

NIAGARA FALLS WATER BOARD



REQUEST FOR PROPOSALS (“RFP”) NO. 2019-04

Redirect Outfall 003 from the Falls Street Tunnel to the Gorge Pump Station

**Deadline for Sealed Proposal Submissions:
Thursday, July 18, 2019 by 11:00 a.m. EST**

One (1) original, six (6) hard copies and one (1) electronic copy via CD or thumb drive of the proposal must be delivered to the authorized Water Board contact at the address designated below.

A non-mandatory proposal information session will be conducted at the address below at 10:00 a.m. on Wednesday, July 10, 2019.

The deadline for receipt of written questions submitted to the authorized Water Board contact via email is **Friday, July 12, 2019 at 5:00 p.m.** A written response to questions will be issued on or about **July 15, 2019, by 5:00 p.m.**

AUTHORIZED WATER BOARD CONTACT:

Proposing firms are advised that the Water Board’s designated contact person for all matters concerning this Request for Proposals is:

**Douglas S. Williamson, P.E.
Director of Technical & Regulatory Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304
(716) 283-9770 x 229
dwilliamson@NFWB.org**

To receive updates regarding this RFP, email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-04.

1. Introduction

The Niagara Falls Water Board (“Water Board”) is issuing this request for proposals (“RFP”) seeking engineering consultant task work for design, bidding, and construction administration for the redirection of its NYSDEC permitted Outfall 003 flow to the Gorge Pumping Station via the South Gorge Interceptor. This project is intended to eliminate wet-weather overflows at Outfall 003, which is located adjacent to the Rainbow Bridge in a highly visible tourist area and discharges into an eddy current that carries the discharge back upriver to the Maid of the Mist docks. These wet-weather flows will be re-routed from the Falls Street Tunnel to the South Gorge Interceptor. This project does not include capacity upgrades for the South Gorge Interceptor, Gorge Pumping Station, or Gorge Force Main (though greater retention time may slightly reduce overflows), but overflows occurring at Outfall 003 will be moved downstream to NYSDEC permitted Outfall 006 at the Gorge Pumping Station, which discharges at a more inconspicuous location with greater dispersion due to the lack of an eddy current.

The engineering component of this project is being divided into two phases. Phase I is the design and bidding work. Phase II is the construction administration and inspection work. The Water Board will award Phase I work with the option to award Phase II. The M/WBE requirements set forth below must be met separately for each phase. Proposers should be aware that approximately one-half of project costs will be funded from a State and Municipal Facilities Capital Program (“SAM”) grant (WWTP Upgrades Phase II) administered by the Dormitory Authority of the State of New York (“DASNY”). Environmental Facilities Corporation required contract language is included in this RFP as the Water Board may seek Clean Water State Revolving Fund interest-free or low-interest rate financing for this work.

Proposers are encouraged to exercise creativity and innovation in crafting proposals. The Water Board seeks to procure efficient and effective services that add value for Water Board ratepayers.

2. Timetable

The timetable for proposal submission, a non-mandatory pre-proposal meeting, and for submission of written questions is set forth on the cover page for this RFP. All sealed proposals received will be opened publicly and the names of the consultants submitting proposals shall be read immediately after the deadline for proposal submission. It is anticipated that evaluation of proposals will be completed by July 18, 2019, and that submission of a recommendation to award to the Board of Directors will be at the Water Board’s July 22, 2019 meeting. The Water Board reserves the right to change any dates and deadlines at its sole discretion.

3. RFP Updates

The Water Board may, in its sole discretion, withdraw or modify this RFP in whole or in part, and may issue addenda in writing. The Water Board will use its best efforts to

post updates to: <https://nfwb.org/reports/procurements/>. However, **to be certain to receive timely updates regarding this RFP, you must email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-04.**

4. Background

The Water Board is a public benefit corporation created in 2002 by a special act of the New York State Legislature. Its mission is to provide safe and reliable water and wastewater management services to our community in an economical and efficient manner. In 2003, it acquired the drinking water, wastewater, and stormwater systems previously owned and operated by the City of Niagara Falls, a separate municipal entity.

For more than 20 years, the Water Board and its predecessor, the City of Niagara Falls, have been implementing measures to improve sanitary sewer system performance and to reduce combined sewer overflows (“CSO’s”). In 2009, the Water Board, through its engineering consultant Stearns & Wheler, designed and provided construction oversight of contract No. 60, CSO Long Term Control Plan Improvements in the City of Niagara Falls, NY. This project addressed several CSO locations along the Lower Niagara River and significant improvements were made to control CSO’s, but Outfall 003 was not eliminated.

After international attention was focused on Water Board discharges near the base of Niagara Falls on and after July 29, 2017, the Water Board entered into Order on Consent R9-20170906-129 with the NYSDEC. One requirement of that Order on Consent was to complete a study of alternative locations for Water Board Outfall 001 (which enters the Niagara River through the Adams Tail Race Tunnel) and Outfall 003. AECOM prepared a report titled “Relocation of Outfalls 001 and 003 Alternatives Assessment (Consent Order Item 14),” dated September 19, 2018. The alternates considered for relocation of Outfall 001 were not feasible for a variety of reasons, but the NYSDEC approves of the redirection of Outfall 003 from the Falls Street Tunnel to the Gorge Pumping Station that is the subject of this RFP.

The means of accomplishing this redirection of Outfall 003 will be the subject of the selected engineering consultant’s professional design, and the Water Board desires the consultant to consider a variety of means and alternatives for accomplishing the goal before committing to a particular design. However, for background and to aid proposers in understanding the scope of the project, the Water Board notes that the outfall relocation alternatives assessment referenced above indicates as follows with respect to Outfall 003:

The work required to accomplish this alternative would be fairly simple, and consists of modifying the Falls Street Tunnel [FST] overflow structure at Drop Shaft Zero (DSZ) to increase the connection capacity between the Falls Street Tunnel and the South Gorge Interceptor. The flow measurement flume stop log elevation and/or the overflow weir elevation may require modification to direct increased flow to the South Gorge

Interceptor. The required capacity of this connection is 100 mgd. The capacity of the South Gorge Interceptor between the FST Drop Shaft Zero and the Gorge Pumping Station is estimated to be over 150 mgd so the South Gorge Interceptor is presumed to have sufficient capacity to accept flow coming from the FST which is presumed to be 100 mgd.

Additional work will be necessary at the Gorge Pumping Station to manage the increased rate of overflow. It is known that in the past when the FST used to direct all flow to the GPS that the capacity of the overflow structures at the GPS could become overwhelmed and would result in flooding of the approach channel, diminutors, and wet well area; to the point that water would flow out of the approach channel and flood the wet well area. Therefore in order to implement this option, the capacity of the overflow channels need to be examined. It is expected that cleaning of debris from the channels will be necessary. Upgrading or repairs may also be required. For the current study access to these channels is prevented by vandal resistant coverings (welded covers, large concrete slabs, etc.) such that the overflow channels could not be inspected for this work. It also may be necessary to include bypass gates in the existing approach channel that would open to relieve flow so that the wet well area does not become overwhelmed.

5. Proposal Scope and Requirements

As set noted above, the engineering component of this project is being divided into two phases. Phase I is the design and bidding work. Phase II is the construction administration and inspection work. The Water Board expects to award Phase I work as early as July 22, 2019, and shall have the option to award Phase II based on the proposal submitted pursuant to this RFP, provided that it exercises that option before December 31, 2020. For both phases, the engineering consultant task work involves the redirection of Outfall 003 from the Falls Street Tunnel to the Gorge Pumping Station Outfall 006.

Proposals are to include, at a minimum, the following items:

- Situation understanding;
- Understanding of applicable regulations and standards;
- Project approach, scope, and project organization;
- Demonstrated experience on similar projects;
 - Particular emphasis will be placed on recent experience with outfall redirection/relocation projects.
- Experience & qualifications of subconsultants/contractors;

- Specific experience of key project professionals;
- Schedule, effort and budget breakdown:
 - Schedules shall be in bar chart form, detailing specific tasks.
 - Effort & budget shall be in a spreadsheet format using a task/hour estimate matrix.

Note: Both Phase I and Phase II should be submitted as part of one proposal. Proposed fees/schedules should clearly indicate Phase I versus Phase II work costs/schedule.

A. PHASE I

The Phase I work is expected to include, but not be limited to, review of the following items:

- NFWB Regulations;
- Collection system maps & documentation;
- Annual reports to the NYSDEC;
- Niagara Falls Water Board Order on Consent R9-20170906-129 Relocation of Outfalls 001 and 003 Alternatives Assessment (Consent Order Item 14) prepared submission to the New York State Department of Environmental Conservation Region 9 by AECOM, dated September 19, 2018.
- New York State Department of Environmental Conservation correspondence to the Niagara Falls Water Board, dated May 15, 2019;
- Additional information as necessary;

The engineering consultant task work for Phase I is expected to include, but not be limited to, the following tasks:

Task 1: Design and Develop Bid Documents

In accordance with Wicks Law, consultant shall prepare bid documents for separate contracts inclusive of a project manual and drawings. Bid documents shall be developed of sufficient detail to obtain regulatory approval, bid, and construct the improvements required to accomplish the redirection of Outfall 003 as described herein.

Bid documents shall be submitted to the NFWB for review at the 60% and 90% levels of effort. Consultant shall provide anticipated drawing sheets for each submittal in their proposal. Bidding and contractual documents shall be submitted with the 60% submittal for legal review by the NFWB. Cost estimates of construction shall be provided during each submittal. The consultant shall conduct workshops with the technical staff at the 60% and 90% submittals. 100% submittals shall be submitted to the appropriate regulatory agencies for review and approval. The consultant shall incorporate appropriate comments from the NFWB and regulatory agencies into final bid documents for bidding purposes.

In connection with this task, the engineering consultant shall assist the NFWB in performing an evaluation of this action under the State Environmental Quality Review Act ("SEQR"), including but not limited to identifying and assisting in coordinating with potentially involved agencies, preparation of EAF/EIS Documents (as necessary), and otherwise assisting the NFWB in preparing and completing its SEQR review and classification.

Task 2: Bidding Assistance

The consultant shall provide technical services to the NFWB during the project bidding period. Technical services to be provided include:

1. Distribute Bid Documents in a .pdf format. Bid Documents will be distributed to the NFWB, NYSDEC, and DASNY for review and project administrative purposes. Hard copy Bid Documents will be available for review at the Consultant's office and at the office of the NFWB Engineer. Bid Documents for distribution will be in .pdf format for the Project Manual and .TIF format for the Drawings provided on a single CD-ROM to prospective Bidders.
2. Respond to bidder questions and requests for clarification, and preparation of required bid addenda.
3. Attendance at one pre-bid conference at the project site to assist the NFWB in conducting the meeting and answer technical questions.
4. Review of the bids from the three lowest bidders (identified at the time of bid opening) for compliance with bidding requirements including evaluation of bidder equipment and material substitutions identified in the bid package.
5. Preparation of a bid evaluation report identifying the lowest responsible bidder including recommendations on equipment and material substitutions.
6. The bidder question and clarification request responses will be provided to the NFWB via e-mail. Bid addenda and the bid evaluation report will be submitted to the NFWB in electronic PDF format.
7. Maintaining bidder list.
8. Receiving bidder inquiries, forwarding bidder technical questions and clarification requests requiring response and communicating responses back to bidders.
9. Distributing bid documents and issued addenda to bidders.

Upon the NFWB acceptance of the low bid(s), Consultant shall develop conformed contract documents. Consultant shall prepare agreements for execution between the NFWB and the low bidder(s) for each contract and request documentation from each low bidder to complete the agreements. Conduct a post bid/preconstruction meeting to be conducted at the WWTP with low bidder(s) to review the contracting and construction processes. Prepare a Notice to Proceed for each contract to be issued by the NFWB.

B. PHASE II

Phase II work, if awarded to proposer, consists of the following:

Task 3: Construction Administration

Consultant shall provide a proposal for construction design and administration services from the Notice to Proceed until final acceptance of the Work, as limited by the anticipated length of contract(s) of 500 days (inclusive of engineering and construction).

For Construction Administration, the Consultant shall provide the following services:

1. Review and approval of up to 50 payment applications.
2. Maintain a Request for Information (RFI), Field Order and Change Order Log.
3. Respond to RFIs submitted by the Contractor(s).
4. Maintain a shop drawing log.
5. Review and take action (Approve, Reject, Approved as Corrected) on shop drawings required for the Construction contracts.
6. Review and take action (Approve, Reject, Approved as Corrected) on submitted schedule of values and schedules.
7. Review and negotiate change order requests.
8. Conduct and attend weekly construction progress meetings on site with the Contractors and NFWB staff to maintain the projected project schedule and open communication with WWTP personnel. Consultant will prepare agendas and meeting minutes and distribute meeting minutes.
9. Coordinate, administer, and support the work.

Task 4: Construction Inspection

If authorized to proceed with Phase II work, consultant shall provide for construction inspection services. Construction inspection services shall include:

1. Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.
2. Report whenever inspector believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made.
3. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to NFWB appropriate details relative to the test procedures and startups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to NFWB.
5. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop

Drawings and samples, reproductions of original Contract Documents including Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, clarifications and interpretations of the Contract Documents, and progress reports.

6. Keep a diary or log book, recording Contractors' hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures.
7. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

6. M/WBE and SDVOB Requirements

The Consultant awarded an agreement as a result of this RFP will be required to utilize Minority, Women, and Disadvantaged Business Enterprises at the following percentages based on Niagara Falls Water Board policy and must be prepared to comply with Water Board and Environmental Facilities Corporation reporting requirements, as the Water Board anticipates seeking subsidized financing for project costs:

M/WBE – 30%

SDVOB– 6%

Required forms and policy related to these M/WBE and SDVOB requirements are made part of this RFP as Appendix D. Note that M/WBE utilization requirements must be met separately for Phase I and Phase II.

7. Statement of Qualifications

Consultants must submit a statement of qualifications that provide a description of proposer's business structure, licensing, years in business, any experience with similar engineering services along with the project description (including contact information for references), locations, description of key personnel for this project, and any other pertinent information that will help to demonstrate consultant's qualifications to perform. The statement of qualifications must also include the following:

1. Any other names under which consultant has done business in the past 10 years;
2. List all subsidiary and parent companies;
3. State whether consultant ever has been:
 - Debarred or suspended by any government entity from entering contracts with it;
 - Found not responsible by any government entity;
 - Declared in default or terminated for cause from any contract, or had any contract cancelled for cause; or
 - Required to pay liquidated damages on a contract.

4. State whether consultant has filed for bankruptcy or been the subject of an involuntary bankruptcy proceeding; and
5. State whether consultant has been a party to any legal action or government investigation related to proposer's business practices, or alleging that any of consultant's agents or employees committed any act of fraud, collusion, bid rigging, price fixing, or bribery. If consultant, any of consultant's principals, or any of consultant's agents has pleaded guilty or entered into a consent order in connection with respect to any of these, provide details.

8. Oral Presentations or Interviews

Prior to award, one or more proposing consultants may, in the sole discretion of the Niagara Falls Water Board, be invited to offer a presentation to Water Board staff and/or to the Board of Directors. The authorized Water Board contact will schedule the time and location of these presentations. Consultant shall bear all of its own costs for any such presentations or interviews.

9. Evaluation Criteria

All proposals received will be evaluated by a team of Water Board staff and/or non-proposing engineering consultants, based on technical qualifications, price, experience with the work, and other relevant factors. The cost for the project is to be based on hourly rates plus expenses, with a not-to-exceed ceiling. Separate cost proposals for Phase I and Phase II, as discussed above, are required. The successful firm will execute a standard Water Board agreement for engineering services.

10. Insurance

Consultant shall be required to procure and maintain at its own expense and without expense to the Niagara Falls Water Board, insurance for liability for damages imposed by law, of the kinds and amounts hereinafter provided, from insurance companies authorized to do business in the State of New York covering all operations under any contract that results from this RFP, whether performed by the consultant or its subcontractors. Before proceeding with any work under the contract that may result from this RFP, the successful proposer shall furnish to the Niagara Falls Water Board Certificate of Insurance form(s) and relevant insurance policy declarations and endorsements satisfactory to the Water Board exhibiting compliance with this paragraph and providing that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Niagara Falls Water Board. The types and limits of insurance shall be as follows:

1. Workers Compensation as required by Law (submit Form C-105.2);
2. Disability Benefits as required by Law (submit Form DB-120.1);
3. Employer's Liability with a minimum limit of \$100,000;

4. Commercial General Liability insurance: Bodily, Personal Injury, and Property Damage Liability limits each of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which shall include the following coverages:
 - a. Owner's Protective Liability
 - b. Premises – Operations
 - c. Broad Form Contractual
 - d. Independent Contractor and Sub-Contractor
 - e. Products and Completed Operations
5. Automobile Liability: \$1,000,000 single limit; and
6. Umbrella/Excess Liability: A minimum of \$5,000,000 on a per occurrence and aggregate basis; this shall be in excess of primary general, automobile and employer's liability limits.
7. Professional Liability/Errors and Omissions: \$2,000,000 (identified as a claim made or an occurrence policy) (required only if professional services are to be performed pursuant to the contract).

Certificates, declarations, and endorsements should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304 and should reference the project.

The Niagara Falls Water Board, the Niagara Falls Public Water Authority, and the City of Niagara Falls, New York shall be named as an Additional Insureds on the Liability Policies (except for professional liability) with the following provision: The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

In the event that the consultant requires any subcontractor to procure insurance with regard to any of the operations under the contract resulting from this RFP and requires such subcontractor to name the consultant as an additional insured under such insurance, the consultant shall ensure that such policy names the Water Board, Niagara Falls Public Water Authority, and their officers and employees as additional insureds.

11. Indemnification and Waiver of Subrogation

The successful consultant, to the full extent permissible by New York law, must agree to indemnify and hold the Niagara Falls Water Board, its Directors, Officers, and Employees harmless against all loss, cost, or damage, on account of injury to person or damage to property as a result of any action or inaction of the consultant or its representatives or agents or subcontractors in performance of the contract resulting from this RFP and against all fines, penalties any other losses which the Niagara Falls Water Board shall be obliged to pay or incur in connection with the performance of the work under the contract.

The successful consultant also must agree to waive all rights against the Water Board, including its officials and employees, for any damages or losses that are covered under any insurance required by this RFP or in the resulting contract, or any other insurance applicable to the operations of the consultant and/or its subcontractors in the performance of the contract.

12. Independent Contractor

The successful consultant and its employees will operate as an independent contractor and are not considered Water Board employees. Consultant must identify its subcontractors, if any, in its proposal, but award of a contract shall not create any relationship between the subcontractors and Water Board, and consultant shall be responsible for the entire contract. The Water Board shall have the right to reject any proposed subcontractors.

13. Conflicts of Interest and Prohibition on Political and Religious Activity

By submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder, consultant stipulates that, upon information and belief, no member of the governing body of the Water Board, or officer or employee of the Water Board, forbidden by Law, is interested in, will derive benefit from, or will be a party to, the contract between consultant and the Water Board. Consultant warrants that no payment, gift, or thing of value has been or will be made, given, or promised any Director, Officer, or Employee of the Water Board, or any member of the immediate family of any Director, Officer, or Employee of the Water Board (spouse, parent, sister, brother, or child) to obtain this or any other agreement between the parties. Consultant agrees that its provision of services under any contract that may result from this RFP shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under any contract that may result from this RFP be used for such purposes. The consultant further agrees that if awarded an agreement as a result of this RFP, there shall be no religious worship, instruction, or proselytizing as part of or in connection with the consultant's provision of services under that contract, nor shall any of the funds provided under this Agreement be used for such purposes.

14. Non-Collusion

Consultant must submit a signed statement of non-collusion on the form attached hereto as Appendix B.

15. Non-Discrimination and Prohibition Against Sexual Harassment

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the consultant will not discriminate against any employee or

applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, or marital status. By submitting a proposal, consultant agrees that it shall submit an Equal Employment Opportunity (“EEO”) Policy Statement to the Water Board containing at a minimum the terms therefore as set forth in Appendix D.

By submission of this proposal, each proposing consultant and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Consultant’s proposal must include the Statement on Sexual Harassment form at Appendix E.

16. Prohibited Business Practices

1. **Iran Divestment Act.** By submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder, consultant certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors 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>. Consultant further certifies that it will not utilize in connection with any contract that may be awarded as a result of this RFP any subcontractor that is identified on the Prohibited Entities List.
2. **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, that by submitting a proposal in response to this RFP or by assuming the responsibility of a contract awarded hereunder, consultant agrees, as a material condition, that neither the consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, 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 consultant, or any of the aforesaid affiliates of consultant, 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 consultant’s execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The consultant shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
3. **MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), by submitting a proposal in connection with this RFP or by assuming the responsibility of a contract awarded hereunder the consultant hereby stipulates that the consultant either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair

Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

17. Successors and Assigns

Any contract resulting from this RFP shall inure to the benefit of and be binding upon the legal representatives and successors of the parties, respectively, but the successful consultant may not assign the contract without the Water Board's written permission.

18. Proposal Package Submission Requirements

1. Proposal packages are due on or before the proposal due date and time at the location set forth on the cover page of this RFP.
2. Proposers shall deliver one (1) clearly marked original and six (6) copies of the proposal package. To prevent waste, proposers are encouraged to print and/or copy responses on both sides of the page.
3. One (1) electronic copy of the complete proposal package also is required, on CD or USB drive. The preferred method is PDF conversion from the consultant's source files rather than simply scanning the proposal documents (to minimize file size and maximize quality), though scanned documents are acceptable. The electronic copy of the proposal should be provided as one document with the pages in the same order as the paper original. If this is not possible, the electronic copy files should be named in a way so that they can be read in the same order as the paper original (e.g., naming the files "Proposal Part 1," "Proposal Part 2," etc.).
4. Only one original copy of each of the appendices requiring a signature is required, which may be submitted only as part of the paper original proposal and need not be included in the electronic copy of the proposal.
5. The sealed outer envelope enclosing any materials submitted in response to this RFP shall be addressed to the Water Board contact set forth on the cover page of this RFP. The outer envelope containing the proposal materials must clearly indicate the proposer's name and address, and must clearly be marked:

**PROPOSAL ENCLOSED –
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Falls Street Tunnel to the Gorge Pump Station**

6. Proposals may be hand delivered. Proposers shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item "5" above, appears on the outer envelope used by such service.

19. Additional Information about RFP

1. Rely Only Upon Formal Information.

- a. The Water Board shall not be bound by any oral or written information released prior to the issuance of the RFP.
- b. The Water Board shall not be bound by any oral or written representations, statements, or explanations other than those made herein, in Water Board written responses to proposer inquiries, or in formal written addenda to this RFP.

2. Communication with Water Board and Lobbying Law.

Consultants are advised that, from the date this RFP is issued until the award of the contract, no contact by consultants or their agents with the Water Board or Water Board personnel related to this solicitation is permitted, except as shall be authorized by the authorized Water Board contact indicated on the cover page of this RFP.

Pursuant to State Finance Law Sections 139-j and 139-k, this RFP includes and imposes certain restrictions on communication between respondents and the Water Board during the procurement process. A respondent is restricted from making contacts from the date the RFP is issued through the final contract award by Water Board (the "Restricted Period"). During the Restricted Period, respondents may only contact the designated contact regarding this RFP. The designated contact is identified on the cover page of this RFP. Respondents are responsible for complying with State Finance Law Sections 139-j and 139-k. Directors, officers and employees of the Water Board are required to record certain information when contacted during the Restricted Period. A review of whether such contacts were permissible contacts will be considered in connection with any determination of responsibility of the respondent. Failure of any respondent to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the contract award or if such contract has been executed, then the immediate termination of the contract. Violations may result in debarment of the respondent from proposing on or obtaining governmental procurement contracts in the State of New York.

Consultants are required to complete and return with their proposal Appendix F, New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement.

3. Questions Regarding the RFP.

- a. All inquiries regarding this solicitation shall be emailed to the authorized Water Board contact by the date and time indicated on the cover page of this RFP. The subject line for such inquiries should indicate the RFP name and number in the subject line, e.g. "RFP No. 2019-04 – Redirect Outfall 003 Question."

- b. Compiled questions and responses will be posted on the Water Board's website at <https://nfwb.org/reports/procurements/> on or after the date indicated on the cover page of this RFP, but to receive these responses as early as possible, you must email the authorized Water Board contact to ask to be placed on the distribution list for RFP No. 2019-04.

4. Addenda to the RFP.

- a. The Water Board shall issue responses to inquiries related to substantive issues and any other corrections or amendments to the RFP that it deems necessary prior to the proposal due date in the form of written addenda. Such addenda will be posted on the Board's website: <https://nfwb.org/reports/procurements/>, and the Water Board will use its best efforts to send copies to those who have asked to be placed on the distribution list for this RFP.
- b. It is the consultant's responsibility to assure receipt of all addenda. The proposer should verify with the authorized Water Board contact prior to submitting a proposal that all addenda have been received. Consultant's shall acknowledge the number of addenda received as part of their proposals using Appendix A.

20. Freedom of Information Law – Claim of Confidential, Proprietary, or Trade Secret Information

The Water Board is subject to the provisions of the Freedom of Information Law ("FOIL"), N.Y. Public Officers Law, Sections 84 through 90, relating to public access to agency records. The consultant shall specifically identify those portions of the proposal deemed to be confidential, proprietary information, or trade secrets and provide any justification why such material, upon request, should not be disclosed by the Water Board. The top of each page containing such information must be clearly marked in bold type "**PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**" Such information deemed by the proposer to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal.

The Water Board accepts no responsibility for disclosure of information designated as exempt from disclosure, but the Board does intend to evaluate, on a case-by-case basis, whether exemption from disclosure applies when a FOIL request is made to the Water Board for examination of such a proposal. Consultants should be aware that any and all terms of their respective proposals, including proposed pricing, may be the subject of discussion at Board of Directors meetings that are open to the public.

21. General Conditions

The issuance of this RFP does not commit the Water Board to award a contract or to pay any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith. In addition, the Water Board reserves the following rights:

1. To postpone or cancel this RFP;
2. Reject any or all proposals received in response to this RFP;
3. Award a contract without any discussion with proposers;
4. Retain a successful proposer for only a portion of the scope of services;
5. Accept a proposal other than the proposal offering the lowest price;
6. Waive or modify any irregularities in proposals received;
7. Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the Board;
8. Request clarification and/or additional information from the proposers during the evaluation process; and
9. Utilize any and all ideas submitted in the proposals received, unless those ideas are covered by legal patent or proprietary rights and the patent or those rights are indicated by the proposers.

22. Exceptions to RFP

The contract to be entered into shall include the requirements of this RFP among its terms and conditions, with such changes to which the Water Board may agree. Submission of a proposal constitutes consent to these terms and conditions. Any exceptions must be explicitly stated in the proposal and separately listed in a separate attachment to the body of the proposal entitled "Exceptions." Failure to list exceptions separately in the "Exceptions" attachment shall be deemed to constitute consent to all such terms and conditions herein and shall constitute a binding waiver by the proposer of all exceptions not listed. A general exception or reservation to the legal or technical terms and conditions shall be deemed a nullity and may also result in the Water Board rejecting the proposal as non-responsive.

23. Proposal Firm and Irrevocable for 90 Days

A signed proposal shall be considered a firm offer on the part of the consultant, and the Water Board may insist on the strict performance of all elements of the proposal, unless the Water Board specifically waives a proposal element in writing during negotiations. By submitting a proposal, consultant agrees that its offer is firm for a period of 90 days from the deadline for proposal submissions, as may be amended or extended by way of an addendum to this RFP.

24. Contract Negotiations

Upon selection, the successful consultant may be invited to negotiate a contract with the Water Board, though the Water Board reserves the right to award a contract on the

basis of the initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a technical and cost standpoint.

The Water Board reserves the right to enter into discussions/negotiations with one or more consultants and to request the submission of best and final offers from those consultants, who after the conclusion of such discussions/negotiations, still are under consideration for award. No consultant shall have any rights against the Water Board arising from an invitation to enter into discussions/negotiations or to submit a best and final offer.

At the Water Board's discretion, the contents of the selected proposal, together with the RFP, may be incorporated into and made part of the final contract. Should negotiations fail to result in a signed contract within a reasonable period of time as defined by the Water Board, the Water Board reserves the right to terminate negotiations and select another consultant, issue a new RFP, or take any other action consistent with the best interests of the Water Board.

25. Proposer Acceptance of RFP Terms

Proposals will not be accepted as complete without a signed certification of acceptance of RFP terms, Appendix C. The submission of a proposal signifies that the proposer:

1. Acknowledges and accepts the terms and conditions in this RFP;
2. Intends to compete for the award of the contract described herein;
3. Will be reasonable in contract negotiations; and
4. Acknowledges and accepts that the final contract will include all terms and requirements set forth in this RFP, plus such additional terms and conditions which may be required by law or as may be incorporated at the Water Board's discretion, subject to negotiation.

RFP DATED: June 28, 2019

APPENDIX A

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2019-04, Redirect Outfall 003 from the Falls Street Tunnel to the Gorge Pump Station

DIRECTIONS: Complete Part I or Part II, whichever is applicable.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH
ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

ADDENDUM # 1: DATED _____ , 20__

ADDENDUM # 2: DATED _____ , 20__

ADDENDUM # 3: DATED _____ , 20__

ADDENDUM # 4: DATED _____ , 20__

ADDENDUM # 5: DATED _____ , 20__

ADDENDUM # 6: DATED _____ , 20__

PART II: _____ INITIAL HERE IF NO ADDENDUM WAS RECEIVED
IN CONNECTION WITH THIS RFP INITIAL HERE

DATE: ____/____/____

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): _____

PROPOSER (FIRM): _____

APPENDIX B

CERTIFICATE OF NON-COLLUSION

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878, the undersigned consultant hereby subscribes and affirms as true, under the penalties of perjury, the following statement of non-collusion:

By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposer have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

DATE: ____/____/____

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): _____

PROPOSER (FIRM): _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

Notary Public

REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT AND CERTIFICATION

Notary Public

Appendix D

EFC REQUIRED CONTRACT LANGUAGE

SECTION 1 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

The Minority- and Women- Owned Business Enterprises ("MWBE") and Equal Employment Opportunities requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with New York 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 (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the 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.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that its EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.
 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and 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.

F. Required EEO Forms

1. EEO Staffing Plan
To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
2. EEO Workforce Employment Utilization Report ("Workforce Report")
 - a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
 - b. Separate forms shall be completed by Contractor and any Subcontractor.
 - c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
Clean Water State Revolving Fund, Drinking Water State Revolving Fund, & Green Innovation Grant Program	20%
NYS WIIA Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

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

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

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay

such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women’s Business Development (“ESD”) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to Contractors and Subcontractors working pursuant to:

- (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than \$25,000;
- (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above \$25,000; and, (3) change orders greater than \$25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

Contractors and Subcontractors are required to comply with New York State Executive Law Article 17-B and 9 NYCRR Part 252 for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.

II. 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 Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.
- B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan to Recipient prior to the execution of this Contract.
- B. Contractor 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.
- C. Contractor 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, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.
- D. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient’s MBO. Contractor shall indicate the changes to the MBO in the next Monthly SDVOB Contractor Compliance Report after the changes occurred. At EFC’s discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
- E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

- A. If Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goals, Contractor may submit a request for a partial or total waiver to the Recipient, documenting good faith efforts by Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. Contractor 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 the Recipient, but must be made no later than prior to the submission of a request for final payment on the Contract.
- C. If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor 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.

V. Monthly SDVOB Contractor Compliance Report (“Monthly SDVOB Report”)

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the Recipient during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report on to the Recipient by the third business day following the end of each month over the term of this Contract. The Monthly SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor 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 Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, _____, am the authorized representative of _____.
Name of Representative Name of Contractor/Service Provider
I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status 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 and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with 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.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X

Contractor/Service Provider Representative

Attachment 2
New York State Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Staffing Plan

Municipality:	County:	Project No.:	Contract ID:
Service Provider Name:		Date:	

Report Includes – Please select one from the options below:

- ☐ Workforce utilized on this contract
- ☐ Contractor/subcontractor's total workforce

Reporting Entity – Please select one from the options below:

- ☐ Prime Service Provider
- ☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type):

Date:

Attachment 2
New York State Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Staffing Plan
INSTRUCTIONS

All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it no later than the date of execution of the contract to the Recipient's Minority Business Officer (MBO). Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** – A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES: The major job categories used in EEO Staffing Plan are as follows:

- **Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.
- **Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations.
- **Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.
- **Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.
- **Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.
- **Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.
- **Skilled Craftsmen** – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters.
- **Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers.
- **Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.
- **Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

See the bid packet at www.efc.ny.gov or your designated MBO for further guidance.

Attachment 3

Instructions for Completing and Submitting the Equal Employment Opportunity Workforce Utilization Report

The Equal Employment Opportunity (“EEO”) Workforce Utilization Report (“Report”) is used by contractors and subcontractors to report the actual workforce utilized in the performance of the contract broken down by job title for a particular reporting period. When the workforce utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce shall be included in the Report.

Instructions for Completing the Report

1. **Reporting Entity.** Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **Federal Employer Identification Number (“FEIN”).** Enter the FEIN assigned by the Internal Revenue Service (“IRS”) to the contractor or subcontractor for which the Report has been prepared. If the contractor or subcontractor uses a social security number instead of a FEIN, leave this field blank. The contractors and subcontractors for recipients of a grant only (such as an Engineering Planning Grant (EPG), a Water Infrastructure Improvement Act (WIIA) grant, or an Intermunicipal Grant Program (IMG) grant) do not need to fill out this section of the Report.
3. **Name.** Enter the name of the contractor or subcontractor for which the Report has been prepared.
4. **Address.** Enter the address of the contractor or subcontractor for which the Report has been prepared.
5. **Contract Number.** Enter the number of contract that the Report applies to, if applicable.
6. **Reporting Period / Month.** Check off the box that corresponds to the applicable quarterly or monthly (not both) reporting period for this Report. The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.
7. **Workforce Identified in Report.** Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
8. **Preparer’s Name, Preparer’s Title, Date.** Enter the name and title for the person completing the Report, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.
9. **Occupation Classifications (SOC Major Group) and SOC Job Title.** First, enter the applicable Occupation Classification (SOC Major Group) so a dropdown menu appears under SOC Job Title. Choose the SOC Job Title that best describes the worker.
10. **EEO Job Title and SOC Job Code.** The EEO Job Title and the SOC Job Code will automatically populate in the spreadsheet based upon the Occupation Classifications (SOC Major Group) and SOC Job Title selected. Please do not modify the information populated in these fields.

11. **Race/Ethnic Identification.** Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must 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 Report 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/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
 - **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
 - **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
 - **NATIVE 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.
12. **Number of Employees and Number of Hours.** Enter the number of employees and the total number of hours worked by such employees for each SOC Job Title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.
13. **Total Compensation.** Enter the total compensation paid to all employees for each SOC Job Title, each gender, and each racial/ethnic group. Contractors and subcontractors should report only compensation for work on the contract paid to employees during the period covered by the Report. Compensation should include only sums which must be reported in Box 1 of IRS Form W-2. The contractors and subcontractors for recipients of a grant only (such as an EPG, a WIIA, or an IMG grant) do not need to fill out this section of the Report.
14. **For EFC Use Only.** This section is for EFC use only and does not need to be filled out by the contractor/subcontractor.

Instructions for Submitting the Report

The Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis based on the calendar quarter for all other contracts, during the life of the contract.

EFC will provide a Report form in Excel format to the Recipient's Minority Business Officer ("MBO"). The Recipient's MBO is responsible for providing the Report form to all contractors. Each contractor is responsible for providing the Report form to all subcontractors.

Reports are to be submitted electronically in Excel format, using the Report form provided, within ten (10) days of the end of each month or quarter, whichever is applicable. For example, the January monthly Report for a construction contract is due by February 10th and the January – March quarterly Report for a non-construction contract is due by April 10th.

Once the Report form has been completed, each contractor/subcontractor must submit the Report form to EFC and the Recipient's MBO. The Report form must be submitted to EFC according to the following instructions:

1. Go to www.efc.ny.gov/eeoreporting.
2. Enter the requested information pursuant to the instructions on the page. Make sure to choose the correct applicable funding program (Clean Water State Revolving Fund (SRF), Drinking Water SRF, non-SRF Grant Only (e.g. EPG, WIIA, IMG)) and the correct reporting period (reporting

quarter for non-construction OR reporting month for construction). Enter the reporting period of the data, not the date it's submitted.

3. Submit your Report(s) pursuant to the instructions on the page.
4. If you are a contractor, use the naming convention provided by EFC (in the "For EFC Use Only" section of the Report form) for naming the file for upload (i.e., Funding Program – Project Number– Contractor short name (up to fifteen characters) – MWBE ID). The funding programs include CW (clean water SRF), DW (drinking water SRF), and GO (non-SRF grant only). If you are a subcontractor, use the naming convention provided by EFC and replace the contractor's short name with the first fifteen characters of the subcontractor's name, omitting any spaces or special characters.

Questions

If you have questions about or require assistance completing or submitting the Report, please contact EFC at mwbe@efc.ny.gov or 518-402-6924.

NYSEFC EEO Workforce Utilization Report

Reporting Entity	<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor
FEIN		
Contractor Name		
Contractor Address		
Contract Number		

Reporting Period - Select One			
<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30		
<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31		
Reporting Month - Select One			
<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March	
<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June	
<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September	
<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December	
Workforce Identified in Report			
<input type="checkbox"/> Workforce Utilized in Performance of Contract			
<input type="checkbox"/> Contractor/Subcontractor's Total Workforce			

Preparer's Name: _____

Preparer's Title: _____

Date: _____

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

[illegible]

For EFC Use Only		Municipality:	<input type="text"/>	MWBE ID	<input type="text"/>	Contract ID	<input type="text"/>	Contract Amount	<input type="text"/>
		Applicant	<input type="text"/>	Project No.	<input type="text"/>	Registration No.	<input type="text"/>	MWBE Eligible Contract Amount	<input type="text"/>
		Prime Contractor/Service Provider	<input type="text"/>	GIGP/EPG No.	<input type="text"/>	CFA No.	<input type="text"/>	EFC Representative	<input type="text"/>
		Program	<input type="text"/>	County	<input type="text"/>	Contractor Short Name	<input type="text"/>	Date Generated	<input type="text"/>

Attachment 4
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9, and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

Attachment 4
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
Complete if applicable:				
Authorized Representative:		Title:		
Authorized Rep. Company:		Email:	Phone #:	
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE <u>or</u> WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			MBE: % \$	MBE: % \$
			WBE: % \$	WBE: % \$
			Total: % \$	Total: % \$

Attachment 4
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION				
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:		For EFC Use:
		MBE (\$)	WBE (\$)	
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				

Attachment 4
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
SIGNATURE				

Attachment 4
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.

Date:

Name (Please Type):

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer (MBO):		Email:	Phone #:	
Address of MBO:				
Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:				
Address:		Phone #:	Fed. Employer ID #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request:				
Name:		Title:	Phone #:	E-mail:
Description of Work:			EFC MWBE GOAL Total	
Award Date:	Start Date:	Completion Date:	MBE: % \$	
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			WBE: % \$	
			Total: % \$	

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

1. ☐ **Full Waiver** (No MWBE participation)
2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

PROPOSED MWBE Participation

MBE: % \$

WBE: % \$

Total: % \$

3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. 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. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

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 accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE

Electronic Signature of Contractor:

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:

Attachment 6
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

Instructions:

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at www.efc.ny.gov.
- All** MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:		County:		Contract ID:		Month:	Year:	
Project No.:		GIGP/EPG No:		Registration No. (NYC only):				
Prime Contractor/Service Provider:				Award Date:		Start Date:		
Date all MWBE / SDVOB subs paid in full:								
Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:								
Last Month's Contract Amt: \$ Revised Contract Amt: \$ Change Order Amt: \$	MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals		Total Paid to Prime			
			MBE: % WBE: % Total: %	MBE Amt: \$ WBE Amt: \$ Total Amt: \$	Total Paid this Month: \$ Total Paid to Date: \$			
	SDVOB Eligible Amount \$		EFC SDVOB Goals					
			SDVOB 6 %	SDVOB Amt: \$				
NYS Certified MWBE / SDVOB Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
				Original	Revised			
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						

Attachment 6
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

Attachment 6
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: MWBE Only - Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

Attachment 6
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: <u>MWBE Only - Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: <u>MWBE Only - Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: <u>MWBE Only - Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Choose all that apply:</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> Other: <u>MWBE Only - Select Only One:</u> <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Additional Pages can be found at www.efc.ny.gov TOTAL						
Please explain any revisions and note the scope of work that new subcontractors will be providing. Please note that change orders over \$25K may require that good faith efforts be made to obtain additional participation:						

Attachment 7
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified SDVOB, please contact EFC for assistance.

The utilization of certified SDVOBs for non-commercially useful functions may not be counted towards utilization of certified SDVOBs in the Utilization Plan. SDVOB firms must be certified by NYS Office of General Services in order to be counted towards satisfaction of SDVOB participation goals.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE-SDVOB Representative.**

The subject heading of the e-mail to the EFC MWBE-SDVOB Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

Attachment 7
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
Complete if applicable:				
Authorized Representative:		Title:		
Authorized Rep. Company:		Email:	Phone #:	
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> SDVOB Please repeat information in the Utilization Plan below (Section 3).				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:	SDVOB GOAL Total	PROPOSED SDVOB Participation
Total Contract Amount: \$ SDVOB Eligible Contract Amount: \$ (Goals are applied to this amount and includes all change orders, amendments, & waivers)			Total: 6% \$	Total: % \$

Attachment 7
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION

This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
NYS Certified SDVOB Subcontractor Info		Participation:	For EFC Use:
		SDVOB (\$)	
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		

Attachment 7
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION continued			
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		
Name:	Fed. Employer ID#:		
Address:	DSDVBD Control #:		
Scope of Work:	Phone #:		
Full Subcontract Amount: \$	Email:		
Start Date:	Completion Date:		

SIGNATURE	
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all SDVOB subcontractors will perform a commercially useful function. Name (Please Type):	Date:

Attachment 8
NYS Environmental Facilities Corporation
Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE-SDVOB Representative.** The subject heading of the e-mail to the EFC MWBE-SDVOB Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial SDVOB waiver is requested, an SDVOB Utilization Plan must also be submitted for the amount of proposed SDVOB participation.

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer (MBO):		Email:	Phone #:	
Address of MBO:				
Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Address:		Phone #:	Fed. Employer ID #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request:				
Name:	Title:	Phone #:	E-mail:	
Description of Work:			EFC SDVOB GOAL Total	
Award Date:	Start Date:	Completion Date:	Total: 6 % \$	
Total Contract Amount: \$ SDVOB Eligible Contract Amount: \$ (SDVOB Goals are applied to this amount and includes all change orders, amendments, & waivers)				

Attachment 8
NYS Environmental Facilities Corporation
Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

SECTION 3: TYPE OF SDVOB WAIVER REQUESTED

1. ☐ **Full Waiver** (No SDVOB participation)
2. ☐ **Partial Waiver** (Less than the SDVOB goal; indicate below the proposed SDVOB participation)

PROPOSED SDVOB Participation

Total: % \$

3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, in which you solicited SDVOBs for the purposes of complying with your participation goal, with the dates of publication.
3. A list of firms found as a result of a search (by business description or commodity code) of OGS's SDVOB Directory and solicited for purposes of complying with your SDVOB participation goal.
4. Copies of faxes, letters, or e-mails sent to SDVOB firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of SDVOB firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each SDVOB firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to SDVOBs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

Attachment 8
NYS Environmental Facilities Corporation
Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

7. Documentation of any negotiations between you, the Contractor, and the SDVOBs undertaken for purposes of complying with your SDVOB participation goal.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where SDVOB firms were invited, attendance at SDVOB forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. The name and federal employee identification number of the manufacturer and distributor for EFC to search the SDVOB Directory.
13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

14. A letter of explanation containing information about the scope of work and why no SDVOB firms could be subcontracted to provide that service.

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 SDVOB compliance. In cases where EFC accepts a full or partial waiver of SDVOB participation goals, the waiver request will be posted to EFC's website.

SIGNATURE

Electronic Signature of Contractor:

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:

**STATEMENT ON SEXUAL HARASSMENT
PURSUANT TO STATE FINANCE LAW § 139-I**

DATE: ____/____/____

PROPOSER (FIRM): _____

STATE OF _____)
) ss.:
COUNTY OF _____)

Notary Public

Appendix F



New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

General Information All procurements by the Niagara Falls Water Board ("NFWB") in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the NFWB intended to influence a procurement) during a procurement - from the earliest notice of intent to solicit bids/proposals through final award and approval - must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate NFWB officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFWB will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the NFWB Executive Director and OGS.

Moreover, the statutes require the NFWB to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which offerors are required to

Instructions New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-Responsibility Determinations

Name of Bidder/Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?

☐ Yes ☐ No

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j?

☐ Yes ☐ No

¹ A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes

☐

No

☐

If yes to any of the above questions, provide details regarding the finding of non-responsibility below:

Governmental Entity: _____ Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Has any governmental entity terminated or withheld a procurement contract with the Bidder/ Proposer due to the intentional provision of false or incomplete information?

Yes

☐

No

☐

If yes, please provide details regarding the termination/withholding below:

Governmental Entity: _____ Date of Termination: _____

Basis for Termination: _____

(Add additional pages as necessary)

Bidder's/Proposer's Affirmation and Certification

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the NFWB with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____ Date: _____

(Signature of Person Certifying)

Print Name and Title: _____ Title: _____

Bidder/Proposer or Contractor/Consultant (Full Legal Name): _____

Address of Bidder/Proposer or Contractor/Consultant: _____

**NFWB's Right
to Terminate**

The NFWB reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFWB may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.