REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES TO THE MUNICIPAL SEWAGE SYSTEM
PUBLICLY OWNED TREATMENT WORKS (POTW) ASSET MANAGEMENT PROGRAM

Designated Contacts for this Procurement:

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Key Events and Dates:

Issuance of RFQ: May 24, 2022
Deadline for RFQ Questions: June 1, 2022
Responses to Questions (tentative): June 6, 2022
RFQ Due Date: June 28, 2022 2:00 PM EST
Anticipated Contract Start Date: September 2022
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Section 1. Introduction

A. Request for Qualifications (RFQ)

The New York State Environmental Facilities Corporation (EFC) requires professional engineering services to develop asset management programs (individually, an AMP, and collectively AMPs) for municipalities throughout New York State for wastewater infrastructure.

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

Each Firm will enter into a contract with EFC to provide the Services for the Program (the “Contract”).

The Contract 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(N) and (P) for additional information.

B. Overview of EFC and DEC

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 helps local governments and eligible organizations undertake their water infrastructure projects. EFC provides grants and financing to help ensure projects are affordable while safeguarding essential water resources. EFC administers state and federal grants as well as interest-free and low-cost financing to help minimize the tax burden for communities across New York State.

EFC, with its partner, DEC, is responsible for the operation and administration of the State’s Clean Water State Revolving Fund (CWSRF). The CWSRF allows EFC to provide interest-free or low-interest rate financing and grants to support a variety of eligible water quality improvement projects, including point source projects, nonpoint source projects and national estuary projects.

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.

In this RFQ, EFC and DEC are collectively referred to as “the State.”
C. Background

The NYS2100 Commission was formed in 2012 following 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 and recommended actions to improve the strength and resilience of those systems.

The Commission’s report found vulnerabilities in New York State’s wastewater infrastructure that are worsened by extreme weather events. The Commission recommended strengthening that infrastructure, to address the vulnerabilities. With respect to wastewater infrastructure, municipalities must improve long-term maintenance and planning. The Commission’s report suggested that New York State should assist municipalities with the development of facility asset management programs. Implementing AMPs for publicly-owned treatment works (POTWs) will increase compliance with the Federal Water Pollution Control Act and the New York State Environmental Conservation Law, protect state and municipally owned investments, and improve the long-term integrity and reliability of treatment systems. An AMP constitutes an environmentally innovative activity that promotes resiliency and sustainability.

The Program builds upon the successful $3 million pilot administered by DEC and EFC and completed in 2021 that helped 10 local governments throughout the State inventory their wastewater assets, identify risks to their wastewater infrastructure and determine cost-effective, tangible solutions, and prioritize infrastructure investment and fiscal planning to sustain valuable wastewater infrastructure.

A single engineering advisor worked with 10 municipalities of various sizes across the state to develop AMPs and recommend improvements to DEC’s Municipal Sewage System Asset Management Guide, now referred to as the Asset Management Guide for Publicly Owned Treatment Works (the “Guide”). It is available on DEC’s Asset Management website.

D. Project Description

The State is now advancing the Program to provide the necessary resources to enable municipalities to evaluate the resiliency of their wastewater assets and develop a plan to protect these critical assets. As defined in the Guide, an AMP includes the following components:

- Asset inventory;
- Condition assessment;
• Level of service profile;
• Likelihood of failure, consequence of failure, and risk assessment;
• Capital improvement plans; sustainable ownership assessment; and
• Maintenance planning.

Through this RFQ, EFC may hire up to 10 Firms to develop and implement AMPs for up to 50 volunteer municipalities (individually, a “Municipality”, and collectively, the “Municipalities”). The State previously issued a Request for Qualifications for an engineering advisor (Advisor) to act as a liaison and program manager for the State.

The Advisor will be required to conduct activities on behalf of the State including, but not limited to:

1. Provide consulting and technical support directly to the Firms.
2. Monitor progress, schedule, and budget of the Firms.
3. Compile AMP metrics for the State.
4. Ensure the Firms possess the knowledge and skills necessary to independently develop an AMP in accordance with the Guide by the end of the contract period through training, technical assistance, and clarification on portions of the Guide that may not be clear.
5. Ensure the Firms provide each municipality with the tools necessary to effectively implement their own AMP.
6. Provide software support for IBM Maximo.
7. Provide the State with a running list of questions and proposed revisions to the Guide and coordinate with the State for approval of any additions and/or revisions.

The Firms will be required to conduct activities on behalf of the State including, but not limited to:

1. Participate in all required trainings.
2. Provide consulting and project management services directly to assigned Municipalities.
3. Follow management and reporting procedures that are established by the Advisor.

EFC will provide access and licenses for a cloud-based asset management software system, IBM Maximo. The State will attempt to match the Firms with Municipalities in their preferred DEC Regions to minimize travel costs. EFC will contract with each Firm individually.
E. Participating Municipalities

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 understand that the State may not finalize the roster of Municipalities until just prior to the selection of a Firm(s) from this RFQ.

For more details about what is expected of participating Municipalities and anticipated Program activities, view the Call for Communities Guidelines for Participating Communities.

F. Key Events and Dates

- Issuance of RFQ: May 24, 2022
- Deadline for RFQ Questions: June 1, 2022
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G. Inquiries

Questions about this RFQ or other aspects of this procurement must be submitted in writing to EFC’s Designated Contacts, as identified on the cover page of this RFQ.

Firms must submit any questions by the Deadline for RFQ Questions indicated in Section 1.F, Key Events and Dates. EFC will post all substantive questions and the responses on EFC’s website.

During the RFQ process (from the earliest posting of this RFQ on EFC’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter, through final award and approval of the resultant contract by EFC), an applicant or anyone considering submitting a response to this RFQ may contact only EFC’s Designated Contacts about any matters related to or any responses submitted in response to this RFQ.

A copy of this RFQ is available on EFC’s website. The posted RFQ will be updated to reflect any modifications made to the RFQ prior to the Qualifications Due Date.
Section 2. Scope of Services

Assignments are intended to be distributed to Firms relatively evenly over the term of the engagement, but all parties shall agree by participating in this solicitation that practical realities may conspire against such an "equitable" distribution. EFC reserves the right to make assignment decisions at its own discretion considering factors such as geography, prior performance, and resource and funding availability.

A. Program Goals

The goals of this Program are to:

- Further improve the Guide to identify minimum and consistent standards for AMPs for all POTWs.
- Train and build capacity among the engineering community to ensure consistency in developing AMPs.
- Provide municipalities with tools to develop a comprehensive capital improvement plan to allow for proactive, cost-effective management of wastewater infrastructure.
- Support municipal decision making through a clear and reproducible AMP.
- Improve resiliency of wastewater infrastructure assets to storm events.
- Assist the wastewater treatment plant operators’ ability to more effectively operate their systems and transfer knowledge within their staff.

The Program consists of the following participants: EFC, DEC, Advisor, Firms, and Municipalities.

- **EFC:** EFC will oversee the fiscal administration of this program and assist DEC with technical insight and expertise.

- **DEC:** DEC will be providing technical insight and expertise and will be the technical lead on this project.

- **Advisor:** The Advisor will act as a liaison and program manager for the State. The Advisor’s Project Manager and supporting staff will be responsible for training and assisting the Firms in the development and implementation of the AMPs to ensure consistency with the Guide, as well as meet the State’s objectives and expectations. The Advisor cannot also be a Firm.

- **Firms:** The Firms will be responsible for the development of the AMPs. The Firms will assist Municipalities in the initial implementation of the AMPs in accordance with the Advisor’s direction. The Firms will submit final materials to the Advisor for review and coordinated approval by the State. The Firms may be tasked with the development of multiple AMPs, under the supervision of the
Advisor and in accordance with the Guide. In creating the AMPS, the Firms will work with multiple identified municipalities. The Firms will work closely with their assigned Municipalities, seeking guidance and feedback from the Advisor.

- **Municipalities:** The Municipalities will coordinate with the Firms, providing in-kind services for project oversight. The Municipalities will have a diverse and committed team to assist with the development and implementation of the AMPS.

To accomplish the goals of the Program, the State, the Advisor, and the Firms will transition from a hands-on to hands-off approach as the program advances. As Firms and Municipalities become proficient with asset management, the need for guidance from the State and the Advisor will decrease and the entities will become self-sufficient in the development and implementation of consistent and effective AMPS. Development of all AMPS is expected to be completed within four years of an executed contract with the Firm. The Advisor will assist the State and Firms by creating standardized and consistent materials, training and guidance provided in a manner that allows for this transition.

### B. Tasks

As part of the AMP development process, the State proposes the following tasks be performed by the Firm:

1. Participate in meetings with Municipalities and Advisor.
2. Engage in training sessions with the Advisor.
3. Use Maximo and other required software and tools to support development and implementation of the AMPS.
4. Develop AMPS with the assigned Municipalities in accordance with DEC’s Asset Management Guidance for Publicly Owned Treatment Works. This includes the following tasks:
   a. Develop a current inventory of vertical and horizontal assets.
   b. Develop a condition score for each asset.
   c. Develop remaining useful life data for assets.
   d. Determine present worth replacement cost of assets for the current Fiscal Year (e.g., FY2022).
   e. Develop Level of Service Profile.
   f. Calculate and assign consequence of failure (COF) scores to assets.
   g. Calculate and assign likelihood of failure (LOF) scores to assets.
   h. Calculate risk scores for assets.
   i. Configure operation and maintenance (O&M) procedures in Maximo that reflect Municipalities’ current O&M strategies and ideal Preventive Maintenance (PM) strategies.
   j. Perform a sewer rate study for the Municipality’s wastewater system.
k. Develop 5-year and 25-year Capital Improvement Plans (CIP) that incorporate existing projects and planned projects.
l. Assess gaps in income and expenditures and provide recommendations for possible funding opportunities and path towards long-term Sustainable Ownership.

5. Document the development of the AMP in a written asset management plan.
6. Provide 1-year of AMP implementation support for each assigned Municipality.
7. Perform project management tasks including monthly project status calls with the Advisor, status reports, task coordination, and personnel resourcing.
8. Other technical or administrative services related to the Program as requested by the State.

C. Program Budget

The budgetary cost estimate for the entire Program is approximately $10,000,000. This includes all contracts with the Advisor and the selected Firms.

D. Subconsultant Staffing

The Firm shall provide a subconsultant list for the project using the MWBE Utilization Plan, Attachment A-4.1 and the SDVOB Utilization Plan, Attachment A-6.1. The MWBE and SDVOB Utilization Plans must include the percent of work to be completed by each subconsultant and indicate whether each subconsultant is a Minority or Women Owned Business.

Section 3. Minimum Qualifications

The following are the minimum qualification requirements for this RFQ. Firms that fail to meet the minimum qualification requirements will be rejected.

1. Firm
   - Proficiency with Geographic Information Systems (GIS), Enterprise Asset Management (EAM), or Computerized Maintenance Management System (CMMS) software.
   - Experience working with municipalities.
   - Experience in the engineering, design and/or construction of municipal wastewater infrastructure.

2. Project Manager
   - Current registration as a professional engineer licensed in the State of New York. Licensure does not need to be obtained prior to the award. It must be obtained prior to project start.
• At least five (5) years of experience on projects involving wastewater infrastructure design and construction with at least two (2) years in a position with broad management responsibilities such as project manager, resident engineer, senior design engineer, or similar titles.
• At least five (5) years of experience working with (GIS) software.

3. Project Staff
• At least one (1) year of experience in the engineering, design and/or construction of water and wastewater infrastructure.

Section 4. Statement of Qualifications

EFC will be accepting electronic Statements of Qualifications (SOQs) only. A Firm must submit its response in the following two parts, each of which must be signed and saved as separate PDF documents but can be submitted together: Part I (Qualifications) will consist of responses to technical items; Part II (Administrative Response) will consist of administrative information.

The documents must be signed and saved in PDF format and uploaded by the Request for Qualifications Due Date indicated in Section 1.F, Key Events and Dates to:

https://secure.jotform.us/form/41354310903141
Recipient E-mail: RFPinfo@efc.ny.gov

EFC may disqualify a response that is not submitted in this manner and form. This RFQ and the successful submission will become part of the final contract between EFC and the selected Firm. EFC will not consider unsigned quotes, or responses submitted by mail or fax.

All SOQs and accompanying documentation will become the property of EFC and will not be returned to Firms. EFC will not disclose the content of any response during the RFQ process.

The two parts of the SOQ must contain the following components and should be labeled/tabbed as indicated herein.

A. Part I – Qualifications

EFC may reject a response that does not provide all the information requested below or does not identify the information in the same order it is presented in this RFQ.
1. Vision/Understanding (Limit to 3 pages). Provide a brief description of your understanding of the State’s needs and your approach to working with State/Advisor/Assigned Municipalities.

2. Experience. Describe your firm’s experience providing similar services as required by this RFQ. Information should include:
   - Brief history and description of the Firm.
   - At least five (5) relevant projects with descriptions and reference information.
   - Proficiency with GIS, EAM, or CMMS software.
   - Describe your Firm’s geographic coverage and preferred geographic coverage, if different. Explain how resources will be made available for the duration of the project.
   - Any additional information which would serve to distinguish the project team from other firms submitting responses such as any special expertise or experience of the firm, etc.

3. Organization Chart. Provide an organization chart showing the Firm/team, including subconsultants that may compose a team for this project. This chart shall provide the Firm/subconsultant name and role, as well as the title and function of the Project Manager and key personnel.

4. Project Staffing. Resumes, limited to one (1) page per person, shall be provided for all key personnel planned for this project. Resumes shall include name, firm, title, licenses, affiliations, education, and relevant project experience.

5. Provide a fee schedule of hourly rates for all personnel identified as part of the project team. Also provide an expected distribution of time (by percentage) that each personnel class will contribute to the work.

B. Part II - Administrative Forms

1. (Tab 1) Required Forms. Each response must include a completed copy of the following documents:
   a. Cover Page (Attachment A-1)
   b. Non-Collusive Bidding Certification (Attachment A-2)
   c. Certification Pursuant to State Finance Law §§ 139-j and 139-k (Attachment A-3)
   d. Form ST-220-CA demonstrating compliance with State Tax Law § 5-a (see Section 7(E))
   e. MWBE Utilization Plan (Attachment A-4.1)
   f. MWBE Request for Waiver (Attachment A-4.2) (if applicable, see Section 7(N))
g. MWBE & EEO Policy Statement (Attachment A-4.3)

h. EEO Staffing Plan (Attachment A-4.4)

i. Diversity Practices Questionnaire (Attachment A-5)

j. SDVOB Utilization Plan (Attachment A-6.1)

k. SDVOB Request for Waiver (Attachment A-6.2) (if applicable, see Section 7(P))

l. Encouraging Use of New York State Businesses in Contract Performance (Attachment A-7)

m. Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment A-8)

n. Executive Order No. 177 Certification (Attachment A-9)

For additional information regarding MWBE and EEO requirements, see Section 7(N).

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

a. The applicant must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the applicant or former officers and employees of EFC, in connection with your rendering Services enumerated in this RFQ. If a conflict does or might exist, please describe how your firm will eliminate or prevent it. Indicate what procedures will be followed to detect, notify EFC of, and resolve any such conflicts.

b. The applicant must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the State Joint Commission on Public Ethics or its predecessor State entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

c. The SOQ must contain full disclosure to EFC of any instance in which the applicant 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. An applicant must describe in detail the nature and circumstances of each such indictment or conviction. With respect to an applicant 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. The SOQ must include a statement indicating whether the applicant, or any of the personnel referenced in the response to this RFQ 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 applicant would be expected to perform for EFC hereunder.

e. The SOQ must identify any litigation or administrative proceedings to which the applicant 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 applicant's financial condition.

f. The SOQ must include a representation that the applicant is willing and ready to provide the Services hereunder.

g. The SOQ must provide the types and amounts of insurance carried by the applicant. All insurance must be sufficient to protect the applicant from any liability arising out of the obligations performed pursuant to any such contract and must meet the requirements set forth in Appendix E (Insurance) of EFC’s Standard Contract (see Attachment B).

h. The SOQ must confirm that the applicant and all its personnel are covered by malpractice insurance insuring against the professional liability risks associated with Services to be rendered hereunder.

Section 5. Evaluation of Statement of Qualifications

A. Preliminary Review

EFC may reject an SOQ received after the SOQ Due Date. EFC will first review each SOQ to see that it includes all the components and requirements specified in this RFQ and will evaluate only those SOQ’s that are judged to be responsive. EFC may reject any SOQ determined to be non-responsive or incomplete.
B. Evaluation and Criteria for Selection

The State will comprehensively and impartially review each SOQ received and will select the responsible Firm(s) that has met the requirements of the RFQ, and that has the highest probability of satisfactorily performing the Services.

SOQ’s will be evaluated based upon the following criteria:

1. The information submitted in response to this RFQ, including:
   a. Proposed vision/understanding;
   b. Firm’s qualifications and experience;
   c. Qualifications of proposed key personnel;
   d. Geography;
   e. The diversity practices of the applicant, as identified more fully below in subsection C.

2. Interviews, if any, to clarify or expand on the SOQ.

EFC may review and check an applicant’s references and may re-evaluate any SOQ 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 RFQ. Accordingly, each Firm must submit the Diversity Practices Questionnaire (Attachment A-5) 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-5.1). The points received for each response will be added to achieve a Total Diversity Score of up to 100 points. If more than one Firm, such as a joint venture or teaming arrangement, submits a proposal, the Diversity Practices Questionnaire of each Firm will be scored, and the scores averaged to achieve the Total Diversity Score for the joint venture or teaming arrangement. The Total Diversity Score will then be weighted, to achieve a Weighted Score of up to 8% of the total technical score.

D. Interviews

The State may conduct interviews with some or all of the applicants. If an interview is required, the applicant’s Project Manager, as well as other key personnel who will provide the Services, must attend and participate. The State will evaluate the interview based on whether it substantiates the applicant’s written response to this RFQ and any other information requested
before the interview. Technical scores will be subject to change based on the results of an interview.

**Section 6. Terms and Conditions**

**A. Standard Contract**

This RFQ includes a copy of EFC’s Standard Contract (Attachment B). Applicants should read the Standard Contract carefully as it will be used for this procurement, with modifications to reflect the specifics of this procurement.

Each applicant’s SOQ must specifically state the applicant’s acceptance of substantially all terms and conditions contained in EFC’s Standard Contract. If an applicant is unable or unwilling to indicate its acceptance, the applicant must identify and explain each proposed exception or deviation from EFC’s Standard Contract. The applicant must explain a proposed exception or deviation sufficiently to permit evaluation by EFC without further discussion during EFC’s evaluation of SOQ’s. The justification must explain the benefits to EFC resulting from each proposed exception. Proposed exception(s) will not automatically cause a response 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 SOQ as unacceptable. Failure to identify and/or explain any such exception or deviation will result in the applicant’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 non-responsive 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 RFQ will result in a four (4) year contract, with an option to extend for one additional one year term. EFC is in no way obligated to enter into any contract for any period of time.

**C. Applicant’s Assurances**

By submitting a response to this RFQ, each applicant represents:
1. that it has carefully reviewed the needs of the State for all Services as described in this
   RFQ and its attachments and as otherwise communicated in writing by EFC to the
   applicant;
2. that it has familiarized itself with all required specifications, and that it can provide the
   Services identified in this RFQ and its SOQ;
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 RFQ, and any resultant contract, 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.

D. Summary of Policy and Procedures on Procurement Lobbying

State Finance Law §§ 139-j and 139-k restrict communications between EFC and
applicants during the procurement process, from the earliest posting of this RFQ 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 to other than
the designated contacts identified in this RFQ unless it is a contact that is included among certain
statutory exceptions set forth in State Finance Law §139-j(3)(a).

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:

EFC’s full Policy and Procedures on Procurement Lobbying can be found on EFC’s
https://efc.ny.gov/rfp.

E. Compliance with New York State Tax Law Section 5-a

Tax Law § 5-a requires contractors holding contracts with covered agencies, including
State agencies, public authorities, and public benefit corporations, 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 § 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.

Form ST-220-TD must be filed with and returned directly to DTF. This form only needs to
be filed once with DTF unless the information changes for the contractor, its affiliate(s), or its
subcontractor(s), then a new Form ST-220-TD must be filed.
Form ST-220-CA should be filed with the response and submitted to EFC certifying that the applicant filed the ST-220-TD with DTF. If not filed with the response, the form must be filed with EFC within two business days of request.

Contractor certification forms and instructions for completing the forms are available at:

Applicants shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, responsiveness to the RFQ, and vendor responsibility.

Applicants may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a or their registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: http://www.tax.ny.gov/.

**F. Reciprocity and Sanctions Provision**

State Finance Law § 165(6)(d) prohibits State agencies from contracting with an applicant 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, State businesses. The State Commissioner of Economic Development’s list of discriminatory jurisdictions includes South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii.

**G. Information in Responses is Considered Public Information**

All documents submitted by an applicant in response to this RFQ are subject to public disclosure by EFC under the State Freedom of Information Law.

**H. Limitations**

This RFQ does not commit EFC to award a contract, pay any costs incurred in response to this RFQ, or procure or contract for any services. A response submitted in response to this RFQ is made at the sole cost of the submitting applicant. EFC may cancel this RFQ in whole or in part if EFC determines that to be in its best interest. During the evaluation process, EFC may request additional information or clarification from any applicant or allow corrections of errors or omissions. All material submitted in response to this RFQ, 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.
I. Confidentiality

By submitting a response to this RFQ, an applicant agrees not to discuss or permit the disclosure of any information concerning EFC’s business to any person other than EFC, EFC’s attorneys and employees, or any person designated by EFC in writing.

Each applicant 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. The applicant may not use such information for its own gain without EFC’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, an applicant during the RFQ process.

J. 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 RFQ.

K. EFC’s Rights to Statements of Qualifications

By submitting an SOQ, an applicant 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 RFQ, or cancellation of the RFQ. EFC reserves the following rights with regard to SOQ’s submitted:

1. To accept or reject any or all responses, in whole or in part.
2. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience.
3. To correct any arithmetic errors in any or all responses.
4. To change the SOQ Due Date upon appropriate notification to all prospective applicants.
5. To adopt any or all of the selected Firm’s SOQ.
6. To accept or reject any of the staff assigned to an engagement and to require their replacement at any time.
7. To consider modifications to responses at any time before the contract award is made, if such action is in the best interest of EFC.
8. To interview any, some, or none of the applicants prior to contract award.
9. To award contracts to more than one applicant.
10. To negotiate with the selected Firm(s) prior to final contract execution.
11. To begin contract negotiations with another applicant, should EFC be unsuccessful in negotiating a contract with the selected Firm after contract award.
12. To request clarification and/or the submission of additional information from an applicant regarding its SOQ.
13. To provide such clarifications to the RFQ as are deemed necessary by EFC, and to make such clarifications to the RFQ posted on EFC's website.

L. Debriefings

Applicants will be accorded fair and equal treatment with respect to their opportunity for debriefing. A request for debriefing may be submitted in writing to EFC's Designated Contacts by any applicant who submitted an unsuccessful response, within ten (10) business days after the date the applicant was notified by EFC it did not receive a contract award. The debriefing will be limited to the reasons the applicant receiving the debriefing was not selected for award.

M. New York State Vendor Responsibility

EFC conducts a review of prospective applicants to provide reasonable assurances that the applicant is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess an applicant’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a response, each applicant agrees to fully and accurately complete the Questionnaire. The selected Firm acknowledges that EFC’s execution of the contract will be contingent upon EFC’s determination that the Firm is responsible, and that EFC will be relying upon the Firm’s responses to the Questionnaire, in addition to all other information EFC may obtain from other sources, when making its responsibility determination.

EFC recommends each applicant file the required Questionnaire online via the State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at https://www.osc.state.ny.us/vendrep/index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.
Applicants must provide their State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the NYS Vendor File Registration section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Applicants opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist EFC in determining the responsibility of the applicant prior to contract award, the applicant must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. An applicant’s Questionnaire cannot be viewed by EFC until the applicant has certified the Questionnaire. It is recommended that all applicants become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

If awarded a contract, the selected Firm agrees that the following shall apply:

The Firm shall at all times during the contract term remain responsible. The Firm agrees, if requested by EFC, to present evidence of its continuing legal authority to do business in the State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The President and CEO of EFC, in their sole discretion, reserves the right to suspend any or all activities under the contract, at any time, when information is discovered that calls into question the responsibility of the Firm. In the event of such suspension, the Firm will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Firm must comply with the terms of the suspension order. Contract activity may resume at such time as the President and CEO of EFC issues a written notice authorizing a resumption of performance under the contract.

The Firm agrees that if it is found by EFC that the Firm’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, EFC may terminate the contract.

Upon written notice to the Firm, and a reasonable opportunity to be heard with appropriate EFC officials or staff, the contract may be terminated by the EFC at the Firm’s expense where the Firm is determined by EFC to be non-responsible. In such event, the President and CEO of EFC may complete the contractual requirements in any manner the President and CEO may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the contract by EFC be deemed a breach thereof, nor shall EFC be liable for any damages for lost profits or otherwise, which may be sustained by the Firm as a result of such termination.
N. 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 State Executive Law Article 15-A and 5 NYCRR Parts 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.

Failure to comply with the following 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.

2. Business Participation Opportunities for MWBEs

For purposes of this solicitation, EFC hereby establishes a 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). An 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 Section 316-a of Article 15-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 the contract, the Firm shall be obligated to pay to EFC liquidated damages or other appropriate damages, as specified herein and as determined by EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

- all sums identified for payment to MWBEs had the Firm achieved the approved MWBE participation goals; and,
- all sums actually paid to MWBEs for work performed or materials supplied under the contract.

EFC reserves the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Firm's non-compliance.
By submitting a response, an applicant 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-4.1) with its response. 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 Firm of EFC’s acceptance or issue a notice of deficiency within 20 days of receipt.

b. If a notice of deficiency is issued, the Firm 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 Firm and direct the Firm 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 response. The form for waiver requests may be found as Attachment A-4.2.

EFC may disqualify an applicant as being non-responsive under the following circumstances:

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

The selected 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 Quarterly MWBE Contractor Compliance & Payment Report to EFC, by the 10th 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
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 the State.

Each applicant will be required to submit a Minority- and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Attachment A-4.3, to EFC with their response.

To ensure compliance with this Section, each applicant will be required to submit with the response an Equal Employment Opportunity Staffing Plan (Attachment A-4.4) identifying the anticipated work force to be utilized on the contract. If awarded a contract, Firm 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.

O. 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 professional community. An MWBE requesting inclusion on this list should send contact information to RFPinfo@efc.ny.gov.
P. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into the State’s economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in the State, Firms are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

1. Contract Goals

   a. EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the applicant should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to EFC’s Designated Contacts. Additionally, following Contract execution, Firm is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

   b. Firm must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause 4 below).

2. SDVOB Utilization Plan

   a. In accordance with 9 NYCRR § 252.2(i), applicants are required to submit a completed SDVOB Utilization Plan (Attachment A-6.1) with their response.

   b. The Utilization Plan shall list the SDVOBs that the applicant intends to use to perform the Contract, a description of the work that the applicant intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the applicant
acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to EFC.

c. EFC will review the submitted SDVOB Utilization Plan and advise the applicant of EFC acceptance or issue a notice of deficiency within 20 days of receipt.

d. If a notice of deficiency is issued, the applicant agrees that it shall respond to the notice of deficiency, within seven 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 applicant and direct the Firm to submit, within five business days of notification by EFC, a request for a partial or total waiver of SDVOB participation goals (Attachment A-6.2). Failure to file the waiver form in a timely manner may be grounds for disqualification of the response.

e. EFC may disqualify an applicant’s response as being non-responsive under the following circumstances:
   i. If an applicant fails to submit an SDVOB Utilization Plan;
   ii. If an applicant fails to submit a written remedy to a notice of deficiency;
   iii. If an applicant fails to submit a request for waiver; or
   iv. If EFC determines that the applicant has failed to document good faith efforts.

f. If awarded a Contract, Firm certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

g. Firm further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, EFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Firm non-responsibility.

3. Request for Waiver

   a. Prior to submission of a request for a partial or total waiver, the applicant shall speak to the Designated Contacts at EFC for guidance.
b. In accordance with 9 NYCRR § 252.2(m), an Firm that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver (Attachment A-6.2), accompanied by supporting documentation. An applicant may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by EFC at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the applicant’s waiver request is complete, EFC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

c. shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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.

d. If EFC, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report, determines that Firm is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, EFC 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 SDVOB contract goals.

4. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Firms must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

a. Copies of solicitations to SDVOBs and any responses thereto.

b. Explanation of the specific reasons each SDVOB that responded to the Firm’s solicitation was not selected.

c. Dates of any pre-bid, pre-award or other meetings attended by the Firm, if any, scheduled by EFC with certified SDVOBs whom EFC determined were capable of fulfilling the SDVOB goals set in the Contract.

d. 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.
e. Other information deemed relevant to the waiver request.

5. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), the Firm will be required to report Monthly SDVOB Contractor Compliance to EFC during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted to EFC, by the 10th day of each month during the term of the Contract, for the preceding month’s activity.

6. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Firm found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Firm shall pay damages as set forth therein.

Q. SDVOB Subcontractor Interest

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.

Firms are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

R. Prohibiting Contracts with Entities that Support Discrimination

Executive Order No. 177 provides that New York State agencies and authorities, including public benefit corporations, shall not enter into contracts for goods, services, technology, or construction with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. Accordingly, in order to be considered for contract award, the Firm must submit Attachment A-9, Executive Order No. 177 Certification, signed by an authorized executive or legal representative of the Firm.
S. Conflicts of Interest

In order to be considered for contract award, the applicant must submit Attachment A-7, Vendor Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative of the applicant, attesting that, if selected for award, the applicant's performance of the services will not create a conflict of interest with, nor position the applicant to breach any other contract currently in force with the State of New York, and that the applicant will not act in any manner that is detrimental to any State project on which the applicant is rendering services.
ATTACHMENT A: ADMINISTRATIVE FORMS
This form shall be completed and attached to your SOQ. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the response.

| RFQ Name: Engineering Services to the Municipal Sewage System (POTW) Asset Management Program  
| SOQ Submission Date: June 28, 2022  
| 1 | Information Regarding the Firm:  
| Firm Name:  
| Address:  
| City, State, Zip Code:  
| Telephone Number:  
| Website:  
| 2 | Primary Contact Concerning this SOQ:  
| Name:  
| Title:  
| Address:  
| City, State, Zip Code:  
| Direct Telephone:  

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<tr>
<th></th>
<th>Willingness to Perform All Services:</th>
<th>The Firm is willing to, and capable of performing all of the deliverables and Services described, and applied for, in this RFQ. The Firm is available to perform Services as early as September 2022.</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>4</td>
<td>Compliance with Article 15-A:</td>
<td>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 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.</td>
<td>Yes</td>
<td>No</td>
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<td>5</td>
<td>Attachment B:</td>
<td>The Firm has read, understands, and accepts all terms and conditions of Attachment B, EFC’s Standard Contract. If not, please provide explanation.</td>
<td>Yes</td>
<td>No</td>
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<td>6</td>
<td>Certification Status:</td>
<td>Is Firm a State Certified Minority-owned Business?</td>
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<td>Is Firm a State Certified Women-owned Business?</td>
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<td>Is Firm a State Certified Service-Disabled Veteran-owned Business?</td>
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<tr>
<td>7</td>
<td>Vendor Responsibility Questionnaire Requirement:</td>
<td>The Firm has (Please check the appropriate box): □ Certified and filed the Vendor Responsibility Questionnaire on-line via the State VendRep System. OR □ Included a properly executed copy of the Vendor Responsibility Questionnaire with the Bid.</td>
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<td>By my signature on this Cover Page, I certify that I am authorized to bind the Firm contractually and that the above information is true and accurate.</td>
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<td>Typed or Printed Name of Authorized Representative of the Firm</td>
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<td>Title/Position of Authorized Representative of the Firm</td>
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ATTACHMENT A-2: NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with State Public Authorities Law § 2878, by submitting its bid, each Firm and each person signing on behalf of any other Firm 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 their 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 Firm 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 Firm and will not knowingly be disclosed by the Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and

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

Legal Name of Firm: __________________________________________________________
Signature: _________________________________________________________________
Name: ___________________________ Title: ___________________________

Joint or combined bids by Firms must be certified on behalf of each participant.

Legal Name of Firm
Signature: ___________________________ Name: ___________________________
Title: ___________________________
ATTACHMENT A-3: CERTIFICATION PURSUANT TO STATE FINANCE

§§ LAW 139-j and 139-k

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

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 EFC’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 Withholding under the 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-j(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 EFC 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-4: MWBE AND EQUAL EMPLOYMENT OPPORTUNITIES FORMS

Attachments:

- Attachment A-4.1 – MWBE Utilization Plan
- Attachment A-4.2 – MWBE Request for Waiver
- Attachment A-4.3 – MWBE & EEO Policy Statement
- Attachment A-4.4 – EEO Staffing Plan
## ATTACHMENT A-4.1: 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 15% MBE and 15% 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.

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<tr>
<th>Contractor’s Name:</th>
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<tbody>
<tr>
<td>Street Address:</td>
<td>Telephone: (__) -</td>
</tr>
<tr>
<td>City, State, ZIP:</td>
<td>Email:</td>
</tr>
<tr>
<td>Federal ID No:</td>
<td>Solicitation Name:</td>
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</tbody>
</table>

<table>
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<tr>
<th>Certified MWBE</th>
<th>Classification (check all applicable)</th>
<th>Description of Work (Subcontracts/Supplies/Services)</th>
<th>Annual Dollar Value or Percentage of Subcontracts/Supplies/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
<td>NYS ESD Certified</td>
<td></td>
<td>$_________________</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>MBE ______</td>
<td></td>
<td>% _______________</td>
</tr>
<tr>
<td>CITY, ST, ZIP:</td>
<td>WBE ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FED ID NO.:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME:</td>
<td>NYS ESD Certified</td>
<td></td>
<td>$_________________</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>MBE ______</td>
<td></td>
<td>% _______________</td>
</tr>
<tr>
<td>CITY, ST, ZIP:</td>
<td>WBE ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FED ID NO.:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PREPARED BY (Signature) _______________________ DATE: ________________
PRINT NAME ___________________________

FOR AUTHORIZED USE ONLY

<table>
<thead>
<tr>
<th>Proposed Goals</th>
<th>Date Approved</th>
<th>Date Disapproved</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE (%)</td>
<td>EEO-Minorities (%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WBE (%)</td>
<td>EEO-Female (%)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT A-4.2: MWBE REQUEST FOR WAIVER**

**INSTRUCTIONS:** SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Federal Identification No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Procurement Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code:</th>
<th>MWBE Subcontract Goals: MBE: 15%  WBE: 15%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By submitting this form and the required information, the company certifies that every Good Faith Effort has been taken to promote MWBE participation pursuant to the MWBE requirements set forth under this procurement.

Firm is requesting a:

1. ☐ MBE Waiver – A ☐ Total ☐ Partial (___%) waiver of the MBE Goal for this procurement is requested.

2. ☐ WBE Waiver – A ☐ Total ☐ Partial (___%) waiver of the WBE Goal for this procurement is requested.

3. ☐ 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.)

4. ☐ Conditional Waiver – (Attach separate sheet outlining special conditions or extenuating circumstances.)

Prepared By (Signature)  

Printed or Typed Name and Title of Preparer  

Telephone Number  

Email Address  

SUBMISSION OF THIS FORM CONSTITUTES THE FIRM’S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE 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.

***** FOR EFC USE ONLY *****

Reviewed By:  

Date:  

MWBE Certified: ☐  

MWBE Not Certified: ☐
MWBE REQUIREMENTS AND WAIVER SUBMISSION

When completing the MWBE Request for Waiver form please check all boxes that apply. To be considered, the MWBE 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 MWBE-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for MWBE participation were published in any of the above publications.
4. A list of all MWBEs appearing in the NYS Directory of Certified Contractors that were solicited for purposes of complying with your MWBE 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 MWBEs.
6. Provide copies of responses made by MWBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to MWBEs 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 MWBEs undertaken for purposes of complying with your MWBE 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 EFC, to determine MWBE compliance. In cases where EFC grants a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC’s website.
ATTACHMENT A-4.3: MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES –
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MWBE 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.

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE 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 MWBE contractor associations.
2. Request a list of State-certified MWBEs 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 MWBEs.
4. Where feasible, divide the work into smaller portions to enhance participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. The contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that progress payments to MWBEs 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 MWBE participation.

By: ______________________________________
Title: _____________________________________
Date: ____________________________________

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


MWBE Contract Goals

15% Minority Business Enterprise Participation

15% Women’s Business Enterprise Participation

________________________________ (Authorized Representative)

Title: _____________________________________________

Date: ___________________________
## ATTACHMENT A-4.4: EEO STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<table>
<thead>
<tr>
<th>Solicitation Name:</th>
<th>Reporting Entity:</th>
<th>Report includes Firm’s/Subcontractor’s:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Work force to be utilized on this contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Total work force</td>
</tr>
</tbody>
</table>

### Offeror’s Name:

- □ Offeror
- □ Subcontractor

### Offeror’s Address:

- Subcontractor’s name______________________________

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

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

**PREPARED BY (Signature):**  
**TELEPHONE NO.:**  
**EMAIL ADDRESS:**  
**DATE:**

**NAME AND TITLE OF PREPARER (Print or Type):**

Submit completed with bid or proposal  
MWBE 101 (Rev 03/11)
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** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **ISLANDER**
- **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-5: 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 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 State certified minority- and women-owned business enterprises as suppliers/contractors?1

4. Does your Firm provide technical training2 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.

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 State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan

1 Do not include onsite project overhead.
2 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.
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-5.1: DIVERSITY PRACTICES SCORING MATRIX (FOR EFC USE ONLY)

<table>
<thead>
<tr>
<th>Questions</th>
<th>Total Diversity Score (Max 100 pts)</th>
<th>Weighted Score (up to 8% of Technical pts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1 - CDO or other person tasked with function</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Total</td>
</tr>
<tr>
<td>5 pts</td>
<td>0 pts</td>
<td></td>
</tr>
<tr>
<td>Q2 - Percentage of prior yr. revenues that involved MWBEs as subs or JVs/partners</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20%+</td>
<td>15-19%</td>
<td>10-14%</td>
</tr>
<tr>
<td>20 pts</td>
<td>14 pts</td>
<td>10 pts</td>
</tr>
<tr>
<td>Q3 - Percentage of overhead expenses paid to MWBEs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20%+</td>
<td>15-19%</td>
<td>10-14%</td>
</tr>
<tr>
<td>16 pts</td>
<td>10 pts</td>
<td>7 pts</td>
</tr>
<tr>
<td>Q4 - MWBE Training</td>
<td></td>
<td></td>
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<tr>
<td>Robust</td>
<td>Moderate</td>
<td>Minimum</td>
</tr>
<tr>
<td>16 pts</td>
<td>8 pts</td>
<td>4 pts</td>
</tr>
<tr>
<td>Q5 - MWBE Mentoring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robust</td>
<td>Moderate</td>
<td>Minimum</td>
</tr>
<tr>
<td>12 pts</td>
<td>8 pts</td>
<td>4 pts</td>
</tr>
<tr>
<td>Q6 - Written MWBE goals included in the Company's procurements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robust</td>
<td>Moderate</td>
<td>Minimum</td>
</tr>
<tr>
<td>20 pts</td>
<td>12 pts</td>
<td>6 pts</td>
</tr>
<tr>
<td>Q7 - Formal Supplier Diversity Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robust</td>
<td>Moderate</td>
<td>Minimum</td>
</tr>
<tr>
<td>6 pts</td>
<td>4 pts</td>
<td>2 pts</td>
</tr>
<tr>
<td>Q8 - Utilization Plan</td>
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<td></td>
</tr>
<tr>
<td>Robust</td>
<td>Moderate</td>
<td>Minimum</td>
</tr>
<tr>
<td>5 pts</td>
<td>3 pts</td>
<td>1 pts</td>
</tr>
</tbody>
</table>
ATTACHMENT A-6: SDVOB FORMS

Attachments:
- Attachment A-6.1 – SDVOB Utilization Plan
- Attachment A-6.2 – SDVOB Request for Waiver
**ATTACHMENT A-6.1: SDVOB UTILIZATION PLAN**

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

### BIDDER/CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Bidder/Contractor Name:</th>
<th>NYS Vendor ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Contractor Address (Street, City, State and Zip Code):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bidder/Contractor Telephone Number:</th>
<th>Contract Work Location/Region:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract Description/Title:</th>
</tr>
</thead>
</table>

### CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Prepared by (Signature):</th>
<th>Name and Title of Preparer:</th>
<th>Telephone Number:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail Address:</th>
</tr>
</thead>
</table>

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Request for Waiver form.

### SDVOB Subcontractor/Supplier Name:

<table>
<thead>
<tr>
<th>Please identify the person you contacted:</th>
<th>Federal Identification No.:</th>
<th>Telephone No.:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>E-mail Address:</th>
</tr>
</thead>
</table>

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $ or _______%.

### SDVOB Subcontractor/Supplier Name:

<table>
<thead>
<tr>
<th>Please identify the person you contacted:</th>
<th>Federal Identification No.:</th>
<th>Telephone No.:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>E-mail Address:</th>
</tr>
</thead>
</table>

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $ or _______%.

### FOR EFC USE ONLY

<table>
<thead>
<tr>
<th>EFC Authorized Signature:</th>
<th>[ ] Accepted</th>
<th>[ ] Accepted as Noted</th>
<th>[ ] Notice of Deficiency</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME (Please Print):</th>
<th>SDVOB %/$</th>
<th>Date Received:</th>
<th>Date Processed:</th>
</tr>
</thead>
</table>

Comments:
### ATTACHMENT A-6.2: SDVOB REQUEST FOR WAIVER

#### APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

*(must be submitted before requesting final payment on the Contract)*

### Section 1: Basic Information

<table>
<thead>
<tr>
<th>Contractor’s Name:</th>
<th>Federal Identification Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>E-Mail Address:</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Telephone: ( ) -</td>
</tr>
<tr>
<td>Contract Number:</td>
<td>SDVBO CONTRACT GOALS %</td>
</tr>
</tbody>
</table>

### Section 2: Type of SDVOB Waiver Requested

- [ ] Total
- [ ] Partial

If partial waiver, please enter the revised SDVOB percentage: %

Please explain the reason for the waiver request:

### Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

- **Attachment A.** Copies of solicitations to SDVOBs and any responses thereto.
- **Attachment B.** Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors’ solicitation was not selected.
- **Attachment C.** Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by EFC with certified SDVOBs whom EFC determined were capable of fulfilling the SDVOB goals set forth in the contract.
- **Attachment D.** 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.
- **Attachment E.** Other information deemed relevant to the request.

### Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Prepared By: (Signature)  
Date:

Name and Title of Preparer (Print or Type)
ATTACHMENT A-7: ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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 the State, Firms who submit proposals for this contract for commodities, services or technology are strongly encouraged and expected to consider State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Firms 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 State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Firms are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing State businesses in State contracts will help create more private sector jobs, rebuild the State’s infrastructure, and maximize economic activity to the mutual benefit of the Firm and its State business partners. 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 State businesses by its contractors. The State therefore expects Firms to provide maximum assistance to State businesses in their use of the contract. The potential participation by all kinds of State businesses will deliver great value to the State and its taxpayers.

Firms can demonstrate their commitment to the use of State businesses by responding to the question below:

Will State businesses be used in performance of this contract?  

Yes  No

If yes, identify State businesses that will be used and attach identifying information.
ATTACHMENT A-8: VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;

5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: ________________________________
Signature: ________________________________ Date: _________________

This form must be signed by an authorized executive or legal representative.
The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
Prepared By (Signature):

Name:
Title:

Date:
ATTACHMENT B: EFC’s STANDARD CONTRACT

CONTRACT NUMBER ______

XX Services

between

NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION

and

____________________
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This professional services agreement (hereinafter “Contract”), dated as of _____, is between the NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (“EFC”), a New York State public benefit corporation, having offices at 625 Broadway, Albany, New York 12207 and __________ (the “Firm”), having offices at __________.

This agreement provides for the Firm to provide ____ consultant services identified herein upon the request of EFC.

Accordingly, the parties agree as follows:

1 SERVICES

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

2 PAYMENT

2.1 EFC shall pay the Firm for the Services in accordance with the budget in Appendix B, Budget.

2.2 The Firm shall submit requests for payment for Services rendered in the form of Appendix C, Payment and Reporting Schedule.

2.3 EFC shall reimburse the Firm for reasonable costs incurred performing Services.

3 TERM

This Contract’s term starts on the effective date as stated in the introductory clause and ends at 5 p.m. E.S.T. _______ years from the effective date, unless sooner terminated in accordance with Section 20, Termination. At EFC’s option, the Contract may be extended for an additional ______.
4 AMENDMENT

The parties may amend this Contract 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 Contract.

5.3 If the Firm is a Small Business pursuant to State Finance Law § 160(8), the Firm will notify EFC of any status changes during the term of this Contract.

5.4 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 EFC of such status as well as any status changes during the term of this Contract.

5.5 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 EFC of such status as well as any status changes during the term of this Contract.

5.6 All information provided to EFC concerning State Finance Law § 139-k is complete, true and accurate.

6 FIRM’S COVENANTS

6.1 At EFC’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 necessary minimum qualifications, to satisfactorily perform the Services throughout the term of this Contract.

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

7.1 The parties intend that the Firm will perform Services as an independent contractor and not as EFC’s agent, servant or employee. This Contract does not establish a partnership, joint venture, employment, franchise or agency between EFC 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, EFC’s officers, employees, agents, representatives or servants nor make any claim, demand or application for any right or privilege applicable to EFC, 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 EFC and the Firm shall each comply with all federal, State, and local laws, rules, and regulations in the performance of this Contract.

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 Contract.

9 NOTICES

9.1 Any notice or other communication required by this Contract 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:
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

This Firm shall not assign its obligations under this Contract without EFC’s prior written consent.

11 USE OF SUBCONTRACTORS

11.1 The Firm shall not subcontract its obligations under this Contract without EFC’s prior written consent.

11.2 The Firm may arrange for a portion or portions of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of EFC. If the Firm determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the Firm to EFC. As part of this explanation, the subcontractor must submit to EFC a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Firm prior to execution of this Contract.

11.3 The Firm, in all cases, retains ultimate responsibility for all services performed under the Contract.
11.4 If EFC 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 EFC.

11.5 If EFC consents to the Firm’s use of subcontractors to perform any of the Services, the Firm shall include the terms of this Contract in the subcontract or agreement between the Firm and the subcontractor. Specifically, the Firm’s agreement with the subcontractor must require the subcontractor to comply with section 18’s provisions concerning minority- and women-owned business enterprises.

11.6 EFC reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Firm and subcontractors is in compliance with all of the provisions of this section and any subcontract provisions contained in this Contract. The Firm shall give EFC immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Firm’s duties under the Contract. Any subcontract shall not relieve the Firm in any way of any responsibility, duty and/or obligation of the Contract.

11.7 If at any time during performance under this Contract, total compensation to a subcontractor exceeds or is expected to exceed $100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

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

12 CONFLICTS OF INTEREST

12.1 The Firm has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Firm’s performance of the Services does not and will not create a conflict of interest with, nor position the Firm to breach any other contract currently in force with the State of New York, that the Firm will not act in any manner that is detrimental to any State project on which the Firm is rendering services.

12.2 The Firm hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Firm's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Firm shall have a duty to notify EFC immediately of any actual or potential conflicts of interest.

12.3 In conjunction with any subcontract under this Contract, the Firm shall obtain and deliver to EFC, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Firm shall also require in any subcontracting agreement that the
subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to EFC a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

12.4 EFC and the Firm recognize that conflicts may occur in the future because the Firm may have existing, or establish new, relationships. EFC will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of EFC, an actual or potential conflict of interest cannot be cured.

13 PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

14 ETHICS

The Firm and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Firm certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Firm or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Firm or its Subcontractors derived from this Contract. The Firm shall identify and provide the State with notice of those employees of the Firm and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Firm provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.
15 FIRM PERSONNEL

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

15.2 Notwithstanding section 15.1, in the event of the departure of one or more of the principal employees, EFC reserves the right to direct the Firm to assign this Contract to any entity employing one or more of the former principal employees.

15.3 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 EFC 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 EFC for any damage it may sustain by reason thereof. Upon the delivery of all such data to EFC, EFC 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.

16 EFC’S RIGHT TO WITHHOLD PAYMENTS AND SETOFF

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

17 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 Contract. Further, to the fullest extent permitted by law, the Firm shall protect, defend, indemnify and hold harmless EFC 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 EFC or the State resulting from, arising out of or relating to the Firm’s performance under this Contract. 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 Contract and shall not be limited by any enumeration in this Contract of required insurance coverage.

18 INSURANCE
The Firm shall obtain and maintain during the term of this Contract, at its own expense, insurance of the kinds and amounts identified in Appendix D and provided by insurance companies licensed to do business in the State, covering all operations under this Contract, whether performed by the Firm or its subcontractors. Before starting to perform the Services, the Firm shall give EFC a certificate or certificates, in form satisfactory to EFC, showing that the Firm has complied with this section, which certificate or certificates shall also be written to comply with the requirements for notice of cancellation or non-renewal in accordance with the State Insurance Law.

19 TERMINATION

19.1 EFC may terminate this Contract 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.

19.2 EFC may terminate this Contract for any reason by providing notice in accordance with section 9, Notices.

19.3 If EFC terminates this Contract, EFC 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 EFC, through termination of approved subcontracts which shall contain provisions therefore.

19.4 Within 30 days of a termination, the Firm shall deliver to EFC all work in progress and all other materials in its possession that are EFC’s property under this Contract.

20 SUSPENSION OF WORK

EFC may suspend the Firm’s performance of the Services under this Contract 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 Contract, EFC 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 EFC, EFC may authorize the Firm to resume the performance of Services.

21 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

21.1 General Provisions
21.1.1 EFC 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.

21.1.2 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 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.

21.1.3 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 21.8 or enforcement proceedings as allowed by this Contract.

21.2 Contract Goals

21.2.1 For purposes of this procurement, EFC 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.

21.2.2 For purposes of providing meaningful participation by MWBEs on this Contract and achieving the MWBE Contract Goals established in section 21.2.1, the Firm should reference the directory of New York State Certified MBWEs found at the following internet address: [https://ny.newnycontracts.com](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 Contract.

21.2.3 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 Contract. 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 Contract, such a finding constitutes a breach of contract.
and the Firm shall be liable to EFC for liquidated or other appropriate damages, as set forth herein.

21.3 Equal Employment Opportunity (EEO)

21.3.1 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.

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

21.3.2.1 The Firm and each contractor and subcontractor performing work on this Contract 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.

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

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

21.3.2.4 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 21.3.5, 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 Contract.

21.3.3 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 Contract 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 Firm did not submit the Staffing Plan with its proposal, EFC will provide the Firm with the form upon request.

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

21.3.4.1 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 EFC on a quarterly basis during the term of the contract. The required format for the Workforce Report is attached to as Appendix G.

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

21.3.4.3 In limited instances, the Firm or a subcontractor may not be able to separate out the workforce utilized in the performance of this Contract 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 Contract. 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 Contract.

21.3.5 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.

21.4 MWBE Utilization Plan

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

21.4.2 The Firm agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section 21.2.1.

21.4.3 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 Contract. Upon the occurrence of such a material breach, EFC shall be entitled to any remedy provided herein, including but not limited to, a finding of the Firm’s non-responsiveness.

21.5 Waivers

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

21.5.2 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, EFC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

21.5.3 If EFC, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports (as required in section 21.7) 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, EFC 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.

21.6 Required Good Faith Efforts. In accordance with 5 NYCRR § 142.8, the Firm must document good faith efforts toward utilizing MWBEs on this Contract. 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 Contract. 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 Contract.

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

(f) Other information deemed relevant to the request.

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

21.8 Liquidated Damages - MWBE Participation

21.8.1 In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by EFC that the Firm has willfully and intentionally failed to comply with the MWBE participation goals, the Firm shall be obligated to pay to EFC liquidated damages or other appropriate damages, as specified herein and as determined by EFC.

21.8.2 Liquidated damages shall be calculated as an amount not to exceed the difference between:
1. All sums identified for payment to MWBEs had the Firm achieved the approved MWBE participation goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

EFC reserves the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Firm’s noncompliance.

21.8.3 In the event a determination has been made by EFC which requires the payment of damages identified herein and such identified sums have not been withheld by EFC, the Firm shall pay such liquidated damages to EFC within 60 days after they are assessed by EFC unless prior to the expiration of such 60th 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 the Director renders a decision in favor of EFC.

22 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

22.1 Contract Goals

22.1.1 EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Firm should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to Brian McGuire at 518-486-9267 or Brian.McGuire@efc.ny.gov. Additionally, the Firm is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

22.1.2 The Firm must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see section 24.4 below).

22.2 SDVOB Utilization Plan

22.2.1 The Firm represents and warrants that the Firm has submitted an SDVOB Utilization Plan to EFC either prior to, or at the time of, the execution of this Contract.

22.2.2 The Firm certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in section 24.1.1.

22.2.3 The Firm further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence
of such a material breach, EFC shall be entitled to any remedy provided herein, including but not limited to, a finding of contractor non-responsibility.

22.3    Request for Waiver

22.3.1 Prior to submission of a request for a partial or total waiver, The Firm shall speak to the Designated Contacts at EFC for guidance.

22.3.2 In accordance with 9 NYCRR § 252.2(m), a contractor that is able to document good faith efforts to meet the goal requirements, as set forth in section 24.4 below, may submit a request for a partial or total waiver on the form prescribed by EFC, accompanied by supporting documentation. If the documentation included with the Firm’s waiver request is complete, EFC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt. The request for waiver form is available upon request.

22.3.3 The Firm shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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.

22.3.4 If EFC, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report (Attachment G), determines that the Firm is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, EFC 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 SDVOB contract goals.

22.4    Required Good Faith Efforts

22.4.1 In accordance with 9 NYCRR § 252.2(n), contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

22.4.1.1 Copies of solicitations to SDVOBs and any responses thereto.
22.4.1.2 Explanation of the specific reasons each SDVOB that responded to the Firm’s solicitation was not selected.
22.4.1.3 Dates of any pre-bid, pre-award or other meetings attended by the Firm, if any, scheduled by EFC with certified SDVOBs whom EFC determined were capable of fulfilling the SDVOB goals set in the Contract.
22.4.1.4 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.
22.4.1.5 Other information deemed relevant to the waiver request.
22.4.2 Monthly SDVOB Contractor Compliance Report
In accordance with 9 NYCRR § 252.2(q), the Firm is required to report Monthly SDVOB Contractor Compliance to EFC during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using Attachment G and should be completed by the Firm and submitted to EFC by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: Brian.McGuire@efc.ny.gov.

22.4.3 Breach of Contract and Damages
In accordance with 9 NYCRR § 252.2(s), any Firm found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and the Firm shall pay damages as set forth therein.

23 CONFIDENTIALITY

23.1 All information, documents, testing data and electronic media provided at any time by EFC to the Firm or obtained by the Firm while performing the Services under this Contract: (i) are proprietary and confidential; (ii) are provided solely for use on EFC’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 EFC under this Contract is specifically authorized in writing by EFC in advance.

23.2 The Firm shall not discuss or permit the disclosure of any information concerning the business of EFC to anyone other than EFC, EFC’s attorneys and employees, or persons designated by EFC 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 EFC. For purposes of this Contract, “information” includes written, verbal or electronic communication, documents, agreements, models or programs provided to, or used by, the Firm during the term of this Contract. The provisions of this section will survive the expiration or any termination of this Contract. The Firm is authorized to disclose any EFC information to the extent required by law or judicial order.

24 OWNERSHIP OF MATERIALS
All work performed by the Firm under this Contract, 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 EFC, for the exclusive use by EFC, and shall be delivered to EFC on demand, free of any retention rights of the Firm. EFC 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.
25  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 EFC for any and all claims against and liability of EFC 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 Contract.

26  CLAIMS OR ACTIONS RELATED TO THIS CONTRACT

The Firm shall give notice to EFC 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 Contract. The Firm shall
give EFC notice of any potential claim related to this Contract that the Firm is or should be aware of, as
soon as practicable. The Firm shall include in any subcontract entered under this Contract, a provision
advising the subcontractor of the requirements of this section.

27  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 EFC’s prior
written approval.

28  PERFORMANCE OF WORK

The Firm shall assume responsibility for the cost and timely accomplishment of all obligations and duties
required by this Contract 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.

29  ACCESS TO MEETINGS

The Firm shall allow employees of EFC, as requested by EFC: (i) to attend any meeting held in connection
with this Contract and (ii) during normal working hours, to access, review and photocopy the Firm’s
records related to the performance of this Contract.

30  RECORDS, ACCOUNTS, INSPECTION, AND AUDIT

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

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

30.3 The Firm shall give EFC, 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 EFC with facilities adequate for examination and audit of same by EFC. 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 EFC’s property and shall be turned over to EFC, at EFC’s request, upon completion of the services of the Firm, or upon termination of this Contract, provided that the Firm may in its discretion retain a copy of same.

31 HEADINGS

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

32 SEVERABILITY

The parties intend that if any provision of this Contract 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 Contract will remain in effect as written.

33 ENTIRE CONTRACT

This Contract and its appendices constitute the entire agreement of the parties with respect to the subject matter of this agreement. This Contract supersedes any other agreement entered into by the parties for the Services.

34 COUNTERPARTS

This Contract 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 Contract on the date indicated below that party’s signature, and the Contract becomes effective on the date signed by the last party to sign.

FIRM: 

EFC: NYS Environmental Facilities Corporation

By: ____________________________ By: ____________________________

Name: __________________________ Name: __________________________

Title: __________________________ Title: President and CEO

Date: __________________________ Date: __________________________

FIRM ACKNOWLEDGEMENT:

STATE OF NEW YORK  )
) ss.:  
COUNTY OF _________  )

On this _____ day of ____________, 20__, before me personally came ________________________, to me known, who, being by me duly sworn, did depose and say that ___ is the ______________________ of the corporation or partnership described in and which executed the foregoing instrument; and that _____ signed name thereto by the authority of said corporation or partnership.

___________________________________
Notary Public
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. “Firm” refers to the party entering into a contract with EFC, whether a contractor, licensor, licensee, lessor, lessee, or any other party.

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, EFC 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 EFC’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of this contract may be waived at EFC’s discretion, and with the concurrence of the State Comptroller if this contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Firm’s business entity or enterprise. The Firm may, however, assign its right to receive payment without EFC’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, 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 Executive Law Article 15 (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 subcontractors 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 subcontractors 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 subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Firm and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

8. **NON-COLLUSIVE BIDDING REQUIREMENT.** Pursuant to Public Authorities Law Section 2878, 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 EFC 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 (2 NYCRR 105.4).

10. **SET-OFF RIGHTS.** EFC shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, EFC’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 EFC 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 EFC for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.
EFC 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 EFC, 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. EFC 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, EFC’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 EFC 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 EFC 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 EFC is mandatory. The principal purpose for which the information is collected is to enable EFC 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 and 5 NYCRR Part 143, 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 the following shall apply and by signing this agreement the Firm certifies and affirms that it is Firm’s equal employment opportunity policy that:

(a) The Firm will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action 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, 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. 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) 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; and

(c) 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..

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. Executive Law Section 312 does not apply to work, goods or services unrelated to this contract or to employment outside New York State. EFC shall consider compliance by a Firm or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. 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 EFC’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Firm must promptly notify EFC, in writing, of each and every change of address to which service of process can be made. Service by EFC 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 EFC.

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 EFC; 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 EFC.

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 Contract, 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](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 EFC.
During the term of the Contract, should EFC receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, EFC 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 EFC 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.

EFC 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. PROMOTION OF NEW YORK STATE BUSINESS ENTERPRISES AND NEW YORK STATE RESIDENTS IN PROCUREMENTS. It is the policy of New York State, and EFC, to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, and New York State residents, 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

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 http://esd.ny.gov/MWBE/directorySearch.html

Public Authorities Law § 2879 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 EFC.

(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 community 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 EFC upon request.

(d) The Firm acknowledges notice that the State and EFC may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State and EFC in these efforts.
23. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state, or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of goods or services by the same or a non-governmental entity influenced by the same, Public Authorities Law § 2879 requires 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. **PROCUREMENT LOBBYING.** To the extent this Contract is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Contract, 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, EFC may terminate the Contract by providing written notification to the Firm in accordance with the terms of the Contract.

26. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES, AND SUBCONTRACTORS.** To the extent this Contract 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 (EFC), 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 Contract, if EFC determines that such action is in the best interest of the State.
I. Payment and Reporting Terms and Conditions

A. No payment under this Contract will be made by EFC to the Firm unless proof of performance or required services or accomplishments is provided and a proper invoice submitted to EFC. If the Firm fails to perform the services required under this Contract, EFC 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 Firm.

B. Should funds not be appropriated by the State or budgeted by EFC for the purpose herein specified, EFC shall, in accordance with Section 41 of the State Finance Law, have no liability under this Contract to the Firm, 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 EFC, in order for the Firm to be eligible for payment. If requested by EFC, the Firm agrees to provide EFC with any reports or work products developed under this Contract, in an electronic format as specified by EFC. 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 EFC on such forms and in such detail as EFC shall require. The Firm shall submit invoices to EFC’s designated payment office located at:

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

F. All invoices submitted by the Firm pursuant to this Contract shall be submitted to EFC no later than 30 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 EFC and, if actual disbursements to the Firm are less than such sum, the amount payable by EFC 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 EFC, Certificates of Insurance evidencing compliance with all requirements contained herein. Such Certificates shall be of form and substance acceptable to EFC.

Acceptance and/or approval by EFC 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 Firm; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to EFC; shall be primary and non-contributing to any insurance or self-insurance maintained by EFC; and shall be endorsed to provide that written notice be given to EFC, prior to the non-renewal, or material alteration of such policies in accordance with New York State Insurance Law, 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 EFC as additional insured thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number CG 20 10 11 85). In addition, within ten (10) business days of receipt of any notice of cancellation or non-renewal of insurance, the Firm shall provide EFC with a copy of such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements herein.

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 EFC.

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 EFC updated replacement Certificates of Insurance and amendatory endorsements.

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

The Firm, 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. Worker’s Compensation, Employers Liability, and Disability Benefits as required by New York State.

b. 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.

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. Waiver of Subrogation. For the Commercial General Liability Insurance and Business Automobile Insurance Liability insurance required herein, 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 EFC or, if such waiver is unobtainable, an express Contract that such policy shall not be invalidated if the Firm waives, or waived before the casualty, the right of recovery against EFC, or any other form of permission for the release of EFC.

e. The Firm shall maintain Professional 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.

f. The Firm shall maintain Technology 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
Senior Manager, Procurement and Program Compliance
New York State Environmental Facilities Corporation
625 Broadway
Albany, NY 12207
Phone: (518) 402-6924
Fax: (518) 486-9323
APPENDIX F

QUARTERLY MWBE CONTRACTOR 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 MWBEs from the Firm on this project. The payments as shown are in compliance with contract documents for the above referenced project:

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<thead>
<tr>
<th>Start Date</th>
<th>Completion Date</th>
<th>Contractor</th>
<th>Contract Description</th>
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<tr>
<td></td>
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<td></td>
<td>1st Quarter (Oct.1-Dec.31)</td>
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<td></td>
<td>2nd Quarter (Jan.1-Mar.31)</td>
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<td></td>
<td>3rd Quarter (Apr. 1-Jun 30)</td>
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<td>4th Quarter (July 1-Sept.30)</td>
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<th>Work Status This Report</th>
<th>Total Subcontractor Contract Amount</th>
<th>Payments this Quarter</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
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<td>WBE</td>
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<tr>
<th>MBE Goal/Amount</th>
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<tr>
<td>WBE Goal/Amount</td>
<td>% =</td>
<td>$</td>
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Is documentation of previous months payments to M/WBE subs attached? Yes ☐ No ☐

Date ____________________________
Signature ____________________________

TOTAL 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
### APPENDIX G
QUARTERLY WORKFORCE UTILIZATION REPORT

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<th>Occupation Classifications (SOC Main Group)</th>
<th>SOC Job Title</th>
<th>EEO Job Title</th>
<th>SOC Job Code</th>
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<th>Gross Wages</th>
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| Total               |      |        |             |      |        |             |      |        |             |      |        |             |

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APPENDIX H
CERTIFICATION OF SMALL BUSINESS STATUS

Firm Name _________________________________________________________

Address _______________________________________________________

City ___________________________ State _______________ Zip ____________

Federal Tax ID _________________________ Number of Employees _________________

Contact Person ________________________ Title ___________________________

Phone Number _________________________ Email _______________________________

The Firm certifies that it is a Small Business as defined in the New York State Environmental Facilities Corporation’s Prompt Payment Guidelines, meaning that the Firm:

1. Has a significant business presence in New York State;
2. Is independently owned and operated;
3. Is not dominant in its field; and,
4. Employs not more than two hundred employees.

By signing, you certify your express authority to sign on behalf of the Firm and that all information provided herein is complete, true and accurate.

Signature: ____________________________

Name (Print): ____________________________

Title: ____________________________ Date: ________________