Report to the Corporation by the 10<sup>th</sup> day following each end of quarter (January, April, July, and October) over the term of this agreement documenting the progress made towards achievement of the MWBE goals of this agreement. The required format for the Quarterly MWBE Contractor Compliance Report is attached hereto as Appendix F.

#### 18.8 Liquidated Damages - MWBE Participation

18.8.1 Where the Corporation determines that the Firm is not in compliance with the requirements of this agreement and the Firm refuses to comply with such requirements, or if the Firm is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Firm shall pay the Corporation liquidated damages.

18.8.2 Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Firm achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this agreement.

18.8.3 In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Corporation, the Firm shall pay such liquidated damages to the Corporation within 60 days after they are assessed by the Corporation unless prior to the expiration of such 60<sup>th</sup> day, the Firm has filed a complaint with the Director of the Division pursuant to Executive Law § 313(8), in which event the liquidated damages shall be payable if Director renders a decision in favor of the Corporation.

## 19 HEADINGS

The section headings in this agreement are for convenience only and do not affect the interpretation of this agreement.

## 20 SEVERABILITY

The parties intend that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of this agreement will remain in effect as written.

## 21 ENTIRE AGREEMENT

This agreement and its appendices constitute the entire agreement of the parties with respect to the subject matter of this agreement.

## 22 CONFIDENTIALITY

22.1 All information, documents, testing data and electronic media provided at any time by the Corporation to the Firm or obtained by the Firm while performing the Services under this agreement: (i) are proprietary and confidential; (ii) are provided solely for use on the Corporation's project; (iii) shall be kept confidential by the Firm; and (iv) shall not be disclosed or used by the Firm unless disclosure or use in connection with any matter other than the Services rendered to the Corporation under this agreement is specifically authorized in writing by the Corporation in advance.

22.2 The Firm shall not to discuss or permit the disclosure of any information concerning the business of the Corporation to anyone other than the Corporation, the Corporation's attorneys and employees, or persons designated by the Corporation in writing. The Firm shall take responsible measures to avoid any unintentional or inadvertent disclosure of any such information to any unauthorized person by its employees, agents or consultants. The Firm shall not use such information for its own gain without the prior written consent of the Corporation. For purposes of this agreement, "information" includes written, verbal or electronic communication, documents, agreements, models or programs provided to, or used by, the Firm during the term of this agreement. The provisions of this section will survive the expiration or any termination of this agreement. The Firm is authorized to disclose any Corporation information to the extent required by law or judicial order.

## 23 OWNERSHIP OF MATERIALS

All work performed by Firm under this agreement, whether tangible or intangible, including intellectual property, work in progress, documents, electronic databases, custom programs, whether preliminary, final or otherwise, deliverables, development tasks, staging, production, and business processes shall be the sole and exclusive property of the Corporation, for the exclusive use by the Corporation, and shall be delivered to the Corporation on demand, free of any retention rights of the Firm. The Corporation may use any of these materials for its own or any other purpose, without additional compensation to the Firm, free of any copyright claims, trade secrets or other proprietary rights.

## 24 RELEASE BY THE FIRM

The acceptance by the Firm of final payment shall constitute and operate as a release by the Firm in favor of the Corporation for any and all claims against and liability of the Corporation that the Firm, its representatives and assigns might otherwise have or assert for any and all things done, for work, materials or equipment furnished by the Firm and for the Services rendered by the Firm pursuant to or in connection with or in any way arising out of or relating to this agreement.

## 25 CLAIMS OR ACTIONS RELATED TO THIS CONTRACT

The Firm shall give notice to the Corporation within ten business days of the initiation by or receipt of service against the Firm or any subcontractor of any legal action or proceeding relating to this agreement. The Firm shall give the Corporation notice of any potential claim related to this agreement that the Firm is or should be aware of, as soon as practicable. The Firm shall include in any subcontract entered under this agreement, a provision advising the subcontractor of the requirements of this section.

## 26 PUBLICITY

The Firm shall not issue, or permit to be issued, any press release, advertisement or literature, or conduct or permit to be conducted any interview or news conference, referring to the Services, without the Corporation's prior written approval.

## 27 PERFORMANCE OF WORK

The Firm shall assume responsibility for the cost and timely accomplishment of all obligations and duties required by this agreement in a competent and professional manner whether or not such obligations or duties are performed by the Firm or its subcontractor.

The Firm shall accept liability for work not performed in accordance with those standards.

## 28 ACCESS TO MEETINGS

The Firm shall allow employees of the Corporation and the Department of Environmental Conservation: (i) to attend any meeting held in accordance with this agreement and (ii) during normal working hours, to access, review and photocopy the Firm's records related to the performance of this agreement.

## 29 RECORDS, ACCOUNTS, INSPECTION AND AUDIT

29.1 The Firm shall maintain accurate timekeeping and expense records directly related to the Services, consistent with the Firm's normal practice.

29.2 The Firm shall permit the Corporation or any authorized government representative to inspect the Firm's timekeeping and expense records at all reasonable times during the term of this agreement, and for three years from the date of final payment under this agreement. No additional compensation will be paid for the preservation of such documents.

29.3 The Firm shall give the Corporation, at reasonable times, access to the Firm's premises, services performed and materials, correspondence, instructions, working papers, and memoranda related to the Services and the Firm shall provide the Corporation with facilities adequate for examination and audit of same by the Corporation. No additional compensation will be paid to the Firm for audit support. The Firm's memoranda, working papers and specifications, and all other data related to the Services are the Corporation's property and shall be turned over to the Corporation, at the Corporation's request, upon completion of the services of the Firm, or upon termination of this agreement, provided that the Firm may in its discretion retain a copy of same.

## 30 COUNTERPARTS

This agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

Each party is signing this agreement on the date stated in the introductory clause.

FIRM:

CORPORATION

\_\_\_\_\_

NYS Environmental Facilities Corporation

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name: Sabrina M. Ty

\_\_\_\_\_

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

Title: President and CEO

## APPENDIX A

### STANDARD CLAUSES FOR ALL NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC) CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses, which are hereby made a part of the contract (the word "Consultant" herein refers to any party other than the Corporation, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the Corporation shall have no liability under this contract to the Firm or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. Consistent with Section 138 of the State Finance Law, this contract may not be assigned by the Firm nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of the Corporation, and any attempts to assign the contract without the Corporation's written consent are null and void. The Firm may, however, assign its right to receive payment without the Corporation's prior written consent, unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. Pursuant to the Public Authorities Reform Act of 2009 (PARA) as amended, and Title 2 NYCRR Part 206, Comptroller approval may be required for certain contracts entered into by public authorities. Pursuant to Public Authorities Law (PAL) section 2879-a, the Comptroller, at his or her discretion and upon written notification, may elect to review State authority contracts in excess of \$1 million which are a) contracts that are to be paid from monies appropriated by the State or b) awarded to a single source, sole source, or pursuant to any other method of procurement that is not competitive in nature.

4. CANCELLATION. Pursuant to Public Authorities Law Section 2875, upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law,<sup>1</sup> by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation or termination shall be paid.

5. WORKERS' COMPENSATION BENEFITS. Consistent with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Firm shall provide and maintain coverage, during the life of this contract, for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

7. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law, or a building service contract covered by Article 9 thereof, neither Firm's employees nor the employees of its Sub-Consultants 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, the Firm and its Sub-Consultants 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.

8. NON-COLLUSIVE BIDDING REQUIREMENT. Consistent with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Firm warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Firm further warrants that, at the time Firm submitted its bid, an authorized and responsible person executed and delivered to the Corporation a non-collusive bidding certification on Firm's behalf.

9. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Firm agrees, as a material condition of the contract, that neither the Firm nor any substantially owned or affiliated person, Contractor, partnership, or corporation has participated, is participating in, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said

laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States, subsequent to the Firm's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Firm shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2NYCRR 105.4).

10. SET-OFF RIGHTS. The Corporation shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Corporation's option to withhold for the purposes of set-off any moneys due to the Firm under this contract up to any amounts due and owing to the Corporation with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Corporation for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The Corporation shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Corporation, its representatives, or the State Comptroller.

11. RECORDS. The Firm shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Firm within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The Corporation shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (1) the Firm shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (2) said records shall be sufficiently identified; and (3) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Corporation's right to discovery in any pending or future litigation.

12. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices, or the Corporation 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 the Corporation 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 Corporation is mandatory. The principal purpose for which the information

is collected is to enable the Corporation 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 contract 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.

13. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Article 15-A of the Executive Law, if this contract or any subcontract thereto, is: (1) a written agreement or amendment thereto, 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 (including but not limited to legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, to be performed for, rendered, or furnished to the contracting agency; (2) 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 (3) 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 Firm 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, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Firm 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 Firm's obligations herein; and (c) the Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Firm 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 work, goods or services unrelated to this contract or to employment outside New York State. The Corporation shall consider compliance by a Firm or Sub-Consultant 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. The Firm 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.

14. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

15. GOVERNING LAW. This contract shall be governed by the laws of the State of New York, except where the federal supremacy clause requires otherwise.

16. LATE PAYMENT. Timeliness of payment and any interest to be paid to Firm for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

17. NO ARBITRATION. Disputes involving this contract, 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.

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

19. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Firm 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 Section 165 of the State Finance Law (Use of Tropical Hardwoods) which prohibits the 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 Firm to establish, to meet with the approval of the Corporation.

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

20. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Firm hereby stipulates that the Firm either has no business operations in Northern Ireland or 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.

21. IRAN DIVESTMENT ACT of 2012. By entering into this Agreement, the Firm certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-

Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

The Firm further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. The Firm agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. The Firm also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Contract, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Firm in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

22. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State, and the Corporation, 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 contracts.

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
Email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, New York 10017  
Telephone: 212-803-2414  
Email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

(a) The Firm 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 and the Corporation.

(b) The Firm has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

(c) The Firm 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 Firm agrees to document these efforts and to provide said documentation to the State and the Corporation upon request.

(d) The Firm acknowledges notice that the State and the Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State and the Corporation in these efforts.

23. RECIPROCIITY 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 contracts 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 the NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

24. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Firm shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

25. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Firm shall timely, accurately, and properly comply with the requirement to submit an annual employment report for the contract to the Corporation, the Department of Civil Service, and the State Comptroller.

26. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement, the Firm certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be

intentionally false or intentionally incomplete, the Corporation may terminate the agreement by providing written notification to the Firm in accordance with the terms of the agreement.

27. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES, AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Firm fails to make the certification required by Tax Law Section 5-a, or if during the term of the contract, the Department of Taxation and Finance or the covered agency (the Corporation), as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or such false certification shall be a material breach of this contract, and this contract may be terminated by providing written notification to the Firm in accordance with the terms of the agreement, if the Corporation determines that such action is in the best interest of the State.

**APPENDIX B**  
**SCOPE OF SERVICES**

**To be inserted**

**APPENDIX C**  
**BUDGET**

**To be inserted**

## APPENDIX D

### PAYMENT AND REPORTING SCHEDULE (No Advance Payments)

#### I. Payment and Reporting Terms and Conditions

- A. No payment under this Contract will be made by the Corporation to the Firm unless proof of performance of required services or accomplishments is provided and a proper invoice submitted to the Corporation. If the Firm fails to perform the services required under this Contract, the Corporation shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to the Contractor.
- B. Should funds for subsequent Periods not be appropriated by the State or budgeted by the Corporation for the purpose herein specified, the Corporation shall, in accordance with Section 41 of the State Finance Law, have no liability under this Contract to the Contractor, and this Contract shall be considered terminated and canceled.
- C. The Firm will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program scope of services, Appendix B.
- D. All required reports or other work products developed under this Contract must be completed as provided by the agreed-upon work schedule, in a manner satisfactory and acceptable to the Corporation, in order for the Firm to be eligible for payment. If requested by the Corporation, the Firm agrees to provide the Corporation with any reports or work products developed under this Contract, in an electronic format as specified by the Corporation. The Firm will also provide the Corporation with reports or other specific work products pursuant to this Contract as described in Section III, above. In addition, a final report must be submitted by the Firm no later than 30 days after the end date of this Contract.
- E. The Firm shall submit payment claims and reports of expenditures to the Corporation on such forms and in **such detail as the Corporation shall require**. The Firm shall submit invoices to the Corporation's designated payment office located at:

Controller and Director of Corporate Operations  
New York State Environmental Facilities Corporation  
625 Broadway  
Albany, New York 12207

All invoices submitted by the Firm pursuant to this Contract shall be submitted to the Corporation no later than \_\_\_\_\_ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the Firm exceed the budget amount approved by the Corporation and, if actual disbursements to the Firm are less than such sum, the amount payable by the Corporation to the Firm shall not exceed the amount of actual disbursements.

## APPENDIX E

### INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the Firm hereunder, the Firm shall file with the Corporation, Certificates of Insurance evidencing compliance with all requirements contained herein. Such Certificates shall be of form and substance acceptable to the Corporation.

Acceptance and/or approval by the Corporation does not and shall not be construed to relieve Firm of any obligations, responsibilities, or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Corporation; shall be primary and non-contributing to any insurance or self-insurance maintained by the Corporation; and shall be endorsed to provide that written notice be given to the Corporation, prior to the non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to the New York State Environmental Facilities Corporation, 625 Broadway, Albany, NY 12207, and shall name the Corporation as additional insured thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**).

The Firm shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Corporation.

The Firm shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy, with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Firm shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Firm shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

As soon as practicable in connection with the expiration date or renewal date, the Firm shall supply the Corporation updated replacement Certificates of Insurance and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain, in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a. Commercial General Liability Insurance with a limit of not less than \$2,000,000 per occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a

substitute form providing equivalent coverages, and shall cover liability arising from premises operations, independent consultants, products, completed operations, broad-form property damage, personal & advertising injury, cross-liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per-job, per-location basis.

- b. Workers' Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near, or over navigable waters, US Longshore and Harbor Workers' Compensation Act endorsement must be included.
- c. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of any automobile, including owned, leased, hired, and non-owned.
- d. Commercial Property Insurance covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased, or rented capital equipment, tools (including tools of their agents and employees), staging towers and forms, and property of the Corporation held in their care, custody and/or control.
- e. Waiver of Subrogation. The Firm shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty, a waiver of the insurer's right of subrogation against the Corporation or, if such waiver is unobtainable, an express agreement that such policy shall not be invalidated if the Firm waives, or waived before the casualty, the right of recovery against Landlord, or any other form of permission for the release of the Corporation.
- f. If providing professional services, the Firm shall maintain, or if subcontracting professional services shall certify, that Sub-consultant maintains errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
  - 1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury or property damage.
  - 2. If coverage is written on a claims-made policy, the Firm warrants that any applicable retroactive date precedes the effective date of this Contract and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) years from the time work under this Contract is completed.

Please direct questions to:     Brian McGuire  
  Manager of Contracts and Budget  
  New York State Environmental Facilities Corporation  
  625 Broadway  
  Albany, NY 12207  
  Phone: (518) 486-9267  
  Fax: (518) 486-9323

## Appendix F

### QUARTERLY M/WBE COMPLIANCE REPORT

Is this a final report? Check one  
 Yes  No

Contract No. \_\_\_\_\_

The following information indicates the payment amounts made to the Firm by the \_\_\_\_\_ and payments made to the NYS certified M/WBE's from the Firm on this project. The payments as shown are in compliance with contract documents for the above referenced project:

Start Date \_\_\_\_\_

Completion Date \_\_\_\_\_

Contractor \_\_\_\_\_

Contract Description \_\_\_\_\_  1<sup>st</sup> Quarter (Oct.1-Dec.31)

Contract Amount \$ \_\_\_\_\_

Paid To Firm **This Quarter** \$ \_\_\_\_\_  2<sup>nd</sup> Quarter (Jan.1-Mar.31)

Total Paid To Firm **To Date** \$ \_\_\_\_\_  3<sup>rd</sup> Quarter (Apr. 1-Jun 30)

MBE Goal/Amount \_\_\_\_\_ % = \$ \_\_\_\_\_ WBE Goal/Amount \_\_\_\_\_ % = \$ \_\_\_\_\_  4<sup>th</sup> Quarter (July 1-Sept.30)

M/WBE Subcontractor	Work Status This Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payments Made to Date	
		MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name:	<input type="checkbox"/> Active								
Fed. ID :	<input type="checkbox"/> Inactive								
	<input type="checkbox"/> Complete								
Name:	<input type="checkbox"/> Active								
Fed. ID :	<input type="checkbox"/> Inactive								
	<input type="checkbox"/> Complete								
Name:	<input type="checkbox"/> Active								
Fed. ID :	<input type="checkbox"/> Inactive								
	<input type="checkbox"/> Complete								
<b>TOTAL</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Is documentation of previous months payments to M/WBE subs attached?  Yes  No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Appendix G

### QUARTERLY WORKFORCE UTILIZATION REPORT

**Reporting Entity**

Contractor       Subcontractor

Contractor Name: \_\_\_\_\_

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

Contract Number: \_\_\_\_\_

**Reporting Period - Select One**

<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30	
<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31	
<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March
<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June
<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September
<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December

**Workforce Identified in Report**

Workforce Utilized in Performance of Contract

Contractor/Subcontractor's Total Workforce

EEO 1 Job Categories	SOC Job Title	SOC Job Code	Hours worked by Race/Ethnic Identification During Reporting Period										
			White		Black/African American		Hispanic/Latino		Asian/Native Hawaiian or Other Pacific Islander		Native American/Alaskan Native		
			Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
	Other -												
<b>TOTAL HOURS WORKED</b>													

EEO 1 Job Categories	SOC Job Title	SOC Job Code	Number of Employees by Race/Ethnic Identification During Reporting Period										
			White		Black/African American		Hispanic/Latino		Asian/Native Hawaiian or Other Pacific Islander		Native American/Alaskan Native		
			Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
<b>TOTAL EMPLOYEES</b>													

Preparer's Name: \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

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

By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

**ATTACHMENT B: COST PROPOSAL FORM**

**Table 1**

Provide a breakdown (separate sheet) for each Municipality listed in Appendix A in the format provided below. For each Task listed in the Scope of Services, a Firm must list the fee associated with each Task. Tasks 1 and 18 may include one or more Municipalities and will be accounted for separate from the Table 1 total. Municipalities with more than one Facility should list one total fee for each Task.

Facility \_\_\_\_\_

Task 2: Inventory of Critical Assets	Fee:	Total Hours:
Task 3: Condition Scores for Critical Assets	Fee:	Total Hours:
Task 4: Remaining Useful Life Data	Fee:	Total Hours:
Task 5: Present Worth	Fee:	Total Hours:
Task 6: Levels of Service	Fee:	Total Hours:
Task 7: Consequence of Failure Scores	Fee:	Total Hours:
Task 8: Likelihood of Failure Scores	Fee:	Total Hours:
Task 9: Risk Scores	Fee:	Total Hours:
Task 10: Operations and Maintenance Expenditure Program	Fee:	Total Hours:
Task 11: Five Year Capital Improvement Plan	Fee:	Total Hours:
Task 12: Sewer Rate, Fee and Bill Impact Review	Fee:	Total Hours:
Task 13: Long Range Funding Strategy	Fee:	Total Hours:
Task 14: Develop Asset Management Plan	Fee:	Total Hours:
Task 15: Project Management	Fee:	Total Hours:
Task 16: Implementation of Asset Management Plan	Fee:	Total Hours:
Task 17: Outreach, Education and Training	Fee:	Total Hours:
Task 18: Final Asset Management Plan Templates	Fee:	Total Hours:
Total Not-to-Exceed Fee	\$	

Task 1: Kickoff Meeting Fee: Total Hours:

Task 19: Blended hourly rate for other services as requested by EFC \$\_\_\_\_\_ /hr

**ATTACHMENT B: COST PROPOSAL FORM**

**Table 2**

The Total Not-to-Exceed Fee for each Municipality (Tasks 2-18) should be carried over to Table 2.

<b>Municipality</b>	<b>Total Not-to-Exceed Fee</b>
A	\$
B	\$
C	\$
D	\$
E	\$
F	\$
G	\$
H	\$
I	\$
J	\$
K	\$
L	\$
M	\$
N	\$
O	\$
P	\$
Q	\$
R	\$
S	\$
T	\$
<b>TOTAL</b>	<b>\$</b>

\_\_\_\_\_  
Authorized Signatory for the Firm

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## PROPOSAL CHECKLIST

### Technical Proposal

1. Does the proposal contain 2 originals and 1 CD of the Technical Proposal? Yes\_\_ No\_\_
2. Does the proposal contain all components of the Technical Proposal, as stated below?
  - A. Cover Page Yes\_\_ No\_\_
  - B. General Qualifications Yes\_\_ No\_\_
    - Firm's Qualifications Yes\_\_ No\_\_
    - Project Manager Yes\_\_ No\_\_
    - Project Staff Yes\_\_ No\_\_
    - Proposed Work Plan Yes\_\_ No\_\_
  - C. Diversity Practices Questionnaire Yes\_\_ No\_\_

### Cost Proposal

1. Does the proposal contain 2 originals and 1 CD of the Cost Proposal? Yes\_\_ No\_\_
2. Did the Firm complete and sign Attachment B – Cost Proposal Form? Yes\_\_ No\_\_

### Administrative Proposal

1. Does the proposal contain 2 originals and 1 CD of the Administrative Proposal? Yes\_\_ No\_\_
2. Did the Firm submit executed copies of:
  - Non-Collusive Bidding Certification Yes\_\_ No\_\_
  - Vendor Responsibility Questionnaire (hardcopy or submitted electronically in the State's VendRep system) Yes\_\_ No\_\_
  - Certification Pursuant to State Finance Law § 139 Yes\_\_ No\_\_
  - MWBE Utilization Plan Yes\_\_ No\_\_
  - Waiver Form (if applicable) Yes\_\_ No\_\_
  - MWBE & EEO Policy Statement Yes\_\_ No\_\_
  - EEO Staffing Plan Yes\_\_ No\_\_
  - SDVOB Utilization Plan Yes\_\_ No\_\_
  - SDVOB Waiver Form (if applicable) Yes\_\_ No\_\_
  - Encouraging Use of New York State Businesses in Contract Performance Yes\_\_ No\_\_