AGENDA
CHEMUNG COUNTY LEGISLATIVE MEETING
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, and III

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL OF LEGISLATORS
3. READING OF MINUTES OF PRECEDING MEETING UNLESS WAIVED
4. PRESENTATION OF PETITIONS AND COMMUNICATIONS
   Correspondence 09-01 through 09-14
5. PUBLIC COMMENTS
6. ACCEPTANCE OF WRITTEN COMMITTEE REPORTS
7. PRESENTATION OF RESOLUTIONS, MOTIONS AND NOTICES
   PREFERRED AGENDA ITEMS

22-430 Resolution declaring certain County-owned property as surplus
22-431 Resolution authorizing the standardization of boots for the Chemung County Deputy Sheriffs and Correction Officers
22-432 Resolution authorizing agreement with Jeffrey M. Wice on behalf of the Chemung County Legislature

AGREEMENTS

22-433 Resolution authorizing Task Order No. 23 with McFarland Johnson, Inc. on behalf of the Elmira Corning Regional Airport (Aircraft Rescue and Firefighting Building Rehabilitation Construction Observation and Administration Services)
22-434 Resolution amending agreement with NYS Industries for the Disabled, Inc. on behalf of the Chemung County Department of Buildings and Grounds
22-435 Resolution authorizing agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility
22-436 Resolution authorizing Memorandum of Understanding with Western New York Independent Living, Inc. and AIM Independent Living Center on behalf of the Chemung County Departments of Aging and Long Term Care and Social Services
Resolution authorizing agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility

Resolution authorizing agreement with White Glove Placement, Inc. on behalf of the Chemung County Nursing Facility

Resolution authorizing agreement with SRF Consulting Group, Inc. on behalf of the Chemung County Planning Department

Resolution authorizing application for and acceptance of New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling Program on behalf of the Chemung County Planning Department

Resolution authorizing application for and acceptance of New York State Local Waterfront Revitalization Program Grant on behalf of the Chemung County Planning Department

Resolution authorizing application for and acceptance of 2022 Zero-Emission Vehicle Infrastructure Grant Program from the New York State Department of Environmental Conservation on behalf of the Chemung County Planning Department and the Elmira-Chemung Transportation Council

Resolution authorizing application for and acceptance of 2022 Safe Streets and Roads for All Grant Program from the New York State Department of Transportation on behalf of the Chemung County Planning Department and Department of Public Works

Resolution extending agreement with Verizon Wireless on behalf of the Chemung County Central Service Department

Resolution authorizing agreement with Burke Group as recommended by the Single Rate Salary Advisory Committee

Resolution authorizing agreement with the Chemung County Industrial Development Agency on behalf of the Chemung County Executive

Resolution authorizing the expenditure of American Rescue Plan Act funds for the Harris Hill Runway Re-pavement Project, authorizing agreement with Highway Rehabilitation Corporation, and approving a budget transfer on behalf of the Chemung County Department of Public Works

Resolution authorizing the expenditure of American Rescue Plan Act funds for School Resource Officer and Special Patrol Officer Programs, authorizing agreement with Axon Enterprises, Inc., and approving a budget transfer on behalf of the Chemung County Sheriff

Resolution authorizing correction to the 2020, 2021, and 2022 tax roll in the Town of Big Flats (parcel 58.01-1-61.11)

Resolution authorizing transfers and appropriations by the County Executive

Resolution authorizing the Chemung County Treasurer to sell County-owned property to the former owners

Resolution authorizing the Chemung County Treasurer to accept the bids received at the public auction that concluded on August 17, 2022 for the
sale of various County-owned properties

BONDING

ADVERTISING FOR/AWARDING BIDS

22-453 Resolution authorizing advertisement for bids for Custodial Services at the Elmira Corning Regional Airport
22-454 Resolution authorizing Purchase Agreement with Ferrellgas on behalf of the Chemung County Department of Buildings and Grounds
22-455 Resolution authorizing Purchase Agreement with Thomson Reuters-Westlaw Publishing on behalf of the Chemung County Attorney
22-456 Resolution authorizing Purchase Agreement with Delacy Ford on behalf of the Chemung County Sheriff (2 patrol vehicles)
22-457 Resolution authorizing Purchase Agreement with Elderlee, Inc. on behalf of the Chemung County Department of Public Works (Guiderail)
22-458 Resolution authorizing Purchase Agreement with Arold Construction Company, Inc. on behalf of the Chemung County Department of Public Works (Cured In-Place Pipe Lining)
22-459 Resolution designating Emmons Metro, LLC as a sole source provider of pump station control panels and authorizing agreement with Emmons Metro, LLC on behalf of Chemung County Sewer District No. 1

PERSONNEL

22-461 Resolution re-creating part-time Account Clerk position on behalf of the Chemung County Department of Public Works
22-462 Resolution re-creating Public Works Specialist I/II position on behalf of the Chemung County Department of Public Works
22-463 Resolution re-creating Maintenance Worker II position on behalf of the Chemung County Sewer Districts
22-464 Resolution re-creating Maintenance Worker I position on behalf of the Chemung County Sewer Districts
22-465 Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility
22-466 Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services and Mental Hygiene
22-467 Resolution re-creating position as contained in the Staffing Plan for the Chemung County Jail (Correction Officer)

PUBLIC HEARING

MISCELLANEOUS

8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURNMENT
09-01 Schuyler County Resolution calling on Governor Kathy Hochul and the Office of Cannabis Management to take immediate action to stop the operation of unlicensed cannabis sales in NY State

09-02 Letter from NYS Agriculture and Markets re: $50,000 award to update Chemung County Agricultural & Farmland Protection Plan

09-03 Yates County Resolution proposing the repeal or amendment of election laws insofar as they adversely affect smaller counties

09-04 NYS Department of Taxation and Finance - List of Certified 2022 State Equalization Rates

09-05 Inter-County Association of WNY - Resolutions adopted and forwarded to Governor Kathy Hochul

09-06 Pubic Hearing Notice and Notice of Deviation re: Wedge Solar, LLC Project

09-07 Seneca County Resolution opposing NYS Legislation S.51001/A.41001 as an unconstitutional attack on rights of law abiding citizens by restricting legally authorized concealed carry gun permits & banning concealed carry in public

09-08 Allegany County Resolution urging Governor Kathy Hochul to amend paragraph C of General Municipal Law 209-B, subdivision 4, to allow ALS intercept agencies to bill directly

09-09 Orleans County Resolution proposing the repeal or amendment of election laws in so far as they adversely affect smaller counties

09-10 Orleans County Resolution in support of Senate Bill S9509 to eliminate the Farm Laborers Wage Board created through the Farm Workers Fair Labor Practice Act

09-11 Letter from Karen Tillotson, District Manager, CCS&W Conservation District re: Catherine Valley Trail Improvement Project
09-12 Chemung County Dept. of Aging and Long Term Care - Senior Vision Newsletter - September/October

09-13 Letter from Karen Tillotson, District Manager, CCS&W Conservation District re: Appropriation request for 2023

09-14 Legislative Report from the NYS Assembly Committee on Environmental Conservation

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Resolution declaring certain County-owned property as surplus

Resolution #: 22-430
Slip Type: OTHER
SEQRA status: False

Explain action needed or Position requested (justification):
Request resolution to approve disposition of excess, obsolete or broken Chemung County assets by means that are most beneficial to the county, which could be sale, recycling, transfer, scrap or landfill.

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Resolution authorizing the standardization of boots for the Chemung County Deputy Sheriffs and Correction Officers

Resolution #: 22-431
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Requesting a resolution authorizing the approval to standardize boots for the Deputy Sheriffs and Correction Officers to Bates, Danner, 5.11, and Under Armor footwear. Bids for the provision of boots will be sought.

Prior Resolution 11-399

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Resolution authorizing agreement with Jeffrey M. Wice on behalf of the Chemung County Legislature

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**Explain action needed or Position requested (justification):**

See attached.

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JEFFREY M. WICE  
461 E. OLIVE STREET  
LONG BEACH, NY 11561

July 27, 2022

PROPOSAL FOR REDISTRICTING SERVICES AND TRAVEL

I propose to enter into a contract with the County Legislature to assist with a County Legislative Redistricting Outreach Plan.

I would help develop an outreach plan to inform the public about the redistricting process, the county’s proposed map for 2023-2032, educational efforts on the need to enact a new map before the 2023 election cycle gets underway, information on changing the size of the county legislature, developing a media strategy, contacts to civic and local resident associations, and other outreach efforts as needed.

I would estimate that the total cost of these services would be between $1,500 to $6,000, depending on scope of project, plus reimbursement for any travel. I am amendable to a contract with a flat fee for a set maximum number of hours of time, or an hourly rate, or any combination of such terms.
Resolution authorizing Task Order No. 23 with McFarland Johnson, Inc. on behalf of the Elmira Corning Regional Airport (Aircraft Rescue and Firefighting Building Rehabilitation Construction Observation and Administration Services)

Resolution #: 22-433
Slip Type: OTHER
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization of McFarland Johnson's Task Order No. 23, Aircraft Rescue & Firefighting Building Rehabilitation Construction Observation and Administrative Services. MJ. Inc. shall provide the following services to Chemung County including administrative and observation services during construction. The project will be constructed by Chemung County with grant assistance from the Federal Aviation Administration Airport Improvement Program (AIP), and the grant assistance from the Federal Aviation Administration Airport Improvement Program (AIP), and the NYS Dept. of Transportation. The project consists of the renovation of an existing single-story 5,000 ft²+/-ARF building constructed in 1976. This project will address issues such as the building shell, mechanical, electrical, and plumbing systems, building entrance, floor plan layout and interior finishes. The timeline of this project is Fall 2022 through Fall 2023. The cost of this Task Order is $148,036.00.

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SCHEDULE A

Resolution # ____________________________
Approval Date __________________________
PIN # _________________________________
FAA AIP # ______________________________
MJ Project # 18302.23

TASK ORDER

AUTHORIZATION

NO. 23

PROJECT: Aircraft Rescue and Firefighting Building Rehabilitation Construction Observation and Administration Services Contract for Elmira Corning Regional Airport

DATE OF ISSUANCE: April 14, 2022

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Exhibit A, Scope of Work (7 pages plus attachments):

- Project Administration / Management
- Construction Administration
- Construction Observation
- Grant Administration

METHOD OF COMPENSATION: Cost Plus Fixed Fee, as indicated in the attached Exhibit B

This Task Order Amount No. 23 $148,036

Days or Dates To Complete This Task Order 12 Months

The Agreement for Professional Engineering Services between County of Chemung and McFarland-Johnson, Inc., for Professional Services at Elmira Corning Regional Airport, 5-year period, dated July 10th, 2017 shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and CLIENT.

ACCEPTED: __________________________________________________________________________

by ___________________________________________ by ________________________________
            James M Festa P.E.                      Christopher J Moss
            Chief Executive Officer                  County Executive

STAMP_ITEMNUMB
EXHIBIT A

SCOPE OF SERVICES

For

ELMIRA CORNING REGIONAL AIRPORT

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES

FOR THE

AIRCRAFT RESCUE AND FIREFIGHTING BUILDING REHABILITATION

PROJECT DESCRIPTION

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services to Chemung County (SPONSOR) including administrative and part-time resident observation services during the Construction Phase of the above project at the Elmira Corning Regional Airport. The project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation.

The project consists of the renovation of an existing single-story 5,000 ft² +/- aircraft rescue and firefighting (ARFF) building constructed in 1976. This project will address multiple issues such as the building shell, mechanical, electrical, and plumbing systems, building entrance, floor plan layout, and interior finishes.

Construction is expected to begin with multiple prime contractors in the Fall of 2022 and be completed by Fall of 2023. The ARFF facility will remain active throughout the project. It is anticipated that a staff of one Construction Inspector will be required on a part-time basis during construction. The cost of construction is estimated to be $2,250,000 based on a detailed estimate of construction cost.

Professional services to be provided by the CONSULTANT shall include the following:

A. ADMINISTRATION/PROJECT MANAGEMENT:

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of a pre-construction conference meeting and final inspection conference meeting as required by the FAA.

2. **Site Visits:** CONSULTANT's Project Manager and Project Engineer shall make visits to the site at intervals appropriate to the various stages of construction, as
SPONSOR deems necessary, in order to observe the progress and adherence to the Contract Documents of the various stages of the CONTRACTOR(s)' work. It is anticipated that the Project Manager and the Project Engineer will visit the site a maximum of three (3) times each during the construction period.

3. **Shop Drawings**: CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto. CONSULTANT will employ an Architect Subconsultant to perform reviews of all architectural submittals.

4. **Meetings**: CONSULTANT shall also be available for one (1) additional meeting other than meetings noted in Item 1 above. This administrative meeting may concern scheduling of operations with airport users and tenants or coordination of activities with the Airport’s Management and tenants. The Senior Engineer or Project Manager will also attend the construction progress meetings via teleconference throughout the construction contract period.

5. **Construction Management Plan**: A Construction Management Plan in accordance with FAA requirements will not be required for the project.

**B. CONSTRUCTION OBSERVATION:**

Construction observation services shall be provided by a competent part-time Construction Inspector (CI), familiar with airport operations at a facility similar to that of the SPONSOR’s.

1. **Applications for Payment**: Based on 1) CONSULTANT’s on site observations of work progress; 2) information provided by the CI; 3) review of the applications for payment including the accompanying data and schedules:

   a. CONSULTANT shall determine the amounts owing the CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT’s knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to
any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT’s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that he will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets requirements of the Contract Documents for which CONSULTANT is contractually responsible. CONSULTANT’s review of CONTRACTOR(s)’ work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.

2. **Construction Inspector Review:** Provide technical observation of construction by a part-time Construction Inspector (CI) who will also:
   
a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
   
b. Complete, review, and verify requests for periodic and final payments for CONTRACTOR(s).
   
   
d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
e. Conduct weekly project progress meetings on site with all interested parties, and coordinate documentation of these meetings.

3. **Progress Reports:** Submit monthly progress reports of construction activity and problems encountered as required by the SPONSOR, and the Federal Aviation Administration. FAA Form 5370-1, “Construction Progress and Inspection Report” will be utilized for this purpose.

4. **Contractor(s)' Completion Documents:** CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by CONTRACTOR(s).

5. **Inspection:** CONSULTANT shall perform an inspection and make a determination if the work is substantially complete is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR(s) and may give written notice to SPONSOR and the CONTRACTOR(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Section “B.1.b.”

6. **Completion Certificates:** Issue certificates of completion to the SPONSOR, the State of New York and the Federal Aviation Administration at the completion of construction.

7. **Limitation of Responsibility:** CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR(s), or of any Subcontractor or supplier, or any of the CONTRACTOR(s)' work, nor shall the CONSULTANT have the responsibility to supervise, direct, or control CONTRACTOR(s)' work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the CONTRACTOR(s).

8. **Limitations of Authority: (Construction Inspector)**
   a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CONSULTANT.
   b. Shall not exceed limitations of CONSULTANT’s authority as set forth in the agreement or the Construction Contract Documents.
   c. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR’s superintendent.
   d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the
construction unless such advice or directions are specifically required by the Contract Documents.

e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.

g. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site project CI representative is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

a. CONSULTANT's Project Diary

b. Inspector's Reports

c. Preparation of FAA Weekly Reports

d. Prime/Subcontractor Work Summary

e. Preparation of Material Acceptance Reports

f. Preparation of Certification and Testing Log Book

g. Review Subcontractor approval forms

h. Prepare statement of days charged on a weekly basis

i. Conduct Wage Rate Interviews with prime and/or subcontractors employees

j. Conduct project meetings with SPONSOR and Contractors

k. Field measure quantities

l. Collect and monitor weekly payrolls for Davis Bacon Act Compliance

m. Review and/or preparation of Periodic Payment Requests

n. Record deviations from the contract plans for preparation of Record Drawings

o. Preparation and review of Change Orders/Force Account Work
The Sponsor is responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport operations staff, including appropriate NOTAMs (Notice to Airmen).

10. **Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contract period. Construction inspection services will be provided on a part time basis for a total of 45 days during the 180 calendar day contract period, from late Fall of 2022 to Fall of 2023. Additionally, project initiation, administration and project closeout are anticipated to include 90 calendar days prior to the notice to proceed and 60 calendar days after project acceptance to complete the project records.

The fee contained in the Exhibit “B” is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

11. No asbestos, lead, hazardous materials, or contaminated soils investigations, abatement design, permitting, or monitoring services are included in this scope. Should this work become required by SPONSOR based on SPONSOR’s separate investigations or requirements, this contract may be amended to include these items of work.

**GRANT ADMINISTRATION / PROJECT CLOSEOUT:**

1. **Grant Administration**
   a. A Grant Administrator will be assigned to the Project.
   b. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agencies. The project duration requiring this task is estimated to be twelve (12) months.
   c. Grant Administration services provided herein apply to the construction observation phase only.
   d. Grant Administration services shall also include necessary reporting and processing of FAA required paperwork.
   e. The Grant Administrator will coordinate electronic transfer processing of federal funds on behalf of the SPONSOR, when requested by the SPONSOR.

2. **As-Built Survey:** An as-built survey of the project area and an AGIS survey submission will not be required.

3. **Closeout:** The grant closeout entails obtaining records from the SPONSOR and organizing the project documents to conform with FAA requirements for closing out a federally funded project. During the period from the submittal of the final
paperwork and the audit to close the project, the consultant will field any questions from the funding agencies as well as the SPONSOR.

4. **Record Plans:** Prepare and furnish two (2) hard copies, and one PDF electronic version, of the Record Plans for the completed project to the SPONSOR. Copies will also be provided to the federal and state funding agencies, if required. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector’s and contractor’s records. They are, however, not to be construed as being 100 percent accurate.

5. **Construction Testing and Quality Control Report:** A Construction Materials Testing and Quality Control Report for the completed project will not be required.

C. **SCHEDULE**

The CONSULTANT agrees to complete the work under this phase of the Agreement in a manner satisfactory to the SPONSOR within twelve (12) months after award of a construction contract and receipt of an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

The CONSULTANT agrees to perform the services during the Construction Inspection Portion of this agreement during the construction contract period estimated to be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Construction:</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td>7 @ 8 hrs.</td>
</tr>
<tr>
<td>Project Engineer:</td>
<td>7 @ 8 hrs.</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>5 @ 8 hrs.</td>
</tr>
<tr>
<td><strong>Construction Contract:</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td>15 @ 8 hrs.</td>
</tr>
<tr>
<td>Project Engineer:</td>
<td>6 @ 8 hrs.</td>
</tr>
<tr>
<td>Construction Inspector (Inspection)</td>
<td>45 @ 8 hrs.</td>
</tr>
<tr>
<td>Construction Inspector (Pay Apps)</td>
<td>12 @ 4 hrs.</td>
</tr>
<tr>
<td><strong>Post Construction:</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td>5 @ 8 hrs.</td>
</tr>
<tr>
<td>Project Engineer:</td>
<td>4 @ 8 hrs.</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>6 @ 6 hrs.</td>
</tr>
</tbody>
</table>

**NOTE:** THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.
ECRA - ARFF Rehab - Construction Administration
Exhibit B
Chemung County

April 2022

FEE SUMMARY

<table>
<thead>
<tr>
<th>CONSTRUCTION SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DIRECT TECHNICAL LABOR</td>
</tr>
<tr>
<td>2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN</td>
</tr>
<tr>
<td>Based on Percentage of Direct Salary Cost</td>
</tr>
<tr>
<td>(exclusive of Premium Pay) with the estimated</td>
</tr>
<tr>
<td>Percentage being 175.00 %</td>
</tr>
<tr>
<td>3. SUBTOTAL OF ITEMS 1 &amp; 2</td>
</tr>
<tr>
<td>4. FIXED FEE / PROFIT</td>
</tr>
<tr>
<td>5. DIRECT EXPENSES</td>
</tr>
<tr>
<td>6. SUBCONSULTANT COSTS</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>7. SUBCONTRACT COSTS - (ESTIMATE )</td>
</tr>
<tr>
<td>8. OVERTIME PREMIUM</td>
</tr>
<tr>
<td>9. TOTAL FEE ESTIMATE</td>
</tr>
<tr>
<td>10. TOTAL FEE FOR ALL SERVICES</td>
</tr>
</tbody>
</table>

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge
ECRA - ARFF Rehab - Construction Administration

Chemung County

April 2022

McFARLAND-JOHNSON LABOR RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>CURRENT AVG. RATE</th>
<th>PROJECT AVG. RATE</th>
<th>2022 MAX. RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President (VP)</td>
<td>$93.74</td>
<td>$96.74</td>
<td>$93.74</td>
</tr>
<tr>
<td>Division Director/Reg.Div.Director (DD)</td>
<td>$81.78</td>
<td>$84.40</td>
<td>$98.26</td>
</tr>
<tr>
<td>Senior Project Manager (SPM)</td>
<td>$76.92</td>
<td>$79.38</td>
<td>$83.00</td>
</tr>
<tr>
<td>Sr. Project Engineer (SPE)</td>
<td>$59.90</td>
<td>$61.82</td>
<td>$65.00</td>
</tr>
<tr>
<td>Project Engineer (PE)</td>
<td>$53.17</td>
<td>$54.87</td>
<td>$61.14</td>
</tr>
<tr>
<td>Senior Engineer (SE)</td>
<td>$44.20</td>
<td>$45.61</td>
<td>$51.20</td>
</tr>
<tr>
<td>Assistant Engineer (AE)</td>
<td>$36.12</td>
<td>$37.28</td>
<td>$41.80</td>
</tr>
<tr>
<td>Junior Engineer/Planner/Envmtl (JEP1)</td>
<td>$29.91</td>
<td>$30.87</td>
<td>$35.44</td>
</tr>
<tr>
<td>Junior Engineer/Planner/Envmtl (JEP2)</td>
<td>$31.67</td>
<td>$32.68</td>
<td>$34.86</td>
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<tr>
<td>Technician Supervisor (TS)</td>
<td>$47.98</td>
<td>$49.52</td>
<td>$49.40</td>
</tr>
<tr>
<td>Senior Technician (ST)</td>
<td>$36.82</td>
<td>$38.00</td>
<td>$40.04</td>
</tr>
<tr>
<td>Assistant Technician (AT)</td>
<td>$23.69</td>
<td>$24.45</td>
<td>$29.00</td>
</tr>
<tr>
<td>Junior Technician (JT)</td>
<td>$18.50</td>
<td>$19.09</td>
<td>$18.50</td>
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<tr>
<td>Resident Inspector (RI)</td>
<td>$51.03</td>
<td>$52.66</td>
<td>$52.32</td>
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<tr>
<td>Senior Inspector (SI)</td>
<td>$41.65</td>
<td>$42.98</td>
<td>$47.82</td>
</tr>
<tr>
<td>Inspector (I)</td>
<td>$40.04</td>
<td>$41.32</td>
<td>$40.04</td>
</tr>
</tbody>
</table>

Assume Notice to Proceed: 4/30/2022
Design Project Duration (months): 18
Assume Salary Escalation: 4.0%

<table>
<thead>
<tr>
<th>Year</th>
<th>Compounded Escalation Factor</th>
<th>% Work in year</th>
<th>Effective %</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>1.000</td>
<td>20.0%</td>
<td>20.0%</td>
</tr>
<tr>
<td>2023</td>
<td>1.040</td>
<td>80.0%</td>
<td>83.2%</td>
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<tr>
<td>2024</td>
<td>1.082</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

100.0% 103.2%
ECRA - ARFF Rehab - Construction Administration

Chamung County

April 2022

DIRECT COSTS

<table>
<thead>
<tr>
<th>CONSTRUCTION SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Related Costs:</td>
</tr>
<tr>
<td>$7,796</td>
</tr>
</tbody>
</table>

Vehicle Cost Plus Fuel
Lodging and Meals
Per Diem

Reproduction

- CADD Plots
- Prints
- Photocopies

Photo Costs

Telephone/Fax:

Postal/Delivery

Miscellaneous

$7,796
CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending agreement with NYS Industries for the Disabled, Inc. on behalf of the Chemung County Department of Buildings and Grounds

Resolution #: 22-434
Slip Type: CONTRACT
SEQRA status: State Mandated False

Explain action needed or Position requested (justification):
The Superintendent of Buildings & Grounds is requesting an amendment to the agreement with NYS Industries for the Disabled, Inc. (NYSID) for janitorial services at various Chemung County buildings during the period of 07/01/22 through 06/30/23, Resolution 22-340, due to an increase in the NYS Dept. of Labor Published Prevailing Wage Schedules, increasing contract $14,897.45 annually.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPABILITIES_COUNTY_OF_CHEMUNG_PRICE_CONCURRENCE_LETTER_7-1-2022-6-30-2023.pdf</td>
<td>Capabilities Chemung County Price</td>
<td>Cover Memo</td>
<td>8/9/2022</td>
</tr>
<tr>
<td>Copy_of_Copy_of_2022-2023_NYSID_form_3_County_(002)<em>dw</em>(003).xlsx</td>
<td>2022-2023 NYSID Form 3</td>
<td>Cover Memo</td>
<td>8/9/2022</td>
</tr>
</tbody>
</table>
Date Sent: August 1, 2022
Contracting Agency: County of Chemung
Customer Contact: Angie Cavaluzzi
Job Title: Administrative Assistant
Street Address: 217 Madison Avenue
City, State Zip: Elmira, NY 14901
Phone: 607-737-2833 Fax# - E-Mail: ACavaluzzi@co.chemung.ny.us

Member Agency: Capabilities, Inc.
Service: Janitorial
Location: Several Locations
Proposed Price: $216,747.23/One year
$18,062.27/Per month with prevailing wage adjustments, as mandated
$19.60/Per hour - Emergency Services

If a Renewal, Current Contract #: TBD
Proposed Term: 7/1/2022-6/30/2023

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Witko, Donna
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: dwitko@nysid.org
Phone: 518-463-9706
Ext.: 217
Fax: [Staff Assignment Fax]

Authorized Signature:
NYSID Account Representative: Werder, Margie
Printed Name: Job Title:
Date:

See attached documents in lieu of signed form
### NYS OGS PREFERRED SOURCE SERVICE APPLICATION

#### FORM 3

**Service Cost Summary**

**Preferred Source Facilitating Entity** | **NYSID**
---|---
**Purchasing Agency Name** | County of Chemung
**Appication Date** | 7/12/2022
**Contact Name** | Angela Cavaluzzi
**Contact Email** | acavaluzzi@co.chemung.ny.us
**Contact Phone Number** | 607-737-2833
**Contact Street Address** | 217 Madison Avenue
**City, State, Zip Code** | Elmira Heights, NY 14901
**Project Name** | Janitorial Services
**Proposed Start Date** | 7/1/2022

### Project Information

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Laborers</td>
<td>5</td>
<td>6,656.00</td>
<td>$15.40</td>
<td>$102,502.40</td>
</tr>
<tr>
<td>Working Site Supervisor</td>
<td>1</td>
<td>1,326.00</td>
<td>$15.40</td>
<td>$20,420.40</td>
</tr>
<tr>
<td><strong>Disabled/Blind Labor Total</strong></td>
<td></td>
<td><strong>Total FTE</strong></td>
<td><strong>Total Hours</strong></td>
<td><strong>Total Annual Hours</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.0933</td>
<td>7,982.00</td>
<td>1950</td>
</tr>
<tr>
<td><strong>Direct Disabled/Blind Wages Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Site Supervisor</td>
<td>1</td>
<td>530.40</td>
<td>$15.40</td>
<td>$8,168.16</td>
</tr>
<tr>
<td><strong>Non-Disabled/Sighted Labor Total</strong></td>
<td></td>
<td><strong>Total FTE</strong></td>
<td><strong>Total Hours</strong></td>
<td><strong>Total Annual Hours</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.2720</td>
<td>530.40</td>
<td>1950</td>
</tr>
<tr>
<td><strong>Direct Non-Disabled/Sighted Wages Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Disabled/Blind Labor Ratio:** Percentage Disabled Labor Hours

- **93.7691%**

**FTEs (Direct Disabled Labor):**

- **4.0933**

**FTEs (Total Direct Labor):**

- **4.3653**

**Total Direct Disabled/Blind Labor Hours:**

- **7,982.00**

**Total All Direct Labor Hours:**

- **8,512.40**

**DIRECT LABOR WORKFORCE AFFIRMATION (Please select from the drop-down box below)**

- The provision of all services included in this application requires a total of 10 or fewer FTEs of direct labor. A majority of the total direct labor hours will be worked by employees who are severely disabled, blind, or visually impaired.
<table>
<thead>
<tr>
<th>Preferred Source Facilitating Entity</th>
<th>NYSID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purchasing Agency Name</strong></td>
<td>County of Chemung</td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td>Angela Cavaluzzi</td>
</tr>
<tr>
<td><strong>Contact Email</strong></td>
<td><a href="mailto:acavaluzzi@co.chemung.ny.us">acavaluzzi@co.chemung.ny.us</a></td>
</tr>
<tr>
<td><strong>Contact Phone Number</strong></td>
<td>607-737-2833</td>
</tr>
<tr>
<td><strong>Contact Street Address</strong></td>
<td>217 Madison Avenue</td>
</tr>
<tr>
<td><strong>City, State, Zip Code</strong></td>
<td>Elmira Heights, NY 14901</td>
</tr>
<tr>
<td><strong>Project Name</strong></td>
<td>Janitorial Services</td>
</tr>
<tr>
<td><strong>Proposed Start Date</strong></td>
<td>7/1/2022</td>
</tr>
</tbody>
</table>

I do so affirm the accuracy of the disabled direct labor ratio selected above.

Type or Print Name: DONNA MARIE WITKO

Signature: Donna Marie Witko
**NYS OGS PREFERRED SOURCE SERVICE APPLICATION**

**FORM 3**

**Service Cost Summary**

<table>
<thead>
<tr>
<th>Purchasing Agency Name</th>
<th>County of Chemung</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Application Date</strong></td>
<td>7/12/2022</td>
</tr>
</tbody>
</table>

**Contact Information**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Angela Cavaluzzi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email</td>
<td><a href="mailto:acavaluzzi@co.chemung.ny.us">acavaluzzi@co.chemung.ny.us</a></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>607-737-2833</td>
</tr>
<tr>
<td>Contact Street Address</td>
<td>217 Madison Avenue</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Elmira Heights, NY 14901</td>
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</tbody>
</table>

**Project Information**

<table>
<thead>
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<th>Project Name</th>
<th>Janitorial Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed Start Date</strong></td>
<td>7/1/2022</td>
</tr>
</tbody>
</table>

### Indirect Disabled/Blind Labor

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Site Supervisor</td>
<td>1</td>
<td>234.00</td>
<td>$16.88</td>
<td>$3,949.92</td>
</tr>
</tbody>
</table>

**Total Indirect Disabled/Blind Labor**

- FTE: 0.1200
- Hours: 234.00
- Total Wages: $3,949.92
- Total Indirect Disabled/Blind Wages: $3,949.92

### Indirect Non-Disabled/Sighted Labor

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Site Supervisor</td>
<td>1</td>
<td>93.60</td>
<td>$16.88</td>
<td>$1,579.97</td>
</tr>
<tr>
<td>Program Manager Oversight</td>
<td>1</td>
<td>732.04</td>
<td>$16.88</td>
<td>$12,356.88</td>
</tr>
</tbody>
</table>

**Total Indirect Non-Disabled/Sighted Labor**

- FTE: 0.4234
- Hours: 825.64
- Total Wages: $13,936.84
- Total Indirect Non-Disabled/Sighted Wages: $13,936.84

**Total Indirect Labor**

- Total FTE: 0.5434
- Total Hours: 1,060.64
- Total Wages: $17,886.76
- Total Indirect Labor Total: $148,977.72

### Fringe Benefits (Excluding Article 9 Supplemental Benefits)

<table>
<thead>
<tr>
<th>Benefit Type</th>
<th>Rate</th>
<th>Disabled/Blind Labor Total</th>
<th>Non-Disabled/Sighted Labor Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>0.0431</td>
<td>$5,468.21</td>
<td>$952.73</td>
<td>$6,420.94</td>
</tr>
<tr>
<td>FICA</td>
<td>0.0765</td>
<td>$9,705.76</td>
<td>$1,691.03</td>
<td>$11,396.80</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>0 $</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>0 $</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Disability</td>
<td>0.0036</td>
<td>$456.74</td>
<td>$79.58</td>
<td>$536.32</td>
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<tr>
<td>Unemployment Insurance</td>
<td>0.00127</td>
<td>$161.13</td>
<td>$28.07</td>
<td>$189.20</td>
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</table>

**Total Fringe Benefits (Excluding Article 9 Supplemental Benefits): $15,791.85**

**Total Fringe Benefits: $18,543.26**

### Article 9 Supplemental Benefits

<table>
<thead>
<tr>
<th>Employee/Job Title</th>
<th># of Hours</th>
<th>Supplemental Benefit Rate</th>
<th>Disabled/Blind Labor Total</th>
<th>Non-Disabled/ Sighted Labor Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disabled/ Blind Direct</td>
<td>8,512.40</td>
<td>$0.21</td>
<td>$1,787.60</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Disabled/ Blind Direct</td>
<td>8,512.40</td>
<td>$1.27</td>
<td>$10,810.75</td>
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<td></td>
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<tr>
<td>Non- Disabled/ Sighted Direct</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

- $0

**Date Revised:** 02/03/2020

**Page 3 of 13**
## Project Information

- **Purchasing Agency Name**: County of Chemung
- **Application Date**: 7/12/2022
- **Contact Name**: Angela Cavaluzzi
- **Contact Email**: acavaluzzi@co.chemung.ny.us
- **Contact Phone Number**: 607-737-2833
- **City, State, Zip Code**: Elmira Heights, NY 14901
- **Project Name**: Janitorial Services
- **Proposed Start Date**: 7/1/2022

## Fringe Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Fringe Benefits (Excluding Article 9 Supplemental Benefits)</th>
<th>Article 9 Supplemental Benefits</th>
<th>Total All Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disabled/ Blind Labor</td>
<td>$15,791.85</td>
<td>$12,598.35</td>
<td>$28,390.20</td>
</tr>
<tr>
<td>Non-Disabled/ Sighted Labor</td>
<td>$2,751.41</td>
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<td>$2,751.41</td>
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</table>

**Total All Benefits**: $31,141.61

## Summary

- **Total Supplemental Benefits**: $12,598.35

## Insurance

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Cost</th>
<th>Total Insurance</th>
</tr>
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</table>

**Total All Wages + Benefits**: $180,119.33

Date Revised 02/03/2020
## Preferred Source Facilitating Entity

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl Gloves</td>
<td>1050.00</td>
<td>$0.28</td>
<td>$294.84</td>
</tr>
<tr>
<td>Easy Paks</td>
<td>3.00</td>
<td>$28.44</td>
<td>$85.32</td>
</tr>
<tr>
<td>Bissell Vacuum Bags</td>
<td>500.00</td>
<td>$1.02</td>
<td>$510.00</td>
</tr>
<tr>
<td>VU Vacuum Bags</td>
<td>44.00</td>
<td>$1.40</td>
<td>$61.60</td>
</tr>
<tr>
<td>Royale Vacuum Bags</td>
<td>4.00</td>
<td>$3.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Cheri-boi</td>
<td>22.00</td>
<td>$1.61</td>
<td>$35.42</td>
</tr>
<tr>
<td>Comet</td>
<td>22.00</td>
<td>$2.72</td>
<td>$60.84</td>
</tr>
<tr>
<td>Glance Gloss (jugs)</td>
<td>3.00</td>
<td>$82.38</td>
<td>$247.14</td>
</tr>
<tr>
<td>Citrus Stripe (5 gal ju)</td>
<td>7.00</td>
<td>$74.95</td>
<td>$524.65</td>
</tr>
<tr>
<td>Triad Disinfectant (5 L jug)</td>
<td>2.00</td>
<td>$40.06</td>
<td>$80.12</td>
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<tr>
<td>Wall Power</td>
<td>3.00</td>
<td>$0.79</td>
<td>$2.37</td>
</tr>
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</table>

Subtotal $1,931.30

## Total Supplies and Non-Amortized Equipment

Subtotal $1,931.30

## Other Costs

Subtotal $-

Total Other Cost $-

Date Revised 02/03/2020
<table>
<thead>
<tr>
<th>Preferred Source Facilitating Entity</th>
<th>NYSID</th>
<th>Application Date</th>
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<tbody>
<tr>
<td>County of Chemung</td>
<td></td>
<td>7/12/2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchasing Agency Name</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Contact Email</td>
</tr>
<tr>
<td>Contact Phone Number</td>
</tr>
<tr>
<td>Contact Street Address</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
</tr>
<tr>
<td>Project Name</td>
</tr>
<tr>
<td>Proposed Start Date</td>
</tr>
</tbody>
</table>

$ 182,050.63
### Service Cost Summary

**Purchasing Agency Name:** County of Chemung  
**Application Date:** 7/12/2022

**Contact Name:** Angela Cavaluzzi  
**Contact Email:** acavaluzzi@co.chemung.ny.us

**Contact Phone Number:** 607-737-2833  
**Contact Street Address:** 217 Madison Avenue  
**City, State, Zip Code:** Elmira Heights, NY 14901

**Project Name:** Janitorial Services  
**Proposed Start Date:** 7/1/2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate %</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Overhead</td>
<td>14.00%</td>
<td>$26,360.57</td>
</tr>
<tr>
<td>Subtotal With Overhead</td>
<td></td>
<td>$208,411.20</td>
</tr>
<tr>
<td>Preferred Source Fee</td>
<td>4.00%</td>
<td>$8,336.03</td>
</tr>
<tr>
<td>Subtotal With Overhead and Fees</td>
<td></td>
<td>$216,747.23</td>
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</tbody>
</table>

**Contract Total:** $216,747.23

**Initial Contract Term (In Years):** 1  
**Annual Total:** $216,747.23

**Options for Extension:**

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<tr>
<th>Description</th>
<th>Term</th>
<th>Frequency</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**Cost Escalator (If applicable):**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Monthly Total:** $18,062.27
### Project Information

- **Purchasing Agency Name**: County of Chemung
- **Date**: 6/25/2021
- **Contact Name**: Angela Cavaluzzi
- **Contact Email**: acavaluzzi@co.chemung.ny.us
- **Contact Phone Number**: 607-737-2833
- **Contact Street Address**: 217 Madison Avenue
- **City, State, Zip Code**: Elmira Heights, NY 14901
- **Project Name**: Janitorial Services
- **Proposed Start Date**: 7/1/2021

---

### Disabled/Blind Labor

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Laborer</td>
<td>1.00</td>
<td>1.00</td>
<td>$ 15.40</td>
<td>$ 15.40</td>
</tr>
</tbody>
</table>

**Total FTE** 0.0005  **Total Hours** 1.00  **Total Annual Hours** 1950  **Total Wages** $ 15.40  **Direct Disabled/Blind Wages Total** $ 15.40

---

### Non-Disabled/Sighted Labor

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
</table>

**Total FTE** 0.0000  **Total Hours** 1950  **Total Annual Hours** 1950  **Total Wages** $ -  **Direct Non-Disabled/Sighted Wages Total** $ -

---

**Total All Direct Labor Wages** $ 15.40
# NYS OGS
## PREFERRED SOURCE SERVICE APPLICATION
### FORM 3
#### Emergency Services

**Indirect Disabled/Blind Labor**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total FTE</th>
<th>Total Hours</th>
<th>Total Wages</th>
<th>Indirect Disabled Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0000</td>
<td>-</td>
<td>$</td>
<td>$</td>
</tr>
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</table>

**Indirect Non-Disabled/Sighted Labor**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Estimated Number of Employees</th>
<th>Number of Hours</th>
<th>Hourly Wage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total FTE</th>
<th>Total Hours</th>
<th>Total Wages</th>
<th>Indirect Non-Disabled Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0000</td>
<td>-</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total All Indirect Labor Wages**

- $ 

**Total All Wages**

- $ 15.40

---

### Fringe Benefits (Excluding Article 9 Supplemental Benefits)

<table>
<thead>
<tr>
<th>Benefit Type</th>
<th>Rate</th>
<th>Disabled/ Blind Labor Total</th>
<th>Non-Disabled/ Sighted Labor Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>0.0431</td>
<td>$ 0.66</td>
<td>$ -</td>
<td>$ 0.66</td>
</tr>
<tr>
<td>FICA</td>
<td>0.0765</td>
<td>$ 1.18</td>
<td>$ -</td>
<td>$ 1.18</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>0</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Life Insurance</td>
<td>0</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Disability</td>
<td>0.0036</td>
<td>$ 0.06</td>
<td>$ -</td>
<td>$ 0.06</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>0.00127</td>
<td>$ 0.02</td>
<td>$ -</td>
<td>$ 0.02</td>
</tr>
<tr>
<td>MTA Tax (If applicable)</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Total Fringe Benefits (Excluding Article 9 Supplemental Benefits)</td>
<td>$ 1.92</td>
<td>$ -</td>
<td>$ 1.92</td>
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</table>

### Article 9 Supplemental Benefits

<table>
<thead>
<tr>
<th>Employee/Job Title</th>
<th># of Hours</th>
<th>Supplemental Benefit Rate</th>
<th>Disabled/ Blind Labor Total</th>
<th>Non-Disabled/ Sighted Labor Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Fringe Benefits (Excluding Article 9 Supplemental Benefits)</td>
<td>Article 9 Supplemental Benefits</td>
<td>Total All Benefits</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------------------------------------------</td>
<td>---------------------------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Disabled/ Blind Labor</td>
<td>$ 1.92</td>
<td>$ 1.48</td>
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</tr>
<tr>
<td>Non- Disabled/ Sighted Labor</td>
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<td>$ -</td>
<td>$ -</td>
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</tr>
<tr>
<td>Total All Benefits</td>
<td></td>
<td></td>
<td>$ 3.40</td>
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</tr>
</tbody>
</table>

Total All Wages + Benefits

$ 18.80

Summary Total Other Insurance

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Cost</th>
<th>Total Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

$ -
### Equipment Amortization Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Cost</th>
<th>Useful Life/Years</th>
<th>Prorated/Annual Cost</th>
<th>Total Equipment Amortization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Subtotal</td>
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</table>

### Equipment Operating Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas and Oil</td>
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</tr>
<tr>
<td>Maintenance</td>
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</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Other (Specify)</td>
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<td>-</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
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</table>

### Supplies and Non-Amortized Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Cost</th>
</tr>
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<tr>
<td></td>
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</tr>
<tr>
<td>Subtotal</td>
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<td>$</td>
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</table>

### Total Supplies and Non-Amortized Equipment

$ -

### Other Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$</td>
<td>-</td>
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</tbody>
</table>

### Total Other Costs

$ -
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate %</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Overhead</td>
<td>4.25%</td>
<td>$ 0.80</td>
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<td>Subtotal With Overhead</td>
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<td>$ 19.60</td>
</tr>
<tr>
<td>Preferred Source Fee</td>
<td></td>
<td>WAIVE FEE</td>
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<tr>
<td>Subtotal With Overhead and Fees</td>
<td></td>
<td>$ 19.60</td>
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<table>
<thead>
<tr>
<th>Overhead and Fees</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal With Overhead and Fees</td>
<td></td>
<td>$ 19.60</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Term</th>
<th>Frequency</th>
<th>Annual Total</th>
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<tbody>
<tr>
<td>1</td>
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<td>$ 19.60</td>
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<table>
<thead>
<tr>
<th>Term</th>
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<th>Monthly Total</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>
## Proposed Pricing for 2022-2023 Janitorial Services

<table>
<thead>
<tr>
<th>Building</th>
<th>Annual $</th>
<th>Annual in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Board of Elections</td>
<td>$13,004.83</td>
<td>Thirteen thousand and four dollars and 83/100</td>
</tr>
<tr>
<td>2 Buildings &amp; Grounds</td>
<td>$4,334.94</td>
<td>Four thousand three hundred thirty four dollars and 94/100</td>
</tr>
<tr>
<td>3 Clerk’s Building</td>
<td>$21,674.72</td>
<td>Twenty one thousand six hundred seventy four dollars and 72/100</td>
</tr>
<tr>
<td>4 County Attorney (Treasurer’s Bldg - 1st Floor)</td>
<td>$6,502.42</td>
<td>Six thousand five hundred and two dollars and 42/100</td>
</tr>
<tr>
<td>5 Courthouse</td>
<td>$21,674.72</td>
<td>Twenty one thousand six hundred and seventy four dollars and 72/100</td>
</tr>
<tr>
<td>6 District Attorney</td>
<td>$6,502.42</td>
<td>Six thousand five hundred and two dollars and 42/100</td>
</tr>
<tr>
<td>7 Department of Public Works</td>
<td>$17,339.78</td>
<td>Seventeen thousand three hundred thirty nine dollars and 78/100</td>
</tr>
<tr>
<td>8 Hazlett</td>
<td>$58,521.75</td>
<td>Fifty eight thousand five hundred twenty one dollars and 75/100</td>
</tr>
<tr>
<td>9 Justice Building</td>
<td>$32,512.08</td>
<td>Thirty two thousand five hundred twelve dollars and 08/100</td>
</tr>
<tr>
<td>10 Public Defender</td>
<td>$4,334.94</td>
<td>Four thousand three hundred thirty four dollars and 94/100</td>
</tr>
<tr>
<td>11 Treasurer’s Building (except County Attorney)</td>
<td>$23,842.20</td>
<td>Twenty three thousand eight hundred forty two dollars and 20/100</td>
</tr>
<tr>
<td>12 Youth Bureau</td>
<td>$6,502.42</td>
<td>Six thousand five hundred and two dollars and 42/100</td>
</tr>
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</table>

**Total Annual Cost:** $216,747.23

Two hundred sixteen thousand seven hundred forty seven dollars and 23/100

### Additional Work Price per Hour: Special Requests

- **Price per Hour for Emergency Services:** $19.60
Resolution authorizing agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility

<table>
<thead>
<tr>
<th>Resolution #:</th>
<th>22-435</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slip Type:</td>
<td>CONTRACT</td>
</tr>
<tr>
<td>SEQRA status</td>
<td>False</td>
</tr>
<tr>
<td>State Mandated</td>
<td>False</td>
</tr>
</tbody>
</table>

**Explain action needed or Position requested (justification):**

Requesting resolution for approval to enter into agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility to supplement staffing levels in order to comply with the NYS Legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations. Previous contract staffing resolution 22-348.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMG_Services_Agreement.pdf</td>
<td>CMG Services Agreement</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
</tbody>
</table>
AGREEMENT, made effective as of July 25, 2022 between CMG CIT Acquisition, LLC, d/b/a CoreMedical Group ("CMG") with offices at 655 South Willow Street, Suite 128, Manchester, NH 03103 and

Chemung County Nursing Facility ("Client") with offices at
103 Washington St
Elmira, NY

Whereas CMG is in the business of locating and placing on a temporary basis for clients, according to their specifications, health care personnel (hereinafter used in the plural to refer to one or more such personnel) to provide services to such clients, and performing as stated herein; and

Whereas Client from time to time desires the services of one or more of such health care personnel; and

Whereas CMG and Client wish to enter into an agreement pursuant to which CMG will arrange with such health care personnel for them to provide their services to Client;

NOW, THEREFORE in consideration of the covenants and agreements contained herein, CMG and Client agree as follows:

1. DESCRIPTION OF SERVICES
   A. CMG shall, upon request of Client, refer health care personnel ("CMG Professionals") to meet Client's temporary staffing requirements. Client is not obligated to use CMG exclusively for temporary staffing nor is CMG required to provide CMG Professionals or other service solely or exclusively to Client. CMG's duty to make referrals hereunder is subject to the availability of CMG Professionals, as determined by CMG in its sole discretion. Accordingly, the inability of CMG to fill Client's requested temporary staffing needs shall not constitute a breach of this Agreement.
   B. CMG will seek CMG Professionals for Client meeting the qualifications, experience, and requirements set forth by Client and given to CMG either verbally or in writing. To assist CMG in its compliance with the Joint Commission's standards, Client must provide CMG with copies of job descriptions applicable to the health care personnel requested, if applicable and available. Client shall have the right to conduct a telephone interview with each CMG Professional referred to Client no later than twenty-four (24) hours from the time of submission of the CMG Professional to Client. Client shall interview and select, based upon its evaluation of potential candidates, appropriate CMG Professionals for the contract assignments. Client shall have the right to reject any referred CMG Professional if Client determines the referred CMG Professional does not meet its specifications.
   C. CMG's sole obligation hereunder shall be to recruit and provide to Client the CMG Professionals selected by Client in accordance with the requests of Client from time to time. If any CMG Professional fails or refuses to perform the services requested by the Client or the Client determines that the CMG Professional has failed to perform such services in a manner satisfactory to the Client, the Client's sole and exclusive remedy shall be the removal of the CMG Professional by CMG at the Client's direction, and, CMG shall use its reasonable efforts to locate a replacement for the removed CMG Professional if so requested by the Client.

2. ACCEPTANCE OF SERVICES
   A. Client's Healthcare Professional Manager or other Client designated agent shall review for approval weekly the time records of CMG Professional(s) utilizing CMGs online timcard procedure or equivalent form provided by the Client. Client must account for all hours up to the minimum hours guaranteed, including, but not limited to approved time off, low census, unplanned absence, etc. Hours below the guaranteed minimum which are unaccounted for on the weekly time record will be presumed Call Off hours (pursuant to section 35. Fees).
   B. Client's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both Client's electronic signature and electronic signature of CMG Professional(s) thereon and such approval shall constitute acceptance of the work performed by CMG Professional(s) and client's agreement to pay CMG according to the terms stated herein. Nothing herein shall eliminate Client's obligation to pay CMG for any services provided by CMG Professionals which client has approved by any other manner or which have otherwise been performed by CMG Professionals in accordance with this Agreement. All adjustments to time records must be submitted prior to the completion of the Assignment (as hereinafter defined).
   C. Client agrees to assign a designated Client Representative to CMG to report to CMG all hours worked by each CMG Professional, on a time schedule mutually agreed upon between CMG and the Client. Client shall forward to CMG electronic documentation of all hours worked by CMG Professionals on a mutually agreed time schedule.
3. LENGTH OF ASSIGNMENT
   A. CMG will provide and Client will accept, CMG Professionals based on Client’s staffing needs and subject to employment qualifications for contractual assignments of a minimum of thirteen (13) weeks in duration (the “Assignment”).
   B. Client may extend the length of the Assignment by such periods as may be mutually agreed to by Client, CMG and the affected CMG Professional.

4. BILLING AND PAYMENT
   A. CMG will bill Client in accordance with section 35. Fees, through invoices issued to Client in arrears on a weekly basis for services provided by CMG Professionals and associated costs, as approved by Client, except that CMG has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Payment to CMG will be due upon receipt of such invoice. Any late invoicing by CMG shall not affect the obligation of Client to pay for the services covered by that invoice. Please remit checks to: CoreMedical Group, P.O. Box 306478, Nashville, TN 37230-6478.
   B. All invoices must be paid within the terms of the Agreement. Any questions regarding invoices must be communicated to CMG prior to payment. No adjustments will be made for short payment on invoices.
   C. A finance charge of 18% per annum will be added to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful amount, the interest due will be the maximum rate permitted by law.
   D. Payments received by CMG from Client shall be applied in the following order against amounts owed by Client to CMG (i) to the payment of any costs of collection incurred by CMG (including any attorney’s fees and expenses); (ii) to any late fees and/or penalties; and (iii) to the payment of fees for services rendered by CMG to Client pursuant to this agreement.
   E. Client and CMG acknowledge and agree that CMG shall not be deemed to have notice of any dispute by Client regarding the amounts owed to CMG for the performance of its services hereunder unless such dispute is set forth in writing by Client and delivered via certified mail to CoreMedical Group, c/o Accounts Receivable Department, 655 South Willow Street, Suite 128, Manchester, NH 03103. Any settlement of any such dispute must be in writing signed by CMG or it will not be binding upon CMG. Client authorizes CMG to deposit and receive payments marked “paid in full” or “full satisfaction and discharge” or words of similar imports, apply the amounts received to the Client’s outstanding indebtedness to CMG and proceed against Client for the remainder of the full amount owed by client as set forth in CMG’s invoices to Client, notwithstanding anything to the contrary.
   F. CMG may upon mutual agreement pay certain bonuses to CMG Professionals on Client’s behalf. Any such bonuses will be billed to Client by CMG plus any applicable taxes, insurances or other standard payroll burdens.
   G. Client Billing Contact Info:
   | Invoice Attention To: |
   | Invoice Recipient Email: |
   | Billing Address: |
   | City: | State: |
   | Zip: |
   | Accounts Payable Contact: |
   | Accounts Payable Email: |
   | Accounts Payable Phone: |

5. INDEPENDENT CONTRACTOR
   As the provider of staffing services, CMG is the direct employer of the assigned CMG Professional under Labor Law. However, once the CMG Professional enter the premises of Client, they become borrowed service provider(s) of the Client for management and control.

6. QUALIFICATIONS AND SCREENING OF CMG PROFESSIONALS
   A. Client will be provided with background information on each referred CMG Professional, including a resume, CMG self-assessment skills inventory, and references for review in consideration for any open positions. Client shall additionally conduct a clinical interview to further evaluate a CMG Professional’s competency as it relates to the open position.
   B. Any offer of employment from Client is contingent upon CMG Professional passing CMG’s drug, background, and competency screening requirements, as explained in Section 34: Standard Credentialing Requirements. A CMG Professional may not start any assignment should these requirements not be completed. At Client’s discretion, a CMG Professional may attend orientation if the requirements remain uncompleted but may not treat or work directly with patients until all credentialing requirements are passed/complete.
7. ORIENTATION POLICIES
CMG will provide CMG Professionals with an orientation to CMG’s policies and procedures. It is the responsibility of the Client to orient CMG Professionals to Client’s facility and Client specific rules and regulations, all policies and procedures, all Client equipment, and to validate competency of the Client to properly utilize all relevant equipment. Orientation hours are billed at the regular hourly bill rate.

8. FLOATING POLICIES
Client agrees to float CMG Professional(s) in rotation with Client’s own staff and only in accordance with Client’s own floating policies, as well as the clinical experience and within the skill set and comfort level of the HCP being asked to float. Client agrees to notify CMG of its intent to float Professionals covered under this agreement, and to provide any orientation necessary to the unit being floated to.

9. PERFORMANCE EVALUATIONS
To comply with the Joint Commission standards all employees, including contract employees, must be periodically evaluated by CMG. Clients are encouraged to complete post placement evaluations for each CMG Professional working in order to assist CMG in this process. Feedback may be offered both verbally or in writing. Client is also encouraged to continually evaluate CMG Professional’s competency as it relates to performing the job description and report to CMG any areas of concern.

10. OSHA
A. CMG agrees to comply with OSHA Regulations concerning “Occupational Exposure to Bloodborne Pathogens” by providing review/training material and subsequent online testing to CMG Professionals.
B. Client will provide site specific training and provisions for personal protective equipment (PPE) engineering, housekeeping and workplace controls, including but not limited to: full range of PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites and laundering requirements; and treatment of staff, to include CMG staff, in the event of exposure incidents.
C. For any CMG Professional who consents & requests to receive the Hepatitis B vaccination series, CMG will arrange and provide payment for such services which will include the appropriate doses and require the administration of the vaccine.
D. Client agrees to promptly notify CMG in writing upon becoming aware of any reported exposure incident involving any CMG Professional. Client will make a confidential medical evaluation of the exposure incident, and provide a written report to the CMG Insurance Department describing the exposure incident, treatment provided, medical evaluation and follow-up, which will include documentation of the route and circumstances of the exposure, identification and documentation of the source individual, unless that is infeasible or prohibited by state or local law and test results of the source individual's blood to determine Hepatitis B or HIV infection. All such reports shall be subject to the Client having first obtained the CMG Professional's authorization and consent to such evaluation, reports, etc.

11. SAFETY, INJURY/INCIDENT/ILLNESS REPORTING CONCERNS
Client will provide direct supervision of CMG Professional while on premises. Client agrees to contact CMG to report all job performance issues. Upon receipt of notification, CMG will document and track all occurrences related to the care and services provided, and take corrective action as soon as possible. This may include but is not limited to: advising or warning CMG Professional and/or termination of CMG Professional's assignment. CMG will share all reported occurrences with our Director of Compliance and undergo a Risk Management review and reported to all appropriate regulatory bodies and the Joint Commission as required. All incidents must be immediately reported to CMG via phone and/or email. CMG requests that client share any investigative or review details of any incident reports.

Client will report individual COVID19 positive test results or other reportable required outbreaks of illness or injury of CMG employees along with facility location reports to required authorities as required by regulations or guidelines including but not limited to local department of health, state or federal agencies, OSHA or other agencies. Client will notify CMG of a facility outbreak that is widespread whether it includes or does not include CMG employees. CMG will continue to adhere to all workers’ compensation individual reporting.
12. EMPLOYMENT OR CONTRACTING OF CMG PROFESSIONALS
   A. Client agrees to accept the CMG Professional for the entire Assignment and any extensions thereof, through CMG if
      the complete profile (either written or verbal) is submitted by CMG to the Client before any other agency submits a
      profile to the Client for the same professional.
   B. Client may offer direct employment to any CMG Professional, at no additional charge provided the CMG
      Professional has completed two (2) consecutive thirteen (13) week assignments and is agreeable to such hiring at the
      completion of the second (13) week assignment.
   C. Unless CMG Professional has accepted permanent employment with Client pursuant to Part B (above), for a period
      of twelve (12) months after the completion of a CMG Professional's Assignment, Client will not directly or indirectly
      engage the services of such CMG Professional, unless it is through a CMG agreement to engage such CMG
      Professional for services.

13. PERSONALLY IDENTIFIABLE INFORMATION
   Client acknowledges that it is not entitled to have access to any personally identifiable information ("PII") relating to the
   CMG Professionals, including without limitation, addresses, dates of birth, social security numbers and similar
   information. Client may, upon demonstrating to CMG, a legitimate business need for such PII, at CMG’s discretion, be
   provided with access to such PII provided that (i) the CMG professional(s) have authorized in writing the release of such
   PII to Client and (ii) Client agrees to use, process, and store PII in accordance with applicable federal, state, and local
   laws, including maintaining appropriate technical, physical, and administrative safeguards in accordance with applicable
   law.

   Client shall not disclose PII to third parties unless: (i) Client has received prior written authorization from CMG and the CMG
   Professionals; or (ii) such disclosure is required by law, in which case Client shall immediately notify CMG in writing of any
   subpoena or other court or administrative order or proceeding or other request seeking access to or disclosure of PII. Client
   shall use its best efforts to limit the nature and scope of such required disclosures and shall disclose only the minimum amount of
   PII necessary to comply with the law. Client shall ensure that each of Client’s employees and any authorized third party with
   access to PII complies with the provisions of this Agreement regarding the privacy and security of PII; provided, further, Client
   shall be responsible for any failure of its employees and any authorized third party to comply with the terms and conditions of
   this Agreement with regard to PII.

   In the event of a security breach or other incident which results in access by an unauthorized party to PII, Client shall provide
   immediate notice of same to CMG and CMG’s Professionals with details of how the incident occurred, what data was
   compromised and what steps are being taken to mitigate any damages. In such event, Client shall work with CMG, at
   Client’s cost and expense, to comply with any and all breach notification requirements. Client shall promptly notify CMG of all
   inquiries, complaints and claims, actual or threatened, of which Client has knowledge that relate to the use of the PII. Client
   shall promptly refer any individual or entity requesting access to their PII to CMG and provide access to the requested PII to
   CMG. CMG shall have the right, upon reasonable notice, to audit Client’s handling of PII and compliance with its obligations
   relating to PII under this Agreement.

14. ACCESS TO BACKGROUND SCREENING
   A. Client may only use provided background checks and confidential information for the limited purpose of evaluating the
      candidate for assignment at their facility
   B. Client may only use the data in accordance with all federal and state laws including the FCRA governing the use and
      privacy of such information
   C. Client must notify CMG in writing if any unauthorized person/entity gains access to candidate background checks
   D. Client will indemnify CMG from all claims resulting from any unauthorized disclosure of the information
   E. Client will indemnify CMG from liability of third party misconduct resulting from improperly conducted checks and
      improperly conveyed information to attorney’s fees and costs in defending such claims.

15. COMPLIANCE WITH LAW
   A. Both parties represent and warrant to each other that they are in compliance with all applicable laws.
   B. Client and CMG affirm and agree that they are equal employment opportunity employers and are in full compliance
      with any and all applicable anti-discrimination laws, rules and regulations. Client and CMG agree not to harass,
      discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex,
      gender identity, sexual orientation, pregnancy status, place of birth, ancestry, crime victim statutes, religion,
      disability, marital status or other category protected by law; nor shall either party cause or request the other party to
      engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination,
harassment or retaliation by any Assigned Employee, Client and CMG agree to cooperate in the prompt investigation and resolution of such complaint.

C. Client and CMG affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and CMG shall cooperate in compliance with any such requirements.

D. Client and CMG affirm and agree that for the purposes of all statutory and regulatory requirements regarding employee background checks, including but not limited to any “ban the box,” “fair chance,” and any similar or related state and local laws, Client and CMG shall cooperate in compliance with any such requirements.

E. As Client controls the facilities in which Assigned Employees work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Client's worksite, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

F. Upon reasonable written notice to CMG, Client may inspect CMG's records to verify CMG's compliance with this Agreement.

16. GRIEVANCE POLICY

A. When Client has a complaint or grievance it should be brought to the Client's account representative at CMG as soon as possible, and must be submitted in writing to CMG. All documentation regarding any reported incidents that take place at Client’s facilities must be released to CMG since CMG Professional is the employee of CMG.

B. The immediate supervisor at CMG will review the facts, gather information from the parties and facilities involved and produce a written summary of the event. This will be logged in the incident review log and thoroughly investigated.

C. The management at CMG will then review the incident and supporting documentation and if further review is needed take the necessary steps to make an informed decision concerning the outcome or disposition of the incident in conjunction with the parties responsible at the facility. This may be written or verbal reply to the parties involved. Action will be taken at this time.

17. SUBSTITUTION OF PERSONNEL

Because Client has the opportunity to interview and reject any CMG Professional referred prior to the start of an Assignment as outlined in Section 1 of this Agreement, CMG shall have no liability to Client if following commencement of performance of services hereunder such CMG Professionals are determined by Client not to meet its requirements and Client shall not be relieved of the obligation to make payments to CMG for the services provided by such CMG Professionals up to the time that they are terminated in accordance with Section 18 of this Agreement. However, if the services of any CMG Professional providing services under this Agreement are terminated and Client requests substitute personnel and has paid for the services previously provided, then CMG hereby agrees to make reasonable efforts to locate substitute personnel.

18. NOTICE OF TERMINATION OF SERVICES

A. Client agrees to notify CMG in writing thirty (30) days prior to its termination of any services of the CMG Professional covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in the most recent written confirmation covering such services, provided however that Client may terminate such services immediately upon written notice (including but not limited to proper documentation) to CMG for cause.

B. If CMG plans to terminate any such CMG Professional for cause, it shall give Client immediate notice.

C. If any CMG Professional providing services under this Agreement has terminated its relationship with CMG and whether or not such termination is in violation of such CMG Professional's agreement with CMG, CMG shall notify Client of such termination upon receipt of notice from such CMG Professional.

D. CMG reserves the right to terminate this Agreement upon not less than five (5) days’ notice in writing for breach of contract, including but not limited to the non-payment of any of CMG's invoices.

E. CMG reserves the right to bill Client for any reasonable expenses incurred due to Client's cancellation of any services of the CMG Professional covered by this Agreement, including those services verbally agreed upon for which CMG has forwarded monies on Client's behalf to secure housing, etc.

19. CONFIDENTIALITY

Each party agrees that it will not disclose to any party any information disclosed to it by the other party that has been clearly marked “Confidential,” except as such disclosure is necessary on an individual basis to CMG Professionals whom CMG has located for Client or as may be required by law. For purposes of this Agreement, information that is (i) available to the public or (ii) becomes available to the public through no act or omission of the obtaining party, or (iii) obtained from
a third party that is not known by the obtaining party to be under an obligation of confidentiality with respect thereto, shall not be considered “confidential” and shall not be subject to the confidentiality restrictions contained herein. Client acknowledges that information regarding rates and other remuneration, as between CMG and Health Care personnel and Client and CMG (“Rate Information”), shall be considered “confidential”. Client agrees that it will not directly or indirectly seek from or disclose to any health care personnel or any third party any Rate Information except as may be required by law.

20. EXCISE, SALES, ETC. TAXES ON SERVICES
There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, levied or based on any charges payable under this Agreement or the services rendered hereunder, including without limitation state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by CMG.

21. HOLIDAYS
CMG Professionals receive Holiday Pay (1.5 x regular time) for any hours worked in accordance with the shifts specified under ‘Holidays’ in section 35. Fees.

22. HOURS OF OPERATION
CMG offices operate from 8:00a.m. – 5:00p.m. EST from Monday-Friday. CMG representatives and management may be reached in the case of an emergency - to contact CMG outside standard business hours, Client may do so by dialing the standard phone number, 1-800-995-2673, and following the prompt to access our answering service, who has direct contact numbers for representatives from all departments. The Core Medical Group Corporate offices are closed on the following Holidays: New Year’s Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

23. INSURANCE
CMG will procure and maintain in effect during the term of this Agreement appropriate insurance coverage and shall furnish, at the Client’s request, certificate(s) of insurance evidencing professional liability insurance for each Professional employed under this Agreement. CMG will obtain and maintain professional and general liability for all officers, employees, contractors, or agents performing under this Agreement, in the amount of $1,000,000 per occurrence/$3,000/000 aggregate. CMG agrees to maintain professional and general liability insurance for all CMG Professionals performing under this Agreement in the amount of $1,000,000 per occurrence/$3,000,000 aggregate.

24. LIABILITY AND INDEMNIFICATION
Each party shall indemnify, defend and hold harmless (the “Indemnifying Party”) the other party, their respective directors, officers, and employees from and against all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of every kind, including reasonable attorneys’ fees (collectively, “Losses”), suffered or incurred by or asserted or imposed against the party seeking indemnification (the “Indemnified Party”) based on a claim by any third party resulting from, connected with, or arising out of (i) a material breach of the Agreement; or (ii) any negligent act or omission, or willful misconduct of the Indemnifying Party or any agent or employee of the Indemnifying Party occurring at any time during the term of this Agreement; provided, however, that such indemnification, defense and hold harmless shall not apply to the extent any such Losses are the result of (i) a breach of this Agreement by the Indemnified Party; or (ii) negligence, gross negligence, or willful misconduct on the part of the Indemnified Party. For the avoidance of doubt, to the extent the Indemnified Party’s breach of this Agreement, negligence, gross negligence, or willful misconduct contribute to the Losses suffered by the Indemnified Party, the indemnification, defense and hold harmless provisions of this Section 24 shall only apply to that portion of the Losses suffered by the Indemnified Party that are not attributable to such breach of this Agreement, negligence, gross negligence, or willful misconduct on the part of the Indemnified Party. Each party will indemnify, defend, and hold harmless the other from and against all civil money penalties and other fines imposed by, and/or settlement amounts due to a governmental authority in connection with the activities specified in (i) and (ii) of this section.

However, neither party will be liable for any damages caused by any acts or omissions beyond its control or not due to its fault, or for any special or consequential damages, loss of profits, interest, penalties or fines, resulting from the other Party’s negligence, omissions, or actions, except for penalties or fines that are included as part of a governmental penalty, fine, or settlement described in this Section.

Notwithstanding the forgoing, to the extent Losses arising hereunder are related to bodily injury or death caused by a CMG Professional, the indemnity obligations hereunder will be limited to the professional liability insurance policy limits described in Section 23.

STAMP_ITEMNUMB
In the event that a third party claim is made or filed against the Indemnified Party, not later than thirty (30) days after its receipt or becoming aware of such claim, the Indemnified Party will provide written notice to the Indemnifying Party of such third party claim in writing, and the Indemnifying Party will have sole control over and will defend, compromise, and/or settle the claim at its expense. The failure to provide written notice within such thirty (30) day period will relieve the Indemnifying Party from liability hereunder, only to the extent that such failure prejudiced the Indemnifying Party from defending or settling the claim. The Indemnifying Party will not be responsible for the expenses, including counsel fees, of the Indemnified Party incurred after the Indemnifying Party assumes the defense of and defends such claim, but the Indemnified Party may participate therein and retain counsel at its own expense. The Indemnifying Party will not consent to the entry of any judgement or enter into any settlement affecting the Indemnified Party, to the extent that such judgement or settlement involves more than the payment of money, without the prior written consent of the Indemnified Party, not to be unreasonably withheld.

This provision shall survive the expiration or termination of this Agreement.

25. TERMINATION OF THIS AGREEMENT
Unless otherwise specified herein, this Agreement will continue in effect until terminated by Client or CMG at any time upon the terminating party giving at least thirty (30) days’ written notice to the non-terminating party. Such termination of this Agreement shall not affect any CMG Professionals providing services under it unless such CMG Professionals are terminated in accordance with the terms of Section 18 of this agreement.

26. ASSIGNMENT
Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by Client to third parties other than their respective affiliates, or to a successor in interest through merger, consolidation or sale of assets, without the prior written consent of CMG, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

27. SUBCONTRACT
CMG at its sole discretion, may subcontract to one or more persons or entities ("Subcontractor") for the performance of CMG services covered by this Agreement, provided that (i) the subcontract shall not relieve CMG of its obligation and liability under this Agreement and (ii) all persons engaged in performing the services covered by this Agreement shall be deemed employees of CMG for the purposes of this Agreement.

28. NOTICES
Any requirement to “notify”, or for “notice” or “notification”, in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Electronic Mail, Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

Contact for Client
Name: Aram Hampoian, President/CEO
Email: aram.hampoian@coremedicalgroup.com
Address: 655 South Willow Street, Suite 128
Manchester, NH 03103

29. SEVERABILITY
If any term or provision of this Agreement shall be found to be illegal otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

30. COMPLETE AGREEMENT, AMENDMENT, AND WAIVER
This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein and supersedes all prior agreements, arrangements and understandings related thereto. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not
be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

Failure of any party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such compliance in the future, or upon compliance with other terms hereof.

31. LAW AND DISPUTES
This Agreement shall be governed by the laws of the State of New Hampshire. Any proceeding arising between the parties in any manner pertaining to this Agreement shall be held exclusively in the federal or state courts located in Hillsborough County, New Hampshire. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen (except for claims for non-payment for services, which may be brought within two (2) years after the last date of services for which payment is sought). Except as stated below in this section, any controversy or claim, whether such claim arises in contract, tort, or otherwise, including, but not limited to, claims for employment discrimination (whether under Title VII of the Civil Rights Act of 1964, as amended from time to time, the Age Discrimination in Employment Act, or state and local laws), arising out of or relating to this Agreement, or the breach thereof, or the commercial or economic relationship of the parties hereto, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted by three independent and impartial arbitrators, of whom each party shall appoint one. The two arbitrators appointed by the parties shall choose a third arbitrator. All arbitrators shall be licensed practicing attorneys, shall have no conflicts of interest with either party, and shall be knowledgeable in the subject matter of the dispute. Any award resulting from arbitration authorized by this Agreement shall be binding and conclusive upon all parties and Judgment on the award rendered by the Arbitrators may be entered by any court having jurisdiction. Each party shall pay its own attorneys’ fees, the costs of its arbitrator and ½ of the other arbitration costs and fees subject to final apportionment of damages, costs and fees by the arbitrators. Notwithstanding the obligation to purge other claims through arbitration, a party may file with a court of competent jurisdiction claims for injunctive relief to prevent or limit the disclosure of confidential information protected under this Agreement and claims for injunctive relief to prevent the hiring or similar retention of health care personnel by the Client other than through CMG in cases where CMG has not consented to such hiring or retention. Any lawsuits or agreed arbitration (or award enforcement proceedings) pertaining to this Agreement or the services provided hereunder shall be brought in the federal or state courts in the State of New Hampshire.

32. MEDICARE ACCESS CLAUSE
In accordance with Section 420.302(b) of Medicare regulations, for services that total $10,000 or more over a 12-month period, Client and CMG will make available to the Comptroller General of the United States, HHS, and their duly authorized representatives access to this contract, any books, documents, and records until the expiration of four years after the services are furnished under this contract. Client and CMG will allow similar access by HHS, the Comptroller General, and their duly authorized representatives to contracts subject to section 1861(v)(f)(I)(b) of the Act between a subcontractor and organizations related to the subcontractor and to the books, documents and records.

33. CONFLICT OF INTEREST
CMG represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the services under our Master Services Agreement. CMG further represents that it shall not engage any person having or potentially having such conflict of interest to perform services.

[Remainder of the page intentionally left blank]
34. **STANDARD CREDENTIALING REQUIREMENTS FOR HEALTHCARE TRAVELERS**

The below represents CoreMedical Group’s standard credentialing requirements. All offers are contingent upon successful completion credentialing process. *No changes or additions indicates acceptance of our standard requirements.*

☐ **AFFIDAVIT OF COMPLIANCE ACCEPTED**

*If checked, facility will accept an affidavit confirming that all credentialing requirements have been successfully met and are on file with CMG. Actual credentialing documents will not be sent in an effort to limit the exposure of our employee’s personal information.*

- **Drug screen** – negative 10 panel drug screen within past 12 months. Substances include Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- **Background check - within past 12 months.** Screening includes: criminal checks in all counties where the Professional has lived for the past 7 years and all aliases used in the past 7 years, SSN verification, address history trace, OFAC, OIG, SAM, National Sex Offender Registry, National Criminal Check. *Any non-convictions will be presented for review and approval.*
- **MVR Check – Home Health, Hospice or driving on the job only - within the past 12 months.** 3-year history is checked. Professionals with any DUls in the past 3 years or more than 2 tickets, violations or accidents (in combination) are not eligible for placement by CMG to drive on the job. Professionals will also be required to submit proof of current auto insurance.
- **Physical** - required within the past 12 months to state they are fit to work with no restrictions.
- **TB** – proof of one negative TB test (skin, QFG or Tspot blood tests) required within the past 12 months. In cases where the Professional tests positive for TB, a chest x ray is required dated within 5 years along with an annual TB questionnaire.
- **BLS** – current, valid, BLS certification for healthcare providers is required. Online only courses will be accepted by CoreMedical Group at the discretion of the client. *Please acknowledge the following:*

  - Our facility accepts online BLS courses: YES: [ ] NO: [ ]
  - Course is required to be an AHA course: YES: [ ] NO: [ ]

- **Competency Exam:** Professionals are required to pass a competency exam within their specialty. Scores are based on the Modified Angoff Score system utilized by Prophecy Testing.
- **Hepatitis B** – proof of series, titer or waiver
- **HIPAA** – upon initial hire, acknowledgement form of confidentiality of patient health care information
- **Licensure** – current license verification in state of assignment (or valid compact state for nursing)
- **Standard Documents** – resume, 2 references within 2 years, skills checklist, and valid I9 employment authorization.

**Expired Documentation:** CMG Professionals will NOT be allowed to work with an expired Drug screen, TB, BLS or Auto Insurance (if applicable). Clients will be notified in the event of a non-responsive CMG Professional prior to the expiration date of these items.

**NOTE ANY ADDITIONAL VACCINES, TITERS OR MEDICAL SERVICES BELOW:**
### 35. FEES - Hourly Bill Rates:

<table>
<thead>
<tr>
<th>NURSING</th>
<th>ALLIED HEALTH</th>
<th>ADVANCED PRACTICE</th>
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<tbody>
<tr>
<td>General RN's</td>
<td>OT/PT/SLP</td>
<td>Physician Assistant</td>
</tr>
<tr>
<td>Med/Surg, Ortho, Rehab, LTC, SNF</td>
<td>All Levels</td>
<td>All Levels</td>
</tr>
<tr>
<td>Specialty RN's</td>
<td>PTA/COTA</td>
<td>Nurse Practitioner</td>
</tr>
<tr>
<td>Level I</td>
<td>Respiratory Therapy</td>
<td>All Levels</td>
</tr>
<tr>
<td>Tele/Stepdown, Oncology, Psych, ER, OR, Peds, Mother/Baby, Post Partum, ICU, CCU, PACU, Home Health</td>
<td>All Levels</td>
<td>All Levels</td>
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<tr>
<td>Specialty RN's</td>
<td></td>
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<tr>
<td>Level II</td>
<td></td>
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<tr>
<td>CVICU, CVOR, NICU, PICU, Dialysis, Cath Lab, LDRP, Burn Units, Open Heart, BMT</td>
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<tr>
<td>Surgical Technicians</td>
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<tr>
<td>All Levels</td>
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<tr>
<td>LPN's</td>
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<tr>
<td>All Levels</td>
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</table>

**A. On Call / In Charge:** CMG Professionals placed In Charge (if applicable) will be invoiced an additional $4.00 per hour. CMG Professionals placed On Call (if applicable) will be invoiced at $7.00 per hour. Call back hours will be invoiced at 1.5 times the regular hourly bill rate.

**B. Rate Inclusions:** Hourly Wages, Professional Liability Insurance, Workers Compensation, Payroll Taxes, Housing, Transportation and Administrative Fee. The above rates do not vary by day or shift. Fees may be subject to change for any particular assignment due to housing costs, direct labor rates, bonuses or competitiveness within the market. Agreed upon rate for each healthcare professional will be listed on the Client Travel Assignment Confirmation and will supersede any rates listed herein.

**C. Overtime Policy:** Overtime rates will be invoiced for any hours worked in excess of 40 hours per week. Overtime hours will be invoiced at 1.5 times the regular hourly bill rate. If any applicable law requires daily overtime (an overtime multiple such as 1.5 or 2 times the confirmed rate per hour), the same multiple will be applied to the hourly bill rate for applicable hours.

**D. Holidays:** Applies to hours worked during the following: New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, July 4th, Labor Day. *7pm the eve of the holiday to 11:59pm the night of the holiday.

**E. Mileage:** Unless otherwise specified in the Assignment Confirmation, mileage for CMG Professionals to travel between facilities or to home visits will be invoiced at the current federal reimbursement rate.

**F. Minimum Guarantee of Hours:** Client agrees to guarantee each CMG Professional the minimum total assignment hours of *36/40 hours as specified in assignment confirmation letter. Called-Off hours will be made up within seven (7) days or billed at the regular rate. * Subject to Change

**G. Annual Rate Adjustments:** Rates will automatically increase by 3% annually for the duration of the contract. This will allow CMG to cover the rising costs of quality housing, health and liability insurance and allow us to provide competitive pay for the marked based on experience.

[Remainder of the page intentionally left blank]
The CMG Client Agreement for Healthcare Professional Services constitutes the entire agreement between the undersigned parties. The undersigned represents that they are authorized to enter into an agreement on behalf of the respective organizations.

For and on behalf of: 

CMG CIT Acquisition, LLC, d/b/a CoreMedical Group

Address: 655 South Willow Street, Suite 128
Manchester NH 03103

By: Aram Hampoian
Title: President/CEO
Date: 
Signature: 

For and on behalf of: 

Chemung County Nursing Facility

Address: 103 Washington St
Elmira, NY

By: 
Title: 
Date: 
Signature: 

PLEASE ELECTRONICALLY SIGN, OR FAX ALL PAGES OF CONTRACT TO 888-979-6551
Resolution authorizing Memorandum of Understanding with Western New York Independent Living, Inc. and AIM Independent Living Center on behalf of the Chemung County Departments of Aging and Long Term Care and Social Services

Resolution #: 22-436
Slip Type: OTHER
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
On behalf of the Chemung County Dept. of Aging and Long Term Care and the Chemung County Dept. of Social Services, Western New York Independent Living Inc. and AIM Independent Living Center, please consider this correspondence as our request to enter into a Memorandum of Understanding for the period of January 1, 2022 to December 31, 2022. The Parties are entering into this Memorandum in order to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (I-GU) of mental hygiene and the regional office(s) of the NYS Office for People with Developmental Disabilities (OPWDD). The Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD).

ATTACHMENTS:

<table>
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<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<td>MOU Route Slip</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
<tr>
<td>NY_Connects_2022_ILC_AAA_LDSS_MOU.docx</td>
<td>NY Connects</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
</tbody>
</table>
TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Christine O'Herron, Deputy Commissioner

FROM: Beth Stranges, Director of Department of Aging and Long Term Care

DATE: March 23, 2022

RE: 2022 Department of Aging and Long Term Care and Department of Social Services – NY Connects Memorandum of Understanding

On behalf of the Chemung County Department of Aging and Long Term Care and the Chemung County Department of Social Services, Western New York Independent Living Inc. and AIM Independent Living Center please consider this correspondence as our request to enter into a Memorandum of Understanding for the period of January 1, 2022 to December 31, 2022.

The Parties are entering into this Memorandum in order to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (I-GU) of mental hygiene and the regional office(s) of the New York State Office for People with Developmental Disabilities (OPWDD). The Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD).

There are no funds associated with this Memorandum of Understanding. If you have any questions, please contact Beth Stranges at 737-5536. Thank you.
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this __ day of _________ 2022 by the COUNTY OF CHEMUNG, NY, a municipal corporation with its principal office at 203 Lake Street, Elmira, New York 14902, its divisions/departments, Department of Aging and Long Term Care, and Department of Social Services; and between

Corning Council for Assistance and Information for the Disabled, Inc., a/k/a., AIM Independent Living Center ("AIM") a not-for-profit corporation with its principal office at 271 E. 1st St, Corning, NY 14830; and

Western New York Independent Living, Inc., a not-for-profit corporation with its principal office at 3108 Main St, Buffalo, NY 14214

These entities will be referred to throughout this Memorandum as "the Parties" or "Parties."

WHEREAS, the parties desires to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (I-GU) of mental hygiene and the regional office(s) of the New York State Office for People with Developmental Disabilities (OPWDD); and

WHEREAS, the Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD);

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. PURPOSE

The NY Connects Expansion and Enhancement Implementation requires the development of a Statewide NWD system to enable consumers to access all long term services and supports through an agency, organization, or coordinated network in accordance with such standards as the State shall establish and that shall provide information regarding the availability of such services, how to apply for such services, linkages to services and supports otherwise available in the community, and assisting with the coordination of assessment processes for financial and functional eligibility as needed. NY Connects has been expanded and enhanced as a result of the BIP (Balance Incentive Program) structural reform to be the NWD system in New York State.
Wherefore, the Chemung County Department of Aging and Long Term Care, will be the Area Agency on Aging and be designated Local Administrative Agency; the Western New York Independent Living Inc, will be the Regional Independent Living Center; the Chemung County Department of Social Services, will be the Local Department of Social Services; and AIM Independent Living Center, will be a Subcontracted agency.

To achieve the NY Connects NWD system reforms and be consistent with the NY Connects State Program Standards the Parties will maintain:

- On-site presence at each local NY Connects as needed;
- Off-site visits;
- Seamless coordinated transfers;
- Linkages to more intensive services.

2. AGREEMENT

The Parties agree to delineate their shared responsibilities and to set forth their respective roles and responsibilities to deliver the core functions of NY Connects with a singular identity and voice.

In an effort to promote continuity of service and reduce duplication of service delivery, the Parties will continue to maintain and utilize separate NY Connects workflow paths within the Statewide Client Data System to collect and record information but agree to allow reciprocal access to NYCONNECTS users to view Encounter and Program History within client profiles when a client exists in both jurisdictions of Chemung County, specifically the Department of Aging and Long Term Care and AIM Independent Living Center.

The Parties agree to the following in partnership to deliver NY Connects functions:

A. Administration of NY Connects

   - NWD Implementation Team

<table>
<thead>
<tr>
<th>Partner</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemung County Department of</td>
<td>Facilitate meetings; take and circulate minutes; develop agendas with</td>
</tr>
<tr>
<td>Aging and Long Term Care</td>
<td>input from partners; track progress of workplan, provide agency-specific</td>
</tr>
<tr>
<td></td>
<td>expertise to the project.</td>
</tr>
<tr>
<td>Partner</td>
<td>Role</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>AIM Independent Living Center (AIM)</td>
<td>Act as member of the team; i.e. work in tandem with the AAA NY connects staff to meet the needs of consumers being served; attend meetings; review materials in advance; assist with facilitation and minute taking; coordinate on state reports; lead NY Connects initiative for II-Cs in catchment area in concert with state and local project, provide agency-specific expertise to the project.</td>
</tr>
<tr>
<td>Chemung County Department of Social Services</td>
<td>Act as member of the team; attend meetings; review materials in advance; review minutes; suggest agenda items; provide agency specific expertise to the project.</td>
</tr>
<tr>
<td><strong>Policies and Procedures</strong></td>
<td></td>
</tr>
<tr>
<td>Partner</td>
<td>Role</td>
</tr>
<tr>
<td>Chemung County Department of Aging and Long Term Care</td>
<td>Lead the process of jointly developed Policies and Procedures between the participating parties and review annually for modification as necessary; ensure policies reflect processes including but not limited to the call flow, cross program communication, referral protocols, confidentiality, data sharing and meetings; schedule and implement staff training to ensure implementation and continuity.</td>
</tr>
<tr>
<td>AIM Independent Living Center (AIM)</td>
<td>Work with AAA to develop Policies and Procedures and assist in modifying as necessary; schedule and implement staff training to ensure implementation and continuity.</td>
</tr>
<tr>
<td><strong>Long Term Care Council</strong></td>
<td></td>
</tr>
<tr>
<td>Partner</td>
<td>Role</td>
</tr>
<tr>
<td>Chemung County Department of Aging and Long Term Care</td>
<td>Facilitate meetings; create agenda in collaboration with the ILC lead staff, ensure distribution of minutes; ensure compliance with objectives of NY Connects/ LTCC. Extend invitation to new members, follow-up with team members who consistently miss meetings and encourage involvement or facilitate their replacement on the LTCC.</td>
</tr>
<tr>
<td>AIM Independent Living Center (AIM)</td>
<td>Attend and participate in meetings; assist with creation of agenda; assist with minutes; assist with objectives of NY Connects/ LTCC. Extend invitation to new members, follow-up with team members who consistently miss meetings and encourage involvement or facilitate their replacement on the LTCC.</td>
</tr>
<tr>
<td>Chemung County Department of Social Services</td>
<td>Attend and participate in meetings; assist with objectives of NY Connects/ LTCC</td>
</tr>
<tr>
<td><strong>Resource Directory</strong></td>
<td></td>
</tr>
</tbody>
</table>
Chemung County Department of Aging and Long Term Care  | Work collaboratively with ILC to maintain the Resource Directory; the AAA will have sole authority for final approval of edits/additions/deletions in the Resource Directory; staff members will be identified to assist with developing the resources based on their expertise in their specialty.

AIM Independent Living Center (AIM)  | Work collaboratively with the AAA to maintain the Resource Directory; staff members will be identified to assist with developing the resources based on their expertise in their specialty.

**B. Collaboration and Coordination**

Chemung County Department of Aging and Long Term Care will work collaboratively with AIM Independent Living Center, and with the support of NY Connects partners, to perform all NY Connects core functions. All partners will participate on the NWD Implementation Team and the Long Term Care Council. AIM ILC will provide on-site support to the Chemung County Department of Aging and Long Term Care, as needed, to allow for programmatic and case specific coordination, collaboration and referrals.

Any disputes regarding the regional implementation of NY Connects will be discussed and resolved by the Regional NY Connects Administration and/or Coordinators. Administrative conflicts will be resolved by respective agency administration. If necessary on programmatic issues, consultation with appropriate state agencies directing the project will be employed.

**C. Public Education**

Chemung County Department of Aging and Long Term Care and AIM Independent Living Center will work together with NWD partners to accomplish the public education function. NY Connects partners will maintain a master calendar of outreach/public education efforts to prevent duplication and maximize effectiveness. Only approved materials will be utilized. Designated staff of all partners will distribute the brochures during the course of their work and approved posters will be displayed at all partner locations and distributed in a coordinated fashion across the County.

**3. CONFIDENTIALITY**

The exchange of Protected Health Information (PHI) or Personally Identifiable Information (PII) contained within NY Connects requires necessary confidentiality and data security policies, along with information sharing agreements in place consistent with the NY Connects State Program Standards and relevant program issuances that govern personally identifying information, personal health information, and data sharing. All Parties will need to have these policies and procedures in place to participate with NY Connects. The NWD Implementation Team will monitor the agency interface activities, including adherence to protocols related to
consents and confidentiality. Partners will work with Administration and legal advisors to ensure compliance with local, state and federal laws concerning disclosure of protected information.

4. EFFECTIVE DATE
This Memorandum will take effect on the date signed by all of the Parties or the date any other required approvals have been obtained, whichever is later, and shall continue thereafter until terminated as set forth in Section 6.

5. AMENDMENTS
This Memorandum may be modified or amended by written agreement among the Parties hereto.

6. TERMS and TERMINATION
The Parties agree to the following:

1. The undersigned parties shall review the terms of this agreement annually.

2. This Memorandum may be terminated at any time by mutual agreement of the Parties with sixty days written notice subject to the written approval of the New York State Office for the Aging (NYSOFA).

Signature Page

AGREED TO BY:
BY: _____________________________ Date: ______________
Beth S Stranges
Title: Director of the Department of Aging and Long Term Care
Organization: Chemung County Department of Aging and Long Term Care

BY: _____________________________ Date: ______________
Brian Hart
Title: Commissioner of Human Services and Mental Hygiene
Organization: Chemung County Department of Social Services and Mental Hygiene

BY: _____________________________ Date: ______________
Christopher Moss
Title: Chemung County Executive
Organization: Chemung County

BY: _____________________________ Date: ______________
Douglas J. Usiak
Title: Director of Western New York Independent Living, Inc.
Organization: Western New York Independent Living

By: _______________________________ Date: _________________

René Snyder
Title: Executive Director of Corning Council for Assistance and Information for the Disabled, Inc.
Organization: AIM Independent Living Center
Resolution authorizing agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility

Resolution #: 22-437
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
Requesting a resolution authorizing an agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility.

The Nursing Facility is requesting approval to enter into agreements with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis, but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations.

Previous contract staffing resolution 22-348

ATTACHMENTS:

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<td>Healthcare Staffing Agreement</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
</tbody>
</table>
ASCENDO HEALTHCARE STAFFING
CONTINGENT STAFFING AGREEMENT

This Contingent Staffing Agreement (the “Agreement”) is entered into by and between Ascendo Healthcare Staffing (“Agency”), a Florida limited liability company, and ___________________________ herein referred to as “Client,” each individually a “Party” and collectively the “Parties,” pursuant to which Agency agrees to provide healthcare staffing support services by personnel furnished by Agency (“Ascendo Consultant(s)”), to meet certain criteria as established by the Client under the terms and conditions of this Agreement.

WHEREAS Agency confirms to have expertise in fulfilling Client’s healthcare staff demand, including appropriately identifying and providing qualified healthcare professional candidates.

WHEREAS Client identifies itself as a healthcare service-providing entity that utilizes and employs healthcare professionals, trained in a specific specialty identified by the Client.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties mutually acknowledge and agree to the following terms and conditions:

I. TERMS OF AGREEMENT

a. Both Parties acknowledge and confirm that this Agreement becomes effective as of the date of full execution by the Parties.

b. This Agreement shall be in effect until terminated by either Party by providing the other Party with thirty (30) business days’ prior written notice via email or regular mail, with notice by mail to Agency with “signature confirmation” to be directed to 12802 Science Dr., Suite 202, Orlando, FL 32826, C/O Healthcare Services Managing Director. The Client will pay Agency for all work performed under all outstanding assignments up to and including the effective date of termination. Client may immediately terminate any Ascendo Consultant(s) for the following behavior: (a) insubordination or failure to follow instructions; (b) unexcused failure to report to work; (c) subpar work performance: or (d) bad acts, including, but not limited to, theft or violence, or the attempt or threat of same; the Client will pay Agency for all work performed by terminated Ascendo Consultant(s) up to and including the effective date of any such termination.

c. If Ascendo Consultant(s) leaves the employment of Agency for any reason or becomes unable to perform the consulting services assigned to the Ascendo Consultant(s) for any reason, Agency shall use reasonable efforts to replace the Ascendo Consultant(s) with another of similar qualifications unless Client provides a written request to terminate the assignment. In the event Agency is unable to find a replacement, the Client’s sole recourse shall be to terminate the assignment.

II. SERVICES PROVIDED

a. Agency shall provide the services of the Consultant(s) to the Client. Services provided include but are not limited to clinical and non-clinical roles.
b. Neither Party shall represent itself to be the agent, employee, partner, or joint venture of the other Party and may not obligate the other Party or otherwise cause the other Party to be liable under any contract or otherwise. Agency shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker’s compensation, unemployment insurance, and other legal requirements.

III.  CONVERSION FEE

a. The Client warrants that it is seeking temporary contract services only and that any Work Order executed pursuant to this Agreement shall not be executed with the intent to fill a full-time employment position.

b. Both Parties acknowledge that each has a substantial investment in their respective employees and Consultant(s).

c. During the period within which an Ascendo Consultant is assigned to Client and for twelve (12) months following the termination of such Ascendo Consultant’s assignment with Client, Client shall not solicit for employment, retain the services of, employ or contract with any Ascendo Consultant, whether directly or indirectly (such as through another company or agency or internal job posting). Should Client violate this provision, then Client acknowledges that Agency shall suffer damages which are not readily or easily quantifiable. If such a violation, then Client shall pay liquidated damages of a conversion fee to Agency in an amount equal to twenty (20%) of the Ascendo Consultant’s expected annual base earnings with Client. If Client converts Ascendo Consultant to a permanent employee after 1040 hours there will be no conversion fee.

IV.  PAYMENTS

a. Client agrees to pay for time and expenses incurred during orientation and during Client system downtime that delays normal work processes. Client agrees to bring to Agency’s attention any errors or omissions relating to the time or expenses recorded on the invoice within seven (7) business days of receipt of the invoice. Any issues regarding an invoice not raised by Client within seven (7) business days of receipt by Client are deemed waived, excepting the extent resulting from fraud. Client’s approval of Ascendo Consultant(s) billable hours and expenses will be evidenced by Client payment of the Agency invoice. Upon payment to Agency, the invoiced time will be deemed worked as recorded, performed in a satisfactory manner, and the invoiced expenses deemed legitimate and accurate. Nothing herein shall eliminate Client’s obligation to pay Agency for any services provided by the Ascendo Consultant(s) under this Agreement. Client shall follow all applicable local, state, and federal workplace safety standards with regard to the worksite(s) where Ascendo Consultant(s) services are performed.

i. Agency shall bill and hold Client in accordance with the terms set forth on the Statement of Work page incorporated herein by reference and made a part hereof.

ii. Bill rates included in this Agreement and/or any Statement of Work issued hereunder is exclusive of any applicable state sales taxes or the equivalent thereof. Client shall be solely responsible for payment of such state sales taxes and shall either remit payment for same to Agency as
invoiced or provide Agency a current resale exemption certificate, direct pay permit or other documentation exempting Client from payment of such sales taxes. In the event Client fails to either remit payment for such sales taxes, as invoiced, or provide a valid exemption certificate, direct pay permit or other documentation exempting Client from payment of such state sales taxes, Client shall indemnify, hold harmless and defend Agency, its officers, agents, employees and Ascendo Consultant(s) from and against any and all claims, liabilities or losses arising from or related to such failure by Client.

iii. The rates set forth may change during the term of this Agreement by written mutual agreement.
   
a. Client warrants that it is able and willing to pay for the services of Ascendo Consultant(s) providing services under this Agreement.

b. Agency shall submit invoices detailing charges to the Client. These invoices will list the name of each Ascendo Consultant(s) assigned to the Client and all charges and expenses applicable to each Ascendo Consultant(s). The Client shall pay to Agency the total amount set forth on each invoice within 30 days of the invoice date (the “Due Date”).

V. CREDENTIALING

   a. Agency shall, at the request of Client, initiate and coordinate Client-required screening of Ascendo Consultant(s) selected and scheduled for assignment. The screening may include, without limitation, drug screen and background check, license verification, and sanction checks. Screenings are conducted by Agency-approved vendors.

VI. HIPAA AND CONFIDENTIALITY

   a. Agency will instruct its Consultant(s) to keep confidential all confidential Client information so designated by Client.

   b. Client will keep confidential all Agency confidential information as so designated by Agency to the extent Agency receives Protected Health Information (as defined by 45 CFR 1600.103, or applicable successor provision, the following requirements shall apply:

      i. Agency shall not use or disclose any PHI other than to perform its normal duties under this contract (including proper management and administration) or as required by law.

      ii. Agency shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this contract and shall report to the Client any use or disclosure of PHI not provided for by this contract of which Agency becomes aware.

      iii. Agency shall ensure that any agent or subcontractor, to whom Agency provides PHI on behalf of the Client, agrees to the same restrictions and conditions that apply to Agency with respect to such information.
iv. Upon termination of this contract, Agency shall use its best efforts to return or destroy all PHI relating to the Client, or if such return is not feasible Agency shall extend the protections of this contract to such information and limit further use and disclosure to those purposes that make return or destruction infeasible.

vii. Notwithstanding any other provision in this contract, Client may terminate this contract immediately if Client has determined that Agency has violated a material term of the contract.

VII. INTELLECTUAL PROPERTY
a. The products of this Agreement shall be the sole and exclusive property of the Client free from any claim or retention of rights thereto on the part of Agency, its employees, or Ascendo Consultant(s). The Parties agree that such products shall be works made for hire within the meaning of the U.S. Copyright Act and for all such products the Client shall have the right to obtain and to hold in its own name patents or copyrights or such other protection as may be appropriate to the subject matter and extension and any extension or renewal thereof. Agency agrees to give the Client, and any other person designated by the Client, all assistance reasonably required to perfect such rights pursuant to this paragraph, and Agency agrees not to use, sell, transfer, assign, or plagiarize any product that belongs solely and exclusively to Client.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY
a. Agency agrees to indemnify and hold harmless Client, its officers, agents and employees from and against any and all liability to third parties for bodily injury, death, or physical.

b. damage to tangible property to the extent proximately caused by the negligent errors acts, or omissions of Ascendo Consultant(s), as judicially determined by a court of competent jurisdiction.

c. Client agrees to indemnify and hold harmless Agency, its officers, agents, employees, and Consultant(s) from and against any and all liability to third parties for bodily injury, death, or physical damage to tangible property to the extent proximately caused by the negligent errors, acts, or omissions of Client, as judicially determined by a court of competent jurisdiction.

d. In no event shall Agency, its employees, its Ascendo Consultant(s) or its contractors be liable for any loss of revenue or profits, or any indirect, special, incidental, punitive or consequential damages, even if they knew or should have known of the possibility of such damages.

IX. ASSIGNMENT
a. Neither the Client nor Agency assign, transfer, or subcontract any of its rights, obligations, or duties under this Agreement without the prior written consent of the other Party, with the exception that Agency may assign its rights, obligations, or duties under this Agreement to any of its affiliates or subsidiaries without the consent of the Client.
X. MISCELLANEOUS
   
   a. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings, and communications of the Parties, oral or written, with respect to that subject matter.

   b. This Agreement may be amended or modified only by written consent of the Parties.

   c. This Agreement shall be construed and enforced in accordance with the laws of the state of Florida, without regard to conflict of law principles. Any action or proceeding relating to, arising out of or regarding this Agreement shall be brought only in a state or federal court located in Broward, Florida, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. The Parties hereby irrevocably waive the right to trial by jury as to any claim or defense relating to, arising out of or regarding this Agreement.

   d. In any action or proceeding, including but not limited to appellate proceedings, relating to, arising out of or regarding this Agreement, the prevailing Party shall be entitled to recover its costs and attorney’s fees.

   e. Failure of any Party to insist upon strict compliance with any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to subsequently insist upon strict compliance with such term, covenant or condition or a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

XI. SEVERABILITY
   
   a. Should any part, term, or provision of this Agreement be declared or determined to be illegal, invalid, or unenforceable, said illegal, invalid, or unenforceable part, term or provision will be deemed not to be a part of this Agreement, and the validity of the remaining parts, terms or provisions will not be affected thereby. Furthermore, to the extent a court of competent jurisdiction deems any of the restrictions against various activities to be unreasonable or invalid, said court is authorized to and shall enforce the restriction to the maximum extent it deems to be reasonable or valid.

XII. HEADINGS
   
   a. The headings in this Agreement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

XIII. BINDING EFFECTS
   
   a. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, legal representatives, and permitted assigns.
XIV. **FORCE MAJURE**

   a. Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar caused beyond the control of such Party. If for any of the reasons set forth above either Party shall be unable to perform any obligation when due, such Party shall immediately notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period: provided, however, that if the delay continues for a period of fifteen (15) days or more, either Party may terminate this Agreement by written notice to the other.

XV. **DULY AUTHORIZED SIGNATURES**

   a. Each Party represents and warrants that the person signing this Agreement on its behalf has been and is on the date of signing this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

XVI. **SURVIVAL**

   a. The obligations under Sections III, IV, VI, VIII, IX, XI, XII, XIII, XIV, XVI shall survive the completion of performance, cancellation, or termination of this Agreement.

---

**CLIENT**

Print Client Name: ____________________________

Signed by: ____________________________________

Signature: ____________________________

Print Name: ____________________________

Title: ____________________________

Date: ____________________________

---

**AGENCY**

Ascendo Healthcare Staffing, LLC

Signed by: ____________________________

Partner: ____________________________

Date: ____________________________
Resolution authorizing agreement with White Glove Placement, Inc. on behalf of the Chemung County Nursing Facility

Resolution #: 22-438
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
The Nursing Facility is requesting approval to enter into agreement with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts, but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations. Previous contract staffing resolution 22-348.

ATTACHMENTS:

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<th>Description</th>
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Services Agreement

for

Supplemental Clinical Staffing Services

between

Chemung County Nursing Facility

and

White Glove Placement, Inc.

Dated: August 3, 2022
SERVICES AGREEMENT

SERVICES AGREEMENT for Supplemental Clinical Staffing Services (this “Agreement”), effective as of August 3, 2022 between Chemung County Nursing Facility (the “Facility”) and White Glove Placement, Inc., a New York Corporation with offices at 89 Bartlett Street, Brooklyn, New York 11206 (the “Agency”) (each of the Facility and the Agency, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Facility wishes to utilize qualified Registered Nurses (the “RNs”), Licensed Practical Nurses (the “LPNs”), Certified Nursing Aides (the “CNAs”), paraprofessionals, technicians and/or other auxiliary staff (collectively, referred to herein as, the “Staff”);

WHEREAS, the Agency represents to the Facility that the Staff are, and shall at all times during the term of this Agreement remain, employees of the Agency; and

WHEREAS, the Agency is a company which employs and makes available temporary services of the Staff to facilities like the Facility.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

SECTION 1. ENGAGEMENT AND TERM.

1.1. Engagement. The Facility hereby engages the services of the Agency as set forth in more detail in Section 3 below. The Agency will provide the Staff for purposes of supplemental clinical staffing needs of the Facility.

1.2. Term. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect for a term of one (1) year, and automatically renew each year thereafter, unless either party provides the other with thirty (30) days advance written notice of termination, which notice may be with or without cause.

SECTION 2. AGENCY FEES AND PAYMENT POLICIES.

2.1 Fees. The Facility shall be responsible to pay the Agency for the provision of Staff services in accordance with the fee schedule set forth on Exhibit A attached hereto.

2.2 Payment Policies. All fees and payments will be subject to the terms and conditions set forth on Exhibit A attached hereto. The Facility shall remit payment to the Agency within sixty (60) days of invoice date.

SECTION 3. DUTIES AND OBLIGATIONS OF THE AGENCY.
3.1 **Staffing.** The Agency shall use reasonable efforts to select and place the Staff who are licensed by the State of New York and possess applicable specialty certifications in the following arrangements:

(a) **Per Diem Staff** – Staff who are neither Traveler Staff nor Local Long Term (as such terms are defined below), will be placed on a day-to-day basis (the “Per Diem Staff”).

(b) **Traveler Staff** – Staff who are available for standard thirteen (13) week contract assignments (or other assignment as defined by the Facility) and whose permanent address is at least fifty (50) miles away from the Facility (the “Traveler Staff”).

(c) **Local Long Term Staff** – Staff who are available for standard thirteen (13) week contract assignments (or other assignment as defined by the Facility) and whose permanent address is less than fifty (50) miles away from the Facility (the “Local Long Term Staff”).

(d) **Permanent Placement of Sponsored RNs** – The Facility may request RNs for long-term placement, for which the Agency will present qualified sponsored foreign nurses. Such nurses typically sign a three (3) year contract with the Agency. After completion of one year of full-time employment, the Facility may request to hire these nurses as direct employees of the Facility for the remainder of the nurses’ employment term or the nurse may continue to work the Facility through the Agency.

3.2 **Screening and Accreditation.** The Agency shall use its best efforts to screen all Staff in accordance with:

(a) The requirements imposed by New York State law and regulation.

(b) The Facility’s requirements with respect to credentials and levels of skill and experience.

(c) The competency requirements for the clinical service area and scope of practice. The Agency shall assess such competency upon hire, and prior to their assignment, both Registered Nurses and Licensed Practical Nurses shall be assessed by means of cognitive testing in their clinical service area of practice and in medication administration.

3.3 **Staff Information.**

(a) A self-assessment skills checklist will be completed by each Agency employee upon hire and forwarded to the Facility upon request.

(b) Prior to the initial assignment of a new hire to the Facility, the Agency shall provide the Facility with the credentials of each such new hire for the Facility’s review and approval.

3.4 **Time Sheets and Billing.**
(a) The Agency shall provide time sheets (each, a “Time Sheet”) to the Facility for all Staff to sign and then submit such Time Sheet to the Facility for the Facility’s signature to verify the accuracy of the hours worked as reflected on the Time Sheet.

(b) The Agency shall bill the Facility on a weekly basis and provide the Facility with detailed schedules of Staff who worked for the Facility during the billing period.

3.5 Insurance. The Agency shall maintain general liability and professional liability insurance on an occurrence basis, each in the amounts of at least One Million ($1,000,000) Dollars per occurrence and Three Million ($3,000,000) Dollars in the annual aggregate. Such insurance will cover the Agency, its directors, officers and employees for acts or omissions arising out of the performance of this contract. In addition, the Agency procures and maintains policies of workers compensation and New York State disability coverage.

3.6 Quality Improvement. The Agency Quality Improvement Program monitors verbal and documented reports obtained from Staff and customers involving unanticipated events which include errors in care or services provided, unanticipated deaths of patients assigned to Staff, and injuries and safety hazards related to care and services provided. As appropriate, the Agency will notify the respective organization and/or Staff member of investigative outcomes and corrective measures taken in accordance with the Agency risk management procedures. In addition, the Agency will maintain a confidential file in accordance with applicable requirements of New York Public Health law for documented reports of unexpected incidents for purposes of QI Program tracking, monitoring, corrective action and prevention.

SECTION 4. EMPLOYMENT STATUS OF STAFF.

4.1 General. It is mutually understood that all professionals and paraprofessionals assigned to the Facility by the Agency are at all times employees of the Agency and are not providing services as independent or subcontracting parties of the Facility. The Agency does not utilize subcontractors to provide services. The Agency’s selection, training, promotion and termination process does not discriminate based on race, creed, color, religion, sex, age, national origin, sexual orientation, handicap and/or disability.

4.2 Compensation and Withholding Obligations. The Agency shall be responsible for compensating Staff and for withholding all amounts required by Federal, State and local tax laws to be withheld from such compensation. In addition, the Agency shall be responsible for paying social security, unemployment insurance, workers compensation and disability insurance for Staff in accordance with applicable laws.

4.3 Hiring of Staff. During the term of this agreement and for a period of six (6) months following termination of assignment of an assigned Agency Staff Member, Facility shall not solicit, either directly or indirectly, to hire for employment or engagement as a contractor any administrative, clerical or field staff (e.g. RN, LPN) from Agency without first obtaining prior
written consent from Agency. For the purposes of this Section, Agency Staff Members are defined as active staff or staff whose profile has been presented to the Facility. In the event the Facility is interested in keeping any Staff member permanently, the Facility shall notify the Agency and the Facility shall be responsible to pay the Agency an amount equal to 15% of each of such Staff member’s annual salary (the “Recruitment Fee”). Notwithstanding the foregoing, Registered Nurses who are originally sponsored from foreign countries and who work at the Facility throughout the first year of their contract with the Agency will, at the Facility’s request, be reassigned to the Facility as an employee of the Facility, with no Recruitment Fee during the second and third years of their employment under such contract.

4.4 Exclusive Placement. Staff assigned to the Facility shall not work at the Facility through any other placement agency.

SECTION 5. DUTIES AND OBLIGATIONS OF THE FACILITY.

5.1 Assignments.

(a) The Facility shall provide the Agency with assignment requirements and schedules of shifts to be covered as determined by the Facility’s needs.

(b) The Facility shall accept and assign Staff in accordance with the Staff’s qualifications, training and skill and the Facility’s requirements. The Facility shall be responsible for assigning and supervising any and all Staff supplied to the Facility by the Agency. The Facility shall be further responsible for determining the appropriateness of the assignment.

5.2 Training and Oversight.

(a) The Facility shall provide orientation to assigned Staff consisting of [__] days classroom in-service and [__] days preceptor shifts. Such training shall encompass unit orientation and facility specific policies and procedures.

(b) The Facility shall monitor and assess onsite clinical competencies in accordance with the Facility’s policies and accreditation standard requirements. The Facility shall provide copies of any performance evaluations and competency checklists completed for Staff to the Agency upon request by the Agency. The Facility shall promptly notify the Agency of any skill or knowledge deficits in need of remedial attention.

5.3 Reassignments. The Facility shall ensure that floating (reassignment) of any Staff is confined to areas of practice consistent with their clinical competence. The Facility shall promptly bring any issues or problems that arise in connection with reassignment to the attention of the Agency’s Staffing Coordinator and Director of Clinical Services respectively.

5.4 Cancellations. The Facility shall notify the Agency of any and all cancellations of work assignments of Per Diem Staff at least two hours before the start of each shift by speaking
with the Agency’s Staffing Coordinator or, if the Staffing Coordinator is not available, by speaking with the respective On-Call Coordinator. If such notice of cancellation is not given within the above stated time, the Facility is responsible to pay half of the shift.

5.5 **Furnishing of Time Sheet.** The Facility shall furnish the Agency with time sheets of all hours worked. All shifts shall be honored and approved for billing and payroll purposes based on actual hours worked. The Facility will be billed for all hours, less lunch break, as reflected on Staff time/punch card or time sheet.

5.6 **Unanticipated Events.** The Facility shall be responsible to promptly notify the Agency of any unanticipated event involving Staff which includes, but is not limited to, errors in care or services provided, sentinel events, incidents related to needle sticks/exposure injuries, occupational and/or safety hazards.

5.7 **Criminal History Record Check.** The processing and submission of “CHRC” (Criminal History Record Check) for non-licensed/para-professional Staff provided to the Facility will be completed by the Facility.

5.8 **Compliance with Law.** Notwithstanding any other provision of this Agreement, the Facility remains responsible for ensuring that any service provided by Staff pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

**SECTION 6. CONFIDENTIALITY.**

6.1 **Definition.** For purposes of this Agreement, “Confidential Information” means any information whether disclosed orally or in writing that is designated as confidential or that reasonably should be confidential given the nature of the information and the circumstances of the disclosure (including patient records and health information). However, “Confidential Information” does not include any information that is generally available to and known by the public (other than as a result of its unauthorized disclosure by a Party), available to a Party on a non-confidential basis prior to the disclosure, received by a Party on a non-confidential basis from a third person who is not under an obligation to maintain the confidentiality of the information or any aggregated and blinded data that cannot be identified to a specific party.

6.2 **General Treatment of Confidential Information.**

(a) Both Parties must hold Confidential Information relating to the other Party in strict confidence, and must not disclose any Confidential Information to any person except its affiliates and representatives that have a reasonable need to have access to the Confidential Information in connection with performing its obligations under this Agreement.

(b) Both Parties must advise each of its representatives, including the Staff, of the obligation to keep all Confidential Information strictly confidential.
SECTION 7. MISCELLANEOUS.

7.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, which law shall govern the rights and obligations of the parties, without reference to conflict of law rules, and shall be enforceable in the state and federal courts located in New York.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior representations, agreements and understandings (including any prior course of dealings), both written and oral, between the parties with respect to the subject matter hereof. Captions herein are inserted for convenience, do not constitute a part of this Agreement, and shall not be admissible for the purpose of proving the intent of the parties. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and without regard to which Party drafted the same.

7.3 Amendments and Waivers. This Agreement and any of the provisions hereof may be amended, waived (either generally or in a particular instance and either retroactively or prospectively), modified or supplemented, in whole or in part, only by written agreement signed by the Parties; provided that the observance of any provision of this Agreement may be waived in writing by the Party that will lose the benefit of such provision as a result of such waiver. The waiver by a Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of a Party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7.4 Assignment. Neither Party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations under this Agreement.

7.5 Binding Effect Upon Successors. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of each of the Parties.

7.6 Severability. If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable.

7.7 Notices. Any notice required to be given under this Agreement must be in writing, postage and delivery charges pre-paid, and may be sent by hand delivery, overnight mail service, first-class mail, certified mail or electronic mail with return receipt requested, to the Facility or the
Agency at the address, or electronic mail address set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with this section.

If to the Facility:
Chemung County Nursing Facility
103 Washington Street
Elmira NY 14901

If to the Agency:
White Glove Placement, Inc.
89 Bartlett Street
Brooklyn, New York 11206
Email: lmarkowitz@whiteglovecare.net
Attention: Linda Markowitz

All such notices shall be deemed to have been given when received.

7.8 Counterparts. This Agreement may be executed in two or more counterpart original copies, each of which shall be treated as an original, but all of which shall together constitute one and the same instrument.

7.9 Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, neither Party to this Agreement shall be liable to the other for consequential or special damages in connection with the services provided by this Agreement.

7.10 Rate Adjustment.

(a) Circumstantial Cost Increases. If at any time during the term of this Agreement, Agency is required to increase its employee’s compensation due to increase in minimum wage rates or mandatory benefits requirement, or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, or due to inflation, economic supply/demand or unusual situation impacting services, like natural disasters, pandemic etc., Agency shall submit to Facility written documentation of any such circumstantial cost increases. Facility shall review Agency’s written documentation and, at its sole option, consent to a proportional increase in Agency’s billing rates under this Agreement.

(b) Any adjustment in rate will be effective for newly confirmed Agency Employee(s) and will not be construed as an adjustment of rates already in effect for Agency Employee(s) on contract assignment at the time of a rate update, unless mutually agreed otherwise.

(c) Unless a mutual agreed upon effective date is present, advanced notice of 14 days shall be provided prior to any rate adjustment to go into effect.
7.11 **Force Majeure.** The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, delays in regulatory approvals or other cause beyond the control of the parties, either party is unable to entirely perform its obligations hereunder, such non-performance shall not be considered a breach of this Agreement. The Party claiming excusable delay shall use commercially reasonable efforts to immediately notify the other Party of the force majeure condition and to mitigate the effects of the force majeure condition giving rise to the delay so as to continue performing as required hereunder as expeditiously as reasonably possible.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Signed by:

WHITE GLOVE PLACEMENT, INC.:

Signature___________________________________________________

Print Name__________________________________________________

Title_____________ Date___________________________

CHEMUNG COUNTY NURSING FACILITY

Signature___________________________________________________

Print Name__________________________________________________

Title_____________ Date____________________
EXHIBIT A

FEE SCHEDULE AND PAYMENT POLICIES

1. The Facility’s payments shall be in accordance with the following hourly rates:

<table>
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<th>Classification</th>
<th>Rate</th>
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<td>Registered Nurse / Supervisor</td>
<td>$86.50</td>
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<tr>
<td>Registered Nurse</td>
<td>$79.00</td>
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<tr>
<td>Licensed Practical Nurse</td>
<td>$61.50</td>
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<tr>
<td>Certified Nurse Aide</td>
<td>$38.00</td>
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</table>

2. Lunch break time of _____ minutes shall be deducted per shift.

3. Orientation time shall be paid by the Facility on the same basis as other time worked. In the event Facility will accept new grad Staff from Agency, Agency will bill Client/Facility the regular hourly rate on the same basis as other time worked for the duration of orientation time.

4. Long term sponsored nurses to be billed at regular per diem hourly rates according to rate schedule.

5. One and one-half times the regular hourly rate will be charged for all hours worked in excess of forty hours by a Staff member in one week. For purposes of this Agreement, one workweek consists of seven consecutive days beginning and ending at 7am on Sunday.

6. The holiday rate is one and one-half times the regular hourly rate and will be charged on all hours worked during a holiday. Holiday shifts begin with 11 PM to 7 AM shift of preceding day and end with 3 PM to 11 PM shift on the actual holiday. The Agency observes the following holidays:
   a. New Years Day
   b. Independence Day
   c. Labor Day
   d. Thanksgiving Day
   e. Christmas Day
   f. Memorial Day
   g. Presidents Day
   h. Martin Luther King Day

7. Payment shall be remitted within 60 days of invoice date.
Resolution authorizing agreement with SRF Consulting Group, Inc. on behalf of the Chemung County Planning Department

Resolution #: 22-439
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
This agenda item requests approval of a term agreement with SRF Consulting Group, Inc. to provide on-call support services to the Planning Department for various transit related work.

ATTACHMENTS:

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July 28, 2022

Kevin Meindl
Transportation Council Director
Chemung County
400 E. Church Street
Elmira, NY 14901

Subject: Proposal for Professional Services for CTRAN On-Call Transit and Transportation Support, Chemung County, NY

Dear Mr. Meindl:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for on-call transit support services. Our qualifications were submitted to Chemung County in a proposal document dated June 17, 2022 and included in this document as Attachment B.

Scope of Services

SRF will provide professional services on an as-needed basis. Individual tasks shall be assigned by Chemung County staff. At that time the SRF Project Manager shall provide an estimate of the amount of time/fee for the individual task utilizing rates based on our June 2022 proposal submission, and current 2022 rates by classification. The following is a list of potential services offered by SRF, including, but not limited to:

- State and Federal Compliance
- National Transit Database reporting, Developing Performance Measures and Targets, Transit Asset Management Planning, and Coordinated Planning
- Disadvantaged Business Enterprise Program Support
- Title VI Planning, Analysis, and Program Development
- Facility Planning
- Transit Route Analysis and Planning
- Transition Plan to Study the Feasibility Of Low Or Zero Emission Vehicles
- Organizational and Strategic Planning
Assumptions

All task orders issued under this master agreement will be subject to the Standard Terms and Conditions included in Attachment A, and will be reviewed by SRF Consulting Group prior to execution.

Schedule

Each task order will be completed within a mutually agreed-upon time schedule to be determined in each scope of work. The term of this agreement will be through December 31, 2023, with the option to extend for up to three one-year terms.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, this initial contract term will have a “not-to-exceed” amount of $95,000 which includes both time and expenses.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and qualifications (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jkapper@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.
This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.
The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. (“SRF”) and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE
   a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF’s profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF’s service.
   b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF’s services under this Agreement are being performed solely for the CLIENT’s benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF’s standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF’s invoice, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers’ Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys’ fees and defense costs) to the extent caused by SRF’s negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT’s sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney’s fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA
   a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.
b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF’s reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor’s work, since these are solely the Contractor’s rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF’s own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF’s scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.
Resolution authorizing application for and acceptance of New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling Program on behalf of the Chemung County Planning Department

Resolution #: 22-440
Slip Type: GRANT
SEQRA status: Part-time
State Mandated: False

Explain action needed or Position requested (justification):

Request authorization for approval for the application and acceptance of the New York State Dept. of Environmental Conservation Municipal Waste Reduction and Recycling Program. The overall goal of Municipal Waste Reduction and Recycling (MWRR) grants program is to assist municipalities in expanding local waste reduction and recycling programs and to increase participation in those programs. Under this grant opportunity, the MWRR State Assistance Grant program can help fund the costs of Recycling Education, Coordination, Planning and Promotion. Eligible projects are expected to enhance municipal recycling through activities that coordinate recycling activities, as well as encourage participation in local recycling programs.

Chemung County Planning Dept. will work directly with staff from Cornell Cooperative Extension of Chemung County to fulfill the goals of this program. The required local share for this program will utilize the existing funding allocated to CCE rather than an additional expense from the county planning budget.

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) summarizes the agreement between Cornell Cooperative Extension Chemung County and the Chemung County Environmental Management Council as necessitated by the contract between CCE Chemung and Chemung County in which CCE Chemung is to provide staff support to the Environmental Management Council. Both parties are entering into this agreement to clarify roles and responsibilities and to better serve the citizens of Chemung County. The following understandings are based on criteria for CCE Chemung to enter into staffing arrangements for other entities and will guide the relationship, until modified or amended by both parties:

1. Purpose:
   The purpose of this MOU is to articulate the roles and responsibilities of CCE Chemung County and the EMC in regards to the contract between Chemung County and CCE Chemung in which it states that CCE Chemung will provide staff support, specifically the EMC Coordinator, to the EMC and provide the following services:
   - Assume daily responsibilities normally conducted by EMC Planning staff.
   - Schedule monthly meeting notices, minutes, correspondence, annual State aid request, staff findings and/or recommendations
   - Coordinate special EMC projects
   - Handle citizens’ questions/concerns
   - Work with local municipalities on State Environmental laws and their impact
   - Develop, implement and coordinate all project activities as required by the EMC.

2. Mission of CCE Chemung:
   The CCE Chemung County is a subordinate governmental, unincorporated 501(c) (3) organization of residents of Chemung County in cooperation with Cornell University and the USDA in accordance with subdivision 8(b) of section 224 of the County Law as last amended by the NYS Legislature. CCE Chemung is part of New York State’s Cornell Cooperative Extension system with the objective of extending the educational resources of Cornell University and other land grant institutions to the people of Chemung County to foster economic, social, and environmental improvement of its individuals, families, and communities. CCE Chemung also works to further the mission of CCE, which is to “enable people to improve their lives and communities through partnerships that put experience and research based knowledge to work.”

3. Mission of the Chemung County EMC:
   The Chemung County EMC was established by the passage of a resolution of the Chemung County Legislature in 1974 following the adoption of Article 47 of the New York State Environmental Conservation Law in 1970. Members of the Council are appointed by the Chemung County Legislature. The powers and duties of the Council are:
   a. Advise the County Legislature on matters affecting the preservation, development, and use of the environment.
   a. Conduct a public informational program to foster an increased understanding of environmental issues.
c. Develop and recommend a program to improve coordination and effectiveness of public and private projects related to environmental quality.
d. Encourage establishment of commissions for conservation of the environment.
e. Maintain liaison with regional planning entities.
f. Conduct studies, surveys, and inventories of natural resources and make recommendations to the County Legislature for appropriate preservation and use.
g. Recommend to the County Legislature plans and programs for environmental improvement for inclusion in the County master plan.

4. Mission Fit:
In reviewing the missions of CCE Chemung and the Chemung County EMC, we see that there is significant fit, especially in regard to the EMC’s educational role to both the County Legislature and to the greater community to improve the environment, as well as its role in encouraging and facilitating citizen organization, action, and communication.

5. Clarifying Roles:
Although there is significant mission fit, we recognize that CCE Chemung and the Chemung County EMC are two different entities. The role of the EMC Coordinator will be to facilitate the EMC group and to implement the educational programs of the EMC. EMC members are not volunteers of CCE Chemung. Recommendations and other non-educational or non-facilitative actions of the EMC will be made by and attributed to the EMC and its members and not the EMC Coordinator or CCE Chemung. To assure that the work of the EMC Coordinator meshes with the CCE Chemung mission and that his/her activities fall with accepted liability guidelines, an annual plan of work will be developed by the EMC Coordinator with input from the EMC and his/her CCE Chemung supervisor and then reviewed and approved by both the EMC and the Board of Directors of CCE Chemung.

6. Conflict of Interest:
Both parties (EMC and CCE Board of Directors) agree to review this agreement annually for potential conflicts of interest in regards to content, roles, or credibility in the community and to amend the agreement to as necessary.

7. Compensation:
CCE Chemung will be compensated a total of $15,000 by Chemung County for the salary and expenses of the EMC Coordinator, as well as for associated administrative costs.

8. Hiring and Supervision:
Although CCE Chemung agrees to consult with the EMC during the hiring process of the EMC Coordinator, the County and the EMC grants CCE Chemung the authority to hire and supervise the employee(s) conducting the EMC program following CCE standard HR policies and procedures. This includes the EMC Coordinator participating in regular CCE Chemung staff meetings, preparing reports, and following financial procedures.
9. Extending Cornell University and Extension Resources:
   As mentioned, the educational role of the EMC and the work of the EMC Coordinator, will benefit from a strong connection to Cornell and the greater national Extension system. The program will improve the connection with Cornell campus resources and extend the resources into the community, helping to achieve the mission and objectives of CCE.

10. Duration:
    The term of the agreement is from January 1, 2008 to December 31, 2008.

11. Termination:
    This agreement can be amended at any time upon approval of both parties. Both parties reserve the right to terminate this agreement for any reason, but agree to give the other at least 60 days advance notice.

   CCE Chemung Representative ________________________________
   Date: ________________________________

   County/Chemung EMC Representative ________________________________
   Date: ________________________________
Resolution authorizing application for and acceptance of New York State Local Waterfront Revitalization Program Grant on behalf of the Chemung County Planning Department

Resolution #: 22-441
Slip Type: GRANT
SEQRA status: State Mandated False

Explain action needed or Position requested (justification):
Requesting a resolution authorizing application for and acceptance of NYS Dept. of State Local Waterfront Revitalization Program Grant on behalf of the Chemung County Planning Dept. The Planning Dept. requests authorization to apply for and accept the Local Waterfront Revitalization Program (LWRP) plan for the Town of Elmira. The local share requirement will be split evenly between the Town of Elmira and Chemung County. An approved LWRP will open up an additional funding stream for future capital projects identified within the LWRP. More information on the LWRP program can be found at the following link: https://dos.ny.gov/local-waterfront-revitalization-program.

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RFA #22-LWRP-1

New York State
Department of State
Office of Planning, Development & Community Infrastructure
Environmental Protection Fund
Local Waterfront Revitalization Program
2022 – 2023 REQUEST FOR APPLICATIONS

RFA Release Date: May 2, 2022. This Request for Applications (RFA) has been posted on the Department of State’s (Department) public website at https://dos.ny.gov/funding-bid-opportunities. All applicants are strongly encouraged to read the RFA in its entirety as grant program requirements may change from year to year.

RFA Updates/Questions: Any updates and/or modifications to this RFA will be posted on the Department’s website at https://dos.ny.gov/funding-bid-opportunities.

Written questions will be accepted until June 17, 2022. Questions should be submitted by e-mail to opd@dos.ny.gov or in writing to the address below. When corresponding by e-mail, clearly indicate the subject as: “22-LWRP-1 RFA Questions”. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Responses to questions received by June 17th will be posted by July 8th on the Department’s website at: https://dos.ny.gov/funding-bid-opportunities. No responses will be provided to inquiries made by telephone, social media, or by contacting DOS staff directly via email or telephone.

It is recommended all applicants review the final responses. The responses to questions received during this time period will be official responses by the Department to questions and will be incorporated into this Request for Applications.

Webinars: Webinars which provide an overview of the application process and program requirements are available at http://regionalcouncils.ny.gov/. All potential applicants are encouraged to view these webinars.

Applications Due: Applications are due by 4:00 PM, July 29, 2022, and must be submitted through the web-based Consolidated Funding Application, as noted below.

Application Submission: To apply, or to access related Consolidated Funding Application materials, go to http://regionalcouncils.ny.gov/

Contact: NYS Department of State
Office of Planning, Development & Community Infrastructure
Attn: LWRP RFA Questions
99 Washington Avenue, Suite 1010
Albany, NY 12231
opd@dos.ny.gov

Letter of Support: Letters of support are not required but may be submitted through the CFA portal. Letters may be addressed to Secretary of State Robert J. Rodriguez, c/o Office of Planning, Development and Community Infrastructure, 99 Washington Avenue, Suite 1010, Albany, NY 12231.
Local Waterfront Revitalization Program
2022 – 2023 REQUEST FOR APPLICATIONS

I. INTRODUCTION:

The Department is soliciting applications through the New York State Consolidated Funding Application (CFA) under Title 11 of the Environmental Protection Fund Local Waterfront Revitalization Program (EPF LWRP) from eligible villages, towns, cities located along New York’s coasts or designated inland waterways, or counties (with the consent and acting on behalf of one or more eligible villages, towns, cities) to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Updating a Local Waterfront Revitalization Program (LWRP)
- Preparing an LWRP Component, including a Watershed Management Plan
- Updating an LWRP to Mitigate Future Physical Climate Risks
- Implementing a Local Waterfront Revitalization Program or a completed LWRP Component

The Local Waterfront Revitalization Program, at its core, provides for more accessible, sustainable and resilient waterfront communities. The Department encourages applications that create public access to outdoor recreation and consider resiliency in design. Projects that create dynamic public areas, improve community parks and trails, and enhance recreational opportunities can provide a significant stimulus for the local economy and set the stage for community resiliency. Public investment in these types of projects can not only increase public access and enjoyment of the waterfront, but also spur private investment, create jobs, and grow the economy.

- Applications can include one planning project or one implementation project.
  - Planning projects may include preparation of an LWRP or Watershed Management Plan
  - Implementation may include feasibility, marketing, design, design/construction, and construction.

- Only applications for projects that can be completed within five years will be considered.

- One implementation project may include construction of a variety of enhancements such as dockage, fishing access, and other park amenities if they will all be constructed within the same park/location.

- Applications may include multiple implementation projects in multiple locations only if the projects are similar in type/scope and clearly address a common critical issue identified in a relevant LWRP or LWRP Component funded by the Department.

- Applicants may submit more than one grant application.

The EPF LWRP is a reimbursement program. State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department. For the purposes of determining if a CFA applicant is eligible to receive state assistance at a rate of 85% of the total eligible project cost under this solicitation see criteria listed in VII. Funding and Budget Guidance Environmental Justice (page 13). Applicants must identify the amount, type and source of eligible local match, and demonstrate that it has been secured; failure to do so may result in a reduced award amount for qualifying applications.

Applicants are required to demonstrate that projects are ready to move forward. A contract period will not exceed five years. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis and only if significant progress has been demonstrated. Applicants will be required to prepare and submit a project work schedule and timeline that includes major tasks and milestones with completion dates for each.
This Request for Applications is available on the Department’s website: https://dos.ny.gov/funding-bid-opportunities. All applicants are encouraged to read the RFA in its entirety as grant program requirements may change from year to year. Any updates and/or modifications to this RFA will also be posted on this webpage.

Written questions will be accepted until June 17, 2022. Questions should be submitted by e-mail to opd@dos.ny.gov or in writing to: NYS Department of State Office of Planning, Development & Community Infrastructure, Attn: LWRP RFA Questions, 99 Washington Avenue, Suite 1010, Albany, NY 12231.

When corresponding by e-mail, clearly indicate the subject as: “22-LWRP-1 RFA Questions”. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Responses to questions received by June 17th will be posted by July 8th on the Department’s website at: https://dos.ny.gov/funding-bid-opportunities.

No responses will be provided to inquiries made by telephone, social media, or contacting DOS staff directly via email or telephone.

It is recommended all applicants review the final responses. The responses to questions received during this time period will be official responses by the Department to questions and will be incorporated into this Request for Applications.

Documents uploaded to the CFA cannot be larger than 30 MB in size. Every effort should be made to reduce the file size to meet this requirement and submit the attachment through the CFA. However, if this is not possible the document or link to FTP site may be submitted before 4:00 PM on July 29, 2022 via email to opd@dos.ny.gov. The applicant's name and CFA# should be included in the subject line. If documents submitted separately are not received by 4:00 PM on July 29, 2022, they will not be considered, however the application will still be reviewed.

II. ELIGIBLE APPLICANTS:

Eligible applicants are:
- A village, town, or city located along New York’s coasts or inland waterways as designated pursuant to Executive Law, Article 42.
- A county with the consent and acting on behalf of one or more eligible villages, towns or cities.

An eligible applicant may apply for general planning needed to advance any of the eligible activities listed below in Section V.

Applicants may partner with counties or other organizations; however, only applications from eligible applicants will be evaluated for funding. Only the eligible applicant will be awarded a contract. Applications submitted by not-for-profit organizations and for-profit organizations are ineligible and will not be scored.

For applications submitted by a county, with the consent and acting on behalf of one or more villages, towns, or cities, the county is required to attach a letter or resolution from each eligible municipality participating in the project which demonstrates their consent and support for the application.

III. FUNDING OPPORTUNITY:

The Department is making approximately $16,300,000 available to fund applications for the Local Waterfront Revitalization Program grants, up to $2 million of which is available for updates to existing LWRPs to mitigate future physical climate risks. Approximately $10.5 million of the available funding will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are:

- densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment; or
- where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities
IV. NEW YORK STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT

Awards made through this grant program shall be consistent with the State’s Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

V. ELIGIBLE ACTIVITIES:

New York State’s approach to managing waterfront areas recognizes that while State government can promote development and provide protection for critical resources and environments, municipalities are in the best position to determine their own waterfront objectives and to adapt statewide approaches to meet specific local needs. Accordingly, the Department, pursuant to the State Waterfront Revitalization and Coastal Resources Act, has encouraged waterfront communities to prepare Local Waterfront Revitalization Programs (LWRPs).

An LWRP is a comprehensive land and water use plan that expresses a vision for a community’s waterfront area, addresses State Coastal Policy to reflect local or regional needs, and outlines the organizational structure, local laws, and projects necessary to implement the program. The State Coastal Policies, set forth in the State of New York Coastal Management Program are enforceable coastal policies for managing the State’s coastal resources by preserving and using coastal resources in a manner that balances natural resource protection and the need to accommodate economic development.

New York communities are faced with increased risks related to climate change, such as more intense and frequent rain events and greater coastal storm flooding. The development of LWRPs provide the opportunity for communities to address risks from flooding, sea level rise, and storm surge through the incorporation of resilience measures such as the preservation and use of natural protective features and local laws that can guide appropriate land use to better avoid impacts of these natural hazards.

By preparing an LWRP, community stakeholders have the opportunity to evaluate local waterfront resources, develop goals and a comprehensive strategy for the best use of those resources, propose future projects, and adopt a local program that will guide appropriate development. Development of LWRPs can also provide a regional framework to cooperatively address revitalization issues and advance ongoing and emerging state initiatives including, but not limited to, regional economic development, community resilience and sustainability, smart growth, public health outcomes and environmental justice.

The benefits of preparing and implementing an LWRP include development of a consensus-driven, unified vision for the community; technical assistance from the Department; increased chances for obtaining financial assistance from public and private funding sources; and, coordinated review between federal, State, and local agencies as appropriate for proposed projects and government actions within the LWRP boundary.

For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an eligible applicant must be currently preparing an LWRP or LWRP Component or have an approved LWRP or LWRP Component. The proposed project must be located within the LWRP boundary or LWRP Component boundary.

For construction of projects needed to advance eligible activities, an eligible applicant must have an approved or substantially completed LWRP or relevant LWRP Component.

For the purpose of this solicitation, a substantially complete LWRP at a minimum must include complete draft LWRP Sections 1-4 which the public has been given two opportunities to review and comment on. The proposed project must be located within the LWRP boundary or LWRP Component boundary.
A substantially complete Watershed Management Plan (WMP) at minimum must include complete draft Watershed Characterization, Watershed Management Recommendations, and Implementation Strategy which the public has been given two opportunities to review and comment on. The proposed project must be located within the WMP boundary. The list of coastal waterbodies and designated inland waterways is defined in NYS Executive Law, Article 42, Section 911 available at https://www.nysenate.gov/legislation/laws/EXC/911.

Preparing or Updating a Local Waterfront Revitalization Program (LWRP)

An LWRP is a comprehensive land and water use program that expresses a vision for the waterfront and addresses local conditions through State coastal policies to reflect local or regional needs and objectives and allow them to be enforced at the local level. Preparation of an LWRP is a principal means of implementing the State's Coastal Management Program and plays a significant role in addressing relevant issues for a given region or place, bringing to bear the resources and authorities of local governments and engaging the public in the management and use of resources having an ecological, physical, social, visual, or economic relationship to the waterfront. Any municipality or two or more contiguous municipalities acting jointly to address shared resources may prepare a waterfront revitalization program, however, separate LWRP documents may be required for each municipality.

The LWRP must plan for long term land and water uses for the local waterfront area and specify the legal techniques for implementation. Any of the local land use controls used in New York State, such as zoning, subdivision review, site plan review, cluster, historic preservation, planned unit development, and environmental regulation, may be used to implement the program. It is required that local governments adopt a local consistency review law to require that local agencies carry out their actions in a manner consistent with the approved LWRP. When estimating the budget to prepare an LWRP, it is recommended that adequate resources are included to complete all tasks in the generic work plan, potential new or revised zoning/land use regulations necessary to implement the LWRP, and legal review.


Communities with an approved LWRP are encouraged to regularly update their LWRP to reflect changes in local conditions and community goals. An LWRP update can include a revision of all LWRP sections; focus on a specific section or issue; amend the LWRP boundary; reflect changes in land use; or identify new project proposals. An update to the LWRP will ensure the plan is current and well-connected to short and long-range community objectives.

Applicants may apply for funding to prepare, complete, or update an LWRP, using the LWRP Preparation Guidance, which may include:

- developing public consensus on a vision for the future of a region or a community through community visioning, public meetings and workshops, focus groups, charrettes, etc.
- identifying regional and local assets, potential risks, opportunities, and issues within the defined waterfront area with regard to: development and infrastructure; fish and wildlife habitats and resources; flooding and erosion hazards; resiliency; public access and recreation; historic and scenic resources; agricultural lands; energy and ice management; wetlands, water and air resources; and other social, cultural, economic and environmental interests
- developing goals that strike a balance between economic development and preservation to advance State coastal policies
- addressing and incorporating all applicable State coastal policies commensurate with local conditions and circumstances into a new or existing waterfront revitalization strategy or plan
- determining appropriate land and water uses to implement community goals and objectives for the waterfront
• recommending public and private projects to implement the LWRP
• providing the local organizational and legal structure, including the adoption of necessary zoning and local laws to implement the LWRP
• incorporating a NY Rising Community Reconstruction Plan or NY Rising Countywide Resiliency Plan, Long Term Community Recovery Plan or other resiliency plan

Preparing a Local Waterfront Revitalization Program Component

Preparation of an LWRP is a principal means of implementing the State's Coastal Management Program at the local level. While we encourage communities to complete a full LWRP inclusive of the consideration of all enforceable State coastal policies and local waterfront geographical areas, for some communities it may be appropriate to advance toward a complete LWRP in stages to address the most time sensitive and geographically significant priorities and policies.

LWRP Components will provide local governments with increased flexibility to better manage their coastal resources, help to develop local and regional capacity to effectively address revitalization issues through the LWRP process, and will further strengthen the NYS Coastal Management Program's and the Department’s ability to work in partnership with local governments.

An LWRP Component focuses on one or more topic(s) or section(s) of an LWRP or its waterfront, provided that the program constitutes a discrete and cohesive, yet comprehensive, treatment of the subject or subjects addressed, which may be related to environmental, social, regional growth management, or economic conditions. An LWRP Component may focus on one or more State coastal policies that are relevant to the particular conditions and priorities in the municipality, address a significant geographic portion of the municipality’s waterfront, or both.


Applicants may apply for funding for planning activities to prepare a component LWRP using the LWRP Preparation Guidance, which may include:
• addressing select State coastal policies commensurate with local conditions and circumstances,
• determining appropriate land and water uses to implement community goals and objectives for the waterfront in support of furthering select State coastal policies
• developing public consensus on a vision for the future of a region or a community through community visioning, public meetings and workshops, focus groups, charrettes, etc.
• identifying regional and local assets and potential risks, and opportunities and issues within the defined waterfront area with regard to one or more of the following, as appropriate: development and infrastructure; fish and wildlife habitats and resources; flooding and erosion hazards; resiliency; public access and recreation; historic and scenic resources; agricultural lands; energy and ice management; wetlands, water and air resources; and other social, cultural, economic and environmental interests that address one or more of the coastal policies
• developing goals that strike a balance between economic development and preservation to advance State coastal policies
• incorporating applicable State coastal policies into a prior waterfront revitalization strategy or plan
• recommending public and private projects to implement the component LWRP, including public access projects and/or environmental protection projects
• providing the local organizational and legal structure, including the adoption of zoning and local laws to implement the component LWRP and advance the feasibility of future completion of an LWRP

Updating an LWRP to Mitigate Physical Climate Risks
Climate change, sea level rise, drought, increased frequency and intensity of storms, and the resultant effects from these weather-related changes challenge communities and impact services on which residents and tourists depend. The health of communities rests on their ability to reduce or avoid harm and rebound from those impacts when they occur. Communities can move forward successfully only when they are prepared to respond quickly and strategically to changing conditions. An emphasis should be placed on regional strategy development.

Applicants with an adopted and approved, or partially completed, LWRP may apply for grant funding to update their LWRP, which may include updating coastal policies and projects, to mitigate physical climate risks. As part of updating an existing LWRP, an eligible community may consider planning activities including but not limited to the examples below:

- incorporation of an NY Rising Community Reconstruction Plan or NY Rising Countywide Resiliency Plan, Long Term Community Recovery Plan or other resiliency plan
- assessment of risks associated with coastal/riverine flooding and erosion including impacts to wetlands, habitats, and other natural resources
- assessment of risks to critical infrastructure and systems such as water supply, sewage treatment plants, combined sewer overflows, electric utilities, transmission lines, dams, shoreline stabilization infrastructure and other in-water structures, and transportation systems
- assessment of potential impacts to economic sectors including recreation, tourism, and agriculture
- assessment of relevant landscape attributes such as impervious surface area, vegetated stream buffers, water storage capacity, and forested land cover to improve resilience
- identification of strategies related to climate change/drought/sea level rise adaptation that can be implemented through both public and private actions
- identification of severe weather mitigation measures to reduce economic risk associated with or attributable to inaction
- identification of strategies to make health and social services more resilient on a daily basis and responsive during an emergency event
- identification of strategies/projects that will reduce the vulnerability of infrastructure to severe weather events
- identification of opportunities for modifying existing or developing new laws, regulations, policies, and practices to reduce a community's vulnerability to natural hazards and climate change impacts and improve emergency preparedness, pre-weather event management or response protocols
- creation of development tools that optimize land use patterns to meet the needs of vulnerable populations and future growth demands
- identification of public education efforts concerning potential long-term effects from severe weather event damage such as mold, desiccation, contaminated soils, and aquifer impacts
- incorporating New York State sea level rise projections into local plans and projects
- consider issues such as risk assessment, combined benefits, critical facilities, value to the community, public health outcomes, and coordination of timing with other improvements within a regional context

Additional climate change and resilience resources are available at: [http://opdgig.dos.ny.gov/#/focus/resilience](http://opdgig.dos.ny.gov/#/focus/resilience).

**Implementing a Local Waterfront Revitalization Program or Local Waterfront Revitalization Program Component**

Applicants may apply for implementation funding for activities on publicly-owned property or where a permanent public interest, such as an easement (e.g. public access, conservation) has been established, including but not limited to:

- construction projects necessary to implement an LWRP or LWRP Component
- site-specific community, waterfront redevelopment, and resiliency projects including design, construction and/or implementation activities related to identified projects in a comprehensive redevelopment program:
  - existing conditions analysis;
• preparation of concept plans, site redevelopment strategies and RFP for redevelopment projects;
• project-specific design, cost estimating, construction and permitting documentation;
• site preparation and construction of public amenities and infrastructure; trails, launch sites and directly related infrastructure and improvements;
• creation, expansion, or improvement of accessible parks, public gathering spaces and entertainment amenities;
• adaptive reuse of underutilized and abandoned buildings in public ownership;
• acquisition due diligence (e.g., title work, appraisals, surveys);
• development of design guidelines and standards;
• streetscape and gateway improvements, including but not limited to: pedestrian walkways, sidewalks, bike lanes and multi-use trails; crosswalks and other pedestrian safety enhancements, directional, informational signage; lighting, street trees, benches, planters, bicycle racks, trash receptacles, landscaping, and building facades;
• installing or ensuring access to secure bike or car parking near transit hubs or shuttle services;
• project-specific planning, feasibility, design, marketing or education (Scope of work for design projects should include completion of final design, permitting and bid documents.)
• developing regional, intermunicipal, or local Geographic Information Systems to improve management of coastal areas and resources, and improve impact prediction and assessment and mitigation and adaptation planning
• marketing, promotion, and economic feasibility and resiliency studies including marketing campaigns, brochures, website design;
• establishment of cultural, historic, arts, and entertainment districts
• implementation of priority actions to improve community resilience and reduce risks associated with sea level rise, erosion, storm surge and flooding
• amendment or adoption of local land and water use controls to improve community resilience to storm events and sea level rise
• incorporate climate resilience vision, goals and strategies into local plans and projects
• development of educational outreach/training materials and programs to improve community resilience to severe weather and sea level rise impacts
• engineering, design, and/or construction of projects to make public facilities more resilient to potential severe weather and sea level rise impacts
• projects for the conservation, restoration, and enhancement of natural protective features and processes such as flood plains, wetlands, vegetated buffers, living shorelines, dunes and sediment transport
• green infrastructure projects that address water quality and stormwater management such as rain gardens, bioretention areas, and porous pavement
• advancement of projects related to building or improving community resilience that advance LWRP policies.
• advancement of projects which celebrate the Bicentennial of the Erie Canal by creating new waterfront public access sites or improving and/or expanding existing sites along the NYS Canal System.

Applications to fund design and construction of wastewater treatment infrastructure or herbicide application are not eligible for funding and will not be scored.

The generic work plan which describes the tasks necessary to implement design and construction projects is available at: https://dos.ny.gov/funding-bid-opportunities. Approved LWRPs are listed at: https://dos.ny.gov/local-waterfront-revitalization-program

**LWRP Component: Watershed Management Plan (Planning or Implementation)**
A watershed management plan is a type of LWRP Component that produces a comprehensive plan to protect and restore specific waterbodies and their watersheds by identifying and prioritizing land uses and capital projects to reduce point and nonpoint source pollution, and protect or restore water quality, tributary corridors and aquatic habitats. As significant contributing areas surrounding and draining into a waterbody generally lie within more than one municipal jurisdiction, the preparation of cooperative, intermunicipal plans for a specific watershed can be an effective way to achieve local, regional and statewide goals. These plans can form the factual basis for the LWRP inventory and supports policy explanations dealing with water quality and water resources.

Local business, recreation, tourism, agriculture, industry, and economic development are dependent on high-quality water resources. Often, for communities surrounding a lake or embayment or those bordering a river or stream, good water quality significantly contributes to their economy. Regions are similarly dependent on their natural assets. Guiding activities to protect and promote natural and economic assets on an intermunicipal, watershed basis can be an effective way to make the most of human and financial resources to address concerns and to achieve shared goals. Networking with experienced local governments, agencies, and organizations leads to efficiencies that minimize the costs of protecting and restoring natural assets. The Department’s guidebooks on waterfront revitalization and watershed planning are available at https://dos.ny.gov/library.

Funds are being made available for the preparation and implementation of intermunicipal plans that identify and assess key assets, problems, threats, and municipal land use development controls and practices, emphasizing water quality improvement, protection, and restoration. Projects funded under this category are expected to have significant regional benefits.

**Planning**

Applicants may apply for grant funding to prepare or update an LWRP Component focusing on watershed management, that includes:

- identify connections between water quality protection, waterfront revitalization, and climate change mitigation and adaptation
- conducting public participation to develop consensus on issues and actions needed to advance revitalization and water quality goals
- inventorying, analyzing and characterizing the watershed including land cover, land and water uses, and infrastructure
- identifying and assessing key natural, cultural and economic assets
- identifying problems, impairments, and threats including nonpoint and source water impairments, invasive species, chronic flooding, harmful algal bloom, etc. and assessing their causes
- assessing and modeling of nonpoint source pollution to identify impairments including onsite waste water treatment systems and stormwater
- assessing land and water use controls (laws, programs and practices) to protect water quality and guide appropriate development
- quantifying the benefits of high water quality to local areas and the regional economy
- identifying issues and opportunities
- preparing strategies to protect water quality and promote sustainable economic development and community revitalization
- identifying local, state and other technical and financial resources needed for implementation of proposed projects and actions
- planning for the protection and promotion of natural assets on an intermunicipal watershed basis
- prioritizing projects and actions on an intermunicipal basis to improve and protect water quality
- developing systems to track implementation and measure and report on success
- preparing of a Health Impact Assessment to identify and evaluate public health outcomes of a strategy, approach, or project(s) contained in an existing Watershed Management Plan or one under preparation
Implementation

Applicants may apply for implementation funding for activities including but not limited to:

- implementation of priority actions to protect and restore water resources
- amendment or adoption of local land and water use controls to provide coordinated watershed management for protecting water quality
- development of education, outreach/training materials and programs to reduce causes of impairments and threats to water quality including the ecological and financial costs of nonpoint and source water impairments, invasive species, chronic flooding, and harmful algal blooms
- advancement of projects that preserve or restore natural landscapes that protect water quality and catalyze waterfront revitalization including advancing green infrastructure projects that lead to the preservation or restoration of natural landscapes, such as forests, floodplains and wetlands, and/or the reduction of watershed imperviousness and preservation of groundwater infiltration
- feasibility analysis, design or construction water quality projects
- public access projects
- environmental protection projects

Applications to fund design and construction of wastewater treatment infrastructure or herbicide application are not eligible for funding and will not be scored.

VI. REQUIREMENTS FOR IMPLEMENTATION AND CONSTRUCTION PROJECTS

For projects which include any design and/or construction work, the applicant must identify the current legal owner(s) for all properties where improvements will be implemented. Applicant must provide proof with the application that all design and construction work will be performed on public property or where a permanent public interest, such as an easement (e.g. public access, conservation) has been established prior to the grant application due date.

The applicant must attach proof of site control and/or permanent public interest. If property is owned by:

- the applicant municipality, submit the property deed or current tax roll.
- a municipality or public entity that is not the applicant, submit the property deed or tax roll with letter of support or resolution from the landowner supporting the project.
- private property owner or not-for-profit, submit the property deed or current tax roll and executed public access easement, conservation easement, or similar legal instrument establishing permanent public interest in the property.

Applications that do not include this documentation will be found ineligible and will not be scored. Note: Site control does not need to be established at time of application for planning, feasibility studies or similar projects which do not include design and/or construction work. The Department shall have the sole discretion of determining if a proposed project meets the DOS program expectations for design and/or construction work.

Construction projects must be in compliance with zoning and other applicable land use regulations. Property where improvements are made must remain accessible to the public and provide direct public benefit for the intended useful life of the project. Projects intended to be open to the public must be open to the general public and not limited to residents of the municipality receiving a grant. Signage to this effect must be provided at these sites. Where improvements are made to a building, access must remain available to the general public and provide a direct public benefit tied to waterfront revitalization.

Property improved with EPF LWRP grants that are sold or transferred out of public ownership and control prior to expiration of the intended useful life will require that grant funds be returned to the Department.
It is required that project design and construction be undertaken under the supervision of an architect and/or engineer licensed to practice in the State of New York. In addition, proper certification from a licensed architect or engineer, as appropriate to the task, will be required for the preparation of designs and specifications and for the submission of as-built plans upon completion of the project.

In addition to responsibility for compliance with local regulations, the grant recipient is responsible for complying with applicable State and Federal laws and regulations, including, but not limited to:

- State Environmental Quality Review Act;
- State Freshwater and Tidal Wetlands Acts;
- US Army Corps of Engineer permits;
- Coastal Erosion Hazards Areas Act;
- Floodplain Management criteria;
- State and Federal laws and regulations for Historic Preservation; and
- Coastal Zone Management Act (federal)
- Waterfront Revitalization of Coastal Areas and Inland Waterways (NYS Executive Law Article 42)

For construction only projects, the applicant is required to submit draft or final design documents with the grant application. Construction projects located within the New York State Coastal Area boundary must be consistent with State Coastal Policies or LWRP coastal policies if the LWRP has been adopted by the municipality and approved by the New York State Secretary of State.

Prior to the start of construction, the successful applicant will be required to install a sign satisfactory to the Department identifying the Department’s funding of the project. The project sign will need to remain in place for the intended useful life of the improvements undertaken.

VII. FUNDING AND BUDGET GUIDANCE

Determining Total Eligible Project Cost and State Funding Request

When estimating the total eligible project cost, the applicant should calculate the cost to complete each task included in the project scope of work which may include costs associated with project management and grant administration. As a reference, DOS generic work plans which describe tasks necessary to prepare an LWRP and implement design and construction projects are available at: https://dos.ny.gov/funding-bid-opportunities. The budget may only include eligible costs described below which directly support the project scope of work. Applicants are encouraged to obtain initial project quotes from a consultant with relevant professional experience and background to inform the budget.

Total Eligible Project Cost * % State Funding (either 0.75 or 0.85) = State Funds Requested

For example, if the total eligible project cost is $200,000, the State Funds Requested would be $150,000 and the Local Match would be $50,000.

$200,000 * 0.75 = $150,000 State Funds Requested

$200,000 * 0.85 = $170,000 State Funds Requested for projects meeting Environmental Justice criteria (see below)

The minimum State assistance request for EPF LWRP grant funding per grant application is $50,000 and the maximum State assistance request is $3 million. Applications requesting under $50,000 in EPF LWRP grant funding will be disqualified and will not be scored.

Eligible Costs
Costs must be adequately justified and directly support the scope of work for the proposed project. Proposed total project costs, including match components, must be essential to project completion. All costs will be paid on a reimbursement basis and must be documented.

Grant funds may be used for the following costs associated with the scope outlined in the application:

**Personal Services** – including direct salaries, wages, and fringe benefits for activities related to project work by municipal employees, including project management, capacity building, and grant administration. Fringe benefits must be outlined in the application and include the organizations’ documented rate.

**Non-Personal Services** – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, capacity building, limited grant administration, and other goods and services.

Equipment purchases will only be considered as an eligible cost if the equipment is essential to accomplish tasks included in project scope of work and is demonstrated to be more cost-effective than renting or leasing the equipment. The application should list each piece of equipment to be purchased with an estimated cost and how it will be used to accomplish project tasks. Equipment purchased with EPF LWRP grant funding cannot be sold without prior approval from the Department. If equipment purchased with EPF LWRP funds is sold without DOS approval, the Department may require that grant funds be returned to the Department. Equipment usage may only be used as local match.

Grant administration activities may include preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or $50,000, whichever is less.

**Land acquisition** – land acquired (e.g., purchase or donation) may only be used as local match for projects that include construction and where the construction occurs on the acquired property. Land must be acquired within three years prior to the grant application due date. Land acquisition is not eligible for match for projects involving only design and engineering. A map identifying the property, and if available, a current appraisal report documenting the property value and a copy of the recorded deed conveying title and ownership must be submitted with the application.

**Ineligible Costs**

The following costs will neither be accepted as the required local match nor reimbursed with grant funds:

**Indirect or overhead costs of the municipality** such as rent, telephone service, administrative support not directly related to project work, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.

**Salaries and other expenses of elected officials**
Fund raising events/expenses

Federal funding (including but not limited to CDBG, FHWA, FEMA, U.S. FWS Boating Infrastructure Grant Program)

Other Environmental Protection Fund awards (including but not limited to WQIP, BOA, Smart Growth, OPRHP EPF)

Land acquisition (except as noted above)

Taxes, insurance, fines, deficit funding

Loan and bond interest and associated fees. The interest associated with a Loan, Bond, or Bond Anticipation Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.

Contingency costs

Lobbying expenses

Cost incurred prior to the contract start date

Costs that are not adequately justified or that do not directly support the scope of work for the proposed project

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

Local Match

State assistance awarded and paid shall not exceed 75% of the total eligible cost for the project, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible cost for the project. The total eligible cost of the project is the total of costs set forth in the grant application, less any federal assistance and other state assistance from the Environmental Protection Fund. In addition, the Environmental Protection Fund grants provided under this program may not be used as the local match for any federal or State grants without explicit written permission from the Department. Local match must be outlined in the application for consideration. State assistance payments will be made to grant recipients based on actual expenditures for eligible costs up to the amount of the grant awarded.

Volunteer services included in the local match are limited to those that are required to complete project tasks. Volunteer services must be listed in the application. Documented volunteer services (non-professional or administrative) may be valued at up to $15.00 per hour. Credit for project related volunteer services requires submission of detailed accurate records using Department approved forms to account for volunteer services to be included as local match. Failure to do so will result in non-approval of accrued volunteer hours for documented match.

Paid and unpaid donated professional services included in the local match are limited to those that are required to complete project tasks and only when services provided are in direct relation to the profession of the individual providing these services. Donated professional services must be listed in the application. Professional or technical services, such as engineering, legal, design, planning, and project management services will be valued at a rate of $60.00 per hour. Construction and other labor services will be valued at the prevailing wage rate set for the locality where the work is performed. Applicants must provide a description of the work to be undertaken by each individual and the reason for using a donated professional services rate rather than the volunteer services rate in the grant application.
Donated services that are not directly related to a profession will be considered as local match at the volunteer services rate. In all cases, detailed accurate records must be kept using Department approved forms to account for services to be included as local match.

**Land acquisition** – As detailed above, land acquired (e.g., purchase or donation) may only be used as local match for projects that include construction and where the construction occurs on the acquired property.

**Environmental Justice**

NYS Environmental Conservation Law § 54-1101 and NYS Executive Law § 42-918 dictate the local match requirements for the Department’s Environmental Protection Fund Local Waterfront Revitalization Program (EPF LWRP) grants. These laws stipulate that state assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

For the purposes of determining if a CFA applicant is eligible to receive state assistance at a rate of 85% of the total eligible project cost under this solicitation, reference Potential Environmental Justice Area mapping created by the Department of Environmental Conservation available at: [https://www.arcgis.com/home/webmap/viewer.html?url=https://services6.arcgis.com/DZHaqZm9cxOD4CWM/ArcGIS/rest/services/Potential_Environmental_Justice_Area__PEJA__Communities/FeatureServer&source=sd](https://www.arcgis.com/home/webmap/viewer.html?url=https://services6.arcgis.com/DZHaqZm9cxOD4CWM/ArcGIS/rest/services/Potential_Environmental_Justice_Area__PEJA__Communities/FeatureServer&source=sd) and the following Department policy:

- The Project Funding and Program Budget section in the CFA should clearly indicate the applicant is seeking State funding from the Local Waterfront Revitalization Program in the amount equal to 85% of the total project cost. This should also be clearly indicated in the LWRP Budget Summary & Detail spreadsheet, submitted as an CFA attachment.
- For applications to prepare or update an LWRP for one municipality, a portion of the LWRP boundary area must be located within an Environmental Justice Area for the grant to receive state assistance of 85% of the total project cost.
- For applications to prepare or update an LWRP or LWRP component for multiple municipalities, each municipality must include an Environmental Justice Area within the planning boundary.
- For applications for design and construction projects, a portion of the project must be located within an Environmental Justice Area for the grant to receive state assistance of 85% of the total project cost.
- For applications that include multiple implementation projects in multiple locations, a portion of the project in each location must be located within an Environmental Justice Area for the grant to receive state assistance of 85% of the total project cost.
- Department GIS analysis must confirm the project is located within a Potential Environmental Justice Area as mapped by the DEC. Confirmation will be determined during the application review.

More information on criteria the DEC used to delineate potential environmental justice areas can be found on the DEC website at [https://www.dec.ny.gov/public/911.html](https://www.dec.ny.gov/public/911.html).

**Sub-contracts**

Sub-contracts should be competitively procured based on the applicable provisions of New York State General Municipal Law. Bids should be inclusive of all costs related to the project, or portion thereof. Bids can be structured as deliverable based or line item (reimbursement) costs. Bid formats cannot be a mixed format.

**VIII. AWARD METHODOLOGIES**
Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored.

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. An application must score a minimum of 50 program criteria points out of a possible 80 points from the Department of State review to receive an award. REDC points are based on regional economic priorities and are assigned by the REDCs.

Approximately $16,300,000 million is anticipated for award for this procurement, with up to $2 million dedicated for updates to existing LWRPs to mitigate future physical climate risks. Approximately $10.5 million of the available funding will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are:

- densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment; or
- where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities

**Award Methodology for Applications for Updating an LWRP to Mitigate Future Physical Climate Risks**
Applications received for updating existing LWRPs for the purpose of mitigating future physical climate risks, will be scored within this grant category and funds will be awarded in rank order, to applications which receive a minimum of 50 program criteria points from the Department of State review, until available funds are exhausted. Any remaining funds from this grant category will be utilized to fund applications received for other grant categories.

**Award Methodology for Applications for Other Grant Categories**
Applications received under other grant categories - preparing or updating a LWRP; preparing an LWRP Component, including a Watershed Management Plan; or Implementing an LWRP or completed LWRP Component – will be scored and funds will be awarded in rank order, to applications which receive a minimum of 50 program criteria points from the Department of State review, until available funds are exhausted.

The Department may make an award under the RFA in whole or in part and may offer partial funding if a particular phase of a project is not ready to move forward. The Department may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to satisfactorily negotiate a proper contract within a reasonable amount of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. The Department will work with other NYS agencies to ensure that duplication of funding does not occur. In the event that an applicant receives full funding from another agency, the Department reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 business days of notification of status of award.

In the event unsuccessful bidders wish to protest the award resulting from this RFA, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: [http://www.osc.state.ny.us/agencies/guide/MyWebHelp/](http://www.osc.state.ny.us/agencies/guide/MyWebHelp/).

**IX. APPLICATION EVALUATION CRITERIA**

Applications will be reviewed according to the specific criteria presented below.
Minimum Criteria

Eligible applicants are villages, towns, cities located along New York’s coasts or designated inland waterways, or counties with the consent and acting on behalf of one or more eligible villages, towns, or cities. Applications will also be assessed to determine if the proposed project is an eligible activity and to ensure that the applicant has documented the ability to provide the required local match.

For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an eligible applicant must be currently preparing an LWRP or LWRP Component or have an approved LWRP or LWRP Component. The proposed project must be located within the LWRP or LWRP Component boundary.

For construction of projects needed to advance eligible activities, an eligible applicant must have an approved or substantially completed LWRP or relevant LWRP Component. The proposed project must be located within the LWRP boundary or LWRP Component boundary.

For projects which include any design and/or construction work, the applicant must identify the current legal owner(s) for all properties where improvements will be implemented. Applicant must provide proof with the application that all design and construction work will be performed on public property or where a permanent public interest, such as an easement (e.g. public access, conservation) has been established prior to the grant application due date.

The applicant must attach proof of site control and/or permanent public interest. If property is owned by:
- the applicant municipality, submit the property deed or current tax roll.
- a municipality or public entity that is not the applicant, submit the property deed or tax roll with letter of support or resolution from the landowner supporting the project.
- private property owner or not-for-profit, submit the property deed or current tax roll and executed public access easement, conservation easement, or similar legal instrument establishing permanent public interest in the property.

Applications that do not include this documentation will be found ineligible and will not be scored. Note: Site control does not need to be established at time of application for planning, feasibility studies or similar projects which do not include design and/or construction work. The Department shall have the sole discretion of determining if a proposed project includes design and/or construction work.

Failure to meet these criteria will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria (maximum of 80 points)

Applications will be evaluated to assess the degree to which they meet the elements of each criterion.

The program criteria (with total available points) and elements are:

Local Waterfront Revitalization Program (0 or 2 points)
- Applicant has a Local Waterfront Revitalization Program which has been locally adopted and approved by the NYS Secretary of State. LWRPs for municipalities within the coastal area must also have received or be in the process of obtaining federal concurrence by the U.S. Office of Coastal Management

Public Engagement and Partnerships (maximum of 4 points)
- Describes an effective approach and process that will be followed to ensure ongoing public participation and engagement during project development, including the involvement of partnering municipalities and the general public
• Demonstrates that the public and stakeholders who would be affected by, or who can advance the project, will be engaged in project planning and implementation
• Demonstrates support from stakeholder(s) directly impacted by project
• Creates or advances regional, intermunicipal, intergovernmental, public, private, or not-for-profit partnerships

Local Capacity and Previous Performance (maximum of 4 points)
• Demonstrates that an effective organizational structure exists to advance and complete the project
• Previously demonstrated capacity and effective organizational structure to manage more than one EPF LWRP project (Only pertains to applicants which have one or more open EPF LWRP contracts)
• Demonstrated high quality performance under previous EPF LWRP contracts, timely submission of contract deliverables, status reports and payment requests (Only pertains to applicants which have had previous EPF LWRP contracts)
• Demonstrated successful completion of EPF LWRP or other State grant awards (Only pertains to applicants which have had previous EPF LWRP or other State grant awards)

Public Benefit (maximum of 20 points)

Regional Significance (maximum of 4 points)
• Improves or protects natural, cultural or economic resources of regional significance
• Consistent with State coastal policies
• Ensures an appropriate balance between development, open space and natural resource protection within the regional context
• Advances efforts to resolve shared issues through creative intermunicipal partnerships
• Redevelops and/or revitalizes a regional center
• Provides a public facility of greater than local importance that will attract visitors within the region
• Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of regional significance
• Advances regional strategies addressing carbon reduction/abatement, energy efficiency or renewable energy

Local Significance (maximum of 4 points)
• Advances an approved or substantially completed LWRP, or LWRP Component
• Creates or advances long-term community revitalization goals and capitalizes on assets, or identifies opportunities for addressing problems documented in an existing LWRP, LWRP Components, or Designated Brownfield Opportunity Area Plans where applicable
• Advances completion of a new phase of a project previously funded by EPF LWRP
• Creates or implements a plan for community resiliency
• Protects, preserves, enhances or restores archeological, historic and/or cultural resources
• Implements a public amenity that is an identified priority for a community
• Addresses environmental justice issues
• Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of local significance

Waterfront Public Access (maximum of 4 points)
• Improves or expands water dependent or water-enhanced public recreation opportunities or facilities
• Incorporates and advances pedestrian, bicycle and paddling trails that connect people to parks, nature and public spaces; and accessible neighborhood parks
• Improves or expands visual/physical access to public waterfront resources, provides new/enhanced public spaces, or enhances community character/visual environment
• Advances the completion of a plan or strategy that enhances the quality and availability of public waterfront resources, including improving, protecting, and restoring water quality
- Facilitates the siting of water dependent uses and facilities
- Promotes or implements access strategies that include integration of all income, ethnic and age groups
- Promotes positive public health outcomes and/or avoids or mitigates negative public health outcomes

**Resiliency & Sustainability (maximum of 4 points)**
- Improves community resiliency to a changing climate, including both adaptation and mitigation strategies to proactively address risks and reduce vulnerabilities and seeks solutions that provides multiple benefits and addresses multiple goals
- Incorporates and advances the benefits of nature through preservation and restoration of natural landscapes, and/or the use of green infrastructure and green infrastructure policies that reduce watershed imperviousness, and preserve groundwater infiltration
- Utilizes non-structural or natural-based measures approaches to promote shoreline resiliency. Only utilizes structural measures where non-structural or nature-based alternative measures have been proven to be inadequate to protect the principal use.
- Ensures that governmental decision-making is based on sound science and considers cumulative effects
- Provides a framework that encourages sustainable development or redevelopment of communities in appropriate locations outside of flood prone areas
- Incorporates consideration of sea-level rise, storm surge and flooding in project design to make public facilities more resilient
- Incorporates and advances carbon reduction/abatement, energy efficiency or renewable energy

**Natural Resources (maximum of 4 points)**
- Promotes conservation and protection of ecosystem integrity
- Protects, enhances or restores habitats including designated significant coastal fish and wildlife habitat, or natural protective features (wetland, floodplain, active river area, beach, dune)
- Protects, enhances or restores a scenic area of local or statewide significance
- Protects agricultural land as a resource that provides for farmland uses and open space
- Implements New York State's Coastal Nonpoint Pollution Control Program, or otherwise protects groundwater or surface water quality and hydrology
- Advances the completion of a plan or strategy that protects, restores, or enhances natural resources

**Economic Value (maximum of 6 points)**
- Generates economic activity, creates immediate and future jobs, offers realistic economic development potential, or contributes to restoration of municipalities' tax bases
- Advances the completion of a plan or strategy that enhances economic vitality in a community or region
- Provides for downtown/hamlet revitalization
- Supports water-dependent commercial and industrial uses, tourism development or agriculture
- Offsets municipal expenses by protecting ecosystem services
- Supports economic development to offset COVID-19 economic impacts
- Complements related activities and projects, and leverages funding under the Environmental Protection Fund, other New York State grant programs, federal grant programs, or other sources of public, not-for-profit and private funds
- Makes efficient use of/protects public investment in resources and infrastructure

**Implementation (maximum of 18 points)**

**Scope of Work (maximum of 6 points)**
- Clearly defines what is to be done, where and how it will be done, who will do it, and when it will be completed
- Identifies a set of clear and discrete tasks that show a logical approach for project completion
- Demonstrates sufficient experience and ability of key project personnel to successfully carry out the project
- Project deliverables are clearly defined and consistent with program objectives

**Time Frame (maximum of 6 points)**
- Demonstrates how the project will be completed within a maximum of five years or less
- Presents a clear and realistic schedule and timeline that includes major tasks, milestones and completion dates

**Project Readiness (maximum of 6 points)**
- Demonstrates the ability to proceed with project upon award
- Demonstrates preliminary work needed to advance the proposed project has been completed (for example, if a construction project, designs have been prepared, permits and/or other approvals obtained, or at least submitted, to facilitate construction)
- Identifies current legal owner(s) of site where improvements will be implemented
- Demonstrates site control has been established, if applicable (i.e. easements, acquisition etc.)

**Disadvantaged and Underserved Communities (maximum of 2 points)**
- Proposed project is located in or primarily serves areas that are densely populated and have sustained physical deterioration, decay, neglect, or disinvestment, or where a substantial proportion of the residential population is of low income or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities

**Smart Growth (maximum of 4 points)**
- Maintains or improves existing infrastructure
- Proposed project is located in a developed area or an area designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan
- Protects, preserves and enhances the State’s resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources
- Fosters mixed land uses and compact development, downtown revitalization, Brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income and age groups
- Provides mobility through transportation choices including improved public transportation and reduced automobile dependency
- Involves participation in community based planning and collaboration
- Ensures predictability in building and land use codes
- Promotes sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations

**Evaluation of Budget and Cost (maximum of 20 points)**

Applications will also be evaluated to assess the degree to which they meet the elements of each criterion below.

- Application describes and documents how the budget and cost were determined. Identifies the person(s) responsible for compiling the budget including relevant experience and background of all parties and the method/approach used to arrive at estimates (maximum of 5 points)
- Budget clearly demonstrates amount, type, and source of eligible local match and demonstrates identified eligible match sources have been secured. (maximum of 5 points)
- Budget includes adequate detail for all project components involved, is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses. Budget is accurate and thorough. Budget narrative includes an explanation for the estimate of each budget line and clearly supports the applicant's need for financial resources requested to achieve project outcome. Budget narrative describes how the grant recipient
will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget. (maximum of 10 points)

Note: Detailed and clear demonstration of local match is required at the time of application. Awards may be reduced or not made if applicant fails to document sufficient, eligible match.

Regional Economic Development Council Endorsement (maximum of 20 points)

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as “endorsement standards.” and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at https://regionalcouncils.ny.gov/.

X. CONTRACT REQUIREMENTS

New York State Grants Gateway
Grant applicants are encouraged to register through the New York State Grants Gateway. To register, log on to http://grantsreform.ny.gov.

Standard Cost Reimbursement Contract
Each successful applicant must enter into a standard cost reimbursement contract with the Department which includes an agreed upon work plan, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with compliance with Article 15-A of the New York Executive Law. The contract will: 1) be subject to approval by the Attorney General and State Comptroller; 2) require submission of final products in both hard copy and electronic format; 3) be subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.

To ensure that funds are awarded to applicants that are ready to move forward, the Department reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements
All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department that alternative proposals and/or quotations for professional services were secured by use of written requests for
proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

**Record Retention and Audits**
The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract with the Department. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the Master Contract and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

**Minority and Women-Owned Business Enterprise Utilization (MWBE)**
Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due-diligence and make good faith efforts to provide meaningful participation by MWBE’s, whenever possible, if awarded the contract.

**Contract Period**
Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2022. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis.

**Amendments**
Amendments will not be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

**XI. SATISFACTORY PROGRESS**
It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.
XII. GENERAL SPECIFICATIONS

1. By signing the “Application Form” each applicant attests to its express authority to sign on behalf of the applicant and to the accuracy of the information contained therein. Applications containing false or inaccurate information may be disqualified upon verification of information by the Department.

2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of any application indicates the applicant’s acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.

4. Provisions upon default:
   a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA
   b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice of the fact and date of such termination to the applicant
   c. If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice of the fact and date of such termination to the contractor. In such case, the contractor shall receive equitable compensation for such services as shall, in the judgment of the Department, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work in which the contractor was engaged at the time of such termination, subject to audit by the State Comptroller.

5. The Department reserves the right, including but not limited, to:
   a. Reject any or all applications received in response to this RFA;
   b. Withdraw the RFA at any time, at the agency's sole discretion;
   c. Make an award under the RFA in whole or in part;
   d. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA;
   e. Seek clarifications and revisions of applications;
   f. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the Department’s request for clarifying information in the course of evaluation and/or selection under the RFA;
   g. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
   h. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
   i. Change any of the scheduled dates;
   j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective applicants;
   k. Waive any requirements that are not material;
   l. Negotiate with applicants responding to this RFA within the scope of the RFA to serve the best interests of the State;
   m. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State;
   n. Utilize any and all ideas submitted in the applications received;
o. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation;
p. Waive or modify minor irregularities in applications received after prior notification to the applicant;
q. Make awards based on geographic distribution;
r. Not to fund an application that fails to submit a clear and concise work plan or budget;
s. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department and the State Comptroller;
t. Award more than one contract resulting from this RFA;
u. In its sole discretion, determine the total number of awards to be granted pursuant to this RFA
v. Offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein;
w. Make additional awards if funding becomes available;
x. Require reporting on forms designed for use solely for this procurement;
y. Not to make any awards pursuant to this RFA. This RFA does not commit the Department to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services; and
z. Make awards based on disadvantaged and underserved community status.
Appendix 1

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

I. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of Department contracts.

Business Participation Opportunities for MWBEs

The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this solicitation, the specific MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals shall be established post award and set forth in the Department contract, in the Attachment B “Budget” (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFA, the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this RFA pending receipt of the required MWBE documentation.

The directory of MWBEs can be viewed at: https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp. For guidance on how the Department will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCCR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker’s contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier’s contract. The portion of a contract with an MWBE serving as a broker 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.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFA, such finding constitutes a breach of contract and Department may withhold payment as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can
be viewed at https://ny.newnycontracts.com, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department. As a contractor of New York State, you have a responsibility to utilize certified minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, proposal or contract documents. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

Applicants are required to submit the MWBE Compliance Form with their application.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

An MWBE Utilization Plan (Form D) or a Certification Letter (Form D-1) stating their commitment to show due-diligence to comply with the MWBE goals and requirements. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval.

The Department shall review the submitted MWBE Utilization Plan or Certification Letter and issue a written notice of acceptance or notice of deficiency within 20 days of receipt of utilization plan or certification letter.

If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, at the address provided below, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

Please see details under “Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications.”

Department may disqualify a respondent as being non-responsive under the following circumstances:

a) If a respondent fails to submit an MWBE Utilization Plan or certification letter;
b) If a respondent fails to submit a written remedy to a notice of deficiency;
c) If a respondent fails to submit a request for waiver; or
d) If Department determines that the respondent has failed to document good faith efforts.

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

Successful applicant(s) will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the New York State Master Grant Contract, Section IV (J) - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition,
replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Additionally, successful applicants will be required to submit the following documents and information within ten (10) business days after the applicant receives notice from the Department that the grant is being awarded as evidence of compliance with the foregoing:

A. Submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (Form A) to the Department.

B. Submit a Workforce Utilization Report (Form C) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at: Email: dos.sm.mwbe@dos.ny.gov

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

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

If you are unable to comply with the MWBE goals, you must request a waiver of these requirements by submitting to the Department the REQUEST FOR WAIVER FORM E, found on the Department funding page, for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals related to this Contract.

3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.

4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.

5. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).

6. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs. Any information and/or documentation to support the efforts to follow up with the MWBEs.

7. Copies of responses to your solicitations received by you from certified MWBEs.

8. A description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their proposals and the date and manner in which these documents were made available.

9. Documentation of any negotiations between you and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.

10. Any other information you deem relevant which may help us in evaluating your request for a waiver.

11. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.

12. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified MWBE, but an application has been filed with ESD.

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

II. SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans’ service to and sacrifice for our nation, declares that it is New York State’s public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: https://ogs.ny.gov/Veterans/.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://online.ogs.ny.gov/SDVOB/search.
Local Waterfront Revitalization Program Area - Town of Elmira

PROPOSED Town of Elmira LWRP Area
City of Elmira LWRP Area
Chemung River

Sources: Esri, HERE, Garmin, USGS, Intechna, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors and the GIS User Community
July 27, 2022

Secretary of State Robert J. Rodriguez
c/o Office of Planning, Development and Community Infrastructure,
9 Washington Avenue
Suite 1010
Albany, NY 12231

Dear Secretary Rodriguez:

I write to express my strong support for the application to the New York State Department of State from Chemung County and the Town of Elmira to develop a Local Waterfront Revitalization Program (LWRP) for the areas in the Town of Elmira adjacent to the Chemung River.

The LWRP will promote greater coordinated development from a shared vision and will build consensus towards creating a vibrant waterfront community that advances regional economic development. The areas surrounding the Chemung River experience flooding and the LWRP planning work will look into potential mitigation and adaptation approaches that build community and infrastructure resilience. This project will build on the City of Elmira’s LWRP and foster inter-municipal collaboration.

Through an LWRP planning process that includes robust public outreach, engagement, education, and inclusion, we will be able to develop shared strategies and approaches to land use and development and identify opportunities for future investments.

As the New York State Senator for the 58th Senate District, I know this work is vitally important to the well-being of my constituents and to regional economic growth.

Should you have any questions, I invite you to contact my office directly.

Sincerely,

Thomas F. O’Mara
NYS Senator, 58th District
July 12, 2022

Secretary of State Robert J. Rodriguez  
c/o Office of Planning, Development and Community Infrastructure  
99 Washington Avenue, Suite 1010  
Albany, NY 12231

Dear Secretary of State Robert J. Rodriguez,

This letter is in support of an application to the New York State Department of State from Chemung County and the Town of Elmira to develop a Local Waterfront Revitalization Program (LWRP) for the areas in the Town of Elmira adjacent to the Chemung River.

The Town of Elmira recognizes the Chemung River as an asset and resource in the community and seeks to plan a future for the waterfront to guide future development, conservation, recreation, and economic activity. The proposed LWRP will build on and expand the current City of Elmira LWRP to create a multi-jurisdiction and collaborative project within Chemung County while preserving local control for areas within Town boundaries.

As Town Supervisor, I am excited to collaborate with the Chemung County Planning Department and the New York State Department of State to develop a vision and framework for the future of our beloved waterfront.

The LWRP will build consensus and work towards creating a vibrant waterfront community that advances sustainable development and regional economic development. The areas surrounding the Chemung River experience flooding and the LWRP planning work will look into potential mitigation and adaptation approaches that build community and infrastructure resilience. Through an LWRP planning process that includes robust public outreach, engagement, education, and inclusion, we will be able to develop shared strategies and approaches to land use and identify opportunities for future investments.

The Town of Elmira gives its full support to developing a LWRP and is excited to begin work.

Sincerely,

[Signature]

David Sullivan  
Supervisor
July 29, 2022

Secretary of State Robert J. Rodriguez  
c/o Office of Planning, Development and Community Infrastructure  
99 Washington Avenue  
Suite 1010  
Albany, NY 12231

Dear Secretary of State Robert J. Rodriguez,

This letter is in support of an application to the New York State Department of State from Chemung County and the Town of Elmira to develop a Local Waterfront Revitalization Program (LWRP) for the areas in the Town of Elmira adjacent to the Chemung River.

The LWRP will promote greater coordinated development from a shared vision and will build consensus towards creating a vibrant waterfront community that advances regional economic development, with conservation in mind. The areas surrounding the Chemung River experience flooding and the LWRP planning work will look into potential mitigation and adaptation approaches that build community and infrastructure resilience. This project will build on the City of Elmira’s LWRP and foster inter-municipal collaboration.

Through an LWRP planning process that includes robust public outreach, engagement, education, and inclusion, we will be able to develop shared strategies and approaches to land use and development and identify opportunities for future investments.

As the Executive Director of the Friends of the Chemung River Watershed, I know this work is vitally important to the health of the Chemung River and the Watershed community, and we are supportive of an environmentally responsible development plan for this project.

Respectfully,

Emily J. Marino - Executive Director
Resolution authorizing application for and acceptance of 2022 Zero-Emission Vehicle Infrastructure Grant Program from the New York State Department of Environmental Conservation on behalf of the Chemung County Planning Department and the Elmira-Chemung Transportation Council

Resolution #: 22-442
Slip Type: GRANT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Requesting a resolution authorizing the application for and acceptance of 2022 Zero-Emission Vehicle Infrastructure Grant Program from the NYS Dept. of Environmental Conservation on behalf of the Chemung County Planning Dept. and Elmira-Chemung Transportation Council. This grant opportunity provides 100% state funding for installation of public use electric vehicle charging stations within disadvantaged communities. There is no local cost share.

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<tbody>
<tr>
<td>_22zevins.pdf</td>
<td>22zevins</td>
<td>Cover Memo</td>
<td>8/5/2022</td>
</tr>
</tbody>
</table>
2022 ZERO-EMISSION VEHICLE INFRASTRUCTURE GRANTS FOR MUNICIPALITIES

Up to $5,000,000 is available in this round to municipalities (counties, cities, towns, and villages of the State of New York) for the purchase and installation of electric vehicle supply equipment (EVSE) or hydrogen fuel cell filling stations primarily for public use. For full program details, see the 2022 Zero-emission Vehicle (ZEV) Infrastructure Grant Program Request for Applications (RFA): http://www.dec.ny.gov/energy/109181.html#ZEV

Infrastructure. Hydrogen filling station components and Level 2 and Direct Current Fast Charge (DCFC) EVSE that appear in the New York State Energy Research and Development Authority (NYSERDA) list of qualified units for the Charge Ready NY Program at https://www.nyserda.ny.gov/All-Programs/ChargeNY/Charge-Electric/Charging-Station-Programs/Charge-Ready-NY/Qualified-Charging-Equipment-and-Networks or appear on the Office of General Services EVSE and Network Services state contract at https://online.ogs.ny.gov/purchase/spg/awards/4040423035CAN.HTM are eligible.

Eligible Expenses. Equipment, supplies, materials, installation costs, electricity, and site preparation costs are eligible.

Award. A municipality may apply for multiple stations in multiple locations; however, the maximum award amount for any one facility (location) is $250,000 and to any one municipality (for multiple locations) is $500,000. There is no minimum award amount.

Requirements. All facilities MUST be available primarily for public use.

Each facility (location) requires a separate application.

If a facility has received funding from the NYSERDA ChargeReady Program, the same facility may NOT receive funding from this program for the same equipment installed under ChargeReady. However, additional units may be placed in the same facility using this program funding.

Match. A match of 0 to 20 percent of the total project cost must be provided as local match based, in part, on the median household income of the municipality. See the RFA for details.

Application. Applications are only available through the New York State Grants Gateway at https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx under the opportunity name “2022 Zero-emission Vehicle (ZEV) Infrastructure Grant Program.” Applications will be accepted through 4:00 pm on September 30, 2022, or until funding is exhausted, whichever occurs first.

CONTACT INFORMATION

Myra Fedyniak
Climate Policy Analyst, Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway, 9th floor, Albany, NY 12233-1030 P: (518) 402-8448 ZEVrebate@dec.ny.gov | www.dec.ny.gov
Resolution authorizing application for and acceptance of 2022 Safe Streets and Roads for All Grant Program from the New York State Department of Transportation on behalf of the Chemung County Planning Department and Department of Public Works

Resolution #: 22-443
Slip Type: GRANT
SEQRA status: Part-time
State Mandated: False

Explain action needed or Position requested (justification):
This grant provides up to 80% of federal funding to support planning, infrastructure, behavioral and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users. Chemung County is seeking funding to complete the next phase of the Local Road Safety Plan, a comprehensive plan that uses targeted countermeasures to reduce fatalities and serious injuries resulting from crashes that occur in the county. The document identified $5,000,000 in safety improvements in various county and local roads, and has previously received $3.75 million in Phase I funding in 2021 (100% State share). If awarded, the county anticipates work to begin in 2024.

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<tr>
<td>NOFO_and_Phase_I_Resolution.pdf</td>
<td>NOFO and Phase I Resolution</td>
<td>Cover Memo</td>
<td>8/9/2022</td>
</tr>
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Office of the Secretary of Transportation  
Notice of Funding Opportunity for the Safe Streets and Roads for All (SS4A) Discretionary Grant Opportunity  
Amendment 1

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

SUMMARY: The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2022 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.¹

DATES: Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022. Late applications will not be accepted.

ADDRESSES: Applications must be submitted through https://www.grants.gov/.

FOR FURTHER CONTACT INFORMATION: Please contact the SS4A grant program staff via email at SS4A@dot.gov, or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT’s website at https://www.transportation.gov/SS4A. The deadline to submit technical questions is August 15, 2022.

¹The term “pedestrians” is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.
SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

<table>
<thead>
<tr>
<th>N/A</th>
<th>SUMMARY INFORMATION</th>
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<tbody>
<tr>
<td>A</td>
<td>PROGRAM DESCRIPTION</td>
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<td>B</td>
<td>FEDERAL AWARD INFORMATION</td>
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<td>C</td>
<td>ELIGIBILITY INFORMATION</td>
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<td>D</td>
<td>APPLICATION AND SUBMISSION INFORMATION</td>
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<td>E</td>
<td>APPLICATION REVIEW INFORMATION</td>
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<td>F</td>
<td>FEDERAL AWARD ADMINISTRATION INFORMATION</td>
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<td>G</td>
<td>FEDERAL AWARDING AGENCY CONTACTS</td>
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<td>H</td>
<td>OTHER INFORMATION</td>
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Section A (Program Description) describes the Department’s goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at https://www.transportation.gov/SS4A.

DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Applicant’s Jurisdiction(s)</td>
<td>The U.S. Census tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.</td>
</tr>
<tr>
<td>Complete Streets</td>
<td>Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.²</td>
</tr>
</tbody>
</table>

² The definition is based on the “Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges,” https://highways.dot.gov/newsroom/federal-highway-administration-details-efforts-advance-complete-streets-design-model
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<tr>
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<tr>
<td>Comprehensive Safety Action Plan</td>
<td>A comprehensive safety action plan (referred to as Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality, Tribe, or region. This can either be a plan developed with an Action Plan Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan).</td>
</tr>
<tr>
<td>Equity</td>
<td>The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.</td>
</tr>
<tr>
<td>High Injury Network</td>
<td>Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.</td>
</tr>
<tr>
<td>Micromobility</td>
<td>Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances.³</td>
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<tr>
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<tr>
<td>Personal Conveyance</td>
<td>A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling.⁴</td>
</tr>
<tr>
<td>Political Subdivision of a State</td>
<td>A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.</td>
</tr>
<tr>
<td>Rural</td>
<td>For the purposes of this NOFO, jurisdictions outside an Urbanized Area (UA) or located within Urbanized Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at <a href="http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/">http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/</a>.</td>
</tr>
<tr>
<td>Safe System Approach</td>
<td>A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.⁵,⁶</td>
</tr>
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⁴ [https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251](https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251), see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.
⁵ See: [https://www.transportation.gov/NRSS/SafeSystem](https://www.transportation.gov/NRSS/SafeSystem)
⁶ Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.
### Term | Definition
--- | ---
Underserved Community | An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this table and corresponding map tool that visualizes the table:
- [https://datahub.transportation.gov/stories/tsyd-k6ij](https://datahub.transportation.gov/stories/tsyd-k6ij) and [https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a](https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a)
- Any Tribal land; or
- Any territory or possession of the United States.

### A. Program Description

#### 1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY22 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).7

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

#### 2. Grant Types and Deliverables

The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. To apply for an Implementation Grant, an eligible

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7 The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.
applicant must have a qualifying Action Plan. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. Applicants for Implementation Grants can self-certify that they have in place one or more plans that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. **Action Plan Grants**

An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

The primary deliverable for an Action Plan Grant is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

**Table 1: Action Plan Components**

<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
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<tr>
<td>Leadership Commitment and Goal Setting</td>
<td>An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.</td>
</tr>
<tr>
<td>Planning Structure</td>
<td>A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.</td>
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<tr>
<td>Component</td>
<td>Description</td>
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<td>Safety Analysis</td>
<td>Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).</td>
</tr>
<tr>
<td>Engagement and Collaboration</td>
<td>Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.</td>
</tr>
<tr>
<td>Equity Considerations</td>
<td>Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.</td>
</tr>
</tbody>
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8 An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative ([https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf](https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf)) and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table and mapping tool [https://datahub.transportation.gov/stories/s/tsvd-k6ij](https://datahub.transportation.gov/stories/s/tsvd-k6ij) and [https://us.dot.maps.arcgis.com/apps/dashboards/99f9268777f4218867ceedfabe58a3a](https://us.dot.maps.arcgis.com/apps/dashboards/99f9268777f4218867ceedfabe58a3a); any Tribal land; or any territory or possession of the United States.
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<tr>
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<tbody>
<tr>
<td>Policy and Process Changes</td>
<td>Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.</td>
</tr>
<tr>
<td>Strategy and Project Selections</td>
<td>Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.</td>
</tr>
<tr>
<td>Progress and Transparency</td>
<td>Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.</td>
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a) **Supplemental Action Plan Activities:**

Supplemental action plan activities support or enhance an existing Action Plan. To fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan, or a plan that is substantially similar and meets the eligibility requirements for having an existing plan. The
plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine whether an existing plan meets the eligibility requirements. Supplemental action plan activities could include, but are not limited to: second round of analysis; expanded data collection and evaluation using integrated data; testing action plan concepts before project and strategy implementation; feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards, etc.); follow-up stakeholder engagement and collaboration; targeted equity assessments; progress report development; and complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans. Additional information on supplemental action plan activities is located at https://www.transportation.gov/SS4A.

Applicants that have an existing plan that is substantially similar to and meets the eligibility requirements of an Action Plan may alternatively choose to fund supplemental Action Plan activities through an application for an Implementation Grant rather than an Action Plan Grant. See Section A.2.ii below.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. DOT encourages Implementation Grant applicants to include supplemental Action Plan activities in their application to further improve and update existing plans. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Action Plan Grants and NOT Implementation Grants. The plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine eligibility to apply for an Implementation Grant. Additional information on eligibility requirements and eligible activities is in Section C below.

3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department’s overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department’s mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

The Department seeks to award Action Plan Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that
save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths. DOT recognizes that zero is the only acceptable number of deaths on our roads, and achieving that is our long-term safety goal. The outcomes that are anticipated from the SS4A program also support the FY 2022-2026 DOT Strategic Plan and the accompanying safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.

As part of the NRSS, the Department adopted the Safe System Approach as a guiding principle to advance roadway safety. The Safe System Approach addresses the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. For more information on the Safe System Approach, see the NRSS.

DOT encourages communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations. A full transition to a Complete Streets design model requires leadership, identification and elimination of barriers, and development of new policies, rules, and procedures to prioritize safety. A Complete Street includes, but is not limited to: sidewalks, curb ramps, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals, curb extensions, narrower travel lanes, and roundabouts. Recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way. See Section F.2 of this NOFO for program requirements.

The NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. As part of the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that, to the extent possible, target at least 40 percent of benefits towards low-income and underserved communities. DOT also seeks to award funds under the SS4A grant program that proactively address equity and barriers to opportunity, or redress prior inequities and barriers to opportunity. DOT supports the policies in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), to pursue a comprehensive approach to advancing equity for all, including people of color, rural communities, and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. An important area for DOT’s focus is the disproportionate, adverse safety impacts that affect certain groups

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9 [https://www.transportation.gov/NRSS](https://www.transportation.gov/NRSS)
10 [https://www.transportation.gov/dot-strategic-plan](https://www.transportation.gov/dot-strategic-plan)
11 Complete Streets are defined in the Definitions table at the beginning of the document.
12 More information on Complete Streets can be found at [https://highways.dot.gov/complete-streets](https://highways.dot.gov/complete-streets)
on our roadways, particularly people walking and biking in underserved communities. See Section F.2.i of this NOFO for equity-related program requirements.

As part of the United States’ commitment to a whole-of-government approach to reaching net-zero emissions economy-wide by 2050 and a 50–52 percent reduction in emissions from 2005 levels by 2030, BIL and its associated transportation funding programs permit historic investments to improve the resilience of transportation infrastructure, helping States and communities prepare for hazards such as wildfires, floods, storms, and droughts exacerbated by climate change. DOT’s goal is to encourage the advancement of projects and strategies that address climate change and sustainability. To enable this, the Department encourages applicants to consider climate change and sustainability throughout the planning and project development process, including the extent to which projects and strategies under the SS4A grant program align with the President’s greenhouse gas reduction, climate resilience, and environmental justice commitments.

The Department intends to use the SS4A grant program to support the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, joint labor-management programs, or other high-quality workforce training programs, including high-quality pre-apprenticeships tied to registered apprenticeships, in project planning stages and program delivery. Grant applications that incorporate such considerations support a strong economy and labor market.

Consistent with the Department’s Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Department seeks to award funding to rural applications that address disproportionately high fatality rates in rural communities. For applicants seeking to use innovative technologies and strategies, the Department’s Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.13

B. Federal Award Information

1. Total Funding Available

The BIL established the SS4A program with $5,000,000,000 in advanced appropriations in Division J, including $1,000,000,000 for FY 2022. Therefore, this Notice makes available up to $1 billion for FY 2022 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT’s announcement of FY 2022 SS4A grant awards, any costs incurred prior to DOT’s obligation of funds for activities (“pre-award costs”) are ineligible for reimbursement. All FY 2022 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

3. Award Size and Anticipated Quantity

In FY 2022, DOT expects to award hundreds of Action Plan Grants, and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3.

i. Action Plan Grants

For Action Plan Grants, award amounts will be based on estimated costs, with an expected minimum of $200,000 for all applicants, an expected maximum of $1,000,000 for a political subdivision of a State or a federally recognized Tribal government, and an expected maximum of $5,000,000 for a metropolitan planning organization (MPO) or a joint application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region, etc.). The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Action Grant awards less than the total amount requested by the applicant.

Joint applications that engage multiple jurisdictions in the same region are encouraged, in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. Applicants may propose development of a single Action Plan covering all jurisdictions, or several plans for individual jurisdictions, administered by the leading agency.

ii. Implementation Plan Grants

For Implementation Grants, DOT expects the minimum award will be $5,000,000 and the maximum award will be $30,000,000 for political subdivisions of a State. For applicants who are federally recognized Tribal governments or applicants in rural areas, DOT expects the minimum award will be $3,000,000 and the maximum award will be $30,000,000. For an MPO or a joint application comprised of a multijurisdictional group of entities that is regional in scope, the expected maximum award will be $50,000,000. For the purposes of the SS4A grant program award size minimum, rural is defined as an area outside a Urbanized Area (UA) or located within a UA with a population of fewer than 200,000. DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant, eligible applicants are encouraged to separately partner with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of

14 Current lists of Urbanized Areas are available on the U.S. Census Bureau website at http://www2.census.gov/geo/maps/dc10map/uauc_refmap/ua/. For the purposes of the SS4A program, Urbanized Areas with populations fewer than 200,000 will be considered rural.
performance for Action Plan Grant agreements is between 12 and 24 months. The period of performance for Implementation Grant agreements may not exceed five years.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies.

5. Data Collection Requirements

Under the BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program. The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected as part of the SS4A in evaluations focused on before and after studies.

All award recipients shall submit a report that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in crashes, etc.) that each such project and strategy has generated, as—
  - Identified in the grant application; and
  - Measured by data, to the maximum extent practicable; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

All recipients must provide aggregated annual crash data on serious injuries and fatalities for the duration of the period of performance for the jurisdiction or jurisdictions for which funds were awarded. These data will provide the information for metrics on changes in serious injuries and fatalities over time. Implementation Grant recipients must also provide crash data on serious injury and fatalities in the locations where projects and strategies are implemented, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed. Data that measure outcomes for the specific safety problems addressed are required and could include, but are not limited to, aggregated information by road user, safety issue, and demographic characteristics such as race and gender. For Implementation Grants that undertake projects and strategies to foster applied research and experimentation to inform project and strategy effectiveness, additional data collection requirements will be negotiated with the applicant before a grant agreement is established. Federally recognized Tribal governments receiving grants may request alternative data collection requirements.

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15 BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.
requirements during grant agreement formulation, as appropriate. This information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR).16

To fulfill the data collection requirements and in accordance with the U.S. DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.17, 18 Applicants are expected to account for data and performance reporting in their budget submission.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are (1) a metropolitan planning organization (MPO); (2) a political subdivision of a State or territory; (3) a federally recognized Tribal government; and (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities. A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a political subdivision of a State under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate.

Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages such joint applications for Action Plan Grants, and for applicants who have never received Federal funding and can jointly apply with entities experienced executing DOT grants.

An eligible applicant for Implementation Grants must also meet at least one of these conditions: (1) have ownership and/or maintenance responsibilities over a roadway network; (2) have safety responsibilities that affect roadways; or (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction. For the purposes of this NOFO, an applicant’s jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. All matching funds must be from non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Matching funds may include funding from the applicant, or other SS4A-eligible non-Federal sources partnering with the applicant, which could include, but is not limited to, funds from the State. Any in-kind contributions used to fulfill the cost-share requirement for Action Plan and Implementation Grants must be in accordance with the cost

16 https://www.sbir.gov/sites/default/files/SF%20PPR.pdf
17 https://doi.org/10.21949/1520559
principles in 2 CFR § 200 Subpart E; include documented evidence of completion within the period of performance; and support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department’s discretion alternative funding arrangements may be established on a case-by-case basis.

3. Grant Eligibility Requirements

If an applicant is eligible for both an Action Plan Grant and an Implementation Grant, the applicant may only apply for an Action Plan Grant or an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Action Plan Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds.

i. Action Plan Grant Eligibility Requirements

The Action Plan Grant eligibility requirements are contingent on whether an applicant is requesting funds to develop or complete an Action Plan, or if the applicant is requesting funds for supplemental action plan activities. Applicants may not apply to develop or complete an Action Plan and fund supplemental action plan activities in the current round of funding.

a) Eligibility Requirements to Develop or Complete an Action Plan

Any applicant that meets the eligibility requirements may apply for an Action Plan Grant to develop or complete an Action Plan. Applicants with an existing Action Plan may also apply to develop a new Action Plan.

b) Eligibility Requirements for Supplemental Action Plan Activities

Applicants for Action Plan Grants to fund supplemental action plan activities must either have an established Action Plan with all components described in Table 1 in Section A, or an existing plan that is substantially similar and meets the eligibility requirements. Table 2 below provides instructions to determine eligibility for applicants that have a substantially similar plan. The components required for an established plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S. Code (U.S.C.) § 148, State Highway Safety Plans required in 23 U.S.C. § 402, etc.) or Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan. It is recommended that applicants include this eligibility worksheet as part of their narrative submission. If this Self-Certification Eligibility Worksheet is not used, applicants must describe how their established plan is substantially similar to an Action Plan as part of the Narrative, based on the criteria in Table 2 below.
Table 2: Self-Certification Eligibility Worksheet

**Worksheet instructions:** The purpose of the worksheet is to determine whether an applicant’s existing plan is substantially similar to an Action Plan, or not. For each question below, answer yes or no. For each yes, cite the specific page in your existing Action Plan or other plan/plans that corroborate your response, provide supporting documentation, or provide other evidence. Refer to Table 1 for further details on each component. Note: The term Action Plan is used in this worksheet; it covers either a stand-alone Action Plan or components of other plans that combined comprise an Action Plan.

**Instructions to affirm eligibility:** Based on the questions in this eligibility worksheet, an applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, if the following two conditions are met:
- Questions 3, 7, and 9 are answered “yes.” If Question 3, 7, or 9 is answered “no,” the plan is not substantially similar and ineligible to apply for Action Plan funds specifically for a supplemental action plan activity, nor an Implementation Grant.
- At least four of the six remaining Questions are answered “yes” (Questions 1, 2, 4, 5, 6, or 8).

If both conditions are met, an applicant has a substantially similar plan.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response, Document and Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Are both of the following true:</td>
<td></td>
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<tr>
<td>- Did a high-ranking official and/or governing body in the jurisdiction</td>
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<tr>
<td>publicly commit to an eventual goal of zero roadway fatalities and</td>
<td></td>
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<tr>
<td>serious injuries?</td>
<td></td>
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<tr>
<td>- Did the commitment include either setting a target date to reach zero</td>
<td></td>
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<tr>
<td>OR setting one or more targets to achieve significant declines in</td>
<td></td>
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<tr>
<td>roadway fatalities and serious injuries by a specific date?</td>
<td></td>
</tr>
<tr>
<td>2. To develop the Action Plan, was a committee, task force,</td>
<td></td>
</tr>
<tr>
<td>implementation group, or similar body established and charged with</td>
<td></td>
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<tr>
<td>the plan’s development, implementation, and monitoring?</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response, Document and Page Number</td>
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<td>----------</td>
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</tr>
</tbody>
</table>
| 3. Does the Action Plan include all of the following?  
• Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;  
• Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;  
• Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and  
• A geospatial identification (geographic or locational data using maps) of higher risk locations. |  |
| 4. Did the Action Plan development include all of the following activities?  
• Engagement with the public and relevant stakeholders, including the private sector and community groups;  
• Incorporation of information received from the engagement and collaboration into the plan; and  
• Coordination that included inter- and intra- governmental cooperation and collaboration, as appropriate. |  |
| 5. Did the Action Plan development include all of the following?  
• Considerations of equity using inclusive and representative processes;  
• The identification of underserved communities through data; and  
• Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics. |  |
<table>
<thead>
<tr>
<th>Question</th>
<th>Response, Document and Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Are both of the following true?</td>
<td>• The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and • The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.</td>
</tr>
<tr>
<td>7. Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?</td>
<td></td>
</tr>
<tr>
<td>8. Does the plan include all of the following?</td>
<td>• A description of how progress will be measured over time that includes, at a minimum, outcome data • The plan is posted publicly online.</td>
</tr>
<tr>
<td>9. Was the plan finalized and/or last updated between 2017 and 2022?</td>
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</tbody>
</table>

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan which is substantially similar to an Action Plan. The plan or plans should be uploaded as an attachment to your application. Use Table 2, Self-Certification Eligibility Worksheet, from the previous section to determine eligibility. The existing plan must be focused, at least in part, on the roadway network within the applicant’s jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant.
4. Eligible Activities and Costs

i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- (A) developing a comprehensive safety action plan or Action Plan (i.e., the activities outlined in Section A.2.i in Table 1 and the list of supplemental Action Plan activities);
- (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- (C) carrying out projects and strategies identified in an Action Plan.

For Action Plan Grants, eligible activities and costs only include those that directly assist in the development of the Action Plan, element (A), and/or supplemental action plan activities in support of an existing Action Plan or plans.

For Implementation Grants, activities must include element (C) “carrying out projects and strategies identified in an Action Plan,” and may include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental action plan activities in support of an existing Action Plan.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Examples of eligible Implementation Grant activities are listed on the SS4A website located at www.transportation.gov/SS4A. The following activities are not eligible for element (C) “projects and strategies” funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadways exclusively for non-motorists is an eligible activity if the primary purpose is safety-related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.
All projects and strategies must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe System Approach adopted in the USDOT’s National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.19

Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations, and the projects and strategies they plan to implement, based on their Action Plan or established plan. This should include specific intervention types to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to specify specific site locations and designs for the projects and strategies as part of executing the grant agreement, if necessary, upon approval of the Department and so long as the identified site locations and designs remain consistent with the intent of the award.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov. Applicants must submit their applications via grants.gov under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

    Telephone: (202)-366-4114
    Mail: U.S. Department of Transportation
    1200 New Jersey Avenue SE
    W84-322
    Washington, DC 20590

2. Content and Form of Application Submission

The Action Plan Grant and Implementation Grant have different application submission and supporting document requirements.

i. Action Plan Grant Application Submissions

All Action Plan Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Programs (SF-424A)

19 For one such example see https://cops.usdoj.gov/RC/Publications/cops-p157-pub.pdf.
• Assurances for Non-Construction Programs (SF-424B)
• Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet, if applying for action plan supplemental activities; d) Map; and e) Budget. While it is not required to conform to the recommended templates below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

<table>
<thead>
<tr>
<th>Lead Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Multijurisdictional, additional eligible entities jointly applying</td>
</tr>
<tr>
<td>Total jurisdiction population</td>
</tr>
<tr>
<td>Count of motor-vehicle-involved roadway fatalities from 2016 to 2020</td>
</tr>
<tr>
<td>Fatality rate per 100,000 persons</td>
</tr>
<tr>
<td>Action Plan Type</td>
</tr>
<tr>
<td>New Action Plan</td>
</tr>
<tr>
<td>Complete Action Plan</td>
</tr>
<tr>
<td>Supplemental Planning Activities</td>
</tr>
<tr>
<td>Population in Underserved Communities</td>
</tr>
<tr>
<td>States(s) in which projects and strategies are located</td>
</tr>
<tr>
<td>Costs by State (if project spans more than one State)</td>
</tr>
</tbody>
</table>

Instructions for a):
- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, mark as not applicable.
- Total jurisdiction population is based on 2020 2019 U.S. Census American Community Survey (ACS) data and includes the total population of all Census tracts where the applicant operates or performs their safety responsibilities.  

• The count of roadway fatalities from 2016 to 2020 in the jurisdiction based on DOT’s Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information. This should be a number. Cite the source, if using a dataset different from FARS, with a link to the data if publicly available.

• The fatality rate, calculated using the [5-year annual] average from the total count of fatalities from 2016 to 2020 based on FARS data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information, which is divided by the population of the applicant’s jurisdiction based on 2020 2019 U.S. Census ACS population data. The rate should be normalized to per 100,000 persons.

• Check one of the three available boxes to the right of the column with the three Action Plan types: new Action Plan; Action Plan completion; or supplemental action plan activities.

• The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction. For multi-jurisdictional groups, provide this information in aggregate as well as for each jurisdiction in the group. The population must be based on 2019 ACS data.

• Note the State(s) of the applicants. If a federally recognized Tribal government, mark as not applicable.

• Allocate funding request amounts by State based on where the funds are expected to be spent. If the projects and strategies are located in only one State, put the full funding request amount.

b) Narrative

In narrative form, the applicant should respond to the Action Plan Grant selection criteria described in Section E.1.i to affirm whether the applicant has considered certain activities that will enhance the implementation of an Action Plan once developed or updated. The narrative must be no longer than 300 words.

b) Self-Certification Eligibility Worksheet

If applying for Action Plan Grant funding supplemental action plan activities, attach the filled out Table 2 Self-Certification Eligibility Worksheet. If applying to develop or complete an Action Plan, do not include Table 2.

c) Map

The applicant must submit a map that shows the location of the jurisdiction and highlights the roadway network under the applicant’s jurisdiction. The permissible formats include: map web link (e.g., Google, Bing, etc.), PDF, image file, vector file, or shapefile.

d) Budget

Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. The budget only includes costs associated with the eligible activity (A) developing a comprehensive safety action plan and may include supplemental action plan activities. Funding sources should be grouped into two categories: SS4A Funding Federal share, and non-Federal share funds. The costs or value of in-kind matches should also be provided. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information.

ii. Implementation Grant Application Submissions

Implementation Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Construction Programs (SF-424C)
- Assurances for Construction Programs (SF-424D)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet; and d) Budget. While it is not required to conform to the recommended template in the Key Information Table below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

<table>
<thead>
<tr>
<th>Application Name</th>
<th>Ownership and/or maintenance responsibilities over a roadway network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Applicant</td>
<td>Safety responsibilities that affect roadways</td>
</tr>
<tr>
<td></td>
<td>Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction</td>
</tr>
<tr>
<td>If Multijurisdictional, additional eligible entities jointly applying</td>
<td></td>
</tr>
<tr>
<td>Roadway safety responsibility</td>
<td></td>
</tr>
<tr>
<td>Population in Underserved Communities</td>
<td></td>
</tr>
<tr>
<td>Key Information Table</td>
<td></td>
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<td>----------------------</td>
<td></td>
</tr>
<tr>
<td>States(s) in which activities are located</td>
<td></td>
</tr>
<tr>
<td>Costs by State</td>
<td></td>
</tr>
<tr>
<td>Funds to Underserved Communities</td>
<td></td>
</tr>
<tr>
<td>Cost total for eligible activity (A) supplemental action plan activities in support of an existing Action Plan</td>
<td></td>
</tr>
<tr>
<td>Cost total for eligible activity (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan</td>
<td></td>
</tr>
<tr>
<td>Cost total for eligible activity (C) carrying out projects and strategies identified in an Action Plan</td>
<td></td>
</tr>
<tr>
<td>Action Plan or Established Plan Link</td>
<td></td>
</tr>
</tbody>
</table>
Instructions for a)

- Provide a grant application name to accompany the grant application.
- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, leave blank.
- The roadway safety responsibility response should check one of the three answers to meet eligibility conditions.
- The population in Underserved Community Census Tracts should be a percentage number obtained by dividing the population living in Underserved Community Census tracts within the jurisdiction divided by the total population living in the jurisdiction. **The population must be based on 2019 ACS data.**
- Identify State(s) in which the applicant is located in. If a federally recognized Tribal government, leave blank.
- The total amount of funds to underserved communities is the amount of spent in, and provide safety benefits to, locations in census tracts designated as underserved communities.
- For each State, allocate funding request amounts divided up by State based on where the funds are expected to be spent. If the applicant is located in only one State, put the full funding request amount only.
- Provide a weblink to the plan that serves as the Action Plan or established plan that is substantially similar. This may be attached as a supporting PDF document instead; if so please write “See Supporting Documents.”

b) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 10 pages in length, excluding cover pages and the table of contents. Key information, the Self-Certification Eligibility Worksheet, and Budget sections do not count towards the 10-page limit. Appendices may include documents supporting assertions or conclusions made in the 10-page narrative and also do not count towards the 10-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

<table>
<thead>
<tr>
<th>I. Overview</th>
<th>See D.2.ii.b.I</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Location</td>
<td>See D.2.ii.b.II</td>
</tr>
<tr>
<td>III. Response to Selection Criteria</td>
<td>See D.2.ii.b.III and Section E.1.ii</td>
</tr>
<tr>
<td>IV. Project Readiness</td>
<td>See D.2.ii.b.IV</td>
</tr>
</tbody>
</table>

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I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

II. Location

This section of the application should describe the jurisdiction’s location, the jurisdiction’s High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Sustainability, and Economic Competitiveness. Note, criterion #1 Safety Impact assesses “implementation cost” information, which will be described in SF-424C and the d) Budget of the narrative and does not need to be duplicated in this portion of the narrative.

The applicant must respond to each of the four criteria. Applicants are not required to follow a specific format, but the organization provided, which addresses each criterion separately, promotes a clear discussion that assists evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. To the extent practical, DOT encourages applicants to use and reference existing content from their Action Plan/established plan(s) to demonstrate their comprehensive, evidence-based approach to improving safety.

IV. Project Readiness

The applicant must provide information to demonstrate the applicant’s ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include: State and local planning approvals; start and completion of National Environmental Policy Act and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, it is expected an award recipient will take steps to engage the public. For additional guidance and resources, visit www.transportation.gov/SS4A.

c) Self-Certification Eligibility Worksheet
Attach a completed Table 2: Self-Certification Eligibility Worksheet.

d) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget should provide itemized estimates of the costs of the proposed projects and strategies at the individual component level. This includes capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplementing action plan activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. If non-Federal share funds or in-kind contributions are from entities who are not the applicant, include commitment letters or evidence of allocated cost share as a supporting document. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 3 below.

Table 3: Supplemental Estimated Budget

<table>
<thead>
<tr>
<th>Subtotal Budget for (A) supplemental action plan activities;</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Itemized Estimated Costs of the (A) supplemental action plan activities</td>
<td></td>
</tr>
<tr>
<td>Item #1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Item #2</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal Budget for (B) conducting planning, design, and development activities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Itemized Estimated Costs of the (B) planning, design, and development activities</td>
<td></td>
</tr>
<tr>
<td>Item #1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Item #2</td>
<td>$0.00</td>
</tr>
<tr>
<td>Item #3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal Budget for (C) carrying out projects and strategies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Itemized Estimated Costs of the (C) proposed projects and strategies</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Item #1</td>
<td>$0.00</td>
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<tr>
<td>Item #2</td>
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<tr>
<td>Item #3</td>
<td>$0.00</td>
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<tr>
<td>Item #4</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal Funds to Underserved Communities</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

3. **Unique Entity Identifier and System for Award Management (SAM)**

Each applicant is required to: (i) be registered in SAM ([https://sam.gov/content/home](https://sam.gov/content/home)) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. **Submission Dates and Times**

Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022.

5. **Funding Restrictions**

Per BIL requirements, not more than 15 percent of the funds made available to carry out the SS4A program in FY22 may be awarded to eligible applicants in a single State. In addition, 40 percent of the total FY22 funds made available must be for developing and updating a comprehensive safety action plan, or supplemental action plan activities.

6. **Other Submission Requirements**

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.

The complete application must be submitted via grants.gov. In the event of system problems or the applicant experiences technical difficulties, contact grants.gov technical support via telephone at 1-800-518-4726 or email at support@grants.gov.

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23 Funding for Tribal lands will be treated as their own State and will not count toward a State’s 15% limit.
E. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

i. Action Plan Grant Selection Criteria

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

Selection Criterion #1: Safety Impact. The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT’s FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.24
- The fatality rate, which is calculating using the 5-year annual average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant’s jurisdiction based on 2020 ACS data U.S. Census population data. The rate should be normalized to per 100,000 persons.

Selection Criterion #2: Equity. The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant’s jurisdiction that resides in an Underserved Community Census tract.25 Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 2019 ACS data U.S. Census population data.

Selection Criterion #3: Additional Safety Considerations. The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);
- Seek to adopt innovative technologies or strategies to promote safety and equity; and

24 https://cdan.dot.gov/query
25 https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfe-c8b44525b04c7cc74a3674a
https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff42188677ceedfabe58a3a
• Include evidence-based projects or strategies.

The applicant must address these considerations in narrative form.

**Additional Consideration: Budget Costs**

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Action Plan Grant are reasonable based on 2 CFR § 200.404.

**ii. Implementation Grant Selection Criteria**

Implementation Grants have four merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Economic Competitiveness. Two additional considerations will also be used in the selection process: Project Readiness, and Funds to Underserved Communities. The response to each criterion, to the extent practicable, should be aligned with the applicant’s Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

**Selection Criterion #1: Safety Impact.** DOT will assess whether the proposal is likely to:

- significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant’s description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

  • Description of the safety problem. DOT will assess the extent to which:
    - The safety problem is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
    - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
    - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, and/or other proactive safety analyses.

  • Safety impact assessment. DOT will assess the extent to which projects and strategies:
    - Align with and address the identified safety problems.
    - Are supported by evidence to significantly reduce or eliminate roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial vehicle operators.
    - Use low-cost, high-impact strategies and projects that can improve safety over a wider geographical area.
    - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
    - Include a multi-disciplinary, systemic approach that relies on redundancies to reduce safety risks.
    - Will have safety benefits that persist over time.
• Implementation Costs. DOT will assess the extent to which projects and strategies are itemized and summarized, including capital costs for infrastructure, behavioral, and operational safety improvements.

Selection Criterion #2: Equity, Engagement, and Collaboration. This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities, and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

• Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
• Are designed to decrease existing disparities identified through equity analysis.
• Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
• Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.
• Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
• Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
• Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
• Align with the equity analysis performed as part of the development of an existing Action Plan.

Selection Criterion #3: Effective Practices and Strategies. DOT will assess the extent to which the application employs low-cost, high-impact strategies that can improve safety over a wide geographical area, includes evidence-based projects or strategies that improve safety, and seeks to adopt innovative technologies or strategies to promote safety and equity. The response to this criterion needs to address, at a minimum, one of the four effective practices and strategies from the list below, which includes: create a safer community; Safe System Approach; Complete Streets; and innovative practices and technologies. If the applicant responds to more than one of the four options, the option that is rated highest in the review process will be used for the rating of this criterion.

• Create a safer community. DOT will assess the extent to which the projects and strategies:
  o Establish basic, evidence-based roadway safety infrastructure features, including but not limited to sidewalks and separated bicycle lanes.
- Improve safety for all road users along a roadway network using proposed Public-Rights-of-Way Accessibility Guidelines (PROWAG).  
- Use evidence-based, proven, and effective safety countermeasures to significantly improve existing roadways.  
- Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.  
- Apply systemic safety practices that involve widely implemented improvements based on high-risk roadway features correlated with particular severe crash types.

- **Safe System Approach.** DOT will assess the extent to which the projects and strategies:
  - Encompass at least two of the five safety elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care). This may include a mix of infrastructure, behavioral, and operational safety projects and strategies.  
  - Create a transportation system that accounts for and mitigates human mistakes.  
  - Incorporate data-driven design features that are human-centric, limit kinetic energy, and are selected based on the physical limits of people’s crash tolerances before injury or death occurs.  
  - Support actions and activities identified in the Department’s National Roadway Safety Strategy that are evidence-based.

- **Complete Streets.** DOT will assess the extent to which the projects and strategies:
  - Account for the safety of all road users in their implementation through evidence-based activities.  
  - Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users, or includes supplemental planning activities to achieve this. Consider the management of the right of way using a data-driven approach (e.g., delivery access, features that promote biking and micromobility, electric vehicle charging infrastructure, etc.).  
  - Improve accessibility and multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.  
  - Incorporate the proposed PROWAG, and any actions in an established the American with Disabilities Act Transition Plan to correct barriers to individuals with disabilities.

- **Innovative practices and technologies.** DOT will assess the extent to which the projects and strategies:
  - Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).  
  - Integrate additional data beyond roadway and crash information to inform implementation and location, such as data on the built environment.

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26 https://www.access-board.gov/prowag/  
27 https://safety.fhwa.dot.gov/provencountermeasures/  
Foster applied, data-driven research and experimentation to inform project and strategy effectiveness, including but not limited to participation in a sanctioned Manual on Uniform Traffic Control Devices experimentation, research to inform Proven Safety Countermeasures or Countermeasures that Work, and/or research that measures the effectiveness of multidisciplinary activities.

- Adopt innovative technologies or practices to promote safety and equity. These could include infrastructure, behavioral, operational, or vehicular safety-focused approaches.

**Selection Criterion #4:** Climate Change and Sustainability, and Economic Competitiveness. This program's focus on equity and safety are also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change and sustainability, and economic strength and global competitiveness, and the extent to which the proposal is expected to:

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as transit and active transportation.
- Incorporate lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions.
- Includes storm water management practices and incorporates other climate resilience measures or feature, including but not limited to nature-based solutions that improve built and/or natural environment while enhancing resilience.
- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to jobs and business opportunities, including people in underserved communities.
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit and micromobility.
- Demonstrate a plan or credible planning activities and project delivery actions to advance quality jobs, workforce programs, including partnerships with labor unions, training providers, education institutions, and hiring policies that promote workforce inclusion.
- Result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to registered apprenticeships, etc.), and/or provide workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.).

**Additional Consideration: Project Readiness**

Applications rated as “Highly Recommended” or “Recommended” based on the selection Criteria 1 through 4 will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well
as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status, public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

Additional Consideration: Funds to Underserved Communities.

The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in census tracts designated as underserved communities as defined by this NOFO will be considered as part of application selection. DOT will use this information in support of the legislative requirement to ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries. Higher percentages of funding to underserved communities will be generally viewed favorably by DOT, and the Department encourages applicants to leverage project and strategy activities to the extent practical and in alignment with the safety problems identified in an Action Plan.

2. Review and Selection Process

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

i. Action Plan Grant Review and Selection Process

The process for the application plan review is described below:

- Teams of Department and contractor support staff review all applications to determine eligibility based on the eligibility information in Section C.
- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- Applications are scored numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.

29 An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this table https://datahub.transportation.gov/stories/s/tsyd-k6ij; any Tribal land; or any territory or possession of the United States.
• The #3 Additional Safety Considerations criterion narrative will be reviewed and assessed as either “qualified,” meaning the application addresses the criterion at least in part, or “not qualified,” meaning the application does not address the criterion. Applications that do not address the #3 Additional Safety Considerations and are deemed “not qualified” will not be considered.

• Action Plan Grant applications to develop or complete a new Action Plan will be noted and prioritized for funding.

• In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Tribal awards are not counted toward this 15 percent maximum.

• The Teams will examine the locations of the applicants to identify if multiple applicants requested funding for the same jurisdiction. DOT reserves the right to request applicants with duplicative funding requests consolidate their efforts as one multijurisdictional group prior to receiving an award, and may decline to fund duplicative applications irrespective of their individual merits.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Climate Change and Sustainability, and Economic Competitiveness. Based on the criteria ratings, an overall application rating of “Highly Recommended,” “Recommended,” “Acceptable,” or “Not Recommended” will be assigned. Criterion #1, Safety Impact, will be weighted most heavily.

Overall “Highly Recommended” Application Rating Scenarios

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Scenario (a) Criteria Rating</th>
<th>Scenario (b) Criteria Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Safety Impact</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>#2 Equity, Engagement, and Collaboration</td>
<td>Medium or High</td>
<td>High</td>
</tr>
<tr>
<td>#3 Effective Practices and Strategies</td>
<td>Medium or High</td>
<td>High</td>
</tr>
<tr>
<td>#4 Climate Change Sustainability, and Economic Competitiveness</td>
<td>Low, Medium, or High</td>
<td>High</td>
</tr>
<tr>
<td>Overall Rating</td>
<td>Highly Recommended</td>
<td>Highly Recommended</td>
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Overall “Recommended” Rating Scenarios

<table>
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<th>Selection Criteria</th>
<th>Scenario (c) Criteria Rating</th>
<th>Scenario (d) Criteria Rating</th>
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</thead>
<tbody>
<tr>
<td>#1 Safety Impact</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>#2 Equity, Engagement, and Collaboration</td>
<td>At least one Low</td>
<td>One Medium and One High or Two Medium</td>
</tr>
<tr>
<td>#3 Effective Practices and Strategies</td>
<td>At least one Low</td>
<td>One Medium and One High or Two Medium</td>
</tr>
<tr>
<td>#4 Climate Change and Sustainability, and Economic Competitiveness</td>
<td>Low, Medium, or High</td>
<td>Low, Medium, or High</td>
</tr>
<tr>
<td>Overall Rating</td>
<td>Recommended</td>
<td>Recommended</td>
</tr>
</tbody>
</table>

Overall “Acceptable” and “Not Recommended” Rating Scenarios

<table>
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<tr>
<th>Selection Criteria</th>
<th>Scenario (e) Criteria Rating</th>
<th>Scenario (f) Criteria Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Safety Impact</td>
<td>Low</td>
<td>Any are determined Non-Responsive</td>
</tr>
<tr>
<td>#2 Equity, Engagement, and Collaboration</td>
<td>Low, Medium, or High</td>
<td>Any are determined Non-Responsive</td>
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<tr>
<td>#3 Effective Practices and Strategies</td>
<td>Low, Medium, or High</td>
<td>Any are determined Non-Responsive</td>
</tr>
<tr>
<td>#4 Climate Change and Sustainability, and Economic Competitiveness</td>
<td>Low, Medium, or High</td>
<td>Any are determined Non-Responsive</td>
</tr>
<tr>
<td>Overall Rating</td>
<td>Acceptable</td>
<td>Not Recommended</td>
</tr>
</tbody>
</table>

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents to determine a result in an overall rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.
The description of the safety problem sub-rating will use the guidelines below:

<table>
<thead>
<tr>
<th>Rating Scale</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
<th>Non-responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis.</td>
<td>The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supporting by data and analysis.</td>
<td>The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited.</td>
<td>The narrative and supporting information do not address a safety problem.</td>
<td></td>
</tr>
</tbody>
</table>

The safety impact assessment sub-rating will use the guidelines below:

<table>
<thead>
<tr>
<th>Rating Scale</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
<th>Non-responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>The projects and strategies have strong potential to address the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, and have benefits that persist over time.</td>
<td>The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, and have benefits that persist over time.</td>
<td>The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.</td>
<td>The projects and strategies do not address the safety problem.</td>
<td></td>
</tr>
</tbody>
</table>
The implementation costs sub-rating will use the guidelines below:

<table>
<thead>
<tr>
<th>Rating Scale</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
<th>Non-responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>The costs for the implementation of the projects and strategies are clearly articulated and summarized. Future costs are well described. The quantity and quality of the projects and strategies in relation to the cost amounts strongly indicate the costs are reasonable.</td>
<td>The costs for the implementation of the projects and strategies are summarized. Future costs are described. The quantity and quality of the projects and strategies in relation to the cost amounts seem to indicate the costs are reasonable.</td>
<td>The costs for the implementation of the projects and strategies are not well-articulated or missing key details. Future costs are minimally or not described. Based on the limited quantity and/or quality of the projects and strategies in relation to the cost amounts, the cost reasonableness is uncertain.</td>
<td>Cost information is not provided.</td>
<td></td>
</tr>
</tbody>
</table>

The three sub-ratings for the #1 Safety Criterion (the description of the safety problem; the safety impact assessment; and the implementation costs) will be combined and scored using the following rating system to determine if the overall rating for the Safety Criterion is “High,” “Medium,” “Low,” or “Non-Responsive.”

<table>
<thead>
<tr>
<th>Safety Criterion Sub-Rating Scores</th>
<th>Overall Safety Criterion Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least two “high”, no “low”, no “non-responsive”</td>
<td>High</td>
</tr>
<tr>
<td>No “low”, no “non-responsive,” or does not meet the High criterion</td>
<td>Medium</td>
</tr>
<tr>
<td>No “high”, at least one “low”, no “non-responsive,” or does not meet the Medium criterion</td>
<td>Low</td>
</tr>
<tr>
<td>Any “non-responsive”</td>
<td>Non-Responsive</td>
</tr>
</tbody>
</table>

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Climate Change and Economic Competitiveness, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, and logical, which will result in a rating of “high, “medium,” “low,” or “non-responsive.”
**Table: Rating Scale**

<table>
<thead>
<tr>
<th></th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
<th>Non-Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rating Scale</strong></td>
<td>The application is substantively responsive to the criteria, with clear, direct, and logical narrative.</td>
<td>The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative.</td>
<td>The application is minimally responsive to the criteria and is somewhat addressed in the narrative.</td>
<td>The narrative indicates the proposal is counter to the criteria, or does not contain sufficient information</td>
</tr>
</tbody>
</table>

“Highly Recommended” and “Recommended” applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Very Likely,” “Likely,” or “Unlikely.”

<table>
<thead>
<tr>
<th></th>
<th>Very Likely</th>
<th>Likely</th>
<th>Unlikely</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rating Scale</strong></td>
<td>Based on the information provided in the application and the proposed scope of the projects and strategies, it is very likely the applicant can complete all projects and strategies within a five-year time horizon.</td>
<td>Based on the information provided in the application and the proposed scope of the projects and strategies, it is probable the applicant can complete all projects and strategies within a five-year time horizon.</td>
<td>Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon.</td>
</tr>
</tbody>
</table>

### iii. Senior Review Team Phase

#### a) Action Plan Grant Senior Review Team Phase

For the Action Plan Grants, the Secretary will set thresholds for each of the three quantitative criteria ratings based on their distribution, the number of applicants, and the availability of funds. Eligible applicants who meet or exceed the threshold in any of the three criteria will be offered Action Plan Grant award funding. A composite rating of the three criteria will not be made, and each criterion will be considered separately. Based on the overall application pool, available funding, and legislative requirements, the Secretary reserves the discretion to set the threshold(s) most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the threshold determinations. Additionally, the Secretary may choose to prioritize Action Plan Grants that are developing or completing an Action Plan over Action Plan Grant applications focused on supplemental action plan activities because an Action Plan is a prerequisite to applying for Implementation Grants in future NOFOs.

#### b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will review whether the list of “Highly Recommended” applications is sufficient to ensure that no more than 15 percent of the FY 2022 funds made available are awarded to eligible applicants in a single State. “Recommended” applications may be added to the proposed list of Applications for Consideration until a sufficient number of applications are on the list to ensure that all
the legislative requirements can be met and funding would be fully awarded. “Recommended” applications with a “High” Safety Impact Criterion rating will be prioritized and considered first. If that produces an insufficient list, “Recommended” applications with a “Medium” Safety Impact Criterion rating and a “High” rating for the Equity, Engagement, and Collaboration Criterion will also be considered. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration, OR recommend a reduced scope to minimize the risk the applicant will not complete the scope of work within five years of the grant agreement execution.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards, and the Secretary makes final selections. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.
F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at www.transportation.gov/SS4A. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement.

2. Administrative and National Policy Requirements

i. Equity and Barriers to Opportunity

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Award recipients that have not sufficiently addressed equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).30

ii. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that sponsors have the support they need to meet requirements under EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.31 Projects over $35 million shall meet the requirements in Executive Order 14063, Use of Project Labor Agreements for Federal Construction Projects (87 FR 7363).

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

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30 An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions
DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor’s award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under “Scheduling” on the Department of Labor website: https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.

iii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Award recipients shall also consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425).


Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality’s NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200, Subpart F, as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department’s other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

The Department will also provide additional technical assistance and support resources to first-time DOT funding recipients and those who request additional support, as appropriate. With respect to highway projects, except as otherwise noted in this NOFO, please note that these grants are not required
to be administered under Title 23 of the U.S.C., which establishes requirements that are generally applicable to funding that is provided by formula to State departments of transportation. Therefore, the administration and implementation of SS4A grants should be more streamlined for the entities that are eligible for SS4A awards.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects are subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927) as clarified in OMB Memorandum M-22-11. The Department expects all recipients to be able to complete their projects without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act, as implemented by OMB, and any awards will contain the award terms specific in M-22-11.

SS4A award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements. Additionally, to the extent practicable, Implementation Grants must adhere to the proposed Public Rights-of-Way Accessibility Guidelines. The Department’s and the applicable Operating Administrations’ Offices of Civil Rights may will work with awarded grant recipients as appropriate to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

32 Please note that some Title 23 requirements apply regardless of funding source. In particular, projects involving routes on the National Highway System must meet the applicable design standards at 23 CFR part 625.
34 https://www.access-board.gov/prowag/
3. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).35

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

35 [https://www.grants.gov/forms/post-award-reporting-forms.html](https://www.grants.gov/forms/post-award-reporting-forms.html)
G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at SS4A@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department’s website at www.transportation.gov/SS4A. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

H. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

2. Department Feedback on Applications

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. The deadline to submit technical questions is August 15, 2022. The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 90 days after the selected funding recipients are publicly announced on transportation.gov/SS4A. Program staff will address questions to SS4A@dot.gov throughout the application period.

3. Rural Applicants

User-friendly information and resources regarding DOT’s discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.
RESOLUTION NO. 21-239

RESOLUTION APPROVING THE CHEMUNG COUNTY LOCAL ROAD SAFETY PLAN AND AUTHORIZING ACCEPTANCE OF NEW YORK STATE DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROJECT FUNDING

By: Strange

Seconded by: McCarthy

WHEREAS, the Commissioner of the Chemung County Public Works Department (the "Commissioner") has submitted the Chemung County Local Road Safety Plan ("LSRP") for review and approval by the Chemung County Legislature; and

WHEREAS, the LSRP is a comprehensive plan that uses targeted countermeasures to reduce fatalities and serious injuries resulting from crashes that occur along the roadway system in the County; and

WHEREAS, Chemung County developed the LRSP as a comprehensive effort to determine the priority locations for investing the County's safety project resources; and

WHEREAS, the LSRP will enhance and guide the future of transportation safety efforts in Chemung County, reducing roadway fatalities and injuries; and

WHEREAS, the LSRP identifies $5 million in safety improvements on various County and local roads; and

WHEREAS, the Commissioner has requested authorization to apply for and to accept $3.75 million in Phase I funding (100% State share) for the Chemung County LSRP Project from the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the LSRP and authorize the application and acceptance of the NYSDOT Phase I funding; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve the LSRP; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to make application for the aforementioned funding from NYSDOT in the amount of $3,750,000 in Phase I funding (100% State share) for the Chemung County LSRP Project; and, be it further

RESOLVED, that the County Executive is hereby authorized and directed to sign such necessary documents as may be required relative to said application in accordance with the statutes and laws applicable thereto, which application and documents shall be in such form and contain such terms and conditions as approved by the County Attorney; and, be it further
RESOLVED, that upon receipt of said grant, the County Executive, in his discretion, is hereby authorized and directed to accept the same within budgetary appropriations; and, be it further

RESOLVED, that the terms and conditions of the grant agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the LSRP Project is contingent upon the receipt of the State funding identified in the Preamble to this Resolution, and if the County of Chemung does not receive either the State funding in the amounts set forth in the Preamble to this Resolution the LSRP Project and all benefits and services provided by the Project, including personnel, shall terminate without further action by this Legislature; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.
RESOLUTION NO. 21-239

Requested by: Commissioner of Public Works

Purpose: to approve LSRP and apply and accept grant funding

Authority: Section 203 of Chemung County Charter

Funds involved: $3,750,000

Aid: 100% State share

Approved by: Highway Committee, March 22, 2021

Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (15); Opposed: None (0)

STATE OF NEW YORK
COUNTY OF CHEMUNG SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 13th day of April 2021, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 13th day of April 2021

Cynthia G. Kalweit
Cynthia G. Kalweit, Clerk
Chemung County Legislature
Resolution extending agreement with Verizon Wireless on behalf of the Chemung County Central Service Department

**Resolution #:** 22-444  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

Requesting a resolution authorizing an agreement with Verizon Wireless for a one-year contract extension on behalf of Central Service Dept. (RFQ 2243) on the NYS Comprehensive Telecommunications Connectivity Contract on behalf of Chemung County Central Services Dept. The current county contract for wireless communications expires on 09/14/22.

A min-bid process was completed following vendor responses to a Sept. 2, 2020 RFQ 2243 let by the County Purchasing Dept. Average monthly expenditures are in the range of $7-8K per month, county-wide. The ability to select Verizon's "shared data" plans has resulted in an approximate $2.5-3K per month savings over this current contract period.

The county would continue "piggybacking" on the NYS Contract PS68692, which is a competitively awarded procurement vehicle. That contract expires on 09/15/24. The NYS OGS contract was previously presented to the County Law Dept. for review and the attached "Authorized User Agreement" determined to be appropriate.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
</table>
New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement

Verizon Wireless (“Vendor”) and the New York State, Office of General Services have entered into a contract for Cellular and Data Equipment & Services (“Contract”) with an effective date beginning on September 16, 2019 through and any and all amendments and/or addenda thereto. Pursuant to the Contract, the Chemung County is a government entity eligible to participate under the Contract as an authorized user (“Authorized User”).

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the “User Agreement”), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions; any online Verizon “Terms of Service” do not apply to purchases made under the Contract. The Authorized User states, acknowledges and agrees, as follows:

1. It is an Authorized User as defined (as defined by State Finance Law § 163(1)(k)) under the terms of the Contract;
2. The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract. Consistent with Section 6.25.1 of the Agreement, by placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the New York State, Office of General Services or its designee, upon the New York State, Office of General Services request or as part of a contractual reporting requirement to the State of New York, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this Contract;
3. This User Agreement will be effective when executed by the Authorized User and accepted by Vendor. The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between Authorized User and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract this User Agreement, and may not modify the price for wireless services and products utilized by other authorized users;
4. Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Verizon. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Verizon does not make any representations or guarantees that these products meet any contract security requirements;
5. Verizon Wireless requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by this User Agreement to include access to the account, ability to purchase equipment, add lines of service, and cancel service ("Government Subscriber billed lines"). Government Subscriber billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you have the authority to financially bind the Authorized User. The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, and make changes to the account. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.
Schedule ‘A’ – “Request for Authorized Contact” - List below the employee(s) that you are designating as Authorized Contact(s).

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Office Phone:</td>
<td>Office Phone</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td>Cell Phone:</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
</tbody>
</table>
# Schedule 'B' – “Authorized User Information” - Enter below the Authorized User’s information.

**Participation Eligibility** – check only one box (REQUIRED):

1. **State Agency:**
   - (e.g., New York State Office of Mental Health, Office of the State Comptroller, etc.)

2. **SUNY:**
   - (e.g., Stony Brook University, Erie Community College, etc.)

3. **Other Non-State Agency:**
   - (e.g., local governments, public authorities, public schools, fire districts, public and nonprofit libraries, certain other nonpublic/nonprofit organizations)

Questions regarding your organization’s eligibility to purchase from this Contract may be directed to NYS Procurement Services at 518-474-6717 or [https://online.ogs.ny.gov/purchase/snt/othersuse.asp](https://online.ogs.ny.gov/purchase/snt/othersuse.asp)

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Chemung County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Federal Tax Identification Number:</td>
<td>MyBiz Point of Contact Name:</td>
</tr>
<tr>
<td>Dun &amp; Bradstreet Number:</td>
<td>Dun &amp; Bradstreet Address (if different):</td>
</tr>
</tbody>
</table>

---

**The Authorized User represents and warrants that it has received or read a copy of the Contract, including Attachment 04 – “How To Use (procedures and instructions)”**.

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this User Agreement have been duly authorized by all necessary governmental action to the extent applicable; and (c) the person signing this User Agreement on its behalf is duly authorized to bind it to this User Agreement. Authorized User further represents and warrants that it shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless. AUTHORIZED USER ACKNOWLEDGES THAT UPON ACTIVATION OR CHANGE OF WIRELESS SERVICE OR EQUIPMENT, NOW OR IN THE FUTURE, THE CALLING PLAN, FEATURE, SERVICE AND EQUIPMENT TERMS, CONDITIONS AND PRICING APPLICABLE AT THE TIME OF ACTIVATION OR CHANGE SHALL APPLY TO ANY SUCH ACTIVATIONS OR CHANGES.

<table>
<thead>
<tr>
<th>Signed:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Print Name:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement

Verizon Wireless Information to be completed by Account Manager.

<table>
<thead>
<tr>
<th>Account Representative Name: Dustin Bloss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Representative Address/Location:</td>
</tr>
<tr>
<td>Manager Name: Nikos Collins</td>
</tr>
<tr>
<td>Account Numbers:</td>
</tr>
<tr>
<td>Add Domain(s):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing <strong>Employee</strong> Profile:</th>
<th>Existing <strong>Corporate</strong> Profile:</th>
<th>Or Create <strong>New</strong> Profile (check only 1 box below):</th>
</tr>
</thead>
<tbody>
<tr>
<td>780434</td>
<td></td>
<td>☐ Corporate Only</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Employee Only</td>
</tr>
<tr>
<td>Root Profile ID</td>
<td></td>
<td>☐ Corporate &amp; Employee</td>
</tr>
<tr>
<td>5236142</td>
<td></td>
<td>☐ M2M High</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ M2M Low</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ M2M ASH</td>
</tr>
</tbody>
</table>
Resolution authorizing agreement with Burke Group as recommended by the Single Rate Salary Advisory Committee

**Resolution #:** 22-445  
**Slip Type:** CONTRACT  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal_to_Provide_Compensation_Consulting_Services_-_Burke_Group.pdf</td>
<td>Proposal</td>
<td>Cover Memo</td>
<td>8/16/2022</td>
</tr>
</tbody>
</table>
Proposal to Provide Compensation Consulting Services for Chemung County NY
Burke Group Overview

Burke Group was founded in 1989. We are a premier compensation consulting firm. We serve as trusted consultants to boards and senior management in the areas of governance, strategy and compensation program design. Clients range from for profit, not-for-profits, public and private in all industries including higher education, human services, government, healthcare, technology, services, etc. Our clients rely on us to help align rewards with their long-term business goals to create value for all stakeholders: shareholders, executives, and employees.

Today’s challenging business and regulatory environment demands a comprehensive approach to compensation planning. Our clients - companies and/or their Board of Directors - rely on our senior consultants to provide day-to-day direction and guidance at each stage of their project from research and assessment to strategy, planning and implementation. Burke Group’s complete expertise and depth of knowledge help you identify and address critical issues and evaluate your organization’s unique reward opportunities. Our approach ensures we are creating comprehensive compensation solutions that work.

Burke Group is a recognized leader in compensation strategy and governance. We have guided the philosophy and implementation of executive and employee reward programs to numerous organizations helping them link pay and performance to deliver maximum return on their compensation investment.

An organization’s ability to meet business goals and sustain competitive advantage comes from a highly talented workforce who are motivated to achieve superior results and are tied to the organization for the long-term. We work with our clients in ensuring their compensation strategies align with these objectives.
Burke Group Overview

**Compensation Consulting**
Our compensation consulting services recognize the importance of using compensation as a strategic tool to motivate and reward the employees who make your business successful. An organization’s ability to meet business goals and sustain a competitive advantage comes from a talented workforce that’s motivated to achieve superior results for the long term.

**Retirement Plan Consulting/Administration**
From the earliest days of our firm, we’ve remained dedicated to helping organizations administer the complexities of traditional Defined Contribution Retirement Plans. This practice provides comprehensive services for daily participant-directed transactions, contributions into the plans, and benefit payments out of the plans.
In addition, we have worked with our clients in the effective management of risk associated with these retirement plans.

**Actuarial Services**
Burke Group’s Actuarial services provide design and reporting for post-retirement healthcare plans, plan design for pension and medical plans, as well as outsourcing services for defined benefit plans. Our experienced actuaries bring specialized analytical and technical skills to ensure that the organization’s long-term retirement and financial contribution goals are achieved.
Burke Group Overview

Burke Group, LLC
80 Linden Oaks Drive
Suite 210
Rochester, NY 14625

www.burkegroup.com

Steve DePerrior, Managing Principal
P: 585-641-7248
F: 585-624-1565
C: 585-721-4729
sdeperrior@burkegroup.com

<table>
<thead>
<tr>
<th>Employees:</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years in Business</td>
<td>33 Years</td>
</tr>
</tbody>
</table>
| Services Provided | Compensation Consulting  
                        Defined Contribution & Retirement Plan Consulting  
                        Actuarial Services |
Burke Group Project Consulting Team

Steven M. DePerrion – Managing Principal

Steve DePerrion leads the Compensating Consulting Practice. He has over 35 years consulting expertise working on executive compensation, salary administration programs, performance management, annual and long-term incentive plans, alternative reward programs, and deferred compensation for both profit and not-for-profit organizations.

Prior to joining Burke Group, Mr. DePerrion managed the Upstate New York consulting practices of both KPMG Peat Marwick and William M. Mercer, Inc.

Mr. DePerrion holds a BA in Economics from Colgate University.

Megan Elchhorn – Senior Compensation Analyst

Megan Elchhorn has been with the Compensation Consulting Practice of Burke Group since January 1998 as a Senior Compensation Analyst and specializes in all facets of salary administration programs. Her experience has been in the design and review of various compensation programs. Ms. Elchhorn is responsible for analyzing salary and benefit data in addition to preparation of report analysis.

Ms. Elchhorn attended Rochester Institute of Technology where she received her Bachelor’s degree in Business Management.

Dustin Eshleman – Compensation Analyst

Dustin Eshleman has been with Burke Group since March 2021 as a Compensation Analyst. Mr. Eshleman assists in the design and review of various compensation reports and presentations.

Mr. Eshleman attended Roberts Wesleyan College where he received his Bachelor’s degree in Business Management and Marketing.
# Professional Experience

## Municipalities/Tax Exempt Organizations

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact</th>
<th>Scope of Work</th>
</tr>
</thead>
</table>
| Cattaraugus County  
303 Court Street  
Little Valley, NY 14755 | Jack Searles  
County Administrator  
716-938-2599 | • Wage and Salary Analysis of all Positions (Union and Management Confidential) |
| Cortland County  
600 Central Avenue, Suite 316  
Cortland, NY 13045 | Robert Corpora  
County Administrator  
607-753-5051 | • Wage and Salary Analysis of all Positions (Union and Management Confidential)  
• Development of a Compensation Structure |
| Steuben County  
3 East Pulteney Square  
Bath, NY 14810 | Jack K. Wheeler, MPA  
County Manager  
607-664-2245 | • Wage and Salary Analysis of all Positions (Union and Management Confidential)  
• Development of a Compensation Structure |
| County of Livingston  
6 Court Street, Suite 302  
Geneseo, NY 14454 | Ian Coyle  
County Administrator  
585-243-7040 | • Wage and Salary Analysis of all Non-Union Positions  
• Development of a Compensation Structure |
| Schuyler County  
105 Ninth Street  
Watkins Glen, NY 14891 | Fonda Chronis, MPA  
County Administrator  
607-535-8106 | • In Process - Wage and Salary Analysis of Department Management/Confidential Positions  
• Development of a Compensation Structure |
| Schoharie County  
284 Main Street  
Schoharie, NY 12157 | Steven Wilson  
County Administrator  
518-295-8808 | • In Process - Wage and Salary Analysis of Department Heads & Elected Officials  
• Development of a Compensation Structure |
| Monroe County Water Authority (MCWA)  
475 Norris Drive  
Rochester, NY 14610 | Nicholas A. Noce  
Executive Director  
585-442-2000 | • Executive Compensation Review and Analysis  
• Wage and Salary Analysis of all Non-Union Positions  
• Development of a compensation structure |
| Onondaga Community College (OCC)  
4585 W. Seneca Turnpike, Coyne Building  
Syracuse, NY 13215 | Bridget K. Scholl  
VP Human Resources  
315-498-2516 | • Salary review of union Professional Administrator positions  
• Development of a Proposed Compensation Structure |
# Professional Experience

<table>
<thead>
<tr>
<th>Client</th>
<th>Location</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child &amp; Family Services</td>
<td>Buffalo, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Corning Museum of Glass</td>
<td>Corning, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Greater Rochester Chamber of Commerce</td>
<td>Rochester, NY</td>
<td>• Executive Compensation Review and Analysis</td>
</tr>
<tr>
<td>Finger Lakes Health</td>
<td>Geneva, NY</td>
<td>• Executive Compensation Review and Analysis</td>
</tr>
<tr>
<td>Gorbel</td>
<td>Victor, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Kreher Family Farms</td>
<td>Clarence, NY</td>
<td>• Wage and Salary Compensation Review – Leadership Positions</td>
</tr>
<tr>
<td>Lifetime Assistance</td>
<td>Rochester, NY</td>
<td>• Executive Compensation Review and Analysis</td>
</tr>
<tr>
<td>Maplewood Nursing Home</td>
<td>Webster, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Mohawk Valley Health System</td>
<td>Utica, NY</td>
<td>• Executive Compensation Review and Analysis (Including Peer Evaluation)</td>
</tr>
<tr>
<td>Munson Williams Proctor Arts Institute</td>
<td>Utica, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>NYS Economic Development Council</td>
<td>Rochester, NY</td>
<td>• Executive Compensation Review and Analysis</td>
</tr>
<tr>
<td>Paychex</td>
<td>Rochester, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Seal &amp; Design</td>
<td>Clarence, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Summit Federal Credit Union</td>
<td>Rochester, NY</td>
<td>• Wage and Salary Compensation Review - All positions</td>
</tr>
<tr>
<td>Utica National Insurance</td>
<td>Utica, NY</td>
<td>• Executive and Director Compensation Review and Analysis</td>
</tr>
<tr>
<td>Western OTB &amp; Batavia Downs Gaming</td>
<td>Batavia, NY</td>
<td>• Executive Compensation Review and Analysis</td>
</tr>
</tbody>
</table>
Background and Objectives

Chemung County, New York, is seeking proposals from independent compensation consultants to perform a compensation study for their Management/Non-Union groups (approximately 140 positions). The objectives for the study are as follows:

- Conduct a compensation analysis for all management/non-union county positions designated in the study;
- Review, update or develop new structure(s) based on market analysis data;
- Determine any cost to adjust based on the analysis;
- Provide an overview of current benefits as compared to market; and
- Develop a final report including the analysis and recommendations for presentation.
# Proposed Workplan

<table>
<thead>
<tr>
<th>Proposed Work Step</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Conduct Initial Planning Meeting.</strong> At the outset, we would meet/zoom with</td>
<td></td>
</tr>
<tr>
<td>Chemung County to discuss the following:</td>
<td></td>
</tr>
<tr>
<td>- Discuss current compensation strategy and philosophy;</td>
<td></td>
</tr>
<tr>
<td>- Overall objectives of the project;</td>
<td></td>
</tr>
<tr>
<td>- Issues or difficulty in attracting or retaining specific positions within the</td>
<td>August / September 2022</td>
</tr>
<tr>
<td>County;</td>
<td></td>
</tr>
<tr>
<td>- Project methodology and timing; and</td>
<td></td>
</tr>
<tr>
<td>- Compensation survey sources and private survey data collection.</td>
<td></td>
</tr>
<tr>
<td>At this time, Burke Group would collect data for the analysis such as position</td>
<td></td>
</tr>
<tr>
<td>descriptions, current compensation and benefit data, and any other plan</td>
<td></td>
</tr>
<tr>
<td>documents/contracts including pay structures. (See Data Collection Sheet in</td>
<td></td>
</tr>
<tr>
<td>Appendix)</td>
<td></td>
</tr>
<tr>
<td><strong>2. Assessment of Positions Relative to Market Practices.</strong> Using multiple</td>
<td>September / October 2022</td>
</tr>
<tr>
<td>survey sources and Burke Group will market price each position utilizing all</td>
<td></td>
</tr>
<tr>
<td>survey sources available. Based on this review and analysis, we will develop an</td>
<td></td>
</tr>
<tr>
<td>initial report to be reviewed with Chemung County which will include the</td>
<td></td>
</tr>
<tr>
<td>following:</td>
<td></td>
</tr>
<tr>
<td>- Market pricing of each position based on current position descriptions;</td>
<td></td>
</tr>
<tr>
<td>- Proposal of new/updated salary grades based on market data analysis;</td>
<td></td>
</tr>
<tr>
<td>- Slotting of positions into the proposed grade structure(s) based upon the</td>
<td></td>
</tr>
<tr>
<td>market analysis;</td>
<td></td>
</tr>
<tr>
<td>- Overview of benefits relative to market / industry practices; and</td>
<td></td>
</tr>
<tr>
<td>- Initial recommendations relative to proposed/revised structure(s) and any</td>
<td></td>
</tr>
<tr>
<td>associated cost to adjust.</td>
<td></td>
</tr>
</tbody>
</table>
# Proposed Workplan

<table>
<thead>
<tr>
<th>Proposed Work Step</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. <em>Meet/Zoom with Chemung County to Review and Discuss the Initial Analysis Report and Recommendations.</em></td>
<td>October / November 2022</td>
</tr>
</tbody>
</table>

| 4. **Development of Final Report.** Based upon our meeting and review of the initial report, Burke Group will develop a final report, which will include the following. | October / November 2022 |
| - Detailed review of market analysis for the management/non-union group;           |                       |
| - Proposed/updated salary grades based on market data analysis;                   |                       |
| - Slotting of Chemung County positions into the structure(s);                    |                       |
| - Proposed cost-to-adjust for based on market analysis and recommended individual adjustments; |                       |
| - Overview of benefits relative to market / industry practices; and               |                       |
| - Final analysis recommendations.                                               |                       |
Service Fee

Based upon our experience with similar projects, we estimate our fee to be $15,500 and is inclusive of expenses. This includes all components outlined in the workplan.

The project would be completed over a 12-16 week timeframe.
# Appendix – Data Collection List

<table>
<thead>
<tr>
<th>COMPENSATION DATA</th>
<th>BENEFIT DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Position Titles and Descriptions</td>
<td>• Key benefits/perquisites provided to employees</td>
</tr>
<tr>
<td>• Current Cash Compensation – (Base Salary)</td>
<td>- Retirement Benefits</td>
</tr>
<tr>
<td>• Current Grades &amp; Steps (if applicable)</td>
<td>- Paid Time Off;</td>
</tr>
<tr>
<td>• Years in Position/Service – including any equivalent</td>
<td>- Health Benefits – Employer / Employee Cost Sharing</td>
</tr>
<tr>
<td>in the same position prior to working for Chemung</td>
<td></td>
</tr>
<tr>
<td>County if readily available and is recognized by the</td>
<td></td>
</tr>
<tr>
<td>County.</td>
<td></td>
</tr>
<tr>
<td>• Plan Documents including Current Contract /</td>
<td></td>
</tr>
<tr>
<td>Structures.</td>
<td></td>
</tr>
</tbody>
</table>
Resolution authorizing agreement with the Chemung County Industrial Development Agency on behalf of the Chemung County Executive

Resolution #: 22-446
Slip Type: OTHER
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
This Resolution will provide ARPA funds to the CCIDA in support of its Arena operations to enhance tourism to the area. As the owner of the Arena, which was shut down during the pandemic, the CCIDA suffered financial harm and qualifies as a beneficiary under ARPA Rules and Regulations.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shot Clock</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Sub-floor to cover ice + Labor</td>
<td>$174,583.35</td>
</tr>
<tr>
<td>WIFI/Internet Installation</td>
<td>$21,495.90</td>
</tr>
<tr>
<td>Basketball Court Floor</td>
<td>$164,829.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$375,908.25</strong></td>
</tr>
</tbody>
</table>

The Chemung County Industrial Development Agency (IDA) has leased the Elmira Downtown Arena to Mammoth Sports & Entertainment LLC. Unfortunately, after the arena was turned back over to the possession of the IDA, several capital improvements and other investments are required to make the facility viable for a multitude of events that are currently being negotiated by the current tenant with various entertainment providers. The arena will also be hosting professional league hockey, professional league box lacrosse, as well as a number of other events, to include concerts, public skating, professional wrestling and etc. In order to properly host these types of events, the aforementioned items are necessary. These items would remain the property of Chemung County IDA and be utilized for the arena and subject to use by Mammoth Sports pursuant to the CCIDA's lease agreement. (See attachments for further details pertaining to the items being requested.)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCIDA_letter_-<em>ARPA_funding</em>-_September_2022.pdf</td>
<td>Letter from J. Roman</td>
<td>Cover Memo</td>
<td>9/6/2022</td>
</tr>
<tr>
<td>Shot_Clock.pdf</td>
<td>Shot Clock</td>
<td>Cover Memo</td>
<td>8/17/2022</td>
</tr>
<tr>
<td>Quote_-_Ice_Cover_Flooring.pdf</td>
<td>Ice Cover Flooring</td>
<td>Cover Memo</td>
<td>8/24/2022</td>
</tr>
<tr>
<td>WIFI_Capability.pdf</td>
<td>Wifi Capability</td>
<td>Cover Memo</td>
<td>8/17/2022</td>
</tr>
</tbody>
</table>
September 6, 2022

Christopher J. Moss, Chemung County Executive
203 Lake Street, P.O. Box #588
Elmira, NY 14902-0588

Dear County Executive Moss:

The Chemung County Industrial Development Agency (IDA) is the lead economic development organization for Chemung County. The agency not only plays a role with our manufacturing and general business sectors, but also provides services and assistance to our non-profit and community development organizations that promote arts and entertainment within the County. The IDA also partners with Southern Tier Economic Growth for administrative and economic development services.

During the COVID-19 years, the Chemung County IDA witnessed an economic downturn within the County and the Southern Tier Region resulting in the loss of jobs and investment. Although necessary, mandates imposed by New York State such as travel restrictions added to the problems caused by the pandemic for the business community.

One impact on the IDA during this period of time was a decline and unrealized revenues of hundreds of thousands of dollars. The organization’s ability to fund economic development projects and initiatives was lessened.

The IDA is very appreciative of consideration of ARPA funds by the Chemung County Legislature. If awarded, these funds will help fill some of the previous shortfalls and greatly benefit the Agency in its effort to promote development and tourism throughout Chemung County.

Sincerely,

Joseph Roman, Executive Director
Chemung County IDA

cc: D. Sheen, IDA Chairman
    H. Hussain, Chemung County Attorney
### QUOTE

**First Arena**  
155 North Main Street  
Elmira, NY 14901

**QUOTE**  
Customer IdNr.: US05  
Quote Nr.: 2022-06  
Quote Date: 1/13/2022

Colosseo USA Inc.  
US Federal Tax ID Nr.: 27-4453950

<table>
<thead>
<tr>
<th>Item Nr.</th>
<th>Description</th>
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Subtotal: $15,000.00  
Sales Tax: $ -  
Total: $15,000.00

**Notes to price**  
Warranty - 3 year full parts & labor

Training - included in price

Power distribution, power cabling and cable finishing - not included in price

Freight (price forwarded) - not included in price

THANK YOU FOR YOUR BUSINESS!
# Quotation

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<td>Q-092442</td>
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### Bill To
Matthew Peris  
First Arena  
155 N Main Street  
Elmira NY 14901

### Ship To
Chehnow County Ida  
100 Westmore Rd., Niagara Falls, NY 14305  
TOLL FREE: 1-866-387-5908  
TEL: +1-416-745-1811  
FAX: +1-416-742-6837  
WEB: www.covermaster.com  
EMAIL: info@covermaster.com

### Valid to  | Regional Rep | Terms  | FOB  | Currency | Delivery |
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If not shown above, any applicable taxes are extra and payable by the purchaser. Warrant Details and Terms & Conditions are available at www.covermaster.com. Errors & Omissions Excepted.
This Service Contract is entered into by Empire Access Corporation ("Empire Access") and the customer identified below ("Customer") as of the date of execution by both Customer and Empire Access as indicated below. Security and automation services are provided by Planned Alert, Inc., on behalf of Empire Access. This Service Contract is subject to the Service Terms and Conditions ("STC"), the applicable Service Level Agreements ("SLAs"), and Empire Access's Acceptable Use Policy ("AUP"). Each is set forth in its entirety on the Empire Access website at www.empireaccess.com from time to time. The STC, the SLA and the AUP are incorporated herein by reference and, along with the Service Contract and any Addendums to the Service Contract, are collectively referred to the "Contract Documents." Empire Access agrees to provide, and Customer agrees to purchase, the services described below in accordance with the provisions in the Contract Documents. Customer authorizes Empire Access to act as the Customer's agent for all matters relating to providing the services in this Service Contract.

### Customer Information

<table>
<thead>
<tr>
<th>Mammoth Sports &amp; Entertainment, LLC</th>
<th>Steve Donner Brandon Vanhorn</th>
</tr>
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<tbody>
<tr>
<td><strong>Customer Name</strong></td>
<td><strong>Customer Name</strong></td>
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<tr>
<td>155 N Main St</td>
<td>607-734-7825</td>
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<tr>
<td><strong>Service Address</strong></td>
<td><strong>Contact Phone Number</strong></td>
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<tr>
<td>Elmira NY 14901</td>
<td><a href="mailto:fxr1979@outlook.com">fxr1979@outlook.com</a></td>
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<td><strong>Service City, State, Zip Code</strong></td>
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### Federal Tax ID

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### Product Description & Pricing

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NEW CONNOR QUICKLOCK FUSION PORTABLE FLOOR SYSTEM

Mammoth Sports and Entertainment LLC
155 N. Main St.
Elmira, NY 14901

August 9, 2022

Project Name: First Arena Portable Basketball Floor
Primary Contact: Steve Donner Phone: (585) 414-9271
Delivery Date: December 2022

Floor Price: $147,927.00
Storage Carts: $9,000.00
Heavy Duty Ramp: $800.00
Shipping Estimate: $7,102.00 **Subject to change due to gas/freight pricing volatility**
Total: $164,829.00 (One hundred sixty-four thousand eight hundred twenty-nine dollars and 00/100)
PRICE IS GOOD FOR 15 DAYS FROM DATE ABOVE

Price Includes:

Floor Size: 60’ x 112’ (6,720 SF) 25/32” x 2 ¼” 2nd and Better Grade MFMA Maple QuickLock Fusion Portable System manufactured by Connor Sports.

Sanded and finished with standard graphics (Painted border, keys, center circle logo, baseline lettering) Any staining, tinting, multi-colored logos, will be subject to upcharge.

(15) Storage Carts

(1) Heavy Duty ADA Ramp

Shipping to Elmira, NY

Delivery and Unloading: Facility is responsible for providing a fork-lift for unloading the floor from delivery truck upon arrival and placing floor in area where it will be assembled.

Connor Sports will provide a technical supervisor for initial installation. Facility will be responsible to provide a minimum (6) laborers for initial installation.

Warranty: Standard (1) year warranty on parts and materials.

Submittals: Approval drawings shall be submitted for approval prior to final application of lines and graphics. Drawings to be completed within 21 days upon receipt of signed proposal and receipt of any required down payment.

Available Options:
Transitions = $55 per lineal foot plus shipping
Resilient Pad Upgrade = $1.75 per square foot
Exclusions, clarifications and indemnification: Price DOES NOT include applicable sales tax. Unless otherwise agreed in writing, payment in full of all sums due shall be made to Connor Sports immediately upon substantial completion or delivery of the agreed services/training, materials and/or work covered herein. If payment is not received, Connor Sports will repossess portable court with shipping at the expense of Customer. Customer accepts absolute, sole and unconditional responsibility for proper assembly, disassembly and storage of all flooring as well as the location at/in, and reassembly of, any portion/part of the flooring in any facility(ies). Customer agrees (upon each reassembly) to take all necessary precautions to ensure the safety of any person(s) walking/running/traversing/moving or being transported (e.g., by wheel chair or otherwise) on or around the reassembled floor. Customer hereby agrees to indemnify and hold Connor Sports harmless from any and all liability arising from or incident to Customer's intentional, reckless and/or negligent failure/omission to ensure the safety of any person(s) while he/she is walking/running/traversing/moving or being transported (e.g., by wheel chair or otherwise) on or around any portion/part of the flooring that has been reassembled by Customer at any facility(ies).

STORAGE OF COURT:
- Care shall be taken by owner upon delivery of floor system to prevent any possible contact with moisture.
- System shall be stored indoors upon delivery in a dry protected area with environmental conditions (temperature and humidity) compatible to conditions in assembly area.
- Floor system shall not be assembled while subjected to possible moisture conditions including masonry, plaster, tile, marble and terrazzo work or any overhead trades, including mechanical, athletic equipment, lighting or sound.
- Permanent heat, light and ventilation shall be completely installed and operating at least two weeks prior, during, and continuously after delivery and/or installation. Indoor temperature range of 55-degrees to 75-degrees and relative humidity between 35 – 50% shall be maintained. This 15% range of humidity provides minimal flooring shrinkage and growth. Larger fluctuations in relative humidity will cause excessive wood floor shrinkage or expansion. Failure to comply with storage requirements will void warranty claim for any damage to panels.

SUBSTRATE CONDITIONS:
- Concrete Substrate - The general contractor shall provide a broom clean concrete subfloor to a flatness tolerance of 1/8" in any 10' radius. The concrete shall be dry according to in-situ probe test, compliant with the most recent version of ASTM F2170, relative humidity level not to exceed 85%. Any deviation from the above stated limits concerning flatness or dryness shall be corrected by the customer at the sole expense of the customer.
- Flooring Substrate - Permanent flooring (tile, wood, synthetic flooring, etc.) shall provide a sound-supporting base for the QuickLock system, and provide a flatness tolerance of 1/8" in any 10' radius. If necessary, a protective cover shall be provided by the facility owner to prevent marring of the support floor.
- Ice Rink Substrate - Ice covering panels must provide a sound surface capable of supporting the QuickLock system without indentation of the covering panels. All ice cover panels shall be abutted tight at end and side joints, and provide an overall flatness of 1/8" in any 10' radius.

WATER BASED FINISH:
- The use of water based seal and finish products has sometimes resulted in the occurrence of panelization (localized excessive cracks developing between some strip flooring boards while adjacent boards remain tightly bonded together with no apparent separations) and in extreme cases, raised panel edges during periods of exceptional low relative humidity, especially in areas of the country that experience significant swings in seasonal humidity conditions. The customer accepts full responsibility of any issues arising from the use of water-based seal and finish products should they occur.

COURT MOVEMENT:
- Portable courts are manufactured to be assembled and disassembled. Owner may notice some gaping between panels if court is left down for an extended period of time. To alleviate gaps, court may require assembly and dis-assembly periodically to alleviate panel separation. Break down and set-up would be the sole responsibility of owner.

ACCEPTANCE – This proposal, when accepted and signed by you and delivered back to Connor Sports shall constitute a contract between us, it being understood that it covers all agreements between us and that no agent, salesman, representative, or officer of either of us has made any statement or agreement, oral or written, modifying adding to or changing the terms and conditions set forth herein. Unless this proposal is accepted by you (and approved by us), it is subject to withdrawal or change without notice. This order is taken subject to strikes, fires, or other contingencies beyond our control. If, after the date hereof, you or your agent, servant, representative or
employee shall order or request Connor Sports to furnish or perform any additional services or materials not included above, and such order or request is not in writing and properly signed by you or your agent(s), Connor Sports may within a reasonable time confirm to you such order or request, including the price of the services and materials, and unless you object to the confirmation to you in writing and your objection is delivered to Connor Sports within ten (10) days of receipt of the confirmation you agree that such confirmation by Connor Sports will be in addition to this proposal. The undersigned accepting party (you) hereby accepts and agrees to all of the terms and provisions stated above.

Accepted by
(Please type or print name and title) Customer

Date Signature

Please sign and send proposal to:

Connor Sports
ATTN: Gary Gray
ggray@connorsports.com
THE WORLD LEADER IN PORTABLE SPORTS FLOORING

NC

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Quicklock
PORTABLE WOOD FLOORING SYSTEMS
QUICKLOCK

CONNOR QUICKLOCK™ THE PORTABLE SYSTEM THAT PLAYS LIKE A PERMANENT FLOOR

QuickLock portable floor systems provide easy alignment and quick assembly and are perfect for multi-purpose arenas that house everything from hoops to hockey. QuickLock is the official floor of the NCAA® Final Four® basketball tournaments.

QUICKLOCK CLASSIC

CONNOR QUICKLOCK™ CLASIC PORTABLE SYSTEM

The world’s most trusted hardwood flooring system has established a legacy as the official court of the NCAA March Madness® and Final Four®, the Summer Olympic Games, the FIBA World Cup, 14 NCAA Conference Championships, plus dozens of NBA, and NCAA D1 teams nationwide.

QUICKLOCK FUSION

CONNOR QUICKLOCK™ FUSION PORTABLE SYSTEMS PINLESS FLOOR

QuickLock Fusion is the newest innovation from Connor Sports making facility change over more simple and faster than ever before. This impressive new system is already making big impact at the NCAA Final Four®, the Summer Olympic Games, the FIBA World Cup, and with NBA teams the Milwaukee Bucks, Golden State Warriors and the Brooklyn Nets.

OPTIONAL ITEMS
- PowerShock Resistant Pad
- Athletic Response Ridge Pad
- Storage Carts
- Transition Ramps
- Heavy Duty ADA ramps

FUSION HARD CONNECTION
- 1/8" (3 mm) Solid Surface
- 1/8" (3 mm) Soft Interlayer
- 1/8" (3 mm) Steel Plate Kickback

4" (100 mm) Thick Solid Surface
- 1/8" (3 mm) Solid Surface
- 1/8" (3 mm) Soft Interlayer
- 4" (100 mm) Steel Plate Kickback

FINISHING & RIDGE DETAILS
- High Density Polyurethane Groove
- 1/8" (3 mm) Solid Surface
- 1/8" (3 mm) Soft Interlayer
- 4" (100 mm) Steel Plate Kickback

OPTIONAL ITEMS
- PowerShock Resistant Pad
- Athletic Response Ridge Pad
- Storage Carts
- Transition Ramps
- Heavy Duty ADA ramps

At Connor Sports, our quality standards are maintained to UNFMA (Wood Flooring Manufacturers Association) standards. The MFMA trademark is a guarantee of consistent quality, and sets the industry standards for uniform grading, classification and technical specifications. Connor Sports goes the extra mile by being the only MFMA member to have successfully earned the ISO 9001:2008 Certification. ISO certification is internationally recognized as the gold standard for quality, manufacturing, and management. Connor Sport Court is committed to continuously improving the quality of its products, delivery time, and service levels in order to satisfy customer expectations as well as applicable regulatory requirements.
## Diagram

![Diagram of a grid with dimensions](image)

### Notes
1. POWDER COAT PAINT BLACK.

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### Title

**HEAVY DUTY RAMP, 3.25 RISE**

**DRAWN** | 850876-HD-3.25

**DATE** | 10/9/19

---

**SCALE:** 1:16  **WEIGHT:**

**SHEET 1 OF 3**
ITEM 1
MAKE OUT OF .125 THICK
STEEL DIAMOND PLATE

CONNOR SPORTS
251 INDUSTRIAL PARK RD,
AMASA, MI 49003
630-222-0928

DRAWN
MTB 10/9/19

CHECKED

G.A.

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
FRACTIONAL ± 1/64
ANGULAR: MACH ± 1/2° BEND ± 1°
ONE PLACE DECIMAL ± .05
TWO PLACE DECIMAL ± .015
THREE PLACE DECIMAL ± .005

DO NOT SCALE DRAWING

SCALE: 1:16 WEIGHT:

STAMP ITEMNUMBER
STAMP ITEMNUMBER
ITEM 2
MAKE OUT OF CRS BAR

ITEM 3
MAKE OUT OF CRS BAR

ITEM 5
MAKE OUT OF CRS BAR

HEAVY DUTY RAMP, 3.25 RISE

CONNOR SPORTS
251 INDUSTRIAL PARK RD.
AMASA, MI 49003
630-222-0928

DRAWN
MTB
10/9/19

CHECKED

G.A.

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
FRACTIONAL: 1/16 ANGULAR: MA CH±1/2° BEND ±1°
ONE PLACE DECIMAL ± .05 TWO PLACE DECIMAL ± .015
THREE PLACE DECIMAL ± .005

DO NOT SCALE DRAWING

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF
CONNOR SPORT COURT, AND REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
CONNOR SPORT COURT IS PROHIBITED.

SCALE: 1:8 WEIGHT: SHEET 3 OF 3
Resolution authorizing the expenditure of American Rescue Plan Act funds for the Harris Hill Runway Re-pavement Project, authorizing agreement with Highway Rehabilitation Corporation, and approving a budget transfer on behalf of the Chemung County Department of Public Works

Resolution #: 22-447
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
The 2022 Operating Budget earmarks $250,000 for a runway re-pavement at the National Soaring Museum, located at Harris Hill Park. Due to the escalation in cost surrounding paving and updated engineering, the estimate indicated that the cost is now $348,684.83. Specific reason for the increase is indicated as asphalt escalation and unforeseen conditions. The engineering estimate is attached so that it may be reviewed by the Legislature. The Chemung County Department of Public Works is requesting that the difference of $98,684.83 be approved with utilization of ARP funding.

ATTACHMENTS:

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</table>
**ENGINEERING ESTIMATE**

Glider Runway Asphalt Rehabilitation

**PROJECT NOTES:**
- HIP: Hot In Place Asphalt Recycling (3 week set time between HIP and Asphalt applications - Vehicular traffic is allowed)
- Type II Asphalt: Consists of a hot mixed Asphalt placed over HIP at a depth of 1-1/2 inches.
- Mill & Fill: 2"密粒/2" HMA Overlay

**ESTIMATES ARE BASED ON 2023 CHEMUNG COUNTY UNIT PRICE RATES** - ACTUAL QUOTES WILL VARY RELATIVE TO CURRENT OIL PRICE INDEX VALUES AND PROJECT SCHEDULE

### 2022 Glider Runway Paving Cost Estimate

<table>
<thead>
<tr>
<th>Area Designation</th>
<th>Area (SqYds)</th>
<th>HIP Cost ($5.54/sq.yd)</th>
<th>Asphalt (TOWS)</th>
<th>Asphalt ($89.00/TON)</th>
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<tr>
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<td>5,542</td>
<td>$36,701.14</td>
<td>469</td>
<td>$41,741.00</td>
<td>HIP &amp; 1-1/2&quot; Asphalt Overlay</td>
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<tr>
<td>Area 2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>Area 3</td>
<td>15,986</td>
<td>$88,364.59</td>
<td>1,952</td>
<td>$120,338.00</td>
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<td>Area 4</td>
<td>1,290</td>
<td>144</td>
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<td>2&quot; Mill and Fill</td>
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<tr>
<td>Area 5</td>
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<td>Area 6</td>
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<tr>
<td>Area 7</td>
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<td>3,916.00</td>
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<td>Task Coat (optional)</td>
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<td></td>
<td>$5,982.47</td>
<td>Estimated at 2% of Total Asphalt Price</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>23,939.06</strong></td>
<td><strong>$119,269.74</strong></td>
<td><strong>2,097</strong></td>
<td><strong>$192,616.64</strong></td>
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</table>

### PROJECT TOTAL COST

- **HIP** $119,269.74
- **ASPHALT** $192,616.47 (In Place by Vendor)
- **ASPHALT MILLING** $5,100.00 (County Bid)
- **Asphalt Milling** $5,982.47
- **Total** $344,888.88

### Contingency (5%)

- **Total** $344,888.88

### Pavement Area Dimensions

<table>
<thead>
<tr>
<th>Area Designation</th>
<th>Length (ft)</th>
<th>Width</th>
<th>Width (a)</th>
<th>Width (b)</th>
<th>Area (ft²)</th>
<th>Area (SqYds)</th>
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**RUNWAY LAYOUT PLAN**

- **AREA 1**
- **AREA 2** (Removed from project)
- **AREA 3**
- **AREA 4**
- **AREA 5** (25 ft x 114 ft)
- **AREA 6** (61 ft x 68 ft)
- **AREA 7** (12 ft x 287 ft)
# Contract Award Notification

**Title**: Group 31555 Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified)  
(Statewide)

**Classification Code(s)**: 30

**Award Number**: 23250 (Replaces Award 23188)

**Contract Period**: April 1, 2022 to March 31, 2024

**Bid Opening Date**: December 16, 2021

**Date of Issue**: April 1, 2022

**Specification Reference**: SPEC – 940 date of issue October 30, 2019

**Contractor Information**: Appears on Page 5-14 of this Award

## Address Inquiries To:

<table>
<thead>
<tr>
<th>Name</th>
<th>Christine Dettmer</th>
<th>Procurement Services</th>
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<tr>
<td>Title</td>
<td>Contract Management Specialist 1</td>
<td>Customer Services</td>
</tr>
<tr>
<td>Phone</td>
<td>518-473-9122</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:christine.dettmer@ogs.ny.gov">christine.dettmer@ogs.ny.gov</a></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>518-474-6717</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
<td></td>
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</table>


## Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

This award has a total of 0% participation goals for MWBE and SDVOB.

PR # 23250
<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor Name &amp; Address</th>
<th>Contact Information</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
</table>
| PC69537   | HIGHWAY REHABILITATION CORP. 2258 Route 22 | Phone #: 845-278-9645  
Contact: Christine Magee  
E-mail: chris@highwayrehab.com  
Web Site: www.highwayrehab.com | 22-2355196  
1000057419 |
| SB        | Brewster, NY 10509        | Business hours: 8:30am – 5:30pm (M-F)  
Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:  
Phone #: 845-721-6008  
Contact: Terence Lucey  
E-mail: terry@highwayrehab.com | |
| PC69538   | JULIEANN SHOVE, INC.  
dba CHAMPION ASPHALT MAINTENANCE 5724 Eddy Ridge Road  
Williamson, NY 14589 | Phone #: 315-589-7953  
Contact: Deborah A. Shove  
E-mail: championasphalt7953@yahoo.com  
Web Site: www.championasphaltny.com | 20-5160209  
1000044369 |
| SB        | 8:00am – 4:00pm (M-F)  
Accepts NYS Procurement Card for orders from $20,000 up to $50,000.  
Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:  
Phone #: 315-589-7953  
Contact: Deborah A. Shove  
E-mail: championasphalt7953@yahoo.com | |
SECTION 2: HOW TO USE THE CONTRACT

2.1 INTRODUCTION – IMPORTANT NOTE
Using Agencies and Political Subdivisions can choose any of the contractors listed in this Contract Award Notification (Pages 5-14). Contractors not listed in this Contract Award Notification cannot be chosen or included in the Quick Quote process involving a purchase through this particular contract. Also the only items that can be purchased through this contract are the one listed in the price pages.

To look for a specific Liquid Bituminous Material Treatment, please refer to the price pages which are published as attachments on our website. These price pages contain the maximum price that the contractor can charge for each item.

2.2 QUICK QUOTE PROCESS
Authorized Users must select the appropriate contractor to perform their particular project by using the quick quote worksheet form.

During the course of selecting and awarding one of the contractors listed in this contract, Authorized Users are required to use the Quick Quote process to try to obtain lower prices. Contractors may wish to lower their contract prices for various reasons, i.e., excess supply, slow business, etc. Each quick quote situation is unique and the price is firm for that particular project only. If Bid security is a concern, the Authorized User may require Bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet is MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from this IFB, with the only exception being for cases where the material is being picked up by the Authorized User at the plant, in which case the use of the Quick Quote is optional (at the Authorized User’s discretion).

The Quick Quote form will be published at the NYS OGS website (at the contract’s landing page) once the contract is awarded.

The Quick Quote Worksheet should be sent to the contractors in its MS Excel format. The contractor at that point should quick quote every single line item that the Authorized User is requesting. If the Price Pages published by OGS show a No Bid or a No Award for one of those Contractor’s line items, that Contractor won’t be able to bid the entire Quick Quote. Under those circumstances, if a Quick Quote is received, the Authorized User should reject it.

Agencies using the quick quote are required to award to the lowest responsive Bid meeting the Authorized User’s requirements outlined in the requested quote. There are no negotiations permitted following the “Quick Quote” and prices cannot be changed once offered. If award is made to other than the lowest Bid, the Authorized User must prepare detailed documentation explaining the action taken for the failure to meet requirements. (i.e., the low contractor could not provide the product in the time frame required, contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor during the quick quote process.

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), the Authorized User and the contractor understand that the Project's Total Cost shown in the Quick Quote includes all the needed Price Adjustments for the month indicated in the Quick Quote (the month when the Quick Quote was sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate the Quick Quote, then the Project’s Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
Proposal

July 22, 2022

Mr. Carl Martel
Chemung Co. Highway Dept.

Project:  Hot In-Place Asphalt Recycling, Elmira Soaring Airport

Locations:  
- Large Runway: 17,216 s.y.
- Small Runway: 5,611 s.y.

Total: 22,827 s.y.

Project Cost:  22,827 s.y. @$5.54/s.y.  Total  $126,461.58

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

Terry Lucey

Terry Lucey

TL/cm
RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE EXPENDITURE OF AMERICAN RESCUE ACT FUNDING FOR THE HARRIS HILL RUNWAY RE-PAVEMENT PROJECT, AUTHORIZING AN AGREEMENT WITH HIGHWAY REHABILITATION CORP., AND APPROVING A BUDGET TRANSFER ON BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS

By: Manchester

Seconded by:

WHEREAS, the 2022 Chemung County Operating Budget, as approved by the Chemung County Legislature pursuant to Resolution No. 21-612, budgeted use of $250,000 from American Rescue Plan Act (“ARPA”) fund for the Harris Hill Runway Re-pavement Project (the “Project”); and

WHEREAS, due to the escalation in asphalt and other unforeseen conditions the cost of the Project is now estimated at $348,684.83; and

WHEREAS, the Commissioner of the Chemung County Department of Public Works has requested that the Legislature approve the utilization of $98,684.83 of ARPA funding to cover the increase in the cost of the Project; and

WHEREAS, Resolution 21-553 (Resolution Accepting American Rescue Plan Act of 2021) directed that all expenditures of ARPA funds be subject to further Resolution; and

WHEREAS, the Project supports tourism and commerce; and

WHEREAS, the Project will be completed with a portion of the work being completed by Dalrymple Gravel and Contracting Company, Inc., using existing County bid award pursuant to Resolution No. 22-171, RFB-2269 – Vendor Placed Pavement, and by authorizing an agreement with Highway Rehabilitation Corp. for hot-in-place asphalt recycling utilizing NYSOGS bid award #23250, Group 31555 (Comprehensive Liquid Bituminous Materials) in the amount of $126,461.58

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve the Commissioner’s request; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby authorize the expenditure of $348,684.83 of ARPA funds for the Project; and, be if further

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with Highway Rehabilitation Corp., pursuant to NYSOGS contract award #23250, Group 31555 (Comprehensive Liquid Bituminous Materials) for hot-in-place asphalt recycling in the amount of $126,461.58; and, be it further

RESOLVED, that the terms and conditions of those documents and purchase agreement to be subject to the review and approval of the County Attorney; and, be it further
RESOLVED, that the agreement with Highway Rehabilitation Corp. shall not be renewed, the initial terms extended, or the purchase agreements amended without the express consent by Resolution of this Legislature; and, be it further

RESOLVED, that the County Treasurer is hereby authorized and directed to transfer $98,684.83 from (need account number and name) to (need account number and name) for the Project.
Resolution authorizing the expenditure of American Rescue Plan Act funds for School Resource Officer and Special Patrol Officer Programs, authorizing agreement with Axon Enterprises, Inc., and approving a budget transfer on behalf of the Chemung County Sheriff

Resolution #: 22-448
Slip Type: OTHER
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
Request resolution authorizing the purchase of equipment for the SRO & SPO Program. SRO and SPO Officers being equipped with this information will help keep the schools safe.

See attached Memo and quotes.

ATTACHMENTS:

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Office of Chemung County Executive  
203 Lake St., P.O. Box 588  
Elmira, N.Y. 14901

Inter-Office Memorandum

TO: Chemung County Legislature

FROM: Chemung County Executive Christopher J. Moss

DATE: 08/05/22

RE: SRO & SPO Program

After consulting with Chemung County Sheriff William Schrom, I am recommending that the following two expenditures be approved by the Legislature as they deal specifically with the safety of our schools throughout Chemung County.

As you are aware, the Chemung County Sheriff’s Office operates one of the largest, and in my opinion, most successful School Resource Officer/Special Patrol Officer (SRO/SPO) programs throughout the region. Unfortunately, as we have seen on multiple occasions throughout the United States, most recently in Uvalde, Texas and Buffalo, NY, mass tragedies have occurred which were committed by individuals for various reasons. While it’s our hope that we never have to face this type of tragedy, it’s also important that we prepare for any eventuality. The Sheriff has held multiple conversations with superintendents throughout the school districts who are partnering with the county to enhance the services being provided to the various districts.

At this time, the Sheriff is requesting the approval to purchase fourteen (14) Axon Tasers and accessories, at a cost of $27,158.45, as well as ten (10) LE2020M Rifles and accessories for approximately $9,916.60. (Please see the quotes for both pieces of equipment which are attached to the Novus Route Slip.) It should be noted that this purchase is permissible with the utilization of ARP funds. It should also be noted that the schools whereupon the Sheriff’s Office provides SRO/SPO services has approved the aforementioned equipment being in the schools and the Sheriff has amended interdepartmental policies to reflect the additional equipment. These policies also address the safety and manner in which equipment will be secured by individual officers.

CJM/ldl
CARBONE'S CUSTOM FIREARMS
8810 FRONT ST
KEY WEST, FL 33040
Rock River Arms, Inc. LE/Military Rep
RRA,INC LAW ENFORCEMENT DEALER
cclkwfl@gmail.com
WWW.KEYWESTGUNS.COM
305/235455
Tax Reg No: 54-8012969408-2
Phone: 305-923-5455 /FAX- 305-292-5452
DUNS# 139266677
CAGE CODE 3L220

For: Sergeant Peter Ruhmel Chemung
County Sheriff's Office Criminal
Investigation Division 203 William
Street Elmira NY 14901 607-737-2933
pruhmel@chemungcountyny.gov

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*Indicates non-taxable item

Subtotal | $9,871.60  
Shipping | $45.00   
Total | $9,916.60

Notes
PO AND FET LETTER REQUIRED TO PROCESS ORDER. PAYMENTS TO BE MADE TO C.C.F.
Eylar 53 Inch Tactical Slim Rifle Case with Foam, Mil-Spec Waterproof Crushproof, Fits Single Rifle, Valve with Lockable Fittings

Visit the Eylar Store

$159.99

Get 3% back on this item with the Amazon Rewards

Brand: Eylar
Item Dimensions: 53.34 x 13.86 x 5 inches
LxWxH
Material: Polypropylene
Color: Tan FDE
Item Weight: 14.5 Pounds

About this item
- Outer: 53.34 inch x 13.86 inch x 5 inch Inner: 53.34 inch x 13.86 inch x 5 inch. Designed to secure a single rifle.
- IP67 Waterproof protection for up to 1 meter underwater.
- Includes 3 layers of foam, 1 fully perforated solid foam layer and 1 layer of convoluted foam.
- Meets TSA Requirements, two quarter inch padlocks for secure storage at home or on the go.
- Slim and lightweight design with automatic pressure release for easy travel.

Limited Lifetime Warranty
Quote Expires on: 9/2/2022

**Buyer:**
Mathew Stevens  
Chamung County Sheriff's Office -  
NY  
mstevens@chamungcountyny.gov

**Bill To:**  
PO Box 588  
Elmira  
NY - 14902-0588  
USA

**Ship To:**  
203 William St  
Elmira  
NY - 14901-3112  
USA

**Quote Items:**

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<td>15.79</td>
<td>142.16</td>
</tr>
<tr>
<td>80004 TASER Training Target</td>
<td>40.20</td>
<td>1</td>
<td>4.02</td>
<td>36.18</td>
</tr>
</tbody>
</table>

**Quote Subtotal:** $27158.45

Tax calculated at checkout. Ground shipping is no additional cost.

Thank you for being a valued Axon customer. For your convenience, continue checkout with a credit card / PO / invoice on our online store my.axon.com/buy

Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.
Justification for Utilizing a Cooperative Contract

Date 4/26/2021

Requesting Department Sheriff's Department

Requesting Employee Scott Wheeler Position Lieutenant

Cooperative or Lead Agency NPP GOV

Contract No. RFP# 2010 (PGB-2312) Law Enforcement Equipment Contract #PS20270

Vendor(s) Name(s) Axon Enterprise, Inc.

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

<table>
<thead>
<tr>
<th>Issue</th>
<th>Procurement Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Considerations:</td>
<td></td>
</tr>
<tr>
<td>1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?</td>
<td>Yes, The League of Cities (LOC) let this proposal and it is a governmental entity formed by Oregon's incorporated cities.</td>
</tr>
<tr>
<td>2. Was the contract made available for use by other governmental entities?</td>
<td>Yes, page 1 of RFP.</td>
</tr>
<tr>
<td>3. Was the contract let in a manner that constitutes competitive bidding “consistent with state law?”</td>
<td>Yes, see responses to questions 1-7.</td>
</tr>
<tr>
<td>4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?</td>
<td>Yes, proposal was published in Oregon Daily Journal, Daily Journal of Commerce, MCA Russell Johns Assoc, LLC, and was distributed to vendors in this market.</td>
</tr>
<tr>
<td>5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?</td>
<td>Sealed proposals were accepted for this proposal (Page 1 of RFP)</td>
</tr>
<tr>
<td>6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?</td>
<td>Yes, specifications are intended to cover complete range and not limit products for award (Page 24 of RFP)</td>
</tr>
<tr>
<td>7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?</td>
<td>No, award was not based on lowest bidder. Award was based on total evaluation score. (Page 10 of RFP)</td>
</tr>
</tbody>
</table>
## Justification for Utilizing a Cooperative Contract

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Do the terms, conditions and scope of work/specifications meet the need?</td>
<td>Yes.</td>
</tr>
</tbody>
</table>
| 9. If no, are the terms, conditions and scope of work/specifications negotiable?  
  It should be noted here if terms or prices were negotiated. | Yes, this contract provides advantageous terms, conditions and pricing and meets the Sheriff department needs for body cameras |
| 10. Does the cooperative contract provide the most advantageous solution? Why?  
  Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc. | Yes, The intent of this solicitation is to obtain discounted pricing through volume purchasing (page 2 or RFP) and Proposers are encouraged to include large volume pricing purchases in their proposal (Page 27 of RFP) |
| 11. Will any and all purchases comply with the terms and prices in the contract? | Yes.                                                                   |
| 12. Will volume pricing advantages be applied to purchases?               | Yes, The City of Elmira has successfully used this contract for the procurement of body cameras. |
| 13. Was past experience with the cooperative or lead agency acceptable?   | Yes, The City of Elmira has successfully used this contract for the procurement of body cameras. |
| 15. Can a local vendor provide this service? If so, why were they not considered? | No.                                                                   |
| 16. What is the age of the contract? How many years is it into its contract term? | Contract start date is 6/8/2020. This is the first year of the contract and is a 3 year contract plus 3 1-yr renewals. Potential end date is 6/8/2026. |

**ADDITIONAL COMMENTS:**

---

**Usage reviewed and approved by:**

![Signature](Signature)

**Jackie Crowley**

Buyer Name

![Signature](Signature)

**Tricia Wise**

Director of Purchasing Name
# ARMS ROOM POLICY

**Policy:** The Chemung County Sheriff's Office will provide for the safe and proper storage, control, inventory and safeguarding of Agency weapons and munitions.

## I. Procedure

**A. Firearms Instructor:**

1. The overall responsibility for the Arms Room will be assigned to a Road Patrol Sergeant or Lieutenant, Criminal Investigations Division Investigator or Road Patrol Deputy with Municipal Police Training Council certification as a Firearms Instructor. Designation as Senior Firearms Instructor will be made by the Sheriff.

2. The Senior Firearms Instructor will report to the Undersheriff.

**B. Security and Storage of Weapons and Munitions:**

1. All Agency weapons and munitions will be stored in the Arms Room located in the Sheriff's Office.
   
   a. Weapons used by the Special Services Unit, if not stored in the Arms Room, may be stored in the safe located in the SSU Room. Munitions used by the SSU, if not stored in the Arms Room, may be stored in the SSU Room or designated SSU vehicles in preparation of activation of the SSU.

2. The Arms Room and SSU Room doors will be locked at all times.

3. Keys to the Arms Room, steel cabinets, arms racks and SSU door will be issued at the discretion of the Sheriff and a log of issued keys will be maintained.
4. Weapons used by the School Resource Officers, (to include SPO’s), if not stored in the
arms room, will be secured in a gun safe located within their school offices at their
assigned schools. Since SRO’s are assigned take-home vehicles, when school is not in
session, the weapons will be removed from those particular safes and the SRO’s will
secure said weapon in their assigned vehicles.

SPO’s will keep their assigned rifle stored at the school from Monday through Friday. The
rifle will be removed from the school property over the weekend until the following school
week. The exception to this practice will be when school is not in session for any reason.
This would include, but not limited to, summer vacation, spring break, winter break, long
holiday breaks (Thanksgiving, Christmas, etc.) or any other occasion where school will not
be in session for any period of time to exceed two-days. Any breaks, as outlined above,
will require the SPO to remove the rifle from school property and secure it along with their
other agency assigned equipment. When bringing the rifle to or removing it from school
premises, the rifle will be required to be secured in an approved locked case to be secured
in their homes until the next time school is in session.

It will be the responsibility of the individual SPO to ensure that their assigned rifle is
properly secured (locked) in their respective assigned gun cases when school is not in
session.

At the end of the school year, the SRO’s will maintain custody of their rifles so that they
have access to same during their reassignment to the road. The SPO’s will be required to
surrender their assigned rifle to the armorer along with their assigned handgun, and all
munitions for both weapons, to be secured in the agency armory until the next school year.

C. Control and Inventory of Weapons and Munitions:

1. An inventory will be maintained by the Firearms Supervisor of all agency owned
weapons and munitions with a copy forwarded to the Sheriff January 1, of each year
and upon request at any time.

2. Weapons and munitions will be issued under the following conditions:

a. Upon the direction of the Sheriff, Undersheriff, Captain of the Road Patrol and
   Lieutenant of CID.

b. For training, qualification and familiarization.

c. At the direction of the SSU Commander for SSU training and activation.

d. At the direction of the on-duty Road Patrol Supervisor.

3. Weapons issued and assigned to personnel will be maintained on an inventory log. In
addition, a “Firearms receipt” (Form #122), documenting the make of weapon, model of
weapon, serial number, date received, receiving personnel and issuing authority will be
completed, and signed by both the receiving personnel and issuing authority.

a. Issued weapons returned to the Arms Room will be acknowledged on Form #122
   under “Acknowledgement of Return” documenting the date of return. Personnel
   returning the weapon and authority receiving the weapon will sign for the return of
   such weapon.

b. Each time an assigned weapon is re-issued after return, a new receipt will be
   completed. Ex: Personnel that are off for an extended period of time due to injury,
   illness or disciplinary reasons.
4. Weapons permanently assigned to vehicles will be maintained on an inventory sheet noting the vehicle number, make of weapon, model of weapon, caliber or gauge of weapon and serial number.

5. All weapons, drawn from the Arms Room for temporary use, will be logged out by date, recipient's name, description of weapon and caliber and serial number.

6. An inventory of Arms Room equipment distinct from weapons and munitions will be maintained by the Firearms Supervisor

7. An inventory of munitions, by caliber and type, will be maintained by the Firearms Supervisor noting munitions received and expended.

D. Chemical Agent

1. The overall responsibility of the storage and inventory of the Road Patrol chemical agent (pepper spray) will be the responsibility of the Sheriff's designee.

2. The Sheriff's designee will be responsible for the issuing of the chemical agent (pepper spray) to all Deputy Sheriffs and document each canister coming in and going out.

3. The Sheriff's designee will be accountable for the ordering and maintaining of a current inventory of pepper spray canisters.

4. The inventory of the chemical agent will be maintained in the Sheriff's Office Armory in a locked cabinet where the Sheriff's designee and the Sheriff will maintain the only keys.
Resolution authorizing correction to the 2020, 2021, and 2022 tax roll in the Town of Big Flats (parcel 58.01-1-61.11)

Resolution #: 22-449  
Slip Type: OTHER  
SEQRA status: State Mandated False  

Explain action needed or Position requested (justification):
Church properties are wholly tax exempt under Real Property Tax Law 420-a. The assessor used the exemption code for a parsonage and not a church. Thereby the church was charged taxes for the Fire District. RPTL Section 556 Correction of Errors, allows refunds for three years: 2020 - $1,268.39, 2021 - $1,290.04 and 2022 - $1,286.01.

Resolution 21-649 authorizes the director of Real Property to refund taxes that do not exceed $2500. The three year total refund amounts to $3,844.44

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Islamic_Assoc_Refund.pdf</td>
<td>Islamic Assoc Refund</td>
<td>Cover Memo</td>
<td>8/10/2022</td>
</tr>
</tbody>
</table>
July 20, 2022

Mr. John Burin, Chairman  
Chemung County Legislature  
Building & Grounds Committee  
PO Box 588  
Elmira, NY 14902-0588

Dear Mr. Burin:

Please be advised that an application for a refund to the 2020, 2021, & 2022 County and Town tax roll has been filed in accordance with Section 556 of the Real Property Tax Law (RPTL) for parcel 58.01-1-61.11, owned by Islamic Association of the Finger Lakes, in the Town of Big Flats.

The property is tax exempt as a church under RPTL 420-a. The assessor used the incorrect exemption code, thereby while the church was tax exempt, the church was levied a tax for the Fire District, which they should have been exempt from. An incorrect entry of exemption code by the assessor that levied a fire district tax where they should have been tax exempt constitutes an unlawful entry as defined by RPTL Section 550 (7) (a), and should be corrected for the 2020, 2021, and 2022 County and Town tax roll as follows:

<table>
<thead>
<tr>
<th></th>
<th>Tax Rates</th>
<th>2020</th>
<th>Corrected</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Value</td>
<td></td>
<td>1,101,900</td>
<td>1,101,900</td>
<td>0</td>
</tr>
<tr>
<td>Religious Exemption</td>
<td></td>
<td>1,101,900</td>
<td>1,101,900</td>
<td></td>
</tr>
<tr>
<td>Taxable Value</td>
<td></td>
<td>0</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>6.972253</td>
<td>0.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Comm College</td>
<td>0.470228</td>
<td>0.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Library District</td>
<td>0.697523</td>
<td>0.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Town of Big Flats</td>
<td>2.619725</td>
<td>0.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Fire District FD241</td>
<td>1.151092</td>
<td>1268.39</td>
<td>-</td>
<td>1,268.39</td>
</tr>
<tr>
<td>Big Flats Water Dist</td>
<td>106.397196</td>
<td>106.40</td>
<td>106.40</td>
<td></td>
</tr>
<tr>
<td>Water Dist 5</td>
<td>27,296.375</td>
<td>163.78</td>
<td>163.78</td>
<td></td>
</tr>
<tr>
<td>Total Due</td>
<td>1,538.57</td>
<td>270.18</td>
<td>1,268.39</td>
<td></td>
</tr>
</tbody>
</table>

STAMP_ITEMNUMB
Mr. John Burin  
Correction to Tax Roll  
July 20, 2022  

2021 County & Town Taxes:

<table>
<thead>
<tr>
<th>Tax Rates</th>
<th>2021</th>
<th>Corrected</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Value:</td>
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<td>1,101,900</td>
<td>-</td>
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<tr>
<td>Religious Exempt</td>
<td>1,101,900</td>
<td>1,101,900</td>
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</tr>
<tr>
<td>Taxable Value</td>
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</tr>
<tr>
<td>County</td>
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<tr>
<td>Comm College</td>
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<tr>
<td>Library District</td>
<td>0.707134</td>
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<tr>
<td>Town of Big Flats</td>
<td>2.683789</td>
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<td>0</td>
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<tr>
<td>Fire Dist FD241</td>
<td>1.17074</td>
<td>1,290.04</td>
<td>1,290.04</td>
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<tr>
<td>Big Flats Water Dist 3</td>
<td>76.42757</td>
<td>76.43</td>
<td>76.43</td>
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<tr>
<td>Water Dist 5 (6 Units)</td>
<td>29.211765</td>
<td>175.27</td>
<td>175.27</td>
</tr>
<tr>
<td>Total Due</td>
<td>1541.74</td>
<td>251.70</td>
<td>1290.04</td>
</tr>
</tbody>
</table>

2022 County and Town Taxes:

<table>
<thead>
<tr>
<th>Tax Rates</th>
<th>2022</th>
<th>Corrected</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed Value</td>
<td>1,168,000</td>
<td>1,168,000</td>
<td>-</td>
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<tr>
<td>Religious Exempt</td>
<td>1,168,000</td>
<td>1,168,000</td>
<td>0</td>
</tr>
<tr>
<td>Taxable Value</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County</td>
<td>6.494235</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Comm College</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Library District</td>
<td>0.677660</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Town of Big Flats</td>
<td>2.599748</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fire Dist FD241</td>
<td>1.101032</td>
<td>1,286.01</td>
<td>1286.01</td>
</tr>
<tr>
<td>Big Flats Water Dist 5</td>
<td>75.730679</td>
<td>75.73</td>
<td>75.73</td>
</tr>
<tr>
<td>Water Dist 5 (6 Units)</td>
<td>28.520021</td>
<td>171.12</td>
<td>171.12</td>
</tr>
<tr>
<td>Total Due</td>
<td>1532.86</td>
<td>246.85</td>
<td>1286.01</td>
</tr>
</tbody>
</table>
Mr. John Burin  
Correction to Tax Roll  
July 20, 2022

Based upon my investigation, it is my recommendation that the application be approved and the property owner be issued a refund for:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$1,268.39</td>
</tr>
<tr>
<td>2021</td>
<td>$1,290.04</td>
</tr>
<tr>
<td>2022</td>
<td>$1,286.01</td>
</tr>
</tbody>
</table>

for a total refund of $3,844.44. Please do not hesitate to contact me if you have any questions.

Sincerely,

[Signature]  
Theresa R. Murdock  
Director  
Chemung County Real Property Tax Office  
Real Property Tax Office

cc  Melanie VanNoy Stewart, Assessor, Town of Big Flats  
Linda Cross, Town Clerk, Town of Big Flats  
Jennifer Furman, Treasurer, Chemung County
Application for Refund or Credit of Real Property Taxes

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners
Islamic Assoc of Finger Lakes

Mailing address of owner (number and street or PO box)
499 Hickory Grove

Location of property (street address)
499 Hickory Grove

City, village, or post office
Horseheads

State NY
ZIP code 14845

City, town, or village
Horseheads

State NY
ZIP code 14845

Daytime contact number

Evening contact number

Tax map number of section/block/lot: Property identification (see tax bill or assessment roll)
072400 58.01-1-61.11

Account number (as appears on tax bill) 02302003
Amount of taxes paid or payable 1,538.57
Date of payment 01-27-2020

Reasons for requesting a refund or credit: Wrong exemption code had been granted to this parcel.

I hereby request a refund or credit of real property taxes levied by County/Town Taxes for the year(s) 2020.

Signature of applicant N.P., IAFL

Date 7/29/02

RECEIVED JUL 29 2020

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 7/30/2002
Date warrant annexed 11/1/2020

Last day for collection of taxes without interest 12/31/2000
Recommendation Approve application

Signature of official

Date 7/29/02

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the tax levying body or official designated by resolution:

Application approved (Mark an X in the applicable box):

Clerical error [X] Error in essential fact [ ] Unlawful Entry [ ]

Amount of taxes paid
Amount of taxes due
Amount of refund or credit

Application denied (reason):

Signature of chief executive officer or official designated by resolution

Date
**Owner(s):**
Islamic Assoc of Finger Lakes  
499 Hickory Grove Rd  
Horseheads, NY 14845

**Bill #:** 243849  
**Tax Map #:** 58.01-1-61.11  
**Swis:** 072400  
**School Code:** 073401

**Property Address:** 499 Hickory Grove Rd

**Land Value:** 51900  
**Total Value:** 1101900  
**Full Market Value:** 1101900  
**Dimensions:** 2.48 acres  
**Roll Section:** 8  
**Class:** 620

<table>
<thead>
<tr>
<th>Exemption</th>
<th>Value</th>
<th>Full Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>RELG CORP</td>
<td>1101900</td>
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</tbody>
</table>

**Levy Description:**

<table>
<thead>
<tr>
<th>Taxing Purpose</th>
<th>Total Levy</th>
<th>%Change</th>
<th>Taxable Value</th>
<th>Rate</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>County of Chemung</strong></td>
<td>5655108</td>
<td>7.5</td>
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<td>6.972253</td>
<td>0.00</td>
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<tr>
<td>Community College</td>
<td>381604</td>
<td>-3.2</td>
<td>0</td>
<td>0.470228</td>
<td>0.00</td>
</tr>
<tr>
<td>Library District</td>
<td>565913</td>
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<td>0.697523</td>
<td>0.00</td>
</tr>
<tr>
<td>Town of Big Flats</td>
<td>2125536</td>
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<td>0</td>
<td>2.619725</td>
<td>0.00</td>
</tr>
<tr>
<td>Big flats fire dist</td>
<td>867550</td>
<td>2.7</td>
<td>1101900</td>
<td>1.151092</td>
<td>1268.39</td>
</tr>
<tr>
<td>Big Flat watr dist 3</td>
<td>0</td>
<td>0.0</td>
<td>1</td>
<td>106.397196</td>
<td>106.40</td>
</tr>
<tr>
<td>Water Dist 5</td>
<td>0</td>
<td>0.0</td>
<td>6</td>
<td>27.296375</td>
<td>163.78</td>
</tr>
</tbody>
</table>

**Total Tax Due:** 1538.57  
**Taxes Paid:** 1538.57  
**Balance Due:** 0.00

**Payment Information:**

<table>
<thead>
<tr>
<th>Date Paid</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/27/2020</td>
<td>1538.57</td>
</tr>
<tr>
<td>Check</td>
<td>#995239</td>
</tr>
</tbody>
</table>

**This year's deadline for payments through the Clerk's office was:** 03/31/2020

The information above was last updated on: 04-20-2022, and only shows payments that were made through the Clerk's office. Any payments made at the County will not be shown here.

**Make checks payable to:**
Town of Big Flats  
Tax Collector  
176 Maple Street  
Big Flats NY 14814

**To pay in person:**
Big Flats Town Hall  
Monday - Friday  
8:00 am to 4:00 pm  
(607) 562-8443 x203
Part 1 – General Information: To be completed in duplicate by the applicant.

Names of owners
Islamic Assoc of Finger Lakes

Mailing address of owners (number and street or PO box)
499 Hickory Grove

Location of property (street address)
499 Hickory Grove

City, village, or post office
Horseheads

State ZIP code
NY 14845

City, town, or village
Horseheads

State ZIP code
NY 14845

Daytime contact number

Evening contact number

Tax map number of section/block/lot: Property Identification (see tax bill or assessment roll)
072400 58.01-1-51.11

Account number (as appears on tax bill) 02302003

Amount of taxes paid or payable 1,541.74

Date of payment 01-22-2021

Reasons for requesting a refund or credit:
Wrong exemption coded had been granted to this parcel.

I hereby request a refund or credit of real property taxes levied by County/Town Taxes (County, city, village, etc.) for the year(s) 2021.

Signature of applicant

Date 7/19/20

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 7/20/2021

Date warrant annexed 11/1/2021

Last day for collection of taxes without Interest 11/30/2021

Recommendation

Approve application* ☒ Deny application

Signature of official

Date 12/20/2021

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the tax levying body or official designated by resolution:

Application approved (Mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes paid

Amount of taxes due

Amount of refund or credit

Application denied (reason):

Signature of chief executive officer or official designated by resolution

Date
2021 County & Town Taxes - Town of Big Flats

Owner(s): Islamic Assoc of Finger Lakes
499 Hickory Grove Rd
Horseheads, NY 14845

Bill #: 243837
Tax Map #: 58.01-1-61.11
Swis: 072400
School Code: 073401
Big Flats
Horseheads

Property Address: 499 Hickory Grove Rd

Land Value: 51900
Total Value: 1101900
Full Market Value: 1141865
Dimensions: 2.48 acres
Roll Section: 8
Class: 620

Exemption Value
RELG CORP 1101900
Full Market Value 1141865

Levy Description:

<table>
<thead>
<tr>
<th>Taxing Purpose</th>
<th>Total Levy</th>
<th>%Change</th>
<th>Taxable Value</th>
<th>Rate</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>** County of Chemung</td>
<td>5880511</td>
<td>4.0</td>
<td>0</td>
<td>7.256614</td>
<td>0.00</td>
</tr>
<tr>
<td>Community College</td>
<td>395737</td>
<td>3.7</td>
<td>0</td>
<td>0.488344</td>
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</tr>
<tr>
<td>Library District</td>
<td>573037</td>
<td>1.3</td>
<td>0</td>
<td>0.707134</td>
<td>0.00</td>
</tr>
<tr>
<td>Town of Big Flats</td>
<td>2176363</td>
<td>2.4</td>
<td>0</td>
<td>2.683789</td>
<td>0.00</td>
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<tr>
<td>Big flats fire dist</td>
<td>881650</td>
<td>1.6</td>
<td>1101900</td>
<td>1.170740</td>
<td>1290.04</td>
</tr>
<tr>
<td>Big Flat watr dist 3</td>
<td>0</td>
<td>0.0</td>
<td>6</td>
<td>76.427570</td>
<td>76.43</td>
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<tr>
<td>Water Dist 5</td>
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<td>0.0</td>
<td></td>
<td>29.211765</td>
<td>175.27</td>
</tr>
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</table>

Total Tax Due: 1541.74
Taxes Paid: 1541.74
Balance Due: 0.00

Payment Information:
Date Paid: 01/22/2021
Amount Paid: 1541.74
Check #995279

This year's deadline for payments through the Clerk's office was: 03/31/2021

The information above was last updated on: 04-20-2022, and only shows payments that were made through the Clerk's office. Any payments made at the County will not be shown here.

Make checks payable to: Tax Collector
Town of Big Flats
176 Maple Street
Big Flats NY 14814

To pay in person: Big Flats Town Hall
Monday - Friday
8:00 am to 4:00 pm
(607) 562-8443 x203
Application for Refund or Credit of Real Property Taxes

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners
Islamic Assoc of Finger Lakes

Mailing address of owners (number and street or PO box)
499 Hickory Grove

City, village, or post office
Horseheads

State ZIP code
NY 14845

Location of property (street address)
499 Hickory Grove

City, town, or village
Horseheads

State ZIP code
NY 14845

Daytime contact number

Evening contact number

Tax map number of section/block/lot: Property Identification (see tax bill or assessment roll)
072400 58.01-1-61.11

Account number (as appears on tax bill)
02302003

Amount of taxes paid or payable
1,532.86

Date of payment
01-24-2022

Reasons for requesting a refund or credit:
Wrong exemption coded had been granted to this parcel.

I hereby request a refund or credit of real property taxes levied by County/Town Taxes for the year(s) 2022.

County, city, village, etc.)

Signature of applicant

Date

7/1/2022

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received

Date warrant annexed

Last day for collection of taxes without interest

Recommendation

Approve application*  Deny application

Signature of official

Date

7/1/2022

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the tax levying body or official designated by resolution:

Application approved (Mark an X in the applicable box):

Clerical error  Error in essential fact  Unlawful Entry

Amount of taxes paid

Amount of taxes due

Amount of refund or credit

Application denied (reason):

Signature of chief executive officer or official designated by resolution

Date
2022 County & Town Taxes - Town of Big Flats

Owner(s): Islamic Assoc of Finger Lakes
499 Hickory Grove Rd
Horseheads, NY 14845

Bill #: 243845
Tax Map #: 58.01-1-61.11
Swis: 072400
School Code: 073401
Big Flats
Horseheads

Property Address: 499 Hickory Grove Rd

Land Value: 57100
Total Value: 1168000
Full Market Value: 1168000
Dimensions: 2.48 acres
Roll Section: 8
Class: 620

Exemption
Value 1168000
Full Market Value 1168000

Levy Description:

<table>
<thead>
<tr>
<th>Taxing Purpose</th>
<th>Total Levy</th>
<th>%Change</th>
<th>Taxable Value</th>
<th>Rate</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Library District</td>
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<td>0.677660</td>
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<td>75.73</td>
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<tr>
<td>Water Dist 5</td>
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<td>0.0</td>
<td>6</td>
<td>28.520021</td>
<td>171.12</td>
</tr>
</tbody>
</table>

Total Tax Due: 1532.86
Taxes Paid: 1532.86
Balance Due: 0.00

Payment Information:
Date Paid: 01/24/2022
Amount Paid: 1532.86
Check #69718038

This year's deadline for payments through the Clerk's office was: 03/31/2022
The information above was last updated on: 04-20-2022, and only shows payments that were made through the Clerk's office. Any payments made at the County will not be shown here.

Make checks payable to:  
tax Collector
Town of Big Flats
176 Maple Street
Big Flats NY 14814

To pay in person:
Big Flats Town Hall
Monday - Friday
8:00 am to 4:00 pm
(607) 562-8443 x203

STAMP_ITEMNUMBER
Resolution authorizing transfers and appropriations by the County Executive

<table>
<thead>
<tr>
<th>Resolution #:</th>
<th>22-450</th>
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<tr>
<td>SEQRA status</td>
<td>False</td>
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</table>

Explain action needed or Position requested (justification):

ATTACHMENTS:

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<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>Transfers_and_Appropriations:_July__August__September_2022.pdf</td>
<td>Transfers and appropriations</td>
<td>Cover Memo</td>
<td>9/2/2022</td>
</tr>
<tr>
<td>ARPA_Budget_Transfers:_September_2022.pdf</td>
<td>ARPA Transfers</td>
<td>Cover Memo</td>
<td>9/6/2022</td>
</tr>
</tbody>
</table>
June 24, 2022,

Dear Dave,

Please consider the attached budget modifications for at the July 5th, Budget Committee meeting.

The Regular Contingency balance after the meeting will be $420,590.

Please contact me with any questions.

Sincerely,

Steven Hoover
<table>
<thead>
<tr>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action</th>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount (Whole $)</th>
<th>Account Name</th>
<th>Description</th>
<th>Fund Department</th>
<th>Sub Department</th>
<th>Requisition #</th>
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<tr>
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<td>Transfer to Escrow Company</td>
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<td>90700</td>
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<td>Premium on Obligations</td>
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<tr>
<td>50601</td>
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<td>Proceeds of Obligations</td>
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<td>50600</td>
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</tr>
</tbody>
</table>

**CC Legislature**

**ADJUDICANT**

**CHENNING COUNTY BUDGET ACTION FORM**

**RECEIVED**

**STAMP ITEM NUMBER**

**Friday, Mar 06, 2023**

**EXECUTIVE**

**REQUESTING DEPARTMENT**

**FISCAL YEAR OF ACTION**

**2021**

**DEPARTMENT HEAD'S EMAIL**

**PLEASE SIGN**

**Rev. 4/2/2022**

**Consent to Budget Action**

**STAMP ITEM NUMBER**

**Friday, Mar 06, 2023**

**EXECUTIVE**

**REQUESTING DEPARTMENT**

**FISCAL YEAR OF ACTION**

**2021**

**DEPARTMENT HEAD'S EMAIL**

**PLEASE SIGN**

**Rev. 4/2/2022**
In 2020 and 2021, the County's purchase of Zoom Licensing for virtual meetings was considered a cost expense and was processed as an emergency expense. Moving forward, the IT Department will budget Zoom Licensing costs and bill back to departments for the annual Zoom Licensing cost.

### Table: Cost of Zoom Licensing

<table>
<thead>
<tr>
<th>Year</th>
<th>Software Maintenance</th>
<th>Account Name</th>
<th>Fund Code</th>
<th>Sub Account</th>
<th>2000</th>
<th>01</th>
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</tbody>
</table>

**Action:** Increase

**Department:** Administration

**Requesting Department:** Information Technology

**Fiscal Year of Action:** 2022

**Type of Transaction:**

**Chamung County Budget Action Form**

**CC Legislation:**

**June 24, 2022**

**Received:**

**Wednesday, May 1, 2022**
The FY18 grant will provide funding for the construction and completion of the project.

This project is expected to complete within the next couple of weeks. The NYS reimbursable
accounts will be reimbursed for the construction and completion of the project.

2021 Revenue & Expenditure that was not completed in 2021 due to vendor delays. The 2021 PO was rolled over to 2022.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Account Name</th>
<th>Code</th>
<th>Sub Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12379-00</td>
<td>Item 1</td>
<td>Account A</td>
<td>1234</td>
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</tr>
</tbody>
</table>

Email: department@chemungcounty.gov

Emergency 911

Department Heads Email

Requesting Department

Fiscal Year of Action

Type of Transaction

Chemung County Budget Action Form

STAMP ITEM NUMBER

Thursday, March 2, 2022
Starting levels during COVID: (note - grant was received in 2021, but funds were put aside to use in 2022)

<table>
<thead>
<tr>
<th>PAYROLL/SHIFT DIFFERENTIAL</th>
<th>RECRUITMENT &amp; RETENTION</th>
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</thead>
<tbody>
<tr>
<td>Amount (Whole $)</td>
<td>Account Name</td>
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<tr>
<td>20600</td>
<td>COVID/EXPENSE 0007</td>
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<tr>
<td>25800</td>
<td>Account Name</td>
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<td>25845</td>
<td>Account (Whole)</td>
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<tr>
<td>42770</td>
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<table>
<thead>
<tr>
<th>UNCLASSIFIED REVENUE</th>
<th>COVID/REV 0007</th>
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</thead>
<tbody>
<tr>
<td>Amount (Whole $)</td>
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<tr>
<td>20600</td>
<td>COVID/EXPENSE 0007</td>
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<td>25845</td>
<td>Account (Whole)</td>
</tr>
<tr>
<td>42770</td>
<td>Sub Account</td>
</tr>
</tbody>
</table>

**Reason**

The facility received a grant for $26,600 through the Mother Cabrini Health Foundation. This money was used to help with bringing in speakers to staff training/mental health for $5,000 and the remaining amount to be used towards the weekend shift differential (to help with start-up). The facility has elected to use this money.

**Departments**

- Nursing Facility
- Other 2022

**Department Heads**

- E-mail
- Requesting Department
- Fiscal Year of Action
- Type of Transaction

**Chenango County Budget Action Form**

- June 2, 2022
- Received
- Wednesday, June 8, 2022
July 25, 2022,

Dear Dave,

Please consider the attached budget modifications for at the August 1st, Budget Committee meeting.

The Regular Contingency balance after the meeting will be $400,590.

Please contact me with any questions.

Sincerely,

Steven Hoover
<table>
<thead>
<tr>
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</table>

Department Heads Email
Receiving Department
Fiscal Year of Action
Type of Transaction

Chesung County Budget Action Form

Tuesday, July 14, 2022

To replenish our investments budget line.

Department:
Account:
Sub Account:
Pro: Code:
Account Name:
Amount (whole $):

CC Legislature
Jul 6 2022
Received

Digital Attorney
2022
Transfer
Mr. Dave Manchester, Chairman  
Chemung County Legislature  
203 Lake Street  
Elmira, NY 14901

August 24, 2022,

Dear Dave,

Please consider the attached budget modifications for the September 6th, Budget Committee meeting.

The Regular Contingency balance after the meeting will be $385,080

Please contact me with any questions.

Sincerely,

Steven Hoover
Pre-Novus, mental illness disorders, or having counseling needs, using individual and small group peer to peer counseling methods. Memo has been submitted in increase in SA for a legislative add. Veteran P2P (Peer to Peer) Pilot Program for Veterans suffering from post-traumatic stress syndrome, related actions.

Department Heads Email
Requesting Department
Fiscal Year of Action
Type of Transaction:

Chemung County Budget Action Form

CC Legislature
Aug 24 2022
Received

STAMP ITEM NUMBER
The LEP funding balance for 2022 was $9.926.

Appropriable LEP funding accounts for expenditures of LEP funds are intended to be used at EMOC discretion.

<table>
<thead>
<tr>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action</td>
</tr>
<tr>
<td>Fund</td>
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<tr>
<td>Account Sub Account</td>
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<tr>
<td>Account Name</td>
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<tr>
<td>Amount</td>
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Department Heads Email:

Emergency Management:

Fiscal Year of Action:

Type of Transaction:

Chemung County Budget Action Form

Tuesday, July 26, 2022

Stamp Item Number
### Chemung County Budget Action Form

**Executive**

CC Legislature

Wednesday, July 27, 2022

Received

**Department Heads Email**

Requesting Department
Fiscal Year of Action: 2022
Type of Transaction: [Insert Type]

---

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<tr>
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<td></td>
<td>01 01 01</td>
</tr>
</tbody>
</table>

**Chimney’s County: R32.11-433, R32.11-442, R32.11-448**

We have concluded with staffing agencies. We are requesting to transfer to pay for agency staff. We have not been able to cover the minimum staffing levels. Therefore, the NF doesn't have enough staff to cover the minimum staffing and therefore.

**Services Outside Consultants**

- Amount (Whole $): 50000
- Account Name: [Insert Name]
- Fund Department: [Insert Department]
- Sub Department: [Insert Sub Department]
- Project Code: [Insert Code]
- Account: Sub Account:

**Transfer**

shulchinson@chemungcounty.gov

Nursing Facility

2022
### Airport with landing to promote flights to destinations served by current airlines.

Small Community Air Service Development Program Grant, federal and local funds available through 2022. Grant was awarded in 2017 and provides the

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount (whole $)</th>
<th>Account Name</th>
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<th>Fund Department</th>
<th>Sub Department</th>
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Increase 5610  Increase 5610  Increase 5610  Increase 5610

### Cheyenne County Budget Action Form

Cheyenne County, July 28, 2022

Received

Executive

Department Heads, E-mail

Requesting Department

Fiscal Year: 2022

Type of Transaction:

Action

Airport

2022
**Chesapeake County Budget Action Form**

**Reason:**

<table>
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<th>Account Code</th>
<th>Account (s)</th>
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<th>Fund Department</th>
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<td>Transfer</td>
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</tbody>
</table>

**Department Heads Email:**

download@chesapeakecounty.gov

**Emergency Management:**

Aug 24, 2022

**Fiscal Year of Action:**

2022

**Type of Transaction:**

Transfer

**Thursday, June 9, 2022**
## Chemung County Budget Action Form

### Type of Transaction:
- **Adjustment**

### Fiscal Year of Action
- **2022**

### Does this Budget Action involve ARP Funds?
- **Yes**

### Requesting Department
- **Budget**

### Department Head's Email
- shoove@chemungcountyny.gov

### Adjustment

<table>
<thead>
<tr>
<th>Action</th>
<th>Fund</th>
<th>Department</th>
<th>Sub Department</th>
<th>Account</th>
<th>Sub Account( )</th>
<th>Proj. Code</th>
<th>Account Name</th>
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### Adjustment

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<th>Sub Department</th>
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<th>Sub Account( )</th>
<th>Proj. Code</th>
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The following ARP Projects require budget adjustments:
1. The SPO/SRO purchases by Sheriff’s Dept totaling $37,076; not originally budgeted.
2. Soaring Museum Runway costs escalated by approximately $98,685 from its original budget amount of $250,000. Total of project now equals $348,685
3. Purchase of mini-excavator for DPW + BG usage costing $121,000; this project was not originally budgeted.
4. The First Arena requires various work projects (see attached) totaling $375,909 for which ARP funding will be used.

### Approval Activity History

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<tr>
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<tr>
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<td>Tuesday, September 6, 2022</td>
</tr>
<tr>
<td>Notification</td>
<td>Email sent. (Executive Branch Approved Action) <a href="mailto:mfogarty@chemungcounty.ny.gov">mfogarty@chemungcounty.ny.gov</a></td>
<td>Tuesday, September 5, 2022</td>
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<tr>
<td>Chemung County Executive</td>
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<td>Tuesday, September 6, 2022</td>
</tr>
<tr>
<td>Matthew N Fogarty</td>
<td>Approve</td>
<td>Tuesday, September 6, 2022</td>
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**Chairman of Legislature**

[Signature]

9-6-22
Control Number

BR2022-0164

New Account

Yes
Resolution authorizing the Chemung County Treasurer to sell County-owned property to the former owners

Resolution #: 22-451  
Slip Type: OTHER  
SEQRA status  
State Mandated False

Explain action needed or Position requested (justification):  
The County Treasurer is seeking approval of various repurchase agreements in accordance with the County Repurchase Policy and Article 11 of NYS RPTL. Requesting to sell county-owned tax foreclosure property to former owners who have entered into Repurchase Agreements

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STAMP_ITEMNUMBER
Resolution authorizing the Chemung County Treasurer to accept the bids received at the public auction that concluded on August 17, 2022 for the sale of various County-owned properties

Resolution #: 22-452
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
The County Treasurer is requesting a resolution to accept the bids received at the public auction that concluded on 08/17/22 for the sale of various county-owned property.

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CHEMUNG COUNTY
AUCTION RESULTS
8/17/2022

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Resolution authorizing advertisement for bids for Custodial Services at the Elmira Corning Regional Airport

Resolution #: 22-453
Slip Type: OTHER
SEQRA status False
State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing advertisement for bids for custodial services, to include window cleaning, on behalf of the Elmira Corning Regional Airport.

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization to advertise for bids for custodial services, to include window cleaning. Prior bid, RFB-2064-R.

ATTACHMENTS:

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STAMP_ITEMNUMB
Resolution authorizing Purchase Agreement with Ferrellgas on behalf of the Chemung County Department of Buildings and Grounds

**Resolution #:** 22-454  
**Slip Type:** OTHER  
**SEQRA status**  
**State Mandated** False

**Explain action needed or Position requested (justification):**
The Superintendent of Buildings & Grounds is requesting authorization to enter into a purchase agreement with Ferrellgas utilizing New York State Office of General Services contract award #23093, Group 05800, PC68100 (Liquified Petroleum Gases) for the purchase of propane during the period of 07/01/22 to 06/30/23 for an estimated annual amount of $45,000. This amount is over the bid limit, therefore, we are presenting this request to the Legislature.

Previous authorization Resolution No. 21-433

**ATTACHMENTS:**

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STAMP_ITEMNUMB
Resolution authorizing Purchase Agreement with Thomson Reuters-Westlaw Publishing on behalf of the Chemung County Attorney

Resolution #: 22-455
Slip Type: CONTRACT
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
Requesting a resolution authorizing an agreement with Thomson Reuters - Westlaw Publishing (WestlawPro, Software/Online Services and West Complete Print, Proview e-book products) for legal research books/software used by all attorneys employed by various departments in the county (the District Attorney's Office, the County Attorney's Office, the Public Defender's Office, the Public Advocate's Office and the attorney to the Legislature) as various other department employees within the county, each currently acquire certain legal resources, including books and other online research services (collectively the "Books and Services").

The county, pursuant to an agreement with Westlaw Publishing through New York State Bid Contract Number PC67676 for the provision of WestlawPRO, Software/Online Services, West Complete Print and Proview e-book products at a monthly cost of $3725 (1st year), $3799.50 (2nd year), $3875.49 (3rd year), $7074.12 for West Complete Print and Proview e-book products.

ATTACHMENTS:

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Order Form

Contact your representative keri.vanderwarker@thomsonreuters.com with any questions. Thank you.

Sold To Address
Account #: 1000678879
CHEMUNG COUNTY PUBLIC DEFENDERS
163 LAKE ST
ELMIRA NY 14901-3416 US

Shipping Address
Account #: 1000678879
CHEMUNG COUNTY PUBLIC DEFENDERS
163 LAKE ST
ELMIRA NY 14901-3416 US

Billing Address
Account #: 1000678879
CHEMUNG COUNTY PUBLIC DEFENDERS
163 LAKE ST
ELMIRA, NY 14901-3416

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/torder/financeinfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions.
In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalinsights.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

<table>
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Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local government entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our standard rates for those products or services and will be billed and payment. For your reference, the current

STAMP ITEMNUMB
We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.


eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuter-Generic-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-02810293

______________________________
Signature of Authorized Representative for order

Title

______________________________
Printed Name

Date

This Order Form will expire and will not be accepted after 8/22/2022.
**Payment, Shipping, and Contact Information**

- **Payment Method:** Bill to Account
- **Account Number:** 1000678879
- **Shipping Information:**
  - **Shipping Method:** Ground Shipping - U.S. Only

**Order Confirmation Contact (C28)**
- **Contact Name:** Hussain, Hyder
- **Email:** hhussain@chemungcountyny.gov

**eBilling Contact**
- **Contact Name:** Hyder Hussain
- **Email:** hhussain@chemungcountyny.gov

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**ProFlex Multiple Location Details**

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**ProFlex Product Details**

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**Lapsed Products**

- Active Subscription to be Lapsed
  - 40757481 West ProFlex
  - 40757481 West ProFlex
  - 41988415 Gvt - West LegalEdcenter For Government (Westlaw PRO™)
  - 42510229 Westlaw Edge National Primary Law, Enterprise access, Government
  - 42077754 Westlaw All Analytical, Enterprise access, Government
  - 41933477 Westlaw Litigation Collection, Enterprise access, Government
  - 41991221 Gvt - National Public Records For Government (Westlaw PRO™)
  - 42076680 Gvt - National Primary Core
  - 41991221 Gvt - National Public Records For Government (Westlaw PRO™)
  - 41933477 Westlaw Litigation Collection, Enterprise access, Government
  - 42077754 Westlaw All Analytical, Enterprise access, Government

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**Charges During Minimum Term**

- Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

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<th>Monthly Year 2 Charges</th>
<th>% incr Yr 2-3</th>
<th>Monthly Year 3 Charges</th>
<th>% incr Yr 3-4</th>
<th>Monthly Year 4 Charges</th>
<th>% incr Yr 4-5</th>
<th>Monthly Year 5 Charges</th>
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<tbody>
<tr>
<td>40757482</td>
<td>West ProFlex</td>
<td>$3,725.00</td>
<td>2.00</td>
<td>$3,799.50</td>
<td>2.00</td>
<td>N/A</td>
<td>N/A</td>
<td>$N/A</td>
<td>N/A</td>
<td>$N/A</td>
</tr>
</tbody>
</table>

---

**Attachment**

- Order ID: Q-02810293
- Contact your representative keri.vanderwarker@thomsonreuters.com with any questions. Thank you.
Resolution authorizing Purchase Agreement with Delacy Ford on behalf of the Chemung County Sheriff (2 patrol vehicles)

Resolution #: 22-456
Slip Type: OTHER
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):
The Chemung County Sheriff's Office is requesting authorization to purchase two (2) 2022 Ford Police Interceptor packages per NYS OGS guidelines at a current cost of $38,847.00 per vehicle via 1379 OGS Solicitation 23166, No. 10582. Funds were approved in the 2022 operating budget.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2)<em>Ford_Utility_Police_Interceptor_AWD</em>-_Chemung_County_Sheriff_s_Office_Questionnaire.pdf</td>
<td>Ford Utility Police Interceptor AWD</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
<tr>
<td>Copy_of_10582_(2)<em>Ford_Utility_Police_Interceptor_AWD</em>-<em>Chemung_County_Sheriff_s_Office</em>-_All_pricing_sheets.xlsx</td>
<td>10582 Ford Utility Police Interceptor AWD</td>
<td>Cover Memo</td>
<td>8/4/2022</td>
</tr>
</tbody>
</table>
1.1. Pre-Existing Inventory Vehicle(s)

Is the Mini-Bid for Vehicles to be purchased or leased by the Authorized User?

- Purchased (—)
- Leased (—)

Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? You can find the Specification Details under tab 1 "Information" within this Mini-Bid. [Note: A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected].

- Yes. We meet the exact specifications as detailed in Tab 1. Information (—)
- No. We do not meet the exact specifications and will provide deviations in the next question. (—)

If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

66C REAR LIGHT PKG
549 HEATED MIRRORS
59B KEY CODE 1284X
60R NOISE SUPPRESS
63B SIDE MARKER LITES
66A FRONT HEADLAMP PKG

DELIVERY WITHIN 60 DAYS

Built to Specification Mini-Bid Response

Will the Vehicle(s) and pricing offered for the Mini-Bid remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph 3G Timeframe for Offers in Mini-Bids)?

- Yes
- No
### 2.1. Built to Specifications Vehicle(s)

#### 2.1.1. not filled

**Is the Mini-Bid for Vehicles to be purchased or leased by the Authorized User?**

- [ ] Purchased (—)
- [ ] Leased (—)

#### 2.1.2. not filled

**Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle?** You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *(Note: A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*

- [ ] Yes. We meet the exact specifications as detailed in Tab 1. Information (—)
- [ ] No. We do not meet the exact specifications and will provide deviations in the next question. (—)

#### 2.1.3. not filled

If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

**Evaluation method:**  
Yes / No

#### 2.1.4. not filled

**Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified in the Specification Details?** You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *(Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified)*

- [ ] Yes
- [ ] No

#### 2.1.5. not filled

Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.

**Evaluation method:**  
Yes / No

#### 2.1.6. not filled

Enter the Final Order Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. (Date format: "MM/DD/YYYY")

**Evaluation method:**  
Yes / No
2.1.7. not filled

Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".

**Evaluation method:**
Yes / No
<table>
<thead>
<tr>
<th>Name</th>
<th>Model Year</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELACY FORD</td>
<td>2022</td>
<td>FORD</td>
</tr>
<tr>
<td>DELACY FORD</td>
<td>2022</td>
<td>FORD</td>
</tr>
<tr>
<td>Model &amp; Trim Level</td>
<td>Model Code</td>
<td>Exterior Color</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>POLICE INTERCEPTOR K8A</td>
<td>BLACK</td>
<td>BLACK</td>
</tr>
<tr>
<td>POLICE INTERCEPTOR K8A</td>
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</tr>
<tr>
<td>Seat Fabric</td>
<td>Drive Type</td>
<td>Fuel Type</td>
</tr>
<tr>
<td>-------------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>CLOTH</td>
<td>AWD</td>
<td>GASOLINE</td>
</tr>
<tr>
<td>CLOTH</td>
<td>AWD</td>
<td>GASOLINE</td>
</tr>
<tr>
<td>NYS Discount (%)</td>
<td>NYS Base Price</td>
<td>NYS Aftermarket Comp</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>8.0%</td>
<td>$38,847.00</td>
<td></td>
</tr>
<tr>
<td>8.0%</td>
<td>$38,847.00</td>
<td></td>
</tr>
<tr>
<td>NYS Price for Vehicle</td>
<td>Total Price for Mini-Bid</td>
<td>Revised NYS Price for Vehicle</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>#VALUE!</td>
<td>#VALUE!</td>
<td></td>
</tr>
<tr>
<td>#VALUE!</td>
<td>#VALUE!</td>
<td></td>
</tr>
</tbody>
</table>
CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Elderlee, Inc. on behalf of the Chemung County Department of Public Works (Guiderail)

Resolution #: 22-457
Slip Type: CONTRACT
SEQRA status False
State Mandated False

Explain action needed or Position requested (justification):
DPW is requesting approval to utilize the attached OGS Guiderail Bid for a supply of guiderail. This bid allows us to purchase directly from the supplier, versus having it provided by a 3rd party vendor and saves the county money.

We estimate using approximately $80,000 per year during the life of the OGS Award. (OGS Award (see attached) #23244 - Group 38650 - Safety Equipment & Products for Transportation & Public Works) We would utilize Contract #PC69495 with Elderlee Inc.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>Guiderail_Piggyback_Justification.pdf</td>
<td>Guiderail Piggyback</td>
<td>Cover Memo</td>
<td>8/5/2022</td>
</tr>
<tr>
<td>OGS_Rail_Bid_3865023244a.pdf</td>
<td>OGS Rail Bid</td>
<td>Cover Memo</td>
<td>8/5/2022</td>
</tr>
</tbody>
</table>
CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY __ NYS OGS Contract ______________________________________________________________________

BID NUMBER & TITLE __ Group 38650 Award Number 23244 PC69495 Safety Equipment & Products for Transportation & Public Works Guide Rails ______________________________________________________________________

VENDOR NAME __ Elderlee INC. ______________________________________________________________________

COUNTY BID __ PG3 – 2442 PC69495 Elderlee Inc Guiderails and Hardware ______________________________________________________________________

REQUESTING DEPT __ Department of Public Works ______________________________________________________________________

EXPLANATION

✓ RESOLUTION __ This is an NYS OGS Contract ______________________________________________________________________

✓ BID DOCUMENT __ Yes Received ______________________________________________________________________

✓ BID TAB __ Located under Pricing PC69495 ______________________________________________________________________

✓ SOLICITATION __ New York State Bids @ newyorkbids.us ______________________________________________________________________

✓ PIGGYBACK LANGUAGE __ Yes there is Piggyback language in this bid ______________________________________________________________________

✓ METHOD OF AWARD __ Lowest Price ______________________________________________________________________

✓ SIGNED FORMS __ N/A Approved by NY State OGS ______________________________________________________________________

✓ CONTRACT TERM __ October 14, 2021 through September 30, 2026 ______________________________________________________________________

✓ IS THIS BEST VALUE __ N/A Approved by NY State OGS __ No, Lowest Price ______________________________________________________________________

✓ IS LOCAL VENDOR AVAILABLE? __ Yes, However they are not able to provide material for at this time. ______________________________________________________________________

\[Signatures\]

Nina Wells

SIGNATURE

NINA WELLS

BUYER NAME

Tricia Wise

SIGNATURE

TRICIA WISE

DIRECTOR OF PURCHASING

STAMP ITEMNUMB
# Contract Award Notification

<table>
<thead>
<tr>
<th>Title</th>
<th>Group 38650 – Safety Equipment &amp; Products for Transportation &amp; Public Works – Comprehensive Crash Mitigation (including Attenuators, Barricades, Bridge Rails, Crash Cushions and Guide Rails) (Statewide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Number</td>
<td>23244 (Replaces 23130)</td>
</tr>
<tr>
<td>Contract Period</td>
<td>October 14, 2021 through September 30, 2026</td>
</tr>
<tr>
<td>Bid Opening Date</td>
<td>August 19, 2021</td>
</tr>
<tr>
<td>Date of Issue</td>
<td>October 15, 2021</td>
</tr>
<tr>
<td>Specification Reference</td>
<td>As Incorporated In the Invitation for Bids</td>
</tr>
<tr>
<td>Contractor Information</td>
<td>Appears on Page 4 of this Award</td>
</tr>
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</table>

## Address Inquiries To:

### State Agencies & Vendors

<table>
<thead>
<tr>
<th>Name</th>
<th>Stephanie Remmert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Contract Management Specialist</td>
</tr>
<tr>
<td>Phone</td>
<td>518-402-7182</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Stephanie.Remmert@ogs.ny.gov">Stephanie.Remmert@ogs.ny.gov</a></td>
</tr>
</tbody>
</table>

### Political Subdivisions & Others

| Phone      | 518-474-6717 |
| E-mail     | customer.services@ogs.ny.gov |

**Procurement Services values your input. Complete and return "Contract Performance Report" at end of document.**

## Description

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services to provide Authorized Users with a means of acquiring traffic safety and crash mitigation equipment, associated accessories, parts and products manufactured and sold in the transportation and public safety industries to be primarily used by State Agencies, State Authorities, State and Local Parks, Counties, Municipalities, Educational Organizations and Facilities and other eligible Authorized Users.

Installation is not part of this award. Authorized Users are responsible for providing or procuring set up and/or installation of equipment purchased as needed.

This Award has 15% MBE, 15% WBE and 0% SDVOB participation goal requirements.

PR # 23244
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SECTION 1: Contractor Information

1.1 Contractor Information

This Contract Award Notification is published as an informational aid for NYS OGS Procurement Services Authorized Users to assist them in the use of Award 23244. Contractors are reminded to refer to their specific Contract for guidance or contact the contract management specialist of record for assistance.

For information regarding specific Products awarded to each Contractor refer to the awarded Pricing: https://online.ogs.ny.gov/purchase/spg/awawards/3865023244CAN.htm

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC69494</td>
<td>Eberl Iron Works Inc 128 Sycamore St</td>
<td>Toll Free #: 800-285-3056 Phone #: 716-854-7633 Contact: Nora Eberl Title: CFO E-mail: <a href="mailto:nora.eberl@eberliron.com">nora.eberl@eberliron.com</a></td>
<td>16-0417520/1000007436</td>
</tr>
<tr>
<td>SB</td>
<td>Buffalo, NY 14204</td>
<td></td>
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</tr>
</tbody>
</table>

Contractor accepts NYS Procurement Card for orders from $500 to $5,000.00 Prompt Payment Discount: .5% / 11 Days

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC69495</td>
<td>Elderlee Inc 729 Cross Road</td>
<td>Phone #: 315-789-9915 Contact: Joe Chaapel Title: Inside Sales E-mail: <a href="mailto:jchaapel@elderlee.com">jchaapel@elderlee.com</a></td>
<td>16-0709819/1000028299</td>
</tr>
<tr>
<td></td>
<td>Oaks Corners, NY 14518</td>
<td></td>
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Contractor accepts NYS Procurement Card for orders up to $20,000.00

<table>
<thead>
<tr>
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<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC69496</td>
<td>Impact Absorption Inc 180 Terminal Drive Plainview, NY 11803</td>
<td>Toll Free #: 877-229-5819 Phone #: 516-498-1050 Contact: Gary Kassl Title: Manager E-mail: <a href="mailto:gkassl@impactabsorption.com">gkassl@impactabsorption.com</a></td>
<td>11-3421420/1000033657</td>
</tr>
<tr>
<td>SB</td>
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</table>

Contractor does not accept NYS Procurement Card.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
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</thead>
<tbody>
<tr>
<td>PC69497</td>
<td>Systems Roadway Inc 1444 158th Street Whitestone, NY 11357</td>
<td>Phone #: 718-880-9090 Contact: Joe Salerno Title: Vice-President E-mail: <a href="mailto:joesalerno@systemsroadway.com">joesalerno@systemsroadway.com</a></td>
<td>82-4839209/1100254564</td>
</tr>
<tr>
<td>SB</td>
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<td></td>
<td></td>
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</table>

Contractor accepts NYS Procurement Card for orders from $2.00 to $10,000.00
### Contract Information

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
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<tbody>
<tr>
<td>PC69498</td>
<td>Traffix Devices Inc</td>
<td>Phone #: 949-361-5663</td>
<td>33-0217824</td>
</tr>
<tr>
<td></td>
<td>160 Avenida La Pata</td>
<td>Contact: Denise Sheppard</td>
<td>1000019392</td>
</tr>
<tr>
<td></td>
<td>San Clemente, CA 92673</td>
<td>Title: Admin</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:dsheppard@traffixdevices.com">dsheppard@traffixdevices.com</a></td>
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</tr>
</tbody>
</table>

Contractor accepts NYS Procurement Card for orders up to $50,000.00

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Contract Admin</th>
<th>Fed ID#/NYS Vendor ID#</th>
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</thead>
<tbody>
<tr>
<td>PC69499</td>
<td>Transpo Industries Inc</td>
<td>Toll Free #: (800) 321-7870</td>
<td>13-2615924</td>
</tr>
<tr>
<td>SB</td>
<td>20 Jones St</td>
<td>Phone #: (914) 636-1000 ext. 647</td>
<td>1000006174</td>
</tr>
<tr>
<td></td>
<td>New Rochelle, NY 10801</td>
<td>Contact: Janice Fernandez</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Title: General Manager, Distributor Division</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:jfernandez@transpo.com">jfernandez@transpo.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Contractor accepts NYS Procurement Card for orders up to $2,500.00

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

### 1.2 Small, Minority And Women-Owned Businesses:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

### 1.3 Recycled, Remanufactured And Energy Efficient Products:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS, RP, RA</td>
<td>Recycled</td>
</tr>
<tr>
<td>RM</td>
<td>Remanufactured</td>
</tr>
<tr>
<td>SW</td>
<td>Solid Waste Impact</td>
</tr>
<tr>
<td>EE</td>
<td>Energy Efficient</td>
</tr>
<tr>
<td>E*</td>
<td>EPA Energy Star</td>
</tr>
<tr>
<td>ES</td>
<td>Environmentally Sensitive</td>
</tr>
</tbody>
</table>
1.4 **Note To Authorized Users:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

1.5 **Estimated Quantities**

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately $10 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts. Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.
1.6 Periodic Recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at https://www.nyscr.ny.gov in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Products [covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

1.7 Procurement Instructions for Authorized Users

The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

1.8 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

“Bid Deviation” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

“Business Day” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“MWBE” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“National Public Entities” shall refer to State Governments, the Federal Government, Local Governments, cities, towns, school districts, libraries, police and fire departments, and other political subdivisions

“NYS Holidays” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“NYS Vendor ID” shall mean the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.
“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPro”) and Procurement Services Group (“PSG”).

“Product Category” shall refer to the classification system used to categorize Safety Equipment and Products for Transportation & Public Works/Comprehensive Crash Mitigation Products for sale during the normal course of business. For example: Attenuators, Barricades, Bridge Rails, Crash Cushions and Guide Rails may be categorized in an electronic or paper based hard copy catalog; or alternatively, how these Products may be categorized for sale online

“Reseller” shall refer to any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business
SECTION 2: TERMS AND CONDITIONS

2.1 Contract Term and Extensions

A. Base Term: Notwithstanding the provisions of Appendix B Section 22, Contract Creation/Execution, the base contract term shall begin on the later of (i) October 1, 2021, or (ii) the date of OSC approval of the final, executed contract documents and consistent with the MOU, and shall continue through and including September 30, 2026.

B. Extensions. At the State’s option, and subject to the approval of OSC and consistent with the MOU, the Contract may be extended for one (1) year, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension.

C. The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

2.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

2.3 Price

Net Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. This includes all transportation charges and delivery to the Authorized Users’ receiving platform, including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User’s invoice.

2.4 Pricelists/Discounts

Once awarded a Contract, the percentage discount offered to Authorized Users may, at the Contractor’s option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. If Contractor is offering a single discount structure, the same discount shall be applied to all purchases made from the Contractor’s pricelist. All Contract pricelists and Net Prices shall be rounded to two decimals in the resultant Contract.

Subsequent to award, the Contractor shall assist Authorized Users in the use of their pricelist upon request.
2.5 Price Updates

Contractor may update their pricelist as follows:

1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist once to reflect Contractor price changes and the addition/deletion of Products as established by the Contractor in their normal course of business. However, there shall be no price increases allowed for existing Products during the first six (6) months of the Contract.

2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products as established by the Contractor in their normal course of business.

Contractors shall be permitted to reduce their pricing at any time during the Contract term.

The Contractor shall provide OGS with one electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports or is lacking current Proof of Insurance or any other documentation that is required under the resulting Contract.

Any new Products added to pricelists shall have a discount structure consistent with existing Products on the Contractor’s pricelist that are comparable in scope.

Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users. The State reserves the right to request copies of existing contracts or pricelists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

All approved pricelist updates shall apply prospectively upon approval by OGS. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap set forth in Maximum Price Increase/Escalation Cap subdivision, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

If new Products are to be added, the Contractor must demonstrate that the Products meet the scope as defined in Section 1.2, Scope, and that Products will be delivered at a reasonable price as determined by OGS Procurement Services. “Reasonable prices” may be determined by reviewing percentage discounts and net prices offered to GSA, NASPO, prices on any previously awarded NYS Contract, pricing offered by other Contractors, contracts with other state or government entities, etc. Discount(s) on the Products must be equal to or better than those currently offered on Products similar in scope.

The State reserves the right to require documentation to support the reasonableness of the prices offered. When requested, Contractor must provide copies of at least one governmental and/or municipal contract (GSA, NASPO, other State, etc.) that shows the discount and FOB point. If such contracts are not available, the Contractor shall supply invoices of sales to large entities or corporations with repeat business detailing the discount and FOB point.

Pricelist Format

Contractor is required to submit Contract pricelist updates electronically in the format provided by the OGS Procurement Services contract administrator.

The pricelist must be dated and clearly identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):

- Price increases;
- Price decreases;
- Products being added; and
- Products being deleted.
2.5 Price Updates (Cont’d)

Contractor’s Submission of Contract Updates
In connection with any Contract pricelist update, OGS reserves the right to:
- Request additional information;
- Reject Contract updates;
- Remove Products from Contracts;
- Remove Products from Contract updates; and
- Request additional discounts for new or existing Products.

Maximum Price Increase/Escalation Cap
In a single year of the Contract, the maximum price increase for each individual item on Contract shall not exceed the lesser of:

1. Twenty (20%) percent annually, or
2. The percent increase in the latest available Producer Price Index (PPI) – Metals and metal products-Fabricated structural metal, Not Seasonally Adjusted (Series Id: WPU107405); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. PPI data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

PPI for current period: 230.000
Less PPI for previous period: 220.000
Equals index point change: 10.000
Divided by previous period PPI: 220.000
Equals: 0.045
Result multiplied by 100: 0.045 x 100
Equals percent change: 4.5%

The “PPI for current period” shall be the latest available Producer Price Index (PPI) – Metals and metal products-Fabricated structural metal, Not Seasonally Adjusted (Series Id: WPU107405); as published by the U.S. Department of Labor, Bureau of Labor Statistics at the time the Contract pricelist update request is received; “PPI for previous period” shall be the index in effect when the Contract pricelist was last updated. Increases are not cumulative.

If at any time, the Producer Price Index (PPI) – Metals and metal products-Fabricated structural metal, Not Seasonally Adjusted (Series Id: WPU107405); as published by the U.S. Department of Labor, Bureau of Labor Statistics shows a decrease in excess of 10% between the current Published PPI and the published PPI from the month of the last Contract pricelist update submitted by a Contractor, OGS reserves the right to request a resubmission of the manufacturer’s current pricelist by that same Contractor, and to make corresponding adjustments to Contract pricing in consultation with the Contractor.

The State also reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the Contractor’s business processes or that may impact Contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

Should Producer Price Index (PPI) – Metals and metal products-Fabricated structural metal, Not Seasonally Adjusted (Series Id: WPU107405) become discontinued during the Contract term, OGS reserves the right to replace it with another appropriate PPI in its sole discretion.
2.5 **Price Updates (Cont’d)**

**Cover Letters**
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or NASPO Contract pricing update, to add/delete Products, etc.).

2.6 **Best Pricing Offer**
During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

2.7 **Price Structure**
If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

2.8 **Volume Discounts**
Contractors are encouraged to offer volume discounts based on total dollars purchased. Other discounts including, but not limited to, electronic access ordering are also encouraged.

Any volume discounts offered shall be listed in Attachment - Pricing.

Optional volume discounts may also be offered and shall also be based on same price list. Volume discounts shall not be evaluated. At the Bidder’s option, volume discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide. Volume discounts shall be defined and applied as follows:

- Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount.
- Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency.
- Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract.

Any cumulative discounts shall be annually based, with thresholds being reset annually with each anniversary date of the contract start date.
2.9 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

2.10 Purchasing Card Orders

If the Contractor accepts orders using the State’s Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

2.11 Minimum Order

The minimum order for this Contract is $500.00

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor’s option, shipping costs from the contractor’s address (as stated in Bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the Product unless special instructions are stated on the order by the agency.

2.12 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User’s Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
2.13 Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, Product Delivery and Shipping/Receipt of Product.

2.14 Product Returns and Exchanges

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User’s intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

2.15 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

2.16 Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment - Pricing. Contractor must notify OGS within five Business Days if it’s Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.
2.17 **NYS Financial System (SFS)**

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: https://ogs.ny.gov/procurement/emarketplace

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

2.18 **Americans with Disabilities Act (ADA)**

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

2.19 **N.Y. State Finance Law § 139-l**

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder 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 N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: https://www.ny.gov/combating-sexual-harassment-workplace/employers.

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make
the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – NYS Required Certifications, which Bidder must submit with its bid.

2.20 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment – Insurance Requirements.

2.21 Report of Contract Usage

Contractor shall submit Attachment – Report of Contract Usage including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, according to the table below.

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<tr>
<th>Report #</th>
<th>From</th>
<th>To</th>
<th>Report Due Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Contract Start Date</td>
<td>3/31/2022</td>
<td>4/15/2022</td>
</tr>
<tr>
<td>2</td>
<td>4/1/2022</td>
<td>9/30/2022</td>
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<td>3</td>
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<td>9/30/2026</td>
<td>10/15/2026</td>
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</tbody>
</table>

If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBEs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – Report of Contract Usage contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.
2.22 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

A. OGS is required to implement the provisions of 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, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors 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. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
B. Form EEO 100 - Staffing Plan. Plan
To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS 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.

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)
1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and any subcontractor.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates 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 or subcontractor’s total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor’s total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. 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.

IV. Contract Goals
A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. By entering into the Contract, Bidder/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 the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. OGS may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:

   (a) If a Bidder fails to submit an MWBE Utilization Plan;
   (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
   (c) If a Bidder fails to submit a request for waiver; or
   (d) If OGS determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder’s/Contractor’s waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

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

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS 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.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

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

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

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.
VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: “Introduction to the System - Vendor training” and “Contract Compliance Reporting - Vendor Training” to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/FrontEnd/TrainingList.asp

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on “Account Lookup” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “Change Info.” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “Request New User.” When identifying the person responsible, please add “- MWBE Contact” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “Contact Us & Support” then “Technical Support” on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.
IX. Breach of Contract and Liquidated Damages

A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.

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

C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

A. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE

2.23 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

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

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

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/

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

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/Veterans/
2.24 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Remanufactured, Recycled, Recyclable or Recovered Materials.

2.25 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

2.26 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at https://ogs.ny.gov/greeneny. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

2.27 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

2.28 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

2.29 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.
2.30 **NYS Vendor Responsibility**

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at http://www.osc.state.ny.us/vendors/index.htm or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the NYS Vendor File Registration section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm.

Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

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

The Bidder agrees that if it is awarded a Contract the following shall apply:

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

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

2.31 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors’ sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS.

The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf.

Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at https://www.tax.ny.gov/ for additional information.

2.32 “OGS or Less” Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.
2.33 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (https://online.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

2.34 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

2.35 Resellers

A. Definition

“Reseller” shall refer to any model for distribution of Product other than direct from the Contractor. Authorized Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.

B. Conditions of Reseller Participation

Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State’s sole discretion, at any time. Contractor shall have the right to qualify Resellers and their participation under this Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller’s participation or ability to quote a particular order.
C. Designation of Resellers
When Resellers are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested in Attachment - Contractor Reseller Directory. Contractor shall also specify whether orders must be placed directly with Contractor, or may be placed directly with designated Resellers.

D. Responsibility for Reporting/Performance
Contractor shall be fully liable for a Reseller’s performance and compliance with all Contract terms and conditions. Products purchased through a Reseller must be reported by Contractor in the required sales reports to the State as a condition of payment. In addition to inclusion of Reseller volume in the Contractor’s sales reporting obligation to the State, at the request of an Authorized User, the Reseller shall provide the Authorized User with reports of the individual Authorized User’s Contract activity with the Reseller.

E. Applicability of Contract Terms
Product ordered directly through Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

2.36 New Accounts
Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

2.37 Drug and Alcohol Use Prohibited
For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor’s personnel shall not be permitted in performance of the Contract.

2.38 Traffic Infractions
Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor’s personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

2.39 Instruction Manuals
At the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.
State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. Comments should include those of the product's end user.

Contract No.:_________________ Contractor:____________________________________

Describe Product* Provided (Include Item No., if available):__________________________

*Note: “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

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Comments:__________________________________________________________________________

__________________________________________________________________________(over)

Agency:_____________________________ Prepared by:______________________________
Address:____________________________ Title:______________________________
__________________________________________________________________________ Date:______________________________
__________________________________________________________________________ Phone:______________________________
__________________________________________________________________________ E-mail:______________________________

Please detach or photocopy this form & return via email to Stephanie.Remmert@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Stephanie Remmert
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

23244a
Resolution authorizing Purchase Agreement with Arold Construction Company, Inc. on behalf of the Chemung County Department of Public Works (Cured In-Place Pipe Lining)

Resolution #: 22-458  
Slip Type: CONTRACT  
SEQRA status State Mandated False

**Explain action needed or Position requested (justification):**

This agenda item seeks approval for the DPW to piggyback Onondaga County's Cured In-Place Pipe Lining Contract. Note there are no local vendors who perform this type of work.

We anticipate using over $20,000 of value on this contract during 2022-2023.

The initial project would be on Coleman Avenue, at a value of $30,471 (see attached proposal.) Our cost to excavate and repair the pipe would be about the same, but would also tie up one of our crews for the duration of the work.

We are seeking approval for up to $75,000, in the event we uncover more pipe lining needs. We will use budgeted Highway Maintenance funds.

In addition, the piggyback checklist and Onondaga County documents are attached for your review.

Please contact me with any questions.

Thanks,  
Andy Avery

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment_to_Onondaga_County_Cured_In-place_Pipe_Lining_Contract.pdf</td>
<td>Amendment to Onondaga Co Cured In-place pipelining contract</td>
<td>Cover Memo</td>
<td>8/10/2022</td>
</tr>
<tr>
<td>Piggyback_Checklist___Onondaga_County_Cured_In-place_Pipe_Lining_Contract.pdf</td>
<td>Piggyback Checklist - Onondaga County</td>
<td>Cover Memo</td>
<td>8/10/2022</td>
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<td>Proposal_for_Coleman_Ave_18___Lining_Project_Chemung_County_CIPP.pdf</td>
<td>Proposal for Coleman Ave 18” Lining Project</td>
<td>Cover Memo</td>
<td>8/10/2022</td>
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<td>Request for Bid-Onondaga</td>
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</table>
Amendment to
NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE: 936-54 Cured In-Place Pipe

CONTRACT PERIOD: July 1, 2022 – June 30, 2023

BID REF. # 0010394

CONTRACT ID NO

4287

4284

VENDOR

Arolid Construction Co Inc
Precision Trenchless LLC

These contracts are being renewed as noted above. This is the final renewal.

NOTE: Arolid Construction Co Inc has been approved for a price increase this renewal period. Please find pricing pages attached.

NOTE: Michael Gittschau is the buyer – michael.gittschau@ongov.net

All other terms and conditions remain the same.
# ARLD 2022-2023 PRICING

## CURED - IN - PLACE PIPE LINING

**Itemized Bid Sheet**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UV CURED UNIT PRICE</th>
<th>HEAT CURED UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA</td>
<td>Provide temporary bypass pumping system for 6&quot; to 12&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>IB</td>
<td>Provide temporary bypass pumping system for 15&quot; to 24&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$120.00</td>
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<tr>
<td>IC</td>
<td>Provide temporary bypass pumping system for 30&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$180.00</td>
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<tr>
<td>ID</td>
<td>Provide temporary bypass pumping system for 36&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$300.00</td>
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<tr>
<td>IE</td>
<td>Provide temporary bypass pumping system for 42&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$600.00</td>
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<tr>
<td>IF</td>
<td>Provide temporary bypass pumping system for 48&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$600.00</td>
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<td>IG</td>
<td>Provide temporary bypass pumping system for 60&quot; CIPP restoration as specified.</td>
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<td>$900.00</td>
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<tr>
<td>2A</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$35.00</td>
<td></td>
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<tr>
<td>2B</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$35.00</td>
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<td>2C</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$35.00</td>
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<tr>
<td>3A</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$38.00</td>
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<td>4A</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$40.00</td>
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<td>5A</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>$45.00</td>
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<td>6A</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>7A</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$165.00</td>
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<td>7B</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>10A</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$360.00</td>
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<td>10B</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$360.00</td>
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<td>10C</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>11A</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$420.00</td>
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<tr>
<td>11B</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$420.00</td>
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<td>11C</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>12A</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
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<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>$450.00</td>
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<td>LF</td>
<td>$450.00</td>
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<td>13A</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>$525.00</td>
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<tr>
<td>13B</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$525.00</td>
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<tr>
<td>13C</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>$525.00</td>
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<td>ITEM</td>
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<tr>
<td>15A</td>
<td>Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter less than 42&quot;</td>
<td>Each</td>
<td>$100.00</td>
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</tr>
<tr>
<td>15B</td>
<td>Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter 42&quot; or larger</td>
<td>Each</td>
<td>$100.00</td>
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<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
<td>$1.50</td>
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<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
<td>$125.00</td>
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<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
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<td>$2.50</td>
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<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
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<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
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<td>$24.00</td>
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<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
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<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
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The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:
1. Spot repairs in areas that cannot be lined using conventional methods or require excavation.
2. Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining items shall include light cleaning and pre/post CCTV inspection, as specified

Please submit documentation certifying contractor qualifications outlined in bid specifications, Section 1.N, will be satisfied.

Please specify heat cure method to be utilized: **Steam Cure**
Date issued: May 26, 2021

COUNTY OF ONONDAGA
DIVISION OF PURCHASE
13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202
Blanket

Amendment to
NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:
936-54 Cured In-Place Pipe

CONTRACT PERIOD:
July 1, 2021 – June 30, 2022

BID REF. #
0010394

CONTRACT ID NO
4287
4284

VENDOR
Arold Construction Co Inc
Precision Trenchless LLC

These contracts are being renewed as noted above. There is one (1) annual renewal remaining.

NOTE: Precision Trenchless has been approved for a price increase for this renewal period. Please see attached pricing.

All other terms and conditions remain the same.
CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>UNIT</th>
<th>UV CURE UNIT PRICE</th>
<th>HOT H2O/STEAM UNIT PRICE</th>
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<tbody>
<tr>
<td>1A</td>
<td>Provide temporary bypass pumping system for 6&quot; to 12&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>500.00</td>
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</tr>
<tr>
<td>1B</td>
<td>Provide temporary bypass pumping system for 15&quot; to 24&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>3500.00</td>
<td></td>
</tr>
<tr>
<td>1C</td>
<td>Provide temporary bypass pumping system for 30&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>3500.00</td>
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<td>1D</td>
<td>Provide temporary bypass pumping system for 36&quot; CIPP restoration as specified.</td>
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<td>1E</td>
<td>Provide temporary bypass pumping system for 42&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>4900.00</td>
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<tr>
<td>2A</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>42.00</td>
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<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>42.00</td>
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<tr>
<td>2C</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>42.00</td>
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<tr>
<td>3A</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>48.73</td>
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<td>3B</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>4A</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>51.98</td>
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<td>5A</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>58.78</td>
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<td>6A</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>94.60</td>
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<td>6B</td>
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<td>LF</td>
<td>94.60</td>
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<td>LF</td>
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<tr>
<td>7C</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>122.50</td>
</tr>
<tr>
<td>8A</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>159.95</td>
</tr>
<tr>
<td>8B</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>159.95</td>
</tr>
<tr>
<td>8C</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>159.95</td>
</tr>
<tr>
<td>9A</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>218.81</td>
</tr>
<tr>
<td>9B</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>218.81</td>
</tr>
<tr>
<td>9C</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>218.81</td>
</tr>
<tr>
<td>10A</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>287.61</td>
</tr>
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</table>
## CURED - IN - PLACE PIPE LINING

### Itemized Bid Sheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10B</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>287.61</td>
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<td>10C</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>287.61</td>
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<tr>
<td>11A</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>392.42</td>
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<td>11B</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>392.42</td>
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<tr>
<td>11C</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>392.42</td>
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<td>12A</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>425.00</td>
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<td>12B</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>425.00</td>
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<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>425.00</td>
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<tr>
<td>13A</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>595.00</td>
</tr>
<tr>
<td>13B</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>595.00</td>
</tr>
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<td>13C</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>595.00</td>
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<td>14A</td>
<td>Provide new 72&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td>705.00</td>
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### Service Cuts for All Existing Laterals, Tieins and Connections

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIEINS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER LESS THAN 42&quot;:</td>
<td>Each</td>
<td>275.00</td>
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<tr>
<td>PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIEINS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER GREATER THAN 42&quot;:</td>
<td>Each</td>
<td>275.00</td>
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</table>
CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
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<tr>
<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
<td>3.50</td>
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<tr>
<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
<td>275.00</td>
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<tr>
<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>LF</td>
<td>10.00</td>
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<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>LF</td>
<td>13.00</td>
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<tr>
<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
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<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
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<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>LF</td>
<td>24.50</td>
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<tr>
<td>1G</td>
<td>Provide Temporary Bypass Pumping Systems for 60&quot; CIPP</td>
<td>Per Day</td>
<td>5900.00</td>
</tr>
</tbody>
</table>

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

1. Spot repairs in areas that cannot be lined using conventional methods or require excavation.
2. Spot repairs to paved surfaces such as residential driveways or sidewalks

Line items shall include light cleaning and pre/post CCTV inspection, as specified.
NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:
936-54 Cured In-Place Pipe

CONTRACT PERIOD:
July 1, 2020 – June 30, 2021

BID OPENED:
May 7, 2020

BID REF. #: 0010394

REFERENCE:
Supersedes Ref. #8714

RENEWAL:
Two (2) additional one (1) year periods

DATE ISSUED:
July 16, 2020

INQUIRIES TO:
Howard Mansfield, Buyer
315-435-3504

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

<table>
<thead>
<tr>
<th>CONTRACT ID NO</th>
<th>VENDOR NAME &amp; ADDRESS</th>
<th>PHONE NO &amp; CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4287</td>
<td>Arold Construction Co Inc</td>
<td>845-336-8753</td>
</tr>
<tr>
<td></td>
<td>51 Powder Mill Bridge Rd</td>
<td>845-336-8245 (FAX)</td>
</tr>
<tr>
<td></td>
<td>Kingston NY 13401</td>
<td>Val Dwyer</td>
</tr>
<tr>
<td></td>
<td>Vendor Code #36096</td>
<td><a href="mailto:valdwyer@arold.us">valdwyer@arold.us</a></td>
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<tr>
<td>4284</td>
<td>Precision Trenchless LLC</td>
<td>518-225-7129 (cell)</td>
</tr>
<tr>
<td></td>
<td>1710 Erie Blvd</td>
<td>518-346-5800 (office)</td>
</tr>
<tr>
<td></td>
<td>Schenectady NY 12308</td>
<td>Lawrence Curtis</td>
</tr>
<tr>
<td></td>
<td>Vendor Code #29531</td>
<td><a href="mailto:lcurtis@pim-inc.com">lcurtis@pim-inc.com</a></td>
</tr>
</tbody>
</table>
SCOPE: Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

PRICING: See attached pricing pages.

ESCALATION: Increases to the bid price may be honored at the time of renewal of the contract. Refer to the standard escalation clause in the bid specification.

If a price increase is approved, the Purchase Division will issue an update to the user department(s).

ORDERING: This award has been set up as a blanket contract in the PeopleSoft System. Items must be ordered on-line using the PeopleSoft Requisition.

INSPECTION: Departments are responsible for inspecting shipments to ensure that what was ordered was received.

PAYMENT: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor’s original invoice and voucher.

DISCREPANCIES: In the event of a discrepancy, contact the vendor at the number listed on the front of this notice.

PROBLEMS: If you experience problems that cannot be resolved with the vendor, use the PO Variance Report/"Change Notice" Request form for the documentation and send it to the Purchase Division Buyer.
<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UV CURED UNIT PRICE</th>
<th>HEAT CURED UNIT PRICE</th>
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<td>FURNISH CURED IN PLACE PIPE AS SPECIFIED:</td>
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<td>PROVIDE TEMPORARY BYPASS PUMPING SYSTEM FOR 6&quot; TO 12&quot; CIPP RESTORATION AS</td>
<td>$500.00</td>
<td>$ 50.00</td>
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<td>$ 100.00</td>
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<td>Provide Temporary Bypass Pumping System for 48&quot; CIPP Restoration As Specified:</td>
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<td>Provide Temporary Bypass Pumping System for 60&quot; CIPP Restoration As Specified:</td>
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<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs (0' to 250')</td>
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<td>Heat Cured Unit Price: $30.00</td>
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<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs (251' to 500')</td>
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<td>Heat Cured Unit Price: $30.00</td>
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<tr>
<td>2C</td>
<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs (Greater Than 500')</td>
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<tr>
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<td>UV CURED UNIT PRICE:</td>
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<td></td>
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<td>PROVIDE NEW 12&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</td>
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<td>HEAT CURED UNIT PRICE: $50.00</td>
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<td>PROVIDE NEW 15&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</td>
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<tr>
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<td>PROVIDE NEW 24&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500'):</td>
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<tr>
<td>8B</td>
<td>UV CURED UNIT PRICE: $149.75</td>
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<td></td>
<td>HEAT CURED UNIT PRICE: $200.00</td>
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<td>PROVIDE NEW 24&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500'):</td>
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<td>8C</td>
<td>UV CURED UNIT PRICE: $149.75</td>
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<td>HEAT CURED UNIT PRICE: $200.00</td>
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<tr>
<td>9A</td>
<td>UV CURED UNIT PRICE: $205.90</td>
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<td></td>
<td>HEAT CURED UNIT PRICE: $250.00</td>
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<td>HEAT CURED UNIT PRICE: $250.00</td>
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<td></td>
<td>UV CURED UNIT PRICE:</td>
<td>$205.99</td>
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<td>HEAT CURED UNIT PRICE:</td>
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<td>PROVIDE NEW 36&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250'):</td>
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<td>10A</td>
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<td></td>
<td>UV CURED UNIT PRICE:</td>
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<td></td>
<td>HEAT CURED UNIT PRICE:</td>
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<td>UV CURED UNIT PRICE:</td>
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<td>HEAT CURED UNIT PRICE:</td>
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<td></td>
<td>UV CURED UNIT PRICE:</td>
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<td></td>
<td>HEAT CURED UNIT PRICE:</td>
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<td>$350.00</td>
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<table>
<thead>
<tr>
<th>11C</th>
<th>PROVIDE NEW 42&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</th>
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<tr>
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<td>UV CURED UNIT PRICE:</td>
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<table>
<thead>
<tr>
<th>12A</th>
<th>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UV CURED UNIT PRICE:</td>
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<td></td>
<td>$325.00</td>
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<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
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<td></td>
<td>$400.00</td>
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</table>

<table>
<thead>
<tr>
<th>12B</th>
<th>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</th>
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<tbody>
<tr>
<td></td>
<td>UV CURED UNIT PRICE:</td>
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<table>
<thead>
<tr>
<th>12C</th>
<th>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>UV CURED UNIT PRICE:</td>
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<tr>
<td></td>
<td>$325.00</td>
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<td>HEAT CURED UNIT PRICE:</td>
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<td></td>
<td>$400.00</td>
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<tr>
<td></td>
<td>PROVIDE NEW 60&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250'):</td>
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<td>13A</td>
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<td></td>
<td>UV CURED UNIT PRICE: $495.00</td>
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<td></td>
<td>HEAT CURED UNIT PRICE: $450.00</td>
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<tr>
<td>13B</td>
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<tr>
<td></td>
<td>UV CURED UNIT PRICE: $495.00</td>
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<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $450.00</td>
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<td>13C</td>
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<td></td>
<td>UV CURED UNIT PRICE: $495.00</td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $450.00</td>
</tr>
<tr>
<td>15A</td>
<td>PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIE-INS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER LESS THAN 42&quot;:</td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>UV CURED UNIT PRICE: $275.00</td>
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<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $100.00</td>
</tr>
<tr>
<td>15B</td>
<td>PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIE-INS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER GREATER THAN 42&quot;:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV CURED UNIT PRICE: $275.00</td>
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<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>16</td>
<td>PROVIDE SUPPLEMENTAL CCTV INSPECTION SERVICES</td>
</tr>
<tr>
<td>17</td>
<td>GRIND DOWN PROTRUDING TRAPS:</td>
</tr>
<tr>
<td>18</td>
<td>PERFORM HEAVY CLEANING OF 8&quot;-12&quot; SEWERS</td>
</tr>
<tr>
<td>19</td>
<td>PERFORM HEAVY CLEANING OF 15&quot;-18&quot; SEWERS</td>
</tr>
<tr>
<td>20</td>
<td>PERFORM HEAVY CLEANING OF 24&quot;-36&quot; SEWERS</td>
</tr>
<tr>
<td>21</td>
<td>PERFORM HEAVY CLEANING OF 48&quot; SEWERS</td>
</tr>
<tr>
<td>22</td>
<td>PERFORM HEAVY CLEANING OF 60&quot; SEWERS</td>
</tr>
</tbody>
</table>

CORRECTED
6/3/20
CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY __ Onandaga County _________________________________

BID NUMBER & TITLE ____ 936-54 ____ Cure in Place Pipe __________________________

VENDOR NAME ____ Arolid Construction and Precision Trenchless __________________________

COUNTY BID ______ PGB – 2244 _________________________________

REQUESTING DEPT ______ Department of Public Works _________________________________

EXPLANATION

☐ RESOLUTION __________________________________________________________

☐ BID DOCUMENT ____ YES _____________________________________________

☐ BID TAB _______ YES _________________________________________________

☐ SOLICITATION ______ Yes ________________________________________________

☐ PIGGYBACK LANGUAGE __ Yes ____________________________________________

☐ METHOD OF AWARD _____ Lowest Responsible Bidder __________________________

☐ SIGNED FORMS _______ All Forms attached ____________________________________

☐ CONTRACT TERM _____________ 7/01/2022-6/30/2023 ____________________________

☐ IS THIS BEST VALUE ______ Yes _____________________________________________

☐ IS LOCAL VENDOR AVAILABLE? ____ No there are no local vendors who do this work ______

_________________________ Nina Wells _______________________________
SIGNATURE ___________ Nina Wells _______ BUYER NAME

_________________________ Tricia Wise _______________________________
SIGNATURE __________________ Tricia Wise _______ DIRECTOR OF PURCHASING
Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UN</th>
<th>$/EA</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Provide Temporary Bypass Pumping 15” to 24” CIPP</td>
<td>1</td>
<td>DA</td>
<td>@ $120.00</td>
<td>= $120.00</td>
</tr>
<tr>
<td>7A</td>
<td>Provide New CIPP Pipe Lining, 18” (0’ to 250’)</td>
<td>170</td>
<td>LF</td>
<td>@ $165.00</td>
<td>= $28,050.00</td>
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<tr>
<td>15A</td>
<td>Provide Service Cuts for all Existing Laterals</td>
<td>0</td>
<td>EA</td>
<td>@ $100.00</td>
<td>= $0.00</td>
</tr>
<tr>
<td>19</td>
<td>Perform Heavy Cleaning 15” to 18”</td>
<td>170</td>
<td>LF</td>
<td>@ $5.00</td>
<td>= $850.00</td>
</tr>
</tbody>
</table>

**TOTAL PRICE** $29,020.00
5% Allowance $1,451.00
**TOTAL PRICE W/ ALLOW** $30,471.00

***Pricing is based on current material costs and is subject to change if not accepted within 30 days.***

**Exclusions**
- Bonds, permits, fees or taxes
- Union Manning Requirements
- Disposal of contaminated soils. (if encountered)
- Maintenance & protection of vehicle, railroad & pedestrian traffic.
- Bypass pumping. (If Required)
- Silt/turbidity control & cofferdams.

**Inclusions**
- Cleaning & pre/post CCTV inspection of host pipe to be lined with CIPP.
- Videos & reports to be sent FTP site.
- We are a WBE/DBE Certified Contractor

**Special Notes**
- Owner to provide nearby hydrant or tanker water & water/soils dumpsite at no charge to Arold.
- Owner shall notify Arold of any backcharges in advance and give Arold the opportunity to correct.
- Owner shall provide reasonable access to work areas for trucks & equipment.
- Arold will not be responsible for any restoration of surfaces due to equipment damage.
- Pricing does not include costs for health & safety plans, JHA’s, safety training or any other customer required documentation or safety submittals.
- Pricing is based on completion during the 2022 construction season. Work delayed past 2022 will be subject to change.
- Pricing is based on our standard insurance. Additional insurance (railroad, etc.) will be at an additional cost.
- Pricing is based on payment within 30 days of invoicing.

Thank you for the opportunity to quote this project.

Regards,

[Signature]

Ryan Arold
Vice President
Request for Bid
Event Details

Bidder: PUBLIC EVENT DETAILS
Submit To: Onondaga County
DIV OF PURCHASE
John H Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse NY 13202
United States
Contact: Stephanie Cunningham
Phone: 315/435-3471
Email: StephanieCunningham@ongov.net

Event ID: ONGOV-BID00018324
Format: Sell
Type: RPM
Page: 1

Event Round
Version
1
1

Event Name: Cured In-Place Pipe Lining
Start Time: 06/16/2020 11:00:00 EDT
Finish Time: 06/17/2020 14:00:00 EDT
Pre-Bid Meeting Date: Advertisement Date
Final Question Date: 06/29/2020
NYS PRG# 2020004697
Department 3300000000

Event Currency: US Dollar
Bids allowed in other currency: No

Event Description
Due to COVID-19, it is requested that bids are submitted via postal delivery, and that bid openings are viewed online at www.ongov.net/purchase/.

Line Details

Line: 1
Item ID: 
Line Qty: 1.00
UOM: Batch Lot
Description: PRICING PAGES - SEE BID DOCUMENT, SECTION TITLED: BID FORM & CERTIFICATION
Unit Price $ 
Extended Price $ 

STAMP_ITEMNUMBER
Request for Bid
Event Details (cont.)

Bidder: PUBLIC EVENT DETAILS
Submit To: Onondaga County
DIV OF PURCHASE
John H Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse NY 13202
United States

Contact: Stephanie Cunningham
Phone: 315/435-3471
Email: StephanieCunningham@ongov.net

Event ID: ONGOV-B100010394
Event Round: 1
Event Name: Cured In-Place Pipe Lining
Start Time: 04/06/2020 11:00:00 EDT
Finish Time: 05/07/2020 14:00:00 EDT
Pre-Bid Meeting Date: Advertisement Date
Final Question Date: 04/29/2020

Event Currency: US Dollar
Bids allowed in other currency: No

PROPOSAL AND SIGNATURE PAGE

Director of Purchasing
Onondaga County Division of Purchase
21 Montgomery St
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of
Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications
where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General
Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications.
Specifically, read, understand and certify in accordance with section 16.2.1 (non-collusion certification required
or public bds.), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.6). I am
authorized by my company to make this commitment.

REFER TO MINIMUM SPECIFICATIONS AND PRICING PAGE

Addenda acknowledgment
I have received and considered the following addenda in submitting this bid:

No. Dated:
No. Dated:
No. Dated:

Signature:
Printed Name: Title:

Firm Name: Contact person:
Address: Phone:

Fax Number: Federal ID Number:

Purchase Order Address (if different than above):

Ordering Email: Bid Email:

Note: Vendors MUST provide a W-9 Form with their bid. This form is attached at the end of Instructions to
Bidders/General Conditions

This page Must be Signed and Returned
County of Onondaga  
Executive Department -- Division of Purchase  
John H. Mulroy Civic Center, 13th floor  
421 Montgomery Street  
Syracuse, New York 13202-2989  
Phone (315) 435-3458 -- Fax (315) 435-3424

INVITATION TO BID – INSTRUCTIONS TO BIDDERS

Bid Reference: BID0010394

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<thead>
<tr>
<th>Procurement Description: Cured In-Place Pipe Lining</th>
<th>Date of Bid Release: 04/16/2020 at 11:00 AM</th>
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</thead>
<tbody>
<tr>
<td>Deadline for Submission of Questions: April 29, 2020</td>
<td>Bid Submission Deadline: 05/07/2020 at 02:00 PM</td>
</tr>
<tr>
<td>Is a Bid Security Required? No</td>
<td>Pre-Bid meeting: No</td>
</tr>
<tr>
<td>If a Bid Security Required, the amount of such</td>
<td>Is a Performance Security Required? Yes</td>
</tr>
<tr>
<td>security is as follows: N/A</td>
<td></td>
</tr>
<tr>
<td>PRC Number: Yes</td>
<td>If a Performance Security is required, the amount of such security is as follows: $500,000.00</td>
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<td>PRC Number: 2020004097</td>
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</table>

Onondaga County is soliciting sealed bids for the above referenced procurement, as described in the specifications and documents referenced in this Bid Packet. Bids must be received and accepted to later than the final submission date & time set forth above. Bid related questions must be received in writing no later than the date set forth above.

Such sealed bids or Bid related questions will be received either electronically through the PeopleSoft vendor portal or in paper form at the Office of the Purchasing Director, John H. Mulroy Civic Center, 13th floor, 421 Montgomery Street, Syracuse, New York 13202.

- To register for the vendor portal, use the following link: https://supplier.ongov.net. Becoming a registered vendor will also allow your firm to access future bid solicitations through the portal

- For bids submitted on paper, bid documents must be sealed in an envelope and clearly marked on the outside with the name of your firm, the above Bid Reference Number, and the Final Date of Submission for Sealed Bids. Faxed bids are unacceptable.
Bids must be submitted on the provided Bid Proposal Form.

No late bids are accepted for any reason.

Onondaga County reserves the right to reject any or all bids in the sole discretion of the Director of Purchase, or such officer's designee.

Daniel Hammer
Director
INSTRUCTIONS TO BIDDERS

Bidder must submit the following:

1) Properly completed and executed Bid Form with Certification (Ex. 2).
2) Non-Collusion Certification.
3) Certification of no Conflict of Interest or Detrimental Effect
4) Iranian Divestment Certification
5) Prevention of Sexual Harassment Certification
6) Completed Form W-9
7) If applicable, the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope.

Documents that are Part of this Bid (Bid Packet): The following additional documents are incorporated by reference into this Bid Solicitation:

Procurement Documents:

This Invitation to Bid -- Instructions to Bidders
Exhibit 1: Technical Specifications and Contract Duration.
Exhibit 2: Bid Form with Certification.
Contract Documents (Listed in next Section).
Additional Certifications (Listed Below).

Contract Documents:

Agreement Form
Exhibit 1: Technical Specifications and Contract Duration.
Exhibit A: Contract Pricing Sheet (Provided at time of contracting and derived from the awarded bid)
Exhibit B: Standard Terms & Conditions.
Exhibit C: Insurance Requirements.
Prohibition on Sexual Harassment
The below listed Additional Certifications
Form W-9
The following (if applicable):
   Minority- and Women-Owned Business Enterprise (MWBE)
   Prevailing Wage Case Number
   Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks)

The successful bidder will enter into the above Agreement after it is modified to include the Bidder's accepted bid prices. The Agreement will then require duly issued Purchase Orders which will authorize proceeding with incremental procurement of items or work.

Additional Certifications:
Non-Collusion Certification.
Certification of no Conflict of Interest or Detrimental Effect
Iranian Divestment Certification
Prevention of Sexual Harassment Certification

Components of Bid Submissions: Each bid must be signed by an authorized officer or agent of the Bidder on the provided Bid Form with Certification (Ex. 2) with the additional documents and certifications referenced above.

Bidder shall properly complete the Bid Form and Certification (Ex. 2) and state clearly any variation from anything identified within the specifications.

Brand names and model numbers shall be furnished on all items proposed within the bid, including information necessary to demonstrate compliance with the specifications.

Bidder should submit with its bid any information, specifications, circulars, etc. that will explain or clarify the differences from or compliance with the specifications.

Bidder must provide a properly completed IRS Form W-9.

Partnerships: Bids submitted by partnerships must be signed using the partnership name by one of the members of the partnership. Alternatively, an authorized representative of such partnership may sign the bids, with the signature followed by the printed name and title of the person signing.

Corporations: Bids by corporations must be signed with the name of the corporation, with the signature followed by the printed name and designation of the president, vice-president or person authorized to bind the corporation in this matter. A corporate resolution may be required to confirm authorization.

Manufacturer's Agent: Bids by agents of a manufacturer must be accompanied by a certification showing that the agent is authorized to bind the manufacturer in this matter.

Bid Certification: By submitting a bid, Bidder agrees to timely provide all the material, equipment, labor and/or services set forth in the Technical Specifications and Contract Duration Exhibit 1, at the Prices set forth in its Bid. Bidder agrees to perform in accordance with the terms and conditions of the attached Agreement and the other documents referenced therein.

Onondaga County reserves the right to reject any or all bids in the sole discretion of the Director of Purchase, or such officer's designee.

Submission of Bids: Bids remain sealed until publicly opened and read by the Onondaga County Division of Purchase.

Bids shall be opened at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202, on the day bids are scheduled to be received. See the Bid Submission Deadline for the specific date.
Bids must be received, with the date and time stamped by the Division of Purchase, prior to the Bid Submission Deadline.

Bidder assumes all responsibility for completing on-time delivery of its sealed bid to the Division of Purchase.

**No late bids are accepted for any reason:** To submit proposals, each bidder shall use the proposal form and envelope furnished by the Division of Purchase. Alternatively, the County will accept an envelope that is clearly marked with your company name, the bid reference number, and the date the bid is due. Envelopes must be sealed when submitted.

Faxed bids are unacceptable.

Separate bid envelopes must be submitted for each bid reference number.

Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested in the Bid Form (Exhibit 2) and the Technical Specifications (Exhibit 1).

**Method of Award:**

County reserves the right to reject any and all bids at its discretion, in whole or in part.

County reserves the right to accept or reject any item in the bid, awarding the contract resulting from the bid, in whole or in part, to the lowest responsive and responsible bidder. Such award shall be made within 45 days of opening, unless otherwise specified.

County reserves the right to increase or reduce quantities.

Bids will be evaluated by the Division of Purchase and the department requiring the goods, equipment, or services.

Only the Division of Purchase shall issue to the successful bidder a letter indicating notice of the intent to contract. Such notice is not a notice to proceed.

Protests of companies, products or services being offered from competing bidders must be made within 3 days of bid opening, in writing, to the Director of the Division of Purchase.

If the County rejects the lowest bid, for any reason, such bidder will have 48 hours in which to submit a written statement to the Director of the Division of Purchase explaining why the bid was responsive and the bidder was responsible. Thereafter, the County may proceed to issue a letter indicating its intent to contract to the lowest bidder that is both responsive and responsible.

**Withdrawal of Bids and Errors:**

Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.
Errors in accordance with NY General Municipal Law Sec. 103(11) may be grounds for withdrawal of the bid after opening at the request of the bidder and at the discretion of the Purchasing Director. Written requests must be made within three days of bid opening in accord with the requirements of GML Sec. 103(11).

In case of an error in extending the total amount of the bid, the individual unit prices will govern.
GENERAL INFORMATION FOR BID DEVELOPMENT AND SUBMISSION

Standard Terms and Conditions: County's Standard Terms and Conditions, found in Exhibit B, are incorporated within and made a part of this Bid and the subsequent Agreement.

Additional Insurance Obligations: Contractor's Insurance Obligations, found in Exhibit C, are incorporated within and made a part of this Bid and the subsequent Agreement.

Special Conditions: The Special Conditions set forth below are a part of this Bid.

Renewal: The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

Pricing: Prices must be stated in units of quantity specified. Prices submitted by bidders must be held firm for forty-five (45) days from the date of the bid opening. Prices shall be in US funds only.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

Applicable sales tax exemption certificates will be provided upon request.

Where pricing is described in both words and numerals, the words will govern.

Cash or early payment discounts will not be considered in determining low bidder.

Execution of Contract: The successful bidder must return the signed contract, completed insurance certificates and performance security within fourteen (14) days from the date of the letter of intent to contract and receipt of a properly drafted contract from the County.

Reporting and Documentation: Contractor shall report directly to [need bind] who is designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services. This point of contact does not have authority to bind the County.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

Notice to Proceed -- Use of Purchase Orders:

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order duly executed on behalf of the County to Contractor for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Contractor shall be limited
to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

Use of Electronic Contract System – Permitted for Bids: Bidder acknowledges that any contract awarded through this solicitation shall constitute the agreement governing the transaction described herein and that such contract takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience. The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

Security for Bids: If required on the front page of this bid packet, each bidder shall provide with its proposal a bid security. Such security may be in the form of a bid bond, certified check, bank check, each payable to Onondaga County, or cash. The amount of the security shall be as stated on the front page of this bid packet.

The bid security is a guarantee extended by each bidder to the County (or municipality utilizing a contract resulting from this solicitation) promising that such bidder will contract with the County in the event that the bid is accepted.

The performance security bond, issued in accordance with the Standard Terms & Conditions, provides a guarantee for the faithful performance of a contract awarded to a bidder through this solicitation.

Bid security deposits will be released by the County to all but the three lowest bidders at such time as the County issues its written intent to award. Bids lacking bid security at the time of opening, when required, will not be eligible for award.
Did Security will be forfeited and paid to the County in the event a Bidder, who has timely been asked to proceed to contract, fails to timely do so.
SPECIAL CONDITIONS

Each Bid Response is further subject to the following Special Conditions.

Use of Brand Names, Model Numbers or other References:

References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder should provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

Purchases by other Governmental or Authorized Entities:

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.
**Interpretations:**

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that the Purchasing Director does expressly have the right to determine the meaning of terms used within specifications, and such determination shall control, be binding, and be final.

The Purchasing Director may make corrections to errors or omissions in specifications, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

Bidders shall submit all requests for interpretations and questions relating to bid requirements, specifications, drawings, etc. in writing to the contact person identified in the Instructions to Bidders not later than 7 calendar days prior to the bid opening.

No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders.

Bidders bear full responsibility for searching for the existence of written interpretations issued through the Purchasing Division.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its obligations and performance to be made under its bid as submitted.

Failure to request an interpretation constitutes a waiver of potential claims regarding ambiguities or misunderstandings arising from the specifications, where such would have been claimed to have caused a bidder to improperly submit its bid or to otherwise inadvertently bid on certain items.

County reserves the right to waive non-material deviations from bid specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that the County shall not accept a plea of ignorance relating to data, conditions, policies or requirements as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Further, such shall not be accepted as the basis for any claim for increased compensation.

See also, *Ambiguities or Conflicts within Contract Documents*, in Exhibit B, Onondaga County: Standard Terms and Conditions.

**Inspection, Samples and Testing:**

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.
By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

**Delivery & Acceptance:**

**Time is of the essence** Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

**Condition** Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the contractor, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

**Acceptance** Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

**Charges & Fees** Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.
To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

**Payments:**

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon compliance with the following:

1) Prior issuance of a Purchase Order by the Division of Purchase within the scope and limits of the Contract for the work/material being invoiced;
2) Full and faithful performance/delivery of the work/material authorized by such Purchase Order;
3) Acceptance of the work/material by County's duly authorized designee;
4) Receipt of vendor invoices within the limits of such previously authorized Purchase Order.
5) Receipt of Certified Payrolls pursuant to the NYS Labor Law where applicable.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- Bidder agrees that Bidder shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

**Governing Laws and Regulations:**

This solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

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

(1) The prices in this bid 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 or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition."
By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not immediately supplied upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

**NY Labor & Prevailing Wage Laws:** The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable, including certified payrolls.

For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected contractor will certify their intent to comply with County's storm water management program.

**Iranian Divestment Act Compliance:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person engaging in investment activities in Iran in accordance with Section 165-a of the State Finance Law as set forth on the list found at: https://ogs.ny.gov/iran-divestment-act-2012.

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the Bidder: does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

**Clauses Required by Law:**
Each and every provision of law and clause required by law to be part of a contract resulting from this solicitation shall be deemed to be part of such contract, to have been inserted in this contract, and shall have the full force and effect of law.
Technical Specifications and Contract Duration

Exhibit #1
County of Onondaga
Executive Department - Division of Purchase
John H. Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse, New York 13202-2989
Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

<table>
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<tr>
<th>Procurement Description: Cured In-Place Pipe Lining</th>
<th>Date of Bid Release: 04/16/2020 at 11:00 AM</th>
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<tbody>
<tr>
<td>Deadline for Submission of Questions: April 29, 2020</td>
<td>Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM</td>
</tr>
<tr>
<td>Is a Bid Security Required? No</td>
<td>Pre-Bid meeting: No</td>
</tr>
<tr>
<td>If a Bid Security Required, the amount of such bond is as follows: N/A</td>
<td>Is a Performance Security Bond Required? Yes</td>
</tr>
<tr>
<td>PRC Number: Yes PRC Number: 2020004097</td>
<td>If a Performance Security Bond is required, the amount of such bond is as follows: $500,000.00</td>
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</tbody>
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<table>
<thead>
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<th>Bidder: PUBLIC EVENT DETAILS Submit To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onondaga County DIV OF PURCHASE</td>
</tr>
<tr>
<td>John H Mulroy Civic Center, 13th Floor</td>
</tr>
<tr>
<td>421 Montgomery Street</td>
</tr>
<tr>
<td>Syracuse NY 13202</td>
</tr>
<tr>
<td>United States</td>
</tr>
<tr>
<td>Contact: Stephanie Cunningham</td>
</tr>
<tr>
<td>Email: <a href="mailto:stephaniecunningham@ongov.net">stephaniecunningham@ongov.net</a></td>
</tr>
</tbody>
</table>

Is the Bidder required to submit the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope? No (If Yes, the Specialty Sub-Contractor Listing should be included with the Bid Packet)

**Term:**
The term of this Agreement shall commence on July 01, 2020 and shall expire on June 30, 2021, unless terminated earlier.

**Bid Results:**
Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to “Purchasing”, select the “Bid Results” tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

**Contact Person:**
Please address all questions, in writing, to Stephanie Cunningham, Specification Writer, Division of Purchase at stephaniecunningham@ongov.net.
MINIMUM SPECIFICATIONS

CURED-IN-PLACE PIPE LINING

Onondaga County is soliciting bids to rehabilitate sewer pipe utilizing a cured-in-place pipe lining product cured with either ultraviolet light or heat medium.

SCOPE:

Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

1. GENERAL INFORMATION

A. The Contractor shall provide all equipment, materials, tools, labor and incidentals required to perform high pressure water jetting, cleaning, rodding, brushing, root cutting, and flushing of designated sewers prior to internal inspection by closed circuit television and cured-in-place pipe lining (CIPP) operations.

B. The Contractor shall provide all equipment, materials, tools, labor and incidentals, including maintenance and protection of traffic (MPT), bypass pumping, odor controls, and any necessary permits, for the installation and testing of CIPP within the sewer main.

C. The sewer main CIPP process shall consist of inserting a resin impregnated flexible liner tube into an existing sewer, expanding the tube out against the sewer pipe, and curing the tube to form a pipe liner. Curing shall be accomplished by applying ultraviolet light or a heat medium to obtain the desired cure throughout the tube extending the full length of the original pipe from manhole to manhole.

D. The CIPP shall cure into a hard, impermeable liner of the specified thickness forming a structurally sound jointless and water tight new pipe within a pipe with a uniformly smooth interior. The Owner’s construction management software (Procore) shall be utilized to facilitate project coordination and sharing of information, including task orders, submittals, inspections and work logs. Access shall be provided to all project team members.

E. Submittals

1. Performance Work Statement including a detailed installation plan describing all preparation work, cleaning operations, pre-construction CCTV inspections, bypass pumping plans, traffic control, installation procedure, method of curing and schedule, reinstatement of service connections, quality control, testing to be performed, final CCTV inspection, warranty and all other necessary and appropriate work for a complete liner installation.
MINIMUM SPECIFICATIONS (cont'd)

2. Cured-In-Place Pipe Lining

   a. Summary table of CIPPL material properties, including short-term flexural modulus of elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described herein.

   b. Independent third party testing of at least one hundred (100) lined manhole to manhole segments with results that meet the product's reported short-term and long-term design flexural modulus with the proposed curing method and product.

   c. Independent third party certified laboratory test reports demonstrating that the exact resin and liner combination to be used for the project meets the requirements for initial structural properties (ISO 178 with wall thickness measured per DIN EN 13566-4) and chemical resistance (performed in accordance with ASTM F1216, Appendix X2).

   d. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for the project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990 or DIN 761 for design conditions applicable to the project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on the project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for the project to demonstrate that the two liners are comparable in terms of physical properties.

1. Test will be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the Owner or Engineer based on the curve or slope of the plotted data, of the long-term flexural modulus shall be extrapolated using a Microsoft Excel log-log scale linear regression analysis to determine the minimum service life performance of the resin tube.

2. Testing will be conducted at:
   a. Temperature 21 °C to 25°C
   b. Relative humidity: 50% minimum
   c. Load will be calculated at 0.25% of the short-term E-modulus as tested per ASTM D790 or ISO 178, or as approved by Owner or Engineer.

   e. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.
MINIMUM SPECIFICATIONS (cont’d)

f. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F2019, Appendix XI, for each pipe segment with less than 10% ovality or based on the WRC Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality. All calculations shall assume a fully deteriorated host pipe. All calculations shall be prepared and stamped by a professional engineer. A Professional Engineer Certification Form shall be submitted for all CIPPL design data.

g. The quality management system for the wet-out facility must be registered in accordance with ISO 9001:2008, at a minimum. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation should include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage and transportation controls, and quality assurance procedures. A checklist should be included documenting that each critical step in the resin impregnation process is completed (checked off and initialed).

h. Curing schedule for each liner shot.

i. Available standard written warranty from the manufacturer of wet-out liner.

3. Hydrophilic end seal and pre-liner specifications, if used, with method of installation.

4. Safety Data Sheets (SDS) for all materials to be used on the project.

5. Contingency plan, including methods and equipment to be used to repair unacceptable liner defects and for removing failed liners. Plan for availability and accessibility of backup equipment, such as two (2) service connection reinstatement cutters at the job site.

6. CIPPL curing log, including as applicable, but not limited to ultraviolet light train information, CIPPL temperatures, pressures, and times during the curing process to document that a proper cure has been achieved.

7. A report, in a format approved by the Owner or Engineer, upon completion of each task order. This report will include, at a minimum, but not limited to the following data:

a. Identification of the sewer pipe section by assigned sewer asset number provided by the Owner or Engineer.

b. Type of host pipe material.
MINIMUM SPECIFICATIONS (cont’d)

c. Length of pipe sections between manholes.

d. Location stationing of each service connection and manhole.

e. Estimated volume of infiltration at each joint or connection, as applicable.

f. Names and applicable certifications of operators conducting CIPPL.

8. Video recording, provided on a USB flash drive, showing sewer conditions prior to lining including service connection and manhole locations.

9. Video recording, provided on a USB flash drive, showing inspection of completed sewer lining, reinstated service connections and transition into manholes.

F. Assume there will be no access to the service pipe from an upstream cleanout on or off private property. All work must take place from the mainline sewer.

G. Task orders will be assigned for a minimum of one (1) sewer section, manhole to manhole, assume an average distance of three hundred (300) feet. While the Owner or Engineer will make an effort to group rehabilitation work in a given task order together, the close geographic proximity for all rehabilitation work within a task order cannot be guaranteed. For example, some task orders may include rehabilitation work from different streets or neighborhoods.

H. The Contractor shall be responsible to follow all federal, state and local requirements for safety, including confined spaces, assess the need for and supplying maintenance and protection of traffic (MPT), as well as any necessary permits to complete the cleaning, inspection, testing and lining work.

I. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor shall coordinate work with individual property owners or managers as necessary.

J. The Contractor shall be responsible for mitigating odors, to the satisfaction of the Owner or Engineer, which may result from work associated with the CIPPL.

K. Where water is used for insertion and curing processes, it may be supplied from approved existing fire hydrants. The Contractor shall be responsible for obtaining water, including as applicable, permits, approved backflow assemblies and fees.
MINIMUM SPECIFICATIONS (cont’d)

L. The Contractor must comply with all current New York State Environmental Facilities Corporation (NYSEFC) financial and grant requirements including but not limited to M/WBE-EEO utilization, American Iron and Steel, and Davis-Bacon requirements. Information is available at www.cfc.ny.gov.

M. Bypass pumping of wastewater flow during lining.

1. The Contractor shall be responsible to provide all labor, equipment, power, and materials necessary to install, field test, and operate temporary bypass pumping systems to maintain flow in existing sewers, including individual services, as necessary. The Contractor may interrupt flow from services if necessary to properly complete the work. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor also assumes all responsibility for blockages, back-ups or damages caused to public or private property as a result of the interruption of service caused by the Contractor’s actions.

2. The Contractor shall submit a bypass plan outlining the design, installation and operation of temporary bypass pumping systems for review by the Owner or Engineer. For pipes equal to or greater than eighteen (18) inches in diameter, a bypass plan stamped by a licensed New York State professional engineer shall be submitted to the Owner or Engineer for review. The review of the bypass plan by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. The bypass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event. At a minimum, the bypass system shall have a capacity equivalent to the flowing full capacity of the largest sewer to be rehabilitated as part of this project. The bypass system shall include at a minimum one duty and one standby pump capable of handling the required design flow. The bypass pump shall be setup and ready for immediate operation. Pumps shall be automatically controlled. The Contractor shall insure that the bypass pumping system is properly maintained and a responsible operator shall be on site at all times during operation of the system. Sufficient spare parts shall be available on site in the event that repairs are necessary. The Contractor is responsible for any damage or loss of property that may result from insufficient bypass pumping.
MINIMUM SPECIFICATIONS (cont’d)

3. The Contractor shall incorporate, to the satisfaction of the Owner or Engineer, noise prevention measures for any and all equipment being used to ensure minimum noise impact on the surrounding areas. Such measures may include, but not be limited to, insulated enclosures, hospital grade mufflers or silencers, equipment modifications, and special equipment as necessary.

N. Contractor Qualifications

1. For each method of installation and curing used on the project, the Contractor shall have a history of at least 150,000 linear feet of CIPPL work in sewers using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.

2. For each method of installation and curing used on the project, the CIPPL work shall be supervised by a foreman having previously supervised a minimum of 100,000 linear feet of CIPPL using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.

3. The entity performing the wet-out of the CIPPL shall have been performing this type of work for a minimum of two (2) years and previously wet-out at least 175,000 linear feet of CIPPL.

4. Contractor documented experience and references shall be submitted to the Owner or Engineer upon request.

2. DESIGN REQUIREMENTS

A. Cure-in-Place Pipe Liner

1. The CIPPL system shall be manufactured by Omega Liner Company Inc., Reline America, Inc., Saertex MultiCom LP or equivalent. CIPPL systems shall be subject to evaluation and approval by the Owner or Engineer.

2. The CIPPL shall be a resin impregnated flexible liner tube which is inserted into the sewer to be rehabilitated and cured-in-place by an acceptable curing method. The tube may have a suitable polyurethane membrane coating for protection of the interior surface and to provide a uniform, smooth flow surface and may be removed after installation and curing is completed. The resin shall be a liquid corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system and shall be suitable for the design conditions as well as the curing process.

3. The liner tube shall consist of one or more layers of flexible needled felt or an equivalent non-woven and/or woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used, meeting the requirements of ASTM F1216, ASTM F1743 or ASTM F2019 and ASTM D5813. The liner tube shall be fabricated to a size that will fit the internal circumference of the existing sewer main. Allowance shall be made for stretching due to insertion of liner and deterioration of existing pipe walls.
MINIMUM SPECIFICATIONS (cont’d)

4. The minimum liner tube length shall be that deemed necessary by the Contractor to effectively and continuously span the distance from the inlet to the outlet of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation and installation of the tube. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and approved by the Owner or Engineer.

5. Materials shall be shipped, stored and handled in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage, which includes but not limited to, gouging, abrasion, flattening, cutting, puncturing ultraviolet degradation or other damage. All damaged materials shall be disposed of in accordance with all current applicable regulations and replaced at no additional cost to the Owner.

6. The wet-out liner tube shall have a uniform thickness and excess resin distribution that when compressed at the installation pressures will meet or exceed the designed finish wall thickness after cured.

7. The liner tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPPL. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.

8. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five (5) feet. Such markings shall also include the lining manufacturer’s name or identifying symbol, manufacturing lot and production footage.

9. The wall color of the interior pipe surface of CIPPL after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

10. CIPPL Thickness

a. The required structural CIPPL wall thickness shall be based, as a minimum:

1. In accordance with ASTM F2019, Appendix XI, Design Considerations for a circular host pipe with 10% ovality or less.

2. In accordance with WRC Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality.
MINIMUM SPECIFICATIONS (cont'd)

3. A fully deteriorated host pipe
4. A safety factor of 2.0
5. A minimum service life of 50 years under continuous service
6. A modulus of soil reaction of 700 psi
7. A soil density of 120 lbs/cf
8. A Poisson's ratio of 0.3
9. An enhancement factor of 7.0
10. A groundwater elevation over the pipe equivalent to surface grade
11. Ovality for each segment as applicable
12. Live loads for each segment as applicable
13. Soil depth for each segment as applicable

b. The flexural modulus and flexural strength used in the design shall be the values as rated for the specified service life and as submitted. When filled resins are proposed, complementary data of the same data for unfilled resin shall be provided.

c. The Contractor shall provide detailed calculations of the proposed liner thickness as a submittal for review by the Owner or Engineer.

11. The liner shall be fabricated to a size that when cured will tightly fit the sewer being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. Field verify all dimensions prior to delivery of the liner. The allowable contact tolerance between the liner and host pipe is 1.0 mm. In cases where any space or gap between the outside surface of the liner and the inside surface of the existing pipe exceeds 1.0 mm, the liner will be deemed deficient and corrective action will be required as determined by the Owner or Engineer. Where irregularities of the existing pipe exist such as offset joints, protrusions, bumps, fluctuating pipe diameter, and deformations remain after the sewer has been prepared in accordance with the contract documents, exception to the contact tolerance will be allowed in the irregularity zone. To the satisfaction of the Owner or Engineer, the exception shall not present an obstruction to sewage flow.

12. The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix XI, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

13. All calculations shall be signed and sealed by a registered civil engineer and be submitted to the Owner or Engineer upon request.
MINIMUM SPECIFICATIONS (cont’d)

B. Resin

1. The liquid polyester or vinyl ester resin and catalyst system or epoxy and hardener system shall saturate the liner tube and produce a properly cured liner which is chemically resistant to typical domestic sewage and storm water, as well as abrasion due to solids, grit and sand. The resin system shall comply with the specified requirements and when properly cured meet the requirements of ASTM F1216. Resins created from recycled materials are not allowed.

2. The Contractor shall furnish a resin able to cure in the presence or absence of water, and a catalyst system compatible with the liner material that provides the cured physical and chemical resistance strengths specified. The resin shall be tinted for visibility and provide indication of adequate liner wet-out. The initiation conditions for cure shall be as recommended by the resin manufacturer and approved by the Owner or Engineer. Upon request, the Contractor shall furnish satisfactory written certification that the materials comply with the manufacturer’s standards and the reference specifications. Other resins for special applications may be used as required upon recommendations of the manufacturer.

C. Structural and Physical Properties

1. When cured, the liner shall form a continuous, tight fitting, hard, impermeable liner that is chemically resistant to typical domestic sewage and storm water.

2. The layers of the finished CIPPL shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

3. The finished CIPPL shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible. The material properties of the finished CIPPL shall meet or exceed the structural standards listed herein.

4. The liner shall be designed to withstand all internal and external loads taking into account internal pressure and external soil pressures, groundwater, paving and full traffic (H-20 or E-80 loads as applicable), all with safety factor of 2.0.
MINIMUM SPECIFICATIONS (cont'd)

5. The cured CIPPL system shall conform to and comply with the minimum criteria listed herein.

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Test Method</th>
<th>Cured Composite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexural Strength</td>
<td>ASTM D790</td>
<td>4,500 psi</td>
</tr>
<tr>
<td>Flexural Modulus (Initial)</td>
<td>ASTM D790; ASTM D2990</td>
<td>250,000 psi</td>
</tr>
<tr>
<td>Flexural Modulus (Long Term)</td>
<td>ASTM D2990</td>
<td>125,000 psi</td>
</tr>
</tbody>
</table>

Higher values may be used if recommended by the manufacturer and supported by independent and verifiable tests.

6. Minimum Liner Thickness unless otherwise specified shall be as follows:

<table>
<thead>
<tr>
<th>Nominal Pipe Diameter</th>
<th>Minimum Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 inch</td>
<td>4.5 mm</td>
</tr>
<tr>
<td>10 inch</td>
<td>6.0 mm</td>
</tr>
<tr>
<td>12 inch</td>
<td>6.0 mm</td>
</tr>
<tr>
<td>15 inch</td>
<td>7.5 mm</td>
</tr>
<tr>
<td>&gt;15 inch</td>
<td>&lt; 50 SDR</td>
</tr>
</tbody>
</table>

7. Chemical resistance shall be in accordance with the requirements ASTM F1216, Appendix X2, Chemical Resistance Tests for polyester resins and completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F when subjected to the following solutions:

<table>
<thead>
<tr>
<th>Chemical Solution</th>
<th>Concentration, %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tap Water (pH 6-9)</td>
<td>100</td>
</tr>
<tr>
<td>Nitric Acid</td>
<td>5</td>
</tr>
<tr>
<td>Phosphorus Acid</td>
<td>10</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>10</td>
</tr>
<tr>
<td>Gasoline</td>
<td>100</td>
</tr>
<tr>
<td>Vegetable Oil</td>
<td>100</td>
</tr>
<tr>
<td>Detergent</td>
<td>0.1</td>
</tr>
<tr>
<td>Soap</td>
<td>0.1</td>
</tr>
</tbody>
</table>

D. Hydrophilic End Seals

1. Upon request by the Owner or Engineer, the Contractor shall submit a proposal to supply and install hydrophilic end seals.
MINIMUM SPECIFICATIONS (cont'd)

2. Hydrophilic Seal Manufacturer: De Neef Construction Chemical, LMK Technologies or equivalent. Hydrophilic seals shall be subject to evaluation and approval by the Owner or Engineer.

3. WORK EXECUTION

A. The Contractor shall clean pipes prior to pre-construction inspection, such that the pipes are free of roots, grease, sand, rocks, sludge, tuberculation (to a tolerance of 0.25 inches projection) and other debris. Protruding taps and seal material will be removed prior to pre-construction inspection.

B. The Contractor shall conduct a pre-construction inspection of the pipes to plan rehabilitation work. The inspection will confirm the inside diameter, alignment and condition of each segment to be lined, as well as PACP Runners or Gushers, pockets of water, or structural impediments that would affect long-term viability of the pipe liner. The data and information collected from this inspection will be used to verify the size of the liner and refine the installation techniques. Utilizing a color video inspection system with data recording capabilities, the entire inspection of the pipe sections shall be provided on a USB flash drive. The Owner or Engineer reserves the right to require the Contractor to log data using its own software and tracking system where applicable. If unknown physical conditions in the work area are uncovered during the investigation that materially differ from those ordinarily encountered, notify the Owner or Engineer.

C. The Contractor shall determine the location of all active service connections prior to lining. If necessary, with Owner or Engineer notification, a dye test may be used to verify active service connections. The Contractor shall not reinstate service connections that are not active.

D. The Contractor shall, as required, provide for continuous flow around the section of pipe that is to be lined. The pump and bypass lines shall be of adequate capacity and size to handle the flow of the sewers. The proposed bypass plan shall be reviewed in advance by the Owner or Engineer. The review of the bypassing system by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability.

E. The Contractor shall maintain two (2) working service connection reinstatement cutters at the job site at all times. Lining work shall not commence if the Contractor does not have the required number of working cutters on site. No additional time or compensation shall be awarded to the Contractor in the event that work is stopped due to the Contractor’s failure to comply with this requirement.
MINIMUM SPECIFICATIONS (cont’d)

F. The Contractor shall designate a location, as applicable, where the liner tube will be impregnated with resin by vacuum or other approved means to thoroughly saturate the liner tube prior to installation. The Contractor shall allow the Owner or Engineer to inspect the materials and wet-out procedure. A resin and catalyst system compatible with the requirement of this method shall be used. All required environmental permits mandated from local, state, and federal levels must be obtained and kept onsite. The liner manufacturer must be registered in accordance with ISO 9001:2008, at a minimum, for its Quality Management System.

G. Materials shall be shipped to, stored and handled at the site in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage or result in any public safety hazard. All materials shall be subject to inspection and review by the Owner or Engineer prior to installation.

H. A pre-liner may be installed prior to liner inversion in sewers pipes with infiltration or missing pipe sections.

I. The Contractor shall insert the flexible liner tube through an existing access way (manhole). The liner material shall be inserted through a manhole by means and method required by the manufacturer, and shall be fully extended to the lower manhole by the application of a hydrostatic head, compressed air, or other approved means. Where applicable, insert the tube such that the seam of the liner is positioned at the six o'clock position. Use only lubricants approved by the liner tube manufacturer. Make allowance for circumferential stretching during insertion. Make allowances for longitudinal stretching during pull-in or inversion. Do not utilize overlapped layers of material in longitudinal seams that cause lumps in the final product.

J. The Contractor shall ensure that the pressure in the liner exceeds both the pressure due to the groundwater head and any pressure due to sewage in service connections or connecting side sewers.

K. A tight seal at the manhole or catch basin walls consisting of a resin mixture compatible with the liner and resin system may be applied in accordance with manufacturer specifications.

L. Neatly and smoothly trim the finished ends of the liner to within two (2) inches of host pipe end. Do not leave any rough edges that may catch debris. Do not leave any portion of CIPPL within the manhole channel.
MINIMUM SPECIFICATIONS (cont’d)

M. Provide a smooth transition between the existing manhole channel invert and the effluent liner using cement grout or other approved material to prevent settling of sediments or debris from catching on the liner.

N. The Contractor shall insert continuous or properly trimmed hydrophilic end seals per manufacturer recommendations as requested by the Owner or Engineer. Trimmed seal edges shall be butted up against each other at the crown of the pipe using a 45° miter cut with the ends glued together by use of a manufacturer approved adhesive. Seals with any gap between the ends will not be accepted. If defects in the host pipe near the manhole are such that the end seal will not form a watertight seal between the liner and host pipe, the Contractor shall address the defects in the host pipe to provide a smooth surface to receive the end seal.

O. The Contractor shall maintain pressure requirements as defined by the manufacturer. The pressure used during the installation process shall be sufficient to hold the liner tight to the pipe wall and prevent wrinkles in the cured liner. The same pressure shall be great enough to prevent infiltration from entering the pipeline during the curing process. The pressure shall be maintained sufficiently long enough to allow pockets of water to exfiltrate through the host pipe and prevent lifts in the liner and resin washout.

P. Curing

1. Curing shall be accomplished by utilizing ultraviolet light or the appropriate heat medium in accordance with the manufacturer recommended cure procedure and schedule.

2. Follow submitted cure schedule in curing of liner.

3. Continuously monitor the curing source or in and output temperatures during the cure cycle and electronically record readings, as applicable. All data shall be submitted to the Owner or Engineer upon request.

4. Continue curing uninterrupted until the desired product is achieved.

5. Provide inner and outer film materials that inhibit steam, styrene, or other odors from entering downstream buildings.

6. For ultraviolet light curing CIPPL;

   a. All light train sensor readings shall be recorded by computer and document the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer recommendations. All data shall be submitted to the Owner or Engineer upon request.
MINIMUM SPECIFICATIONS (cont'd)

7. For heat curing the CIPPL;

   a. The Contractor shall provide a suitable heat source and distribution system to
circulate hot water, air, and/or steam through the pipe as recommended by the
manufacturer. The equipment shall be capable of delivering hot water, air, and/or
steam to uniformly raise the temperature above that required to cure the resin. This
temperature shall be determined by the manufacturer based on the resin and
catalyst system employed.

   b. The heat source piping shall be fitted with suitable continuous monitoring
thermocouples to gauge the temperature of the incoming and outgoing curing
medium. The temperature of the curing medium shall meet the requirements of the
resin manufacture as measured at the heat source inflow and outflow return lines.
Additional continuous monitoring thermocouples shall be placed between the
impregnated liner tube and the pipe invert at the manholes. The curing medium
temperature in the line during the cure period shall be as recommended by the resin
manufacturer. Care shall be taken during the elevated curing temperature so as not
to over stress the liner materials.

   c. Initial cure shall be deemed to be completed when inspection of the exposed
portions of liner appears to be hard and sound and the remote temperature sensor
indicates that the temperature is of a magnitude to realize an exotherm. The cure
temperature shall be held for the period recommended by the resin manufacture,
during which time the distribution and control of the curing medium shall continue.
The curing process for the CIPPL shall consider the host pipe material, resin and
catalyst system, ambient temperature, moisture level, and thermal conductivity of
the soil.

   d. Managing the curing water for the Cured In Place Pipe Liner shall meet the
requirements of §602-3.02 D.3 of the New York State Department of
Transportation Standard Specifications of May 1, 2008, including all addenda
issued thereafter unless otherwise specified.

8. The Contractor shall cool the cured liner in accordance with the manufacturer
recommendations as described in the Performance Work Statement submitted.

Q. The Contractor shall provide a finished CIPPL that is continuous and free as commercially
practicable from visual defects such as foreign inclusions, dry spots, pinholes,
delamination, and wrinkles at any location totaling more than 5% of host pipe inside
diameter.
MINIMUM SPECIFICATIONS (cont’d)

R. The Contractor shall reinstate all of the existing active service connections in each length of sewer immediately following the cure of the liner. Reinstall active service connections from inside the sewer by means of a remote controlled, CCTV assisted cutting device appropriate for the liner material and the rehabilitated sewer pipe. Each active service connection shall be cut completely open and shall have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream. If the service connection cannot be fully reinstated due to time constraints, open each service connection to a minimum of 75% before the end of each working day. Debris from reinstating service connections shall be removed prior to placing newly lined pipe into service. The Contractor shall not reinstall capped or inactive lateral connections. Notify the Owner or Engineer of locations of inactive service connections.

S. During the course of the work the Contractor shall take reasonable care not to disturb areas outside the limits of work. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the Owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the work.

4. QUALITY CONTROL

A. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approval of the Owner or Engineer.

B. All liner to be installed under this work may be inspected at the manufacturer plant(s) and wet-out facility for compliance with these specifications by the Owner or Engineer. The Contractor shall require the wet-out facility’s cooperation in these inspections. The cost of inspection will be the responsibility of the Owner.

C. At the time of manufacture, each lot of liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

D. The liner manufacturer shall have a Quality Management System registered with ISO 9001:2008 at a minimum.

E. Products used in the work of the project shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal wastewater systems and with a history of successful production acceptable to the Owner or Engineer.

F. The installing Contractor shall be currently licensed or certified by the cured-in-place lining system manufacturer and shall have demonstrated competency and successful experience in the installation of cured-in-place lining systems in municipal wastewater systems and storm drain pipes. The Contractor shall also be familiar with the specified requirements and the methods needed for proper performance of the work of the project.
MINIMUM SPECIFICATIONS (cont’d)

G. The Contractor shall submit evidence acceptable to the Owner or Engineer, such as a certified copy of a license or agreement, that it has the authority to use and/or install the liner product.

H. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

I. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed or repaired by the Contractor. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section. Methods of repair shall be proposed by the Contractor and submitted to the Owner or Engineer for review.

J. Quality Control Tests

1. The Contractor shall provide samples for testing, in accordance with ASTM F1216, to the Owner or Engineer from the actual installed CIPPL. Samples shall be provided from each section of CIPPL installed or as required by the Owner or Engineer. The samples for diameters of CIPPL less than eighteen (18) inches shall be restrained samples. The sample shall be cut from a section of liner from the same portion to be installed in the ground that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink. The sample shall be cured under similar conditions as those of the liner installed in the ground. On diameters of CIPPL eighteen (18) inches and larger, the Owner or Engineer may, at its discretion, require plate samples cured with the CIPPL or designate a location in the newly installed CIPPL where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturer’s recommended procedures. All samples shall be labeled in waterproof, indelible ink with the contract number, date of installation, street location, segment number(s), and specified thickness. The samples shall be delivered to Owner or Engineer. The sample testing shall be performed at the Owner’s expense by an independent third party laboratory selected by the Owner or Engineer, based on recommendations by the CIPPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified.

5. CIPPL ACCEPTANCE

A. Acceptance of the CIPPL shall be based on the Owner or Engineer’s evaluation of the resin impregnation quality control reports, curing logs, post-construction inspection video, and laboratory test results for the installed pipe samples, which shall demonstrate:

1. Compliance with the required CIPPL physical properties and thickness.
2. Observed groundwater infiltration of the liner is zero.
3. All active service connections are open and clear.
MINIMUM SPECIFICATIONS (cont’d)

4. There is no evidence of excessive wrinkles, splits, cracks, breaks, lifts, kinks, scalds, blisters, delaminations, crazing or other defects in the liner.

B. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe to the satisfaction of the Owner or Engineer, at no additional cost to the Owner. The Contractor shall be responsible for costs of additional testing required to confirm compliance with these requirements. Obtain approval of the Owner or Engineer for method of repair, which may require field or workshop demonstration.

C. All CIPPL sample testing and repairs to the installed CIPPL, as applicable, shall be completed before final acceptance, meeting the requirements of the project specifications.

6. WARRANTY

A. All lining work shall be fully guaranteed by the Contractor for a period of three (3) years from the date of final acceptance unless otherwise stipulated in writing by the Owner or the date of conditional acceptance. During this period, any defects discovered by the Owner or Engineer shall be repaired or replaced by the Contractor as recommended by the manufacturer in a satisfactory manner and at no cost to the Owner. In addition to the warranty inspection specified, the Owner or Engineer may conduct independent CCTY inspections, at its own expense, of the lining work at any time prior to the completion of the guarantee period.

B. Warranty Inspection

1. Contractor shall provide, upon request by the Owner or Engineer, a CCTV inspection approximately one (1) year after completion of CIPPL work showing all completed work. Actual period for inspection shall be determined by the Owner or Engineer and will ideally be conducted during high groundwater conditions. Contractor will be provided with a minimum notice of sixty (60) days prior to period of inspection. Inspections shall be conducted in the presence of the Owner or Engineer.

7. REFERENCE STANDARDS

A. All references to codes and standards shall be to the latest revised version. Comply with applicable provisions and recommendations of the following:

1. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents


4. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by Displacement
MINIMUM SPECIFICATIONS (cont'd)

5. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings


7. ASTM D3567 - Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

8. ASTM D3681 - Standard Test Method for Chemical Resistance of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe in a Deflected Condition


10. ASTM F1 216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

11. ASTM F1 743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull in and Inflate and Curing of a Resin-Impregnated Tube

12. ASTM F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

13. ASTM F2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

14. NASSCO SPECIFICATIONS
   "Performance Specification Guideline for the Installation of Cured-In-Place-Pipe", 2nd Edition, dated June 2011 or most recent version

15. NEW YORK STATE DEPARTMENT OF TRANSPORTATION "Standard Specifications - Construction and Materials", dated May 1, 2008, including all addenda issued thereafter unless otherwise specified

16. ISO 178 - Determination of Flexural Properties

17. DIN 761 - Glass Reinforced thermosetting plastics (GRP) pipes

18. DIN EN 13566-4 - Plastics Piping Systems for Renovation of Underground Non-Pressure Drainage and Sewerage Networks

**BID FORM & CERTIFICATION**

Exhibit #2  
County of Onondaga  
Executive Department - Division of Purchase  
John H. Mulroy Civic Center, 13th floor  
421 Montgomery Street  
Syracuse, New York 13202-2989  
Phone (315) 435-3458 - Fax (315) 435-3424  

Bid Reference: BID0010394

| Procurement Description: Cured In-Place Pipe Lining | Date of Bid Release: 04/16/2020 at 11:00 AM | Bidder: PUBLIC EVENT DETAILS Submit To:  
Onondaga County  
DIV OF PURCHASE  
John H Mulroy Civic Center, 13th Floor  
421 Montgomery Street  
Syracuse NY 13202  
United States  
Contact: Stephanie Cunningham  
Email: stephaniecunningham@ongov.net |
|---|---|---|
| Deadline for Submission of Questions: April 29, 2020 | Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM | Is a Bid Security Required?  
No  
Pre-Bid Meeting: No |
| If a Bid Security Required, the amount of such bond is as follows: N/A | Is a Performance Security Required?  
Yes |
| PRC Number Yes  
PRC Number: 2020004097 | If a Performance Security is required, the amount of such bond is as follows: $500,000.00 |

Event Currency: US Dollar  
Bids allowed in other currency: No

Due to COVID-19, it is requested that bids are submitted via postal delivery, and that bid openings are viewed online at www.ongov.net/purchase/.
# PRICING PAGES

**CURED - IN - PLACE PIPE LINING**  
Itemized Bid Sheet

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UV CURE UNIT PRICE</th>
<th>HEAT CURED UNIT PRICE</th>
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<tbody>
<tr>
<td>1A</td>
<td>Provide temporary bypass pumping system for 6&quot; to 12&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
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<tr>
<td>1B</td>
<td>Provide temporary bypass pumping system for 15&quot; to 24&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
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<tr>
<td>1C</td>
<td>Provide temporary bypass pumping system for 30&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
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<tr>
<td>1D</td>
<td>Provide temporary bypass pumping system for 36&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
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<tr>
<td>1E</td>
<td>Provide temporary bypass pumping system for 42&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
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<tr>
<td>2A</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
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<tr>
<td>2B</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
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<tr>
<td>2C</td>
<td>Provide new 6&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
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<td>3A</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
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<tr>
<td>3B</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
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<tr>
<td>3C</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>4A</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
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<td>4B</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>4C</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>5A</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<tr>
<td>5B</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>5C</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>6A</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>6B</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>6C</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>7A</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>7B</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>7C</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>8A</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>8B</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>8C</td>
<td>Provide new 24&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>9A</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<tr>
<td>9B</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>Item</td>
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<td>9C</td>
<td>Provide new 30&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>10A</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>10B</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>10C</td>
<td>Provide new 36&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>11A</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<tr>
<td>11B</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<tr>
<td>11C</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>12A</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>12B</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>12C</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>13A</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<tr>
<td>13B</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<tr>
<td>13C</td>
<td>Provide new 60&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
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<td>14A</td>
<td>Provide new 72&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
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<td>14B</td>
<td>Provide new 72&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
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<td>Item</td>
<td>Description</td>
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<td>14C</td>
<td>Provide new 72&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
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<td>15</td>
<td>Provide service cuts for all existing laterals, tie-ins and connections as specified</td>
<td>Each</td>
<td></td>
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<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
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<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
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<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>LF</td>
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<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>LF</td>
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<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
<td>LF</td>
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<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
<td>LF</td>
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<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>23</td>
<td>Perform Heavy Cleaning of 72&quot; Sewers</td>
<td>LF</td>
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<td></td>
<td><strong>GRAND TOTAL ITEMS 1 – 23:</strong></td>
<td><strong>XX</strong></td>
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</tbody>
</table>

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

1. Spot repairs in areas that cannot be lined using conventional methods or require excavation.

2. Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining Items shall include light cleaning and pre/post CCTV inspection, as specified

Please specify heat cure method to be utilized ________________________________
PROPOSAL, CERTIFICATIONS AND SIGNATURE:

TO: Director of Purchasing, Onondaga County Division of Purchase, 421 Montgomery St., Syracuse, NY 13202.

Addenda Acknowledgment:

The following addenda have been received, reviewed and are included in this bid:

<table>
<thead>
<tr>
<th>Addenda #</th>
<th>Addendum Date</th>
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<tbody>
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</table>

I agree to provide all the material, equipment, labor and/or services to the County of Onondaga and/or its political subdivisions for the amount(s) set forth in this Bid, all in accordance with the requirements of the Instructions to Bidders and the documents referred to therein.

I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to all the terms and conditions set forth in the Bid Packet/Instructions to Bidders and all the documents referred to therein.

I have signed and included the following Certifications with this Bid:

- Non-Collusion Certification
- No Conflict of Interest or Detrimental Effect Certification
- Iranian Divestment Certification
- Prevention of Sexual Harassment Certification

I make this bid on behalf of the Company identified below and am authorized to make this commitment.

Firm Name: ______________________________

By: ______________________________

Signature

Printed Name: ______________________________

Title: ______________________________

STAMP ITEMNUMBER
Contact person: ____________________________

Address: ________________________________

Phone: ________________________________

Fax Number: ____________________________

Feceral ID Number: ______________________

Purchase Order Address (if different than above):
______________________________

Ordering Email: __________________________

Bid Email: ______________________________

Note: Vendors MUST provide a properly completed IRS Form W-9 with their bid.

This page must be signed and returned along with additional required Certifications.
# Contract Pricing Sheet

Exhibit A  
County of Onondaga  
Executive Department - Division of Purchase  
John H. Mulroy Civic Center, 13th floor  
421 Montgomery Street  
Syracuse, New York 13202-2989  
Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

| Procurement Description: Cured In-Place Pipe Lining | Date of Bid Release: 04/16/2020 at 11:00 AM | Bidder: PUBLIC EVENT DETAILS  
Submit To:  
Onondaga County  
DIV OF PURCHASE  
John H Mulroy Civic Center, 13th Floor  
421 Montgomery Street  
Syracuse NY 13202  
United States  
Contact: Stephanie Cunningham  
Email: stephaniecunningham@ongov.net |
|---|---|---|
| **Deadline for Submission of Questions:**  
April 29, 2020 | **Bid Submission Deadline:**  
Date/Time: 05/07/2020 at 02:00 PM | **Is a Bid Security Required?**  
No | **Pre-Bid Meeting:** No |
| **If a Bid Security Required, the amount of such bond is as follows:**  
N/A | **Is a Performance Security Required?**  
Yes | **If a Performance Security is required, the amount of such bond is as follows:**  
$500,000.00 | **PRC Number:** Yes  
**PRC Number:** 2020004097 |

*PURCHASING INSERT CONTRACT PRICING DETERMINED AFTER BID OPENING SHEET HERE*
ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS

EXHIBIT B

REVISED OCTOBER 11, 2019

This document sets forth the standard terms and conditions intended to be incorporated into and made a part of agreements with Onondaga County ("County").

The Agreement incorporating this Exhibit "B" executed between the County and any party (such party herein referred to as "Contractor") coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Contractor of any of the obligations set forth elsewhere in the Contract Documents.

TERMINATION FOR CONVENIENCE

Upon five (5) days written notice, Onondaga County may, by written notice to Contractor, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Contractor shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Contractor's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;

2) Contractor maintaining documentation and produce such reports as may be required under this Agreement; and

3) Contractor defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.
In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Exhibit C, Contractor's Insurance Requirements, are incorporated herein by reference.

Contractor shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

Contractor and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.
Contractor shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Contractor, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement is not required to secure.

**INSPECTION, SAMPLES AND TESTING**

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.
Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

**DELIVERY & ACCEPTANCE**

**Time is of the essence:** Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

**Condition:** Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the contractor, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

**Acceptance:** Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.
**Charges & Fees:** Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

**PAYMENTS**

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.
Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.
If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County’s right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same.

Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

CONFIDENTIALITY

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Contractor’s failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

NY LABOR & PREVAILING WAGE LAWS

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable.

GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this Agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Contractor.

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Contractor and any such entity shall memorialize and provide in a separate written instrument
responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-c, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;

- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and

- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.
TAX EXEMPTION

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Contractor for incorporation into work pursuant to provisions of this Contract. Contractor shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Contractor) of any property taxes assessed on any leased property under this Order. Contractor is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Contractor's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Contractor's office supplies; Contractor's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Contractor for Contractor's use in performing contract and not incorporated into realty.

WARRANTIES

Contractor warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Contractor (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Contractor warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Contractor warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

SUPPLEMENTAL WARRANTY

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship, where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.
County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

PACKING

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Contractor shall pack, mark and prepare all shipments to meet the carrier's requirements, at Contractor's expense.

ASSISTANCE WITH FUNDING OBLIGATIONS

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

CLauses required by law

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

GOVERNING LAWS AND REGULATIONS

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:
Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

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

(1) The prices in this bid 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 or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected contractor will certify their intent to comply with County's storm water management program.

**SUSPENSION AND DEBARMENT**
Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

**REPORTING AND DOCUMENTATION**

Contractor shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Contractor's services. This point of contact does not have authority to bind the County.

Contractor shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

**NOTICE TO PROCEED -- USE OF PURCHASE ORDERS**

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Contractor for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.
PAYMENT AND PERFORMANCE BONDS

The Contractor shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best’s rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Contractor shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the contractor intends to increase its pricing, the contractor must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

SUBSTITUTIONS FOR SPECIFIED EQUIPMENT or MATERIALS

Use of Brand Names, Model Numbers or other References: References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

SAFETY DATA SHEETS:

Safety Data Sheets must be provided for each item by each Bidder if requested.

ONONDAGA COUNTY: CONTRACTOR'S INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "B," executed between the Onondaga County ("County") and any party (such party herein referred to as "Contractor") shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to "this Agreement" shall mean the agreement which incorporates this Exhibit "B".

INSURANCE

The insurance required within this section shall be obtained by Contractor from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Contractor as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Contractor shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

Contractor shall always obtain and maintain during the term of this agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration
of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

Workers Compensation

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Limit</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Products/Completed Operations Limit</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Personal Injury &amp; Advertising Injury Limit</td>
<td>$1,000,000 each person Or organization</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 applicable on a Per project basis</td>
</tr>
</tbody>
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- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insured Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured contractor. It shall apply as Primary and Noncontributory insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
- Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Contractor or an employee of a sub-contractor hired by the Contractor if it occurs in the course of employment.

Automobile Liability

Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of $1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

Umbrella or Excess Liability
Umbrella or Excess liability insurance with a limit of $1,000,000.00 per occurrence and a general aggregate of $1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Contractor.

If Contractor fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

Waiver of Subrogation - Contractor waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Contractor shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Contractor regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Contractor, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.
PREVENTION OF SEXUAL HARASSMENT CERTIFICATION

New York State Labor Law §201-g requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees.

Consistent with the requirements of NY Finance Law §139-L, this bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification; provided, however, that if a bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

******

Under penalty of perjury, by signing below, I submit this bid on behalf of the below named Firm, and certify that said Firm has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: ___________________________ Date: _______________________________

Signature of Authorized Person: ____________________________________________

Printed Name and Title of Authorized Person: _________________________________

BID PROPOSAL

BID TITLE: Cured In-Place Pipe Lining

BID NUMBER: # BID0010394
Non-Collusive Bidding Certification

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

(1) The prices in this bid 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 or with any competitor;

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

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

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Bidder's Name

By: __________________________
Signature

Print Name: ____________________
Title: _________________________
CERTIFICATION OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the County of Onondaga.

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

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

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

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

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

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

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

7. No former officer or employee of the County who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the County, has played a role with regard to the administration of this contract procurement in a manner that may violate applicable Ethics Laws; and

8. The Firm has not and shall not offer to any employee, member or director of the County any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this solicitation should note that the County recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The County will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.
I hereby affirm under the penalties of perjury that the foregoing statement is true.

Bidder's Name

By: ____________________________
Signature

Print Name: ____________________________

Title: ____________________________
IRANIAN DIVESTMENT CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each bidder is not on the list created pursuant to NY State Finance Law §165-a(3)(b) (https://ogs.ny.gov/iran-divestment-act-2012).

Each bidder and each person signing on behalf of any bidder further certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder:

(a) Does not provide goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND

(b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

Under penalty of perjury, by signing below, I the above certification on behalf of the below named Firm. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: ________________________________ Date: ________________________________

Signature of Authorized Person:

__________________________________________

Printed Name and Title of Authorized Person: ____________________________________________
Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  
☑ Individual/Sole proprietor  ☐ Corporation  ☐ Partnership  ☐ Exempt  ☐ Payee

Other (see instructions) +

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. An individual is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Of

Employer identification number

Part II Certification

Under penalties of perjury, I certify that

☐ I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

☐ I am a U.S. citizen or other U.S. person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your income tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification.

Sign Here

Date

Signature of U.S. person

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain his correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payer. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from s a U.S. trade or business is not subject to the withholding tax on foreign persons' allocable share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

☐ An individual who is a U.S. citizen or U.S. resident alien.

☐ A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.

☐ An estate (other than a foreign estate), or

☐ A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

☐ The U.S. owner of a disregarded entity and not the entity.
If you are a nonresident alien or a foreign entity not subject to backup withholding, you may complete Form W-8, the appropriate Form W-9, or any other Form W-8 that includes the information described above to support that exemption.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain penalties and payments are incurred from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions
Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage, you may enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose name you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business" name line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "S" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business" name line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business" name line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual, sole proprietor, corporation, etc.).

Exempt Payee
If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.
Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner’s SSN or EIN. If the owner has one. Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note: See the chart on page 4 for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssn.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requestor before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requestor.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign the withholding agent even if it is not required otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in the spaces below.

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requestor, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account: Give name and SSN or EIN of:

1. Individual The individual

2. Two or more individuals (joint account) The actual owner of the account or, if combined funds, the first individual on the account

3. Custodian account of a minor (Uniform Gifts to Minors Act) The minor

4. a. The usual revocable savings trust (grantor is also trustee) The grantor-trustee

b. So-called trust account that is not a legal or valid trust under state law The actual owner

5. Sole proprietorship or disregarded entity owned by an individual The owner

For this type of account: Give name and EIN or:

6. Disregarded entity not owned by an individual The owner

7. A valid trust, estate, or pension trust Legal entity

8. Corporate or LLC electing corporate status on Form 8832 The corporation

9. Association, club, religious, charitable, educational, or other tax-exempt organization The organization

10. Partnership or multi-member LLC The partnership

11. A broker or registered nominee The public entity

12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or political subdivision) that receives agricultural program payments

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TYT/TTY 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate businesses and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT (438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6103 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, or certain other income paid by you, mortgage interest paid you, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS also provides that information in the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal, state, and local taxes, to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payee must generally withhold 28% of taxable interest, dividend, and certain other payments to a payer who does not give a TIN to a payer. Certain penalties may also apply.
INFORMATION FOR BIDDERS
SECTION 3 – ONONDAGA COUNTY MBE/WBE AND MINORITY WORKFORCE REQUIREMENTS

Minority/Women Business Enterprise Utilization and Workforce Participation Requirements

Onondaga County fosters opportunities for utilizing firms certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) (collectively "M/WBE") in the performance of all contracts funded by Onondaga County or eligible to receive grant funding from New York State or the Federal government.

Further, Onondaga County promotes a diverse workforce among its vendors, including employees of all contractors and subcontractors, providing additional opportunities for minority and women participation in contracts.

The following goals for M/WBE Utilization and Workforce Participation (EEO) have been established for this project:

M/WBE Utilization Goal (as a minimum % of total $ value of work):
18% MBE
12% WBE
30% Combined MBE/WBE

Minority/Women Workforce Participation Goal (as a % of total workforce hours)
18% Minority
12% Women
30% Combined Minority/Women Workforce

The Division of Purchase is available for consultation with prime contractors and their designated points of contact regarding the requirements for the development of M/WBE Utilization and Workforce Participation programs.

Questions or concerns related to such programs should be directed to:

Herman Howard
Contract Compliance Officer
Onondaga County Division of Purchase
421 Montgomery Street
13th Floor Civic Center
Syracuse, NY 13202
Phone: (315) 435-8462
Fax: (315) 435-3424
herman.howard@ongov.net

1. M/WBE Utilization – Submission of Utilization Plan at Time of Bid

Each bidder shall submit with his/her bid a document entitled: "M/WBE Utilization Plan," demonstrating the way in which such bidder intends to use firms certified as MBEs and WBEs, using a format as included herein below and using forms to be found within Appendix A.

Failure to submit the M/WBE Utilization Plan shall render the bid non-responsive, and the bidder shall be disqualified.
The M/WBE Utilization Plan shall indicate the Bid Number, include a description of the scope of work, and provide an estimated value of each portion of the contract work the bidder plans to subcontract to MBE and WBE firms. The dollar value of contracts to such M/WBE firms should be greater than or equal to the percentage value of the stated goal for each respective firm category compared to the total dollar value of the work.

The M/WBE Utilization Plan shall provide details regarding your firm's good faith plan to achieve the County's stated goals.

Documentation must include:

A written utilization plan to provide for the employment of qualified MBE/WBE firms (Form A – Consultant Contractor Detailed MBE-WBE and EEO Utilization Plan).

A written utilization plan to provide for the employment of minorities and women (Form B – Contractor's Minority & Women Workforce Utilization Plan).

No contract will be awarded until and unless the bidder demonstrates a plan likely to result in the bidder having a program aimed at meeting the percentage goals, with such plan approved by the County upon a determination that such plan is appropriate and showing that the goals are reasonably capable of being met. Once the contract is awarded, the successful bidder is contractually bound to the provisions of this section regarding M/WBE Utilization and Workforce Participation (EEO). The County may reject any bid submittal as incomplete or nonresponsive in the event that a bidder fails to submit an approvable plan.

After a contract is awarded, the plan will be implemented in accordance with the Rules and Regulations of the Division of Purchase.

The approved plan will become part of the final contract.

Failure to comply with either the plan or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure to comply with either the plan or the Rules and Regulations may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Upon contract signing, the contractor will be required to submit copies of executed contracts and purchase orders with MBE/WBE firms within 30 days of contract execution. The M/WBE Monthly Utilization Report (Form G – M/WBE Monthly Report), the Monthly Employment Utilization Report (Form I – Monthly Employment Utilization Report and Instructions), certified payroll (every two (2) weeks via LCPtracker) and copies of canceled checks issued to M/WBE subcontractors and suppliers must be submitted with Form G and the monthly application for payments. Failure to submit the required forms could result in delays in processing payments. Failure to submit the required forms could result in delays in processing payments. The Form I is available via LCPtracker. Please contact the compliance unit with any questions at 315-435-3458.

The Division of Purchase maintains a listing of M/WBE firms and also provides advice and assistance to bidders and potential bidders seeking construction contracts with Onondaga County.

Summary of Forms to be submitted at time of Bid Submittal (Included in Appendix A, except as otherwise noted):

- M/WBE Utilization Plan, which consists of Form A and Form B.
- Form A – Consultant Contractor Detailed MBE-WBE and EEO Utilization Plan (**see also Form F below**)
- Form B – Contractor's Minority & Women Workforce Utilization Plan (including Minority and Women Workforce Utilization Plan Detailed Workforce Listing, Form B1)
Upon the signing of a contract resulting from this solicitation, the contractor must submit the following to the Contract Compliance Officer:

- Form D – Minority Women Contractors Participation Letter of Intent
- Form H – Employment Information Report HR-1

All forms must be submitted on a monthly basis (unless otherwise noted):

- Form G – MBE/WBE Monthly Report – due monthly with each payment request
- Form I – Monthly Employment Utilization Report and Instructions – due monthly via LC‘Tracker
- Certified Payroll – due every two (2) weeks via LC’Tracker starting two (2) weeks from Notice to Proceed date
- MBE/WBE Canceled Checks (previous month) – due monthly with each payment request
- Signed Contracts/Purchase Orders with MBE/WBE Firms – 30 days after contract signing

The contractor should utilize the forms or format below to demonstrate good faith effort:

- Form C – Contractor Bid Solicitation Letter (should be sent to M/WBEs a minimum of 20 days prior to bid)
- Form E – MBE_WBE Contractor Bid Proposal (should be returned by M/WBE a minimum of five (5) days in advance of receipt of bid)
- Form F – Minority Women Contractor Unavailability Certificate (due upon request – use one form for each MWBE)

For documenting compliance with the M/WBE Utilization and Workforce Participation (EEO) Goals, contractors (and subcontractors) are required to electronically submit certified payrolls and supporting workforce documentation using LC’Tracker (https://www.lctracker.com). B2Gnow (ongov.diversitysoftware.com) is the supplier diversity management system for monitoring business utilization. These are free, secure, web-based compliance programs that include training and support. Various programs for payroll and accounting are capable of interfacing with these programs for upload of data.

By submitting a bid, you agree to be bound by the M/WBE Utilization and Workforce Participation (EEO) reporting requirements stated herein.

All such required forms listed above within this Section 1 are incorporated within and made a part of this Agreement and are available at the Onondaga County Division of Purchase website (ongov.net/purchase) and within the Supplier Portal, where such may be updated and revised from time to time. The exception is Form I, which is available through LC’Tracker directly.

2. Notes on M/WBE Utilization

MBE/WBE Utilization Goal: In administering the goals set forth above, the County requires utilization of certified M/WBEs.

Such certification shall be through the New York State Statewide Certification Program. Firms currently seeking certification (having a pending application on file with the Empire State Development Corporation), may be considered pending a satisfactory desk review of such application by the County. Lists of certified M/WBE firms shall be made available at the County’s offices. The County of Onondaga does not certify firms. Certification by other agencies or governments will not be acceptable for compliance with the County of Onondaga’s M/WBE program.
Subcontractors: The goals established for this project can be achieved by M/WBE participation as subcontractors, lower tier subcontractors, or suppliers subject to the conditions as noted below; provided the M/WBE firm provides a commercially useful function as defined herein.

Supply Policy: Suppliers shall receive 60 percent (60%) credit if they only provide supplies, and do not manufacture or fabricate them. A “supplier” is a business that distributes materials or equipment and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied.

Notification of M/WBEs by County of Onondaga: You are advised that the County Contract Compliance Officer has provided potentially interested local M/WBEs with a copy of the notice to contractors published for this contract, together with a supplementary information form describing the project and its major components in more detail. Therefore, local potentially interested M/WBEs are aware that bids for this contract are being solicited.

You are advised that notification of potentially interested M/WBEs by the County of Onondaga does not constitute as verification of the respective certification status of such firms. Although the County of Onondaga reasonably seeks to maintain updated lists, you remain responsible to check the status of each potentially interested M/WBEs under the Statewide Certification Program.

Contact Empire State Development, Division of Minority and Women Business Development (518) 292-5250 (Albany) or (212) 803-2414 (New York City) to confirm current State Certification status and/or visit www.esd.ny.gov/MWBE.html.

Pre-Bid Meeting: A meeting will be scheduled prior to the bid opening to discuss the project and review contract requirements with all prospective bidders. This review will describe the County’s bid procedures including requirements pertaining to the M/WBE program and minority and women workforce participation.

Bidder’s Responsibilities: Good Faith Effort: You are responsible to follow the procedures and requirements contained in this section of the solicitation. Further, you are responsible for segmenting portions of the contract for award to qualified bona fide M/WBE contractors and vendors as necessary in order to achieve the M/WBE utilization goal stated above.

In soliciting proposals from M/WBEs for participation on this contract, you are responsible, as part of the good faith effort toward achieving the M/WBE utilization goal, to ensure that M/WBE firms have been given every opportunity to submit timely and competitive proposals. The aforementioned can be achieved by the following actions.

- Making plans and specifications available to prospective M/WBEs in sufficient time to allow appropriate review for the purpose of submitting a responsible proposal.

- Utilizing the qualified M/WBEs on the list of certified firms maintained by the County Division of Purchase and/or the Empire State Development agency for the purpose of soliciting bids for sub-contracts.

- Maintaining records, including detailed telephone logs, detailing the efforts made to involve M/WBEs, including the names and addresses of M/WBEs that were contacted, and if not selected, reasons for such decisions.

- Making contact with minority and women subcontractors through newspaper ads in minority owned and traditional newspapers, letters to minority and women contracting associations, and letters to minority and women subcontractors (certified, return receipt requested).

If you demonstrate the conduct of good faith efforts toward achieving the M/WBE utilization goal, but you were unable to achieve such goals, the County may, at its sole discretion, proceed to award a contract.

Demonstration of your good faith efforts shall include submission of a copy of the bidder's original worksheet for subcontractor bids received prior to the bid date for the contract which stipulates company, date, proposed bid amount, work to be performed, and submitting officer for the subcontracting company.
Further, you should show attempts to solicit proposals from all M/WBEs in the Central New York area available to do the work. M/WBE firms shall be given the same specifications and conditions for such work as non M/WBE firms. You should utilize negotiation to reach an acceptable price. A declaration that M/WBEs did not provide competitive pricing without attempts at negotiation shall not be considered good faith efforts toward achieving the M/WBE utilization goals.

If you fail to meet the M/WBE goal by using your firm's usual, you should modify solicitation and price negotiation procedures and/or implement negotiating procedures recommended by the County's Contract Compliance Office.

In compiling your bid, it remains your responsibility to insure the M/WBE firms to be utilized on this contract are capable of satisfactorily performing the subcontracted work and of complying with all applicable provisions of the contract documents.

You will be expected to provide all support, assistance and supervision necessary to assure satisfactory performance of M/WBE's work and completion of the project in accordance with the contract documents.

In the event the bidder intends to utilize an M/WBE inexperienced in the type of work to be subcontracted to it, the bidder shall notify the County Contract Compliance Officer in order to secure his/her prior approval.

If you have reason to believe that the price quoted by an M/WBE is deficient in some manner, you shall not knowingly enter into a subcontract for work. Such deficiencies could arise from estimates of the cost of material, cost of labor, insurance and minimum margin of profit on this project.

You are responsible for proposing and utilizing M/WBE firms for a commercially useful function on the project.

Commercially Useful Function: The M/WBE program is intended to increase the utilization of M/WBEs on construction projects and to provide an opportunity for such firms (whether new or existing) to develop experience and business acumen. "Sham" or "brokering" operations are not permitted. No credit will be given for an MBE or WBE acting merely as a passive conduit of funds to a non-M/WBE.

To this end, M/WBE firms utilized in compliance with this program must provide a "commercially useful function" on the project, where such is defined as providing goods and/or services which make a tangible contribution to the completion of the project in a manner consistent with the standard business and construction industry practices and which involves or requires substantial responsibility on the part of the provider of the goods or services.

The County Contract Compliance Officer will evaluate the performance of the conditions under which M/WBEs are providing a commercially useful function. This evaluation will be based upon on-site observations and documentation which shall be submitted by the M/WBE and/or the contractor, as requested by the Contract Compliance Officer.

Among the factors to be evaluated are that the M/WBE made the necessary administrative and technical preparations to provide the indicated goods or services, and possess the technical, administrative, managerial and supervisory capability and the resources to provide the indicated goods or services, including necessary labor, material and equipment, or the means of obtaining same in accordance with standard industry practices. The determination of commercially useful function will also include an evaluation of the M/WBE's independence and responsibility for satisfactorily and successfully providing the indicated goods or services and whether or not the M/WBE will gain meaningful experience in the course of providing the indicated goods and services.

Post Bid Meeting: A post bid meeting may be scheduled by the Construction Project Manager, a few days after the bid opening date to review bid and contract requirements with the apparent low bidder. If you are selected as such bidder, you should be prepared to discuss the M/WBE Utilization Plan submitted with the bid at this meeting. After this meeting, in the event that any deficiencies are noted within your submitted M/WBE Utilization Plan, you will have seven (7) days from the date of the Letter of Intent to submit a corrected MBE/WBE Utilization Plan, together with such other materials deemed necessary by the Contract Compliance Officer.
Each of the M/WBE firms listed on the M/WBE Utilization Plan form will be contacted by the Contract Compliance Officer to verify that such firms are aware of their intended utilization on the contract, for the indicated work, for the indicated amount, and to ascertain that the MBE/WBE will be performing a commercially useful function on the project.

Any proposed changes must have the prior approval of the County Contract Compliance Officer. An amended Utilization Plan shall be prepared by the Contractor and submitted to the County Contract Compliance Officer upon County approval of any proposed changes.

Contract Compliance: You shall designate an officer or principal within your firm to keep the company informed of all County and State requirements pertaining to the M/WBE program and to compile, maintain, and submit all required documentation.

As soon as possible after contract execution, you shall submit to the County Contract Compliance Officer one (1) fully executed copy of each subcontract and/or purchase order involving an M/WBE. These documents shall clearly indicate the nature and scope of work to be performed by the M/WBE, designate the respective responsibilities of your firm and each M/WBE for providing the labor, equipment and materials, establish the amounts to be paid and retained, the schedule or method of payments, establish actual or projected starting and completion dates for the M/WBE's work, and clearly state any and all other forms and conditions agreed to by the contractor and M/WBE necessary for the proper conduct of business.

Such submitted subcontract information shall obtain all agreements, both verbal and written, between your firm and the M/WBE, and no other agreement shall exist, either expressed or implied, between the parties. The County's Contract Compliance Officer shall be informed in writing, with the appropriate supporting documentation, of any changes, additions and/or deletions to the executed MBE/WBE subcontracts.

The contractor will be required to submit to the Contract Compliance Officer, on a monthly basis, the minority and women business enterprise utilization report (Form G) supplying all the information requested thereon.

The County reserves the right to re-evaluate the utilization of M/WBEs during the course of the project to ascertain that the M/WBE's status and conditions of utilization on the contract remain as originally presented.

3. Promoting Diversity in the Workforce (EEO)

Minority and Women Workforce Goal. The County requires its contractors and their subcontractors to promote a diverse workforce, increasing opportunities for "minority/female workforce participation," where such term shall mean the aggregate number of person hours worked by minorities/females (including supervisory personnel) with respect to any work in connection with this agreement.

For purposes of this goal, "Minority" shall mean:

1. Black persons having origins in any of the Black African racial groups not of Hispanic Origin;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
3. Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
4. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
The minority/female workforce participation percentages shall be determined by dividing the minority/female workforce participation by the "total workforce participation," where such term shall mean the aggregate number of person hours worked (including training) by all workers in the building trades (including supervisory personnel) performing work pursuant to this contract.

The specific goal for each skilled and unskilled building trade shall be no less than eighteen percent (18%) minority and no less than twelve percent (12%) female, and in any event, no less than thirty percent (30%).

**Bidder Responsibilities:** You should review the workforce requirements of this project and be prepared to demonstrate an intent to comply with this requirement.

The County's Contract Compliance Office shall review the anticipated workforce participation within your firm, as documented by your submissions, and determine whether your bid is responsive to the goals of this project.

You shall complete the HRC-1 Form (Form II) and the contractor's Workforce Utilization Plan (Form B), submitting such documents with your bid.

The Workforce Participation Plan shall indicate what positions will be allocated to minorities and females in compliance with the percentage goals of this contract. This Form shall be submitted prior to or no later than the date indicated on the Letter of Intent. The County may, at its sole discretion, waive this requirement in whole or in part if, after evaluation of the contract, it is found to be not conducive to providing employment opportunities to the extent required. Contractors may seek consideration of a reduction in the goal after all reporting requirement have been satisfied.

4. **Non-Discrimination Requirements**

The Contractor shall include all of the following paragraphs (1) through (5) with respect to the performance of its agreement with the County ("Owner" for purposes of this subsection), in every subcontract it enters into for labor, services, supplies or equipment in such a manner that such provisions shall be binding upon all parties with whom such agreements are entered into:

1. Contractor shall not discriminate against an employee; or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall undertake programs of affirmative action to ensure that such employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, rates of pay or other form of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. If the Contractor is directed by the Owner or State Agency, contractor shall request each employment agency, labor union and authorized representation of workers with which it has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, ancestry, sex, age, disability or marital status and that such union or representatives shall affirmatively cooperate in the implementation of contractor's obligation hereunder.

3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall be afforded equal opportunity without discrimination because of race, creed, color, national origin, ancestry, sex, age, disability or marital status.

4. Contractor shall comply with the provisions of the Civil Rights Law of the State, as outlined in Article 15A and Section 291-299 of the Executive Law of New York State. Chapter 198, Laws of New York State, Executive Order was 11246, 11375, 11114, 11925 and Chapter 1, of Title 40CFR part 8; shall furnish all information and reports deemed necessary by the Owner and New York State Agency, and shall permit access to its books, records, and accounts by the Owner and New York State Agency; and shall permit access to its books, records, and accounts by the Owner and New York State Agency having jurisdiction on this project for the purpose of monitoring compliance with these nondiscrimination clauses, Civil Rights Law and such sections of the Executive Law.
5. Contractor shall take such action in enforcing the foregoing provisions as the Owner and/or State Agency may direct, including sanctions and remedies for non-compliance. If Contractor becomes involved in or is threatened with litigation with any party as a result of such direction, contractor shall promptly notify the Owner and New York State Agency which has jurisdiction of such fact and, thereafter, such parties may interface in such action.

5. Non-compliance – Enforcement and Remedies

Failure to substantially comply with the M/WBE Utilization Plan, the M/WBE Workforce Participation (EEO) Goals, or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Such remedies may include the County’s withholding amounts of payment for work completed and/or materials otherwise due to the contractor (in whole or in part, depending on the nature and level of the deficiency), until such time as your firm demonstrates to the satisfaction of the County’s Contract Compliance Officer compliance with the M/WBE provisions contained herein. If, in the opinion of the County’s Contract Compliance Officer, your firm is failing to make timely and satisfactory progress toward resolving M/WBE noncompliance, the County may direct that work on the contract be stopped so that opportunities for additional M/WBE utilization will not be exhausted.

6. Waiver of Claims

Upon submitting a bid in response to this solicitation, you waive any and all claims for damages or extra costs or unrealized or lost revenue or profit or interest on monies withheld arising out of the County’s M/WBE program.

7. Contractor Obligations

In addition to the foregoing, you are specifically advised of the following obligations:

You are made aware that this work may be funded through grants, including, without limitation, those made through the NYSDEC Clean Water/Clean Air Bond Act; USEPA State, Tribal and Government (STAG) grant; U.S. Army Corps of Engineers; Empire State Development Corporation, and Dormitory Authority State of New York. Further, the County may arrange financing through government agencies, including, without limitation, the NYSEFC State Revolving Loan Fund. All contractors shall be responsible for cooperating with the County to reach compliance with all applicable requirements under such grants regarding utilization of minority and women business enterprises and equal employment opportunities by promoting diversity within the workforce. In the event that you do not cooperate, you are advised that the County may elect to pursue reimbursement from you in connection with costs and damages actually incurred by the County from the granting agency as a result of such non-cooperation, including, without limitation, fees, fines, penalties, and return of grant funds.

Contractors are advised that if you are either a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE), performing on County projects as a prime contractor, you will be credited for your certification only and only required to solicit subcontractors to fulfill the other MBE or WBE goals in connection with work awarded through this solicitation.

Contractors are advised that you are responsible for compliance with the M/WBE Utilization and Workforce Participation (EEO) goals. In the event that a local union either fails, or is unable, to refer qualified minority and female applicants in percentages equaling the goals as set forth herein, the Contractor may employ qualified minority or female applicants from any other available source.
# Form A
## Consultant/Contractor Detailed MBE/WBE and EEO Utilization Plan
### (Due at the Time of Bid)

<table>
<thead>
<tr>
<th>Consultant/Contractor Name:</th>
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<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
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<tr>
<td>Contract Name/Description:</td>
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<tr>
<td>Project Owner Name: (include department name):</td>
<td>Project Number:</td>
</tr>
<tr>
<td>Project Owner Address:</td>
<td>City:</td>
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<tr>
<td>Authorized Representative:</td>
<td>E-mail Address:</td>
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<tr>
<td>Authorized Certificate Signature:</td>
<td>Title:</td>
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### Projected M/WBE and EEO Contract Summary

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<thead>
<tr>
<th>%</th>
<th>Amount ($)</th>
<th>%</th>
<th># of Employees</th>
<th>Work Hours</th>
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</thead>
<tbody>
<tr>
<td>1. Total Dollar Value of the Prime Contract</td>
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<td>5. Total # of Employees/Work Hours</td>
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<tr>
<td>2. MBE Goal Applied to the Contract</td>
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<td>6. Total Goal for Minority Employees</td>
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<td>3. WBE Goal Applied to the Contract</td>
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<td>7. Total Goal for Female Employees</td>
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<tr>
<td>4. MBE/WBE Combined Totals</td>
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<td>8. EEO Workforce Combined Totals</td>
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### EFC Administrative Unit M/WBE Program Use Only

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<thead>
<tr>
<th>Proposed Goals</th>
<th>Date Approved</th>
<th>Date Disapproved</th>
<th>Initials</th>
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<tbody>
<tr>
<td>MBE (%)</td>
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<tr>
<td>WBE (%)</td>
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SECTION II - WBE INFORMATION:
In order to achieve the WBE Goals, New York State certified WOMEN-OWNED firms are expected to participate in the following manner:

<table>
<thead>
<tr>
<th>WBE Firm</th>
<th>Description of Work (WBE)</th>
<th>Project WBE Contract Amount and Award Date</th>
<th>Contract Schedule Start Date</th>
<th>Contract Completion Date</th>
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<th>WBE Firm</th>
<th>Description of Work (WBE)</th>
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### EEO INFORMATION:

In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories for the specified amount of work hours.

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<thead>
<tr>
<th>Job Categories</th>
<th>Officials/Managers</th>
<th>Professionals</th>
<th>Technicians</th>
<th>Sales Workers</th>
<th>Office/Clerical</th>
<th>Craftsmen</th>
<th>Laborers</th>
<th>Service/Workers</th>
<th>TOTALS</th>
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<tbody>
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**Note:** This table represents the breakdown of employment categories and hours according to the EEO requirements.
**FORM B**

**CONTRACTOR'S MINORITY & FEMALE WORKFORCE UTILIZATION PLAN**

**(DUE AT THE TIME OF BID)**

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<thead>
<tr>
<th>Company Name:</th>
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<table>
<thead>
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<table>
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<th>Company's Workforce Contact Person:</th>
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<th>Duration of Project:</th>
<th>From:</th>
<th>To:</th>
<th>Bid # (4 Digit #):</th>
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</table>

**Minority Workforce Goal: 18%**

**Female Workforce Goal: 12%**

**CONTRACTOR'S WORKFORCE ON PROJECT:**

<table>
<thead>
<tr>
<th>Positions</th>
<th># of Employees</th>
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<tbody>
<tr>
<td>Superintendents</td>
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<td>Foreman</td>
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<tr>
<td>Journeyman</td>
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<td>Apprentices</td>
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<tr>
<td>Laborers</td>
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<table>
<thead>
<tr>
<th>Other Positions (Specify):</th>
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<tr>
<th>Total Workforce</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Minorities Utilized in Workforce</th>
<th>Females Utilized in Workforce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Positions</td>
<td># of Employees</td>
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<tr>
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<tr>
<td>1</td>
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<td>4</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Percentage</th>
<th>Female Percentage</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Form B

Version Date: 11/2017
FORM B1
MINORITY AND FEMALE WORKFORCE UTILIZATION PLAN
DETAILED WORKFORCE LISTING

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Contract Name/ Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Address:</th>
<th>Bid Number</th>
<th>Date Filed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
<th>Telephone:</th>
<th>Contact E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Employee Name Address</th>
<th>Payroll ID #</th>
<th>Last 4 Digits of Social Security #</th>
<th>Position</th>
<th>Hourly Rate</th>
<th>Starting Date</th>
<th>Date Work Ends</th>
<th>Minority (M) or Female (F)</th>
<th>Position Filled (F) or Unfilled (U)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
FORM C

CONTRACTOR BID SOLICITATION LETTER
(Should be sent a minimum of 20 business days prior to the bid date)

Dear MBE/WBE:  

Re:  

We are the apparent low bidder on Contract #_________ which involves (_________) for the (_________) in (__________) New York. We are currently soliciting bid quotations or proposals from qualified MBE/WBE firms for any portions of the work contained in this contract. The Specialty item contained in this Contract includes the following:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUALITY</th>
<th>PROJECTED START DATE</th>
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<tbody>
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</table>

Workplans and specifications are currently available at our office for your review. If you are interested in participation on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal by no later than five (5) days from due date.

If you need additional information and assistance or need to review the workplans and specifications, please contact [Name] of our office at [Phone].

In the event that you cannot bid on this contract, please complete the attached Minority/Women Contractor Unavailability Form (Form F).

Thank you for your interest as we look forward to a successful project.

Sincerely,

[Signature]

or Print and Sign

STAMP_ITEMNUMBER
FORM D

MINORITY/WOMEN CONTRACTOR PARTICIPATION LETTER OF INTENT

Grantee: __________________________ Bid Number: ______
Address: __________________________ City: ______ State: ______ Zip Code: ______

Dear Grantee:

I, __________________________, intend to perform work for __________________________, located at __________________________, in connection with the above project.

Minority/Women Business Enterprise (MBE/WBE) status as MBE ( ) AND/OR WBE ( ).

Is certified as of __________________________.

II. __________________________ is prepared to perform the following:

<table>
<thead>
<tr>
<th>Describe work to be performed on the above project</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

You have projected __________________________ (commencement date) for such work to start.

_________________________ will sign a formal contract for the above work conditioned upon the approval of your executed contract with the grantees.

_________________________ MBE or WBE (circle one for either or and both for M/WBE) Consultant or Contractor (circle one)

Address, City, State and Zip Code

Phone Number Contact E-mail

Signature of MBE/WBE

Name & Title Date

Signature of Prime Contractor/Consultant

Name & Title Date
**FORM E**

**MBE/WBE CONTRACTOR BID PROPOSAL**

**SHOULD BE RETURNED TO THE PRIME A MINIMUM OF 5 DAYS IN ADVANCE OF THE BID**

To: [NAME OF PRIME BIDDER/CONTRACTOR]

[NAME OF FIRM] proposes to perform work as follows:

(Specify in detail the particular work items or parts to be performed thereof and associated dollar amounts):

<table>
<thead>
<tr>
<th>TYPE OF WORK</th>
<th>UNIT PRICE</th>
<th>QUANTITY</th>
<th>DOLLAR AMOUNT</th>
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<tbody>
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[NAME OF MBE/WBE CONTRACTOR] [SIGNATURE OF MBE/WBE CONTRACTOR] [DATE]
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE CONTRACTOR UNAVAILABILITY CERTIFICATION
DUE WITHIN 7 DAYS OF THE DATE OF THE LETTER OF INTENT (USE ONE FORM FOR EACH MWBE)

1. Consultant/Contractor Completes: Re:

I, ____________________________,
(principal of prime consultant/contractor) ____________________________,
(title) ____________________________, located at ____________________________,
(name of consultant’s/contractor’s firm) ____________________________,
(full address) ____________________________,
(full address cont’d) ____________________________,
(telephone number) ____________________________, and ____________________________,
(e-mail address) ____________________________.

CERTIFY THAT ON ________________ , THE FOLLOWING MINORITY-WOMEN-OWNED
BUSINESS ENTERPRISE CONTRACTOR WAS CONTACTED BY REGISTERED MAIL □ AND/OR
FAX □ AND/OR TELEPHONE □, AND/OR E-MAIL □ TO OBTAIN BIDS FOR WORK ITEMS
TO BE PERFORMED ON THE ____________________________ PROJECT, BID
NUMBER ____________________________.

Area(s) of work MBE □ WBE □ Or both □ Asked to bid on:

MBE/WBE Name & Name of Person Spoken To: ____________________________

Type of Work

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TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID MINORITY-WOMEN-OWNED BUSINESS
ENTERPRISE CONTRACTOR WAS UNAVAILABLE FOR WORK ON THIS PROJECT OR UNABLE TO
PREPARE A BID FOR THE FOLLOWING REASONS:

☐ Did not have the capability/capacity to perform the work
☐ Contract too small
☐ Location too remote
☐ Received solicitation notice too late
☐ Did not want to work for this contractor
☐ Other: ____________________________

Signature of Prime Consultant/Contractor: ____________________________
Name in Print & Title: ____________________________
Date: ____________________________

Stamp Item Number: ____________________________
ATTACHMENT G
(G FORM)

MONTHLY REPORT
County of Onondaga
Month of __________ Year __________

ENGINEER/CONTRACTOR'S MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) MONTHLY REPORT

The following information indicates the payment amounts made to the contractor by the County of Onondaga and payments made to NYS certified M/WBEs from the contractor on this project. The payments as shown made to them are in compliance with contract documents for the above referenced project:

ENGINEER/CONTRACTOR: ____________________________ CONTRACT NUMBER: ____________________________

ORIGINAL CONTRACT AMOUNT: ____________________________ REVISED CONTRACT AMOUNT (Including Change Orders): ____________________________ AMOUNT PAID TO ENGINEER/ CONTRACTOR THIS MONTH: ____________________________

MBE Goal/Amount: ____________ % = ____________________________ WBE Goal/Amount: ____________ % = ____________________________

<table>
<thead>
<tr>
<th>Subcontractor/Description of Services</th>
<th>Work Status This Report</th>
<th>Total Subcontractor Contract Amount</th>
<th>Payments This Month</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
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</thead>
<tbody>
<tr>
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<td>MBE</td>
<td>WBE</td>
<td>MBE</td>
<td>WBE</td>
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<td>Complete</td>
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</tbody>
</table>

TOTAL
% of TOTAL CONTRACT

Date: ____________ Signature: ____________ Print Name: ____________

STAMP ITEM NUMBER

Version Date: 1/2017
## FORM H
EMPLOYMENT INFORMATION REPORT HRC-1

### EQUAL EMPLOYMENT OPPORTUNITY

**Onondaga County Division of Purchase**
Attn: Herman Howard
John H. Mulroy Civic Center
421 Montgomery Street, 13th Floor
Syracuse, NY 13202
Phone: 315-435-3458; Fax: 315-435-3424

---

### SECTION A - COMPANY IDENTIFICATION

(To be answered by all respondents)

1. Report unit for which this report is filed. (If a combined report covering two or more units, please so indicate and identify the area covered by this report.)

<table>
<thead>
<tr>
<th>A</th>
<th>NAME OF REPORTING UNIT</th>
<th>PHONE</th>
<th>E-MAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<th>ADDRESS</th>
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<table>
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<tr>
<th>CITY</th>
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<tr>
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<th>ZIP CODE</th>
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</table>

### SECTION B - REPORTING UNIT INFORMATION

1. Number of Employees at Reporting Unit:

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>MINORITY GROUP EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL (Columns 2 &amp; 3)</td>
<td>MALE</td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives Semi-Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer Unskilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL EMPLOYEES from previous report (if any)</td>
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<td></td>
</tr>
</tbody>
</table>

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File Form H
Sheet Section A and B

Version Date: 11/2017

STAMP_ITEMNUMBER
SECTION C - REMARKS

Use this item to give any identification on data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units and other pertinent information.

Project Name: 

Bid # (4 digit number): 

SECTION D - SIGNATURE AND IDENTIFICATION
(To be answered by all respondents)

Name (Signature): 

Address (Number and Street): 

Date of Report: 

Name (Print): 

City: 

Phone (Include Area Code & Ext.): 

Title: 

State: 

Zip Code: 

E-mail: 

WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW
INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT - FORM I

The Monthly Employment Utilization Report is to be downloaded from the Custom Reports section via LCPtracker by each subject contractor (both Prime and Subcontractor) and uploaded via eDocuments by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor is responsible for submitting its subcontractors report, along with its own.

<table>
<thead>
<tr>
<th>Minority</th>
<th>Includes Black, Hispanics, American Indians, Alaskan Natives and Asian and Pacific Islanders, both men and women.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Current Goals</td>
<td>As stated Bid Conditions.</td>
</tr>
<tr>
<td>2. Reporting Period</td>
<td>From the first to the end of the month. Due on the 5th day of the following month.</td>
</tr>
<tr>
<td>3. Estimated Completion Date</td>
<td>Best possible estimation.</td>
</tr>
<tr>
<td>4. Percent of Job Completed</td>
<td>% project work contractor of subcontractor has completed.</td>
</tr>
<tr>
<td>5. Work Hours of Employment</td>
<td>The total number of male hours and the total (a-e) number of female hours worked by employees in each classification (b-e). The total number of male and the total number of female hours worked by each specified group of minority employees in each classification.</td>
</tr>
<tr>
<td>6. Minority Percentage</td>
<td>The percentage of total minority work hours of all work hours (the sum of columns 5b, 5c, 5d, and 5e divided by column 5a; just one figure for each construction trade).</td>
</tr>
<tr>
<td>7. Female Percentage</td>
<td>For each trade the number reported in 5a (F) divided by the sum of the numbers reported in 5a. M and F.</td>
</tr>
<tr>
<td>8. Total Number of Employees</td>
<td>Total number of male and total number of female employees working in each classification of each trade in the contractor’s aggregate workforce during reporting period.</td>
</tr>
<tr>
<td>9. Total Number of Minority Employees</td>
<td>Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor’s aggregate workforce during reporting period.</td>
</tr>
<tr>
<td>10. Construction Trade</td>
<td>Only those construction crafts which contractor employs in the covered area.</td>
</tr>
<tr>
<td>11. and 12.</td>
<td>These items must be completed</td>
</tr>
</tbody>
</table>
Program Requirements and Bid Packet for Construction Contracts

(For projects funded with NYS financial assistance only)

Effective October 1, 2017

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924  F: (518) 402-7456
www.efc.ny.gov
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PART 1:

HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements various State financial assistance programs, including but not limited to the Engineering Planning Grant program, Water Infrastructure Improvement Act ("WIIA") Grant program as well as the Intermunicipal Grant ("IMG") program.

This Program Requirements and Bid Packet for Construction Contracts document contains (1) a brief description of State program requirements for Contracts and Subcontracts funded by State financial assistance, (2) required language for such Contracts and Subcontracts to satisfy State financial assistance program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

PROGRAM REQUIREMENTS

The following requirements apply to projects funded with State financial assistance only:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);

- Participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") pursuant to New York State Executive Law, Article 17-B and 9 NYCRR Part 252;

- Applicable State and/or local prevailing wage requirements; and,

- Requirements regarding suspension and debarment pursuant to State Labor Law § 220-b and State Executive Law § 316.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with State financial assistance program requirements.

This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance with all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.

Refer to the EFC website at www.pec.ny.gov for the latest version of the bid packet to ensure that the most recent forms and contract language being used.

REQUIRED CONTRACT LANGUAGE

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted into all Contracts and Subcontracts funded in whole or in part with State financial assistance, in order for State financial assistance Recipients, Contractors, and Subcontractors to comply with the above-listed State financial assistance program requirements.
GUIDANCE MATERIALS

Part 3 of this document sets forth Guidance Materials intended to assist State financial assistance Recipients, Contractors, and Subcontractors in complying with the foregoing State financial assistance program requirements, as applicable.

The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

“Contract” means an agreement between a Recipient and a Contractor.

“Contractor” means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

“Service Provider” means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

“Subcontract” means an agreement between a Contractor and a Subcontractor.

“Subcontractor” means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

“Recipient” means the party, other than EFC, to a financial assistance agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

“State” means the State of New York.
PART 2:

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) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; 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 NYCCR 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 it's 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 Form

1. 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 monthly 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.

<table>
<thead>
<tr>
<th>Program</th>
<th>MWBE Combined Goal*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean Water State Revolving Fund, Drinking</td>
<td>20%</td>
</tr>
<tr>
<td>Water State Revolving Fund, &amp; Green Innovation Grant Program</td>
<td></td>
</tr>
<tr>
<td>NYS WIIA Grants</td>
<td>Clean Water project 23%</td>
</tr>
<tr>
<td>(also receiving EFC loan)</td>
<td>Drinking Water project 26%</td>
</tr>
<tr>
<td>NYS Intermunicipal Grants</td>
<td>Clean Water project 24%</td>
</tr>
<tr>
<td>(also receiving EFC loan)</td>
<td>Drinking Water project 24%</td>
</tr>
<tr>
<td>NYS financial assistance only</td>
<td>30%</td>
</tr>
<tr>
<td>Engineering Planning Grant</td>
<td>30%</td>
</tr>
</tbody>
</table>

*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 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 sixty 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) construction Contracts greater than $100,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $100,000; 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, 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: https://ogs.ny.gov/veterans/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). 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.
### PART 3:
#### GUIDANCE MATERIALS

#### APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the State financial assistance program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Applicability</th>
<th>Section of Required Contract Language from Part 2</th>
<th>Section of Appropriate Guidance from Part 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority- and Women-Owned Business Enterprises (MWBE) and Equal Employment Opportunities (EEO)</td>
<td>Contractors and Subcontractors working pursuant to: (1) Construction Contracts greater than $100,000 (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above $100,000 (3) Change orders greater than $25,000</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Businesses (SDVOB)</td>
<td>Contractors and Subcontractors working pursuant to: (1) Construction Contracts greater than $100,000 (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above $100,000 (3) Change orders greater than $25,000</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Applicable Labor Standards</td>
<td>All Contracts and Subcontracts for public works are subject to State Labor Law requirements. Review local labor requirements to determine applicability of any additional requirements to your Contract or Subcontract.</td>
<td>-</td>
<td>3</td>
</tr>
<tr>
<td>Suspension and Debarment</td>
<td>All Contracts and Subcontracts</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>
SECTION 1 GUIDANCE FOR THE 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

I. Summary of EEO and MWBE Forms

A. Forms to be Submitted Prior to Contract Execution

1. EEO Policy Statement
   To be submitted by the Contractor to the Recipient’s Minority Business Officer (“MBO”) prior to Contract execution. The “MBO” refers to the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

2. MWBE Utilization Plan
   To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 3. See Required Contract Language, Section 1(III)(B).

B. Forms to be Submitted During the Term of the Contract

1. EEO Workforce Employment Utilization Report (“Workforce Report”)
   To be submitted by the Contractor to the MBO on a monthly basis during the term of the Contract. An exemplar form with instructions is attached hereto as Attachment 2. The actual Excel fillable form for Contractors and Subcontractors to complete will be e-mailed to MBOs by EFC at the start of the Contract term. See Required Contract Language, Section 1(III)(F).

2. Request for Partial or Total Waiver
   If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(C).

   To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(D).

II. Business Participation Opportunities for MWBEs

A. Contract Goals
   The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2017. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

   Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.
B. Good Faith Efforts
The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for State financial assistance projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority- and Women-Owned Business Enterprises ("MWBE directory") on ESD's website on a Statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation at Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log format below:

<table>
<thead>
<tr>
<th>Date</th>
<th>M/WBE Type</th>
<th>Company</th>
<th>Scope of work</th>
<th>Contact Name</th>
<th>Phone/Email</th>
<th>Solicitation Format</th>
<th>MWBE Response</th>
<th>Negotiation Required?</th>
<th>Selected?</th>
<th>If not, Explain</th>
</tr>
</thead>
</table>

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include

Bid Packet (For projects funded with NYS financial assistance only)

Construction Contracts

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the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another State financial assistance project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on State financial assistance projects.

C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.

2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:

   a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
   b. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required; and,
   c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section III(E).

4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.

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

6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.

2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.

3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
   i. The amount of work subcontracted;
   ii. Industry practices;
   iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
   iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
   v. Any other relevant factors.

b. "Commercially useful functions" normally include:
   i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
   ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
   iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
   iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

c. For construction Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
   i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
   ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9), 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.
   iii. 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. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.

2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.

3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC’s website.

4. Specially Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:
a. equipment is made by only one non-MWBE manufacturer,
b. the technical specifications call for equipment that is not available through an
   MWBE supplier;
c. the equipment is constructed on site by specially trained non-MWBE labor;
d. the service is not available through an MWBE (such as work done by National
   Grid);
e. the service is proprietary in nature (such as use of certain computer software
   necessary for control systems); or,
f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted
demonstrating that there are no MWBE firms capable of completing this portion of the
contract, the specialty amount of the contract may be deducted from the total contract
amount to determine the MWBE Eligible Amount and the goals will be applied to the
MWBE Eligible Amount. This determination is made at the discretion of the MBO and
EFC.

Example:

\[
\frac{\text{Contract}}{\text{(Specialty equipment/service)}} = \frac{200,000}{50,000} = 150,000
\]

The MWBE goal is applied to the MWBE Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filing out a
Request for Waiver form and submitting it to the MBO. The request must include a copy
of the page from the contract where the equipment/service is described and the cost of
each item. For construction contracts, the schedule of values or bid tabulation sheet
should also be submitted. Additional documentation may be requested by the MBO or
EFC.

III. Subcontractor’s Responsibilities

Subcontractors should:

1. Maintain their MWBE certifications and notify the Contractor and MBO of any change in
   their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on
   the Contractor’s Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in
   a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and
   canceled checks.
5. Ensure that a required EEO Policy Statement and applicable MWBE requirements are
   included in each subcontract.
6. Notify the MBO and EFC when contract problems arise, such as non-payment for
   services or when the Subcontractor is not employed as described in the MWBE
   Utilization Plan.

IV. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the
implementation of any EFC State financial assistance MWBE & EEO Program, or wish to protest
should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the
circumstances described in the submission, investigate to develop additional information, if
warranted, and determine whether action is required. If the Contractor or Subcontractor believes
the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for
consideration.
V. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES

I. Summary of SDVOB Forms

A. Forms to be Submitted Prior to Contract Execution

1. SDVOB Utilization Plan
   To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 6. See Required Contract Language, Section 2(III).

B. Forms to be Submitted During the Term of the Contract

1. Request for Partial or Total Waiver
   If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the Contract. This form is attached hereto as Attachment 7. See Required Contract Language, Section 2(IV).

   To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 5. See Required Contract Language, Section 2(V).

II. SDVOB Participation Opportunities

A. Contract Goals

The goals provided herein (Required Contract Language, Section 2(II)(A)) are effective as of October 1, 2017. SDVOB participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. Following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Good Faith Efforts

The Contractor must make good faith efforts to develop an adequate SDVOB Utilization Plan and must continue such good faith efforts in order to meet applicable SDVOB participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of SDVOB firms for State financial assistance projects. If a Contractor is unable to meet contract SDVOB participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 2(II)(B).

Contractor should also continue good faith efforts to seek opportunities for SDVOB participation.
during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from SDVOBs.

- A list of vendors from the directory of Certified SDVOBs on OGS’s website on a Statewide basis, if appropriate, that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to SDVOB firms in OGS’s Certified SDVOB directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor’s solicitation of SDVOBs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of SDVOB firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log format below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Company</th>
<th>Scope of work</th>
<th>Contact Name</th>
<th>Phone/Email</th>
<th>Solicitation Format</th>
<th>SDVOB Response</th>
<th>Negotiation Required?</th>
<th>Selected? If not, Explain</th>
</tr>
</thead>
</table>

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-SDVOB firms for the same areas SDVOBs were solicited should also be tracked on the log.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified SDVOBs timely published in appropriate general circulation, trade publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for SDVOB firm solicitation and should include the non-SDVOB firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient SDVOBs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project SDVOB participation goal in other contracts and/or agreements performed by the Contractor on another State financial assistance project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any SDVOBs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for SDVOB participation in their work. For
instance, Prime Contractors and MBOs should develop a list of SDVOB firms that have expressed interest in working on State financial assistance projects

C. SDVOB Utilization Plan

1. The SDVOB Utilization Plan must be submitted to the Recipient’s MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.

2. The MBO will evaluate a completed SDVOB Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. EFC reserves the right to request additional information and/or documentation to support the adequacy of the SDVOB Utilization Plan.

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

5. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in SDVOB participation.

D. Eligibility for SDVOB Participation Credit

1. To receive SDVOB participation credit, Contractors or Subcontractors performing work that have been identified in an approved SDVOB Utilization Plan must be certified as an SDVOB by the Office of General Services’ Division of Service-Disabled Veterans’ Business Development.

2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their SDVOB Utilization Plan.

3. Credit for SDVOB participation shall be granted only for SDVOB firms performing a commercially useful business function according to custom and practice in the industry.

   a. Factors to be used in assessing whether an SDVOB is performing a commercially useful function include:

      i. The amount of work subcontracted;
      ii. Industry practices;
      iii. Whether the amount the SDVOB is to be paid under the contract is commensurate with the work it is to perform;
      iv. The credit claimed towards SDVOB utilization goals for the performance of the work by the SDVOB; and,
      v. Any other relevant factors.

   b. “Commercially useful functions” normally include:

      v. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
      vi. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
      vii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
      viii. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

4. No credit will be granted for SDVOBs that do not perform a commercially useful function. An SDVOB does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

5. A Contractor or subcontractor who is certified as both an SDVOB and MWBE may receive participation credit under both programs for its work on a contract or subcontract.
E. Requests for Waiver

1. If the Contractor’s application of good faith efforts does not result in the utilization of SDVOB firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of SDVOB participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 2(IV).

2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from SDVOB responsibilities.

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

4. Specialty Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:

   g. equipment is made by only one non-SDVOB manufacturer,
   h. the technical specifications call for equipment that is not available through an SDVOB supplier,
   i. the equipment is constructed on site by specially trained non-SDVOB labor;
   j. the service is not available through an SDVOB (such as work done by National Grid);
   k. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,
   l. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no SDVOB firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the SDVOB Eligible Amount and the goals will be applied to the SDVOB Eligible Amount. This determination is made at the discretion of the MBO and EFC.

   Example:
   $200,000 - $50,000 = $150,000
   (Contract) (Specialty equipment/service) (SDVOB Eligible Amount)

   The SDVOB goal is applied to the SDVOB Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

III. Subcontractor’s Responsibilities

Subcontractors should:

1. Maintain their SDVOB certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any SDVOB Subcontractors they hire so they may be included on the Contractor’s Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the SDVOB Utilization Plan.
IV. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of any EFC State financial assistance SDVOB Program, or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

V. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the SDVOB Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the New York State Office of Inspector General at (800) 367-4448.

SECTION 3 GUIDANCE FOR APPLICABLE LABOR STANDARDS

Contractors and Subcontractors working under a public works contract are subject to labor standards under State Labor Law, including but not limited to prevailing wage requirements, and may be subject to additional labor requirements under applicable local laws. When preparing the bid for an SRF project, the Contractor, and any Subcontractors, must use the higher of the applicable prevailing State or local wage rates paid to each trade.

SECTION 4 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of contractors and subcontractors deemed ineligible to submit a bid or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf

A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.
SECTION 5  SUMMARY OF CONTRACTOR REQUIREMENTS FOR STATE FINANCIAL ASSISTANCE PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov

Forms should be submitted electronically via email or through EFC’s dropbox

To be submitted with this bid:
☐ EEO Policy Statement

To be submitted prior to or upon Contract award:
☐ Executed Contracts, Subcontracts, agreements, and purchase orders
☐ MWBE Utilization Plan and/or Waiver Request
☐ SDVOB Utilization Plan and/or Waiver Request

Tasks for construction start:
☐ Ensure that all Subcontracts contain Part 2: Required Contract Language
☐ Pay the higher of applicable prevailing state or local wages including benefits

Ongoing documentation & tasks:
☐ EEO Workforce Utilization Report
☐ Submit Monthly MWBE Reports to MBO
☐ Submit Monthly SDVOB Reports to MBO
☐ Maintain proof of payments for MWBE Subcontractors
☐ Maintain proof of payments for SDVOB Subcontractors

Refer to Part 3
Guidance Section
Section 1
Section 2
Section 3
Section 1
Section 1
Section 2
Section 1
Section 2
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
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:

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.
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.
### SECTION 3: M/WBE SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Fed. Employer ID#:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Phone #:</td>
</tr>
<tr>
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<td>Email:</td>
</tr>
<tr>
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<td>Select Only One:</td>
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<table>
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<tbody>
<tr>
<td>MBE ($)</td>
<td>WBE ($)</td>
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<td>Select Only One:</td>
<td>MBE</td>
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<td>Select Only One:</td>
<td>Broker __%</td>
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<td>MBE ($)</td>
<td>WBE ($)</td>
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<td>Phone #:</td>
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<td>Scope of Work:</td>
<td>Email:</td>
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<td>Select Only One:</td>
<td>MBE</td>
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<tr>
<td>Select Only One:</td>
<td>Broker __%</td>
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<td>Full Contract Amount:</td>
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<th>For EFC Use:</th>
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<tr>
<td>MBE ($)</td>
<td>WBE ($)</td>
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</table>
## SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued

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<td>Phone #:</td>
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<tr>
<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: x MBE  x WBE  x Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: x Broker  _%  x Supplier  x N/A</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>Full Contract Amount: $</td>
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<th>Fed. Employer ID#:</th>
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<td>Address:</td>
<td>Phone #:</td>
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<tr>
<td>Scope of Work:</td>
<td>Email:</td>
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<tr>
<td>Select Only One: x MBE  x WBE  x Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: x Broker  _%  x Supplier  x N/A</td>
<td>Completion Date:</td>
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<tr>
<td>Full Contract Amount: $</td>
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<th>Name:</th>
<th>Fed. Employer ID#:</th>
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<td>Address:</td>
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<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: x MBE  x WBE  x Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: x Broker  _%  x Supplier  x N/A</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>Full Contract Amount: $</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Fed. Employer ID#:</th>
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<tbody>
<tr>
<td>Address:</td>
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<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: x MBE  x WBE  x Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: x Broker  _%  x Supplier  x N/A</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>Full Contract Amount: $</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE**
**Attachment 3**  
NYS Environmental Facilities Corporation  
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

<table>
<thead>
<tr>
<th>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.</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Please Type):</td>
<td></td>
</tr>
</tbody>
</table>
**Attachment 4**

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.efd.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

<table>
<thead>
<tr>
<th>Recipient/Municipality:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No.:</td>
<td>GIGP/EPG No.:</td>
</tr>
<tr>
<td>Minority Business Officer (MBO):</td>
<td>Email:</td>
</tr>
<tr>
<td>Address of MBO:</td>
<td></td>
</tr>
<tr>
<td>Signature of MBO:</td>
<td></td>
</tr>
<tr>
<td>I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.</td>
<td>Date:</td>
</tr>
</tbody>
</table>

### SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contract Type:</th>
<th>MBE</th>
<th>WBE</th>
<th>N/A</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Firm is Certified as:</td>
<td>MBE</td>
<td>WBE</td>
<td>N/A</td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Phone #:</td>
<td>Fed. Employer ID #:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Information of Firm Representative Authorized to Discuss Waiver Request:</td>
<td>Name:</td>
<td>Title:</td>
<td>Phone #:</td>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Description of Work:</td>
<td>EFC MWBE GOAL Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Date:</td>
<td>Start Date:</td>
<td>Completion Date:</td>
<td>MBE:</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Total Contract Amount:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Eligible Contract Amount:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(MWBE Goals are applied to this amount and includes all change orders, amendments, &amp; waivers)</td>
<td>Total:</td>
<td>%</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4
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 4
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.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Signature of Contractor:</td>
</tr>
<tr>
<td>☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.</td>
</tr>
<tr>
<td>Name: (Please Type):</td>
</tr>
</tbody>
</table>
### Attachment 5

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.

<table>
<thead>
<tr>
<th>Municipality:</th>
<th>County:</th>
<th>Contract ID:</th>
<th>Month:</th>
<th>Year:</th>
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<table>
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<th>Project No.:</th>
<th>GIGP/EPG No:</th>
<th>Registration No. (NYC only):</th>
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<table>
<thead>
<tr>
<th>Prime Contractor/Service Provider:</th>
<th>Award Date:</th>
<th>Start Date:</th>
<th>Date all MWBE / SDVOB subs paid in full:</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Signature of Contractor:</th>
<th>I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.</th>
<th>Date:</th>
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<table>
<thead>
<tr>
<th>Last Month’s Contract Amt:</th>
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<th>MWBE Eligible Amt: $</th>
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<tbody>
<tr>
<td>Revised Contract Amt:</td>
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<tr>
<td>Change Order Amt:</td>
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<table>
<thead>
<tr>
<th>(Goals are applied to this amount and includes eligible change orders, amendments &amp; waivers)</th>
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<table>
<thead>
<tr>
<th>EFC MWBE Goals</th>
<th>Total Paid to Prime</th>
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<tbody>
<tr>
<td>MBE: %</td>
<td>MBE Amt: $</td>
</tr>
<tr>
<td>WBE: %</td>
<td>WBE Amt: $</td>
</tr>
<tr>
<td>Total: %</td>
<td>Total Amt: $</td>
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<table>
<thead>
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<th>EFC SDVOB Goals</th>
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<td>SDVOB Amt: $</td>
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<table>
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<th>Please Specify Any Revisions this Month.</th>
<th>Subcontractor Total Amount Original</th>
<th>Revised</th>
<th>Payments this Month</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
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<td>Fed. Employer ID#:</td>
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<tr>
<td>Choose all that apply:</td>
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</tr>
<tr>
<td>☐ MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
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<td>MWBE Only - Select Only One:</td>
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<tr>
<td>☐ Broker _% ☐ Supplier _N/A</td>
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<tr>
<td>☐ Subcontractor is REMOVED</td>
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<tr>
<td>☐ NEW Subcontractor</td>
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<tr>
<td>☐ Subcontractor Amt. INCREASED</td>
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</tr>
<tr>
<td>☐ Subcontractor Amt. DECREASED</td>
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</tbody>
</table>

Name: | | | | | | |
Fed. Employer ID#: | | | | | | |
Choose all that apply: | | | | | | |
☐ MBE ☐ WBE ☐ SDVOB ☐ Other: | | | | | | |
MWBE Only - Select Only One: | | | | | | |
☐ Broker _% ☐ Supplier _N/A | | | | | | |
☐ Subcontractor is REMOVED | | | | | | |
☐ NEW Subcontractor | | | | | | |
☐ Subcontractor Amt. INCREASED | | | | | | |
☐ Subcontractor Amt. DECREASED | | | | | | |
# Attachment 5

New York State Environmental Facilities Corporation


(“Monthly MWBE-SDVOB Report”)

<table>
<thead>
<tr>
<th>NYS Certified MWBE / SDVOB Contractor &amp; Subcontractor</th>
<th>Please Specify Any Revisions this Month.</th>
<th>Subcontractor Contract Amount</th>
<th>Payments this Month</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Name:**

Fed. Employer ID#: Choose all that apply:

- ☐ MBE  ☐ WBE
- ☐ SDVOB  ☐ Other:
- MWBE Only - Select Only One:
  - ☐ Broker __% ☐ Supplier ☐ N/A

☐ Subcontractor is REMOVED
☐ NEW Subcontractor
☐ Subcontract Amt. INCREASED
☐ Subcontract Amt. DECREASED

**Name:**

Fed. Employer ID#: Choose all that apply:

- ☐ MBE  ☐ WBE
- ☐ SDVOB  ☐ Other:
- MWBE Only - Select Only One:
  - ☐ Broker __% ☐ Supplier ☐ N/A

☐ Subcontractor is REMOVED
☐ NEW Subcontractor
☐ Subcontract Amt. INCREASED
☐ Subcontract Amt. DECREASED

**Name:**

Fed. Employer ID#: Choose all that apply:

- ☐ MBE  ☐ WBE
- ☐ SDVOB  ☐ Other:
- MWBE Only - Select Only One:
  - ☐ Broker __% ☐ Supplier ☐ N/A

☐ Subcontractor is REMOVED
☐ NEW Subcontractor
☐ Subcontract Amt. INCREASED
☐ Subcontract Amt. DECREASED

**Name:**

Fed. Employer ID#: Choose all that apply:

- ☐ MBE  ☐ WBE
- ☐ SDVOB  ☐ Other:
- MWBE Only - Select Only One:
  - ☐ Broker __% ☐ Supplier ☐ N/A

☐ Subcontractor is REMOVED
☐ NEW Subcontractor
☐ Subcontract Amt. INCREASED
☐ Subcontract Amt. DECREASED

**Name:**

Fed. Employer ID#: Choose all that apply:

- ☐ MBE  ☐ WBE
- ☐ SDVOB  ☐ Other:
- MWBE Only - Select Only One:
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☐ Subcontractor is REMOVED
☐ NEW Subcontractor
☐ Subcontract Amt. INCREASED
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### Attachment 5

**New York State Environmental Facilities Corporation**

**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**

("Monthly MWBE-SDVOB Report")

<table>
<thead>
<tr>
<th>NYS Certified MWBE / SDVOB Contractor &amp; Subcontractor</th>
<th>Please Specify Any Revisions this Month.</th>
<th>Subcontractor Total Amount</th>
<th>Payments this Month</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
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<td>Subcontractor Total Amount</td>
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<tr>
<td><strong>Fed. Employer ID#:</strong></td>
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<td><strong>Original</strong></td>
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<tr>
<td><strong>Choose all that apply:</strong></td>
<td></td>
<td><strong>Revised</strong></td>
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<tr>
<td>MBE  □ WBE □ SDVOB □ Other:</td>
<td>□ Subcontractor is REMOVED</td>
<td></td>
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<tr>
<td>MWBE Only - Select Only One:</td>
<td>□ NEW Subcontractor</td>
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<td>□ Broker __% □ Supplier □ N/A</td>
<td>□ Subcontract Amt. INCREASED</td>
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<tr>
<td>□ Subcontract Amt. DECREASED</td>
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<td>Name:</td>
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<td><strong>Fed. Employer ID#:</strong></td>
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<td><strong>Choose all that apply:</strong></td>
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<tr>
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</tr>
</tbody>
</table>
### Monthly MWBE-SDVOB Report Form

**New York State Environmental Facilities Corporation**

**Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report**

 (**"Monthly MWBE-SDVOB Report"**)

<table>
<thead>
<tr>
<th>NYS Certified MWBE / SDVOB Contractor &amp; Subcontractor</th>
<th>Please Specify Any Revisions this Month.</th>
<th>Subcontractor</th>
<th>Total Amount</th>
<th>Payments this Month</th>
<th>Previous Payments</th>
<th>Total Payments Made to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Subcontractor</td>
<td>Revised</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Original</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- □ Subcontractor is REMOVED
- □ NEW Subcontractor
- □ Subcontract Amt. INCREASED
- □ Subcontract Amt. DECREASED

Name:

- Fed. Employer ID#:

  Choose all that apply:
  - □ MBE  □ WBE
  - □ SDVOB  □ Other:

  MWBE Only - Select Only One:
  - □ Broker  □%  □ Supplier  □ N/A

Name:

- Fed. Employer ID#:

  Choose all that apply:
  - □ MBE  □ WBE
  - □ SDVOB  □ Other:

  MWBE Only - Select Only One:
  - □ Broker  □%  □ Supplier  □ N/A

Name:

- Fed. Employer ID#:

  Choose all that apply:
  - □ MBE  □ WBE
  - □ SDVOB  □ Other:

  MWBE Only - Select Only One:
  - □ Broker  □%  □ Supplier  □ N/A

**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:**

Additional Pages can be found at www.efc.ny.gov

TOTAL
Attachment 6
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.
## SECTION 1: MUNICIPAL INFORMATION

<table>
<thead>
<tr>
<th>Recipient/Municipality:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No.:</td>
<td>GIGP/EPG No.:</td>
</tr>
<tr>
<td>Minority Business Officer:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address of MBO:</td>
<td></td>
</tr>
</tbody>
</table>

**Electronic Signature of MBO:**
- [ ] I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.

**Complete if applicable:**
- [ ] Authorized Representative:
- [ ] Title:
- [ ] Authorized Rep. Company:
- [ ] Email: | Phone #: |

**Electronic Signature of Authorized Rep.:**
- [ ] I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.

## SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contract Type: [ ] Construction [ ] Other Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Firm is Certified as:</td>
<td>SDVOB</td>
</tr>
</tbody>
</table>

Please repeat information in the Utilization Plan below (Section 3).

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone #:</th>
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</table>

**Description of Work:**

<table>
<thead>
<tr>
<th>Award Date:</th>
<th>Start Date:</th>
<th>Completion Date:</th>
<th>SDVOB GOAL Total</th>
<th>PROPOSED SDVOB Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract Amount: $</td>
<td>SDVOB Eligible Contract Amount: $</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Goals are applied to this amount and includes all change orders, amendments, & waivers)

<table>
<thead>
<tr>
<th>Total: 6% $</th>
<th>Total: $</th>
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</table>

EFC Bid Packet (Revision Date: 10/1/2017)
# Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

## SECTION 3: SDVOB SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Fed. Employer ID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>DSDVBD Control #:</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Full Subcontract Amount: $</td>
<td>Email:</td>
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<td>Start Date:</td>
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</tbody>
</table>
Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION continued

<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
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<tr>
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<td>Email:</td>
</tr>
<tr>
<td>Start Date:</td>
<td>Completion Date:</td>
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</tbody>
</table>

SIGNATURE

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 SDVOB subcontractors will perform a commercially useful function.

Name (Please Type):  

Date:
Attachment 7
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.

<table>
<thead>
<tr>
<th>SECTION 1: MUNICIPAL INFORMATION</th>
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<tbody>
<tr>
<td>Recipient/Municipality:</td>
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</tbody>
</table>

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Firm Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact Information of Firm Representative Authorized to Discuss Waiver Request:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Description of Work:</td>
</tr>
<tr>
<td>Award Date:</td>
</tr>
<tr>
<td>Total Contract Amount: $</td>
</tr>
<tr>
<td>(SDVOB Goals are applied to this amount and includes all change orders, amendments, &amp; waivers)</td>
</tr>
</tbody>
</table>

SDVOB Waiver Request Form

EFC Bid Packet (Revision Date: 10/1/2017)
## 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.
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:
Resolution designating Emmons Metro, LLC as a sole source provider of pump station control panels and authorizing agreement with Emmons Metro, LLC on behalf of Chemung County Sewer District No. 1

**Resolution #:** 22-459  
**Slip Type:** OTHER  
**SEQRA status**  
False

**Explain action needed or Position requested (justification):**

Requesting resolution authorizing purchase agreement with Emmons Metro LLC on behalf of the Chemung County Sewer District No. 1 for pump station control panels.

CCSD Requests approval to purchase control panels for four pump stations throughout Chemung County Sewer District No. 1. The pump panels that are currently in these pump stations are obsolete and parts are hard to find and expensive. The pump control panels CCSD would like to purchase integrate better with our system, can provide more information on the pump operation than the existing panels which will help with pump maintenance and troubleshooting issues, and it will be easier to get replacement parts when needed. It is requested that the legislature give formal approval for the purchase of these pump station control panels from Emmons Metro LLC, who is the sole manufacturer of this product line. The cost for these replacement control panels will be $59,023, which was budgeted for in the sewer district capital projects.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>105442D_QUOTE_CHEMUNG_COUNTY_4_PANEL_UPGRADES.pdf</td>
<td>Quote</td>
<td>Cover Memo</td>
<td>8/9/2022</td>
</tr>
<tr>
<td>Exclusive_Representation_Letter_-_Emmons.pdf</td>
<td>Exclusive Representation Letter</td>
<td>Cover Memo</td>
<td>8/9/2022</td>
</tr>
</tbody>
</table>
Company: CHEMUNG COUNTY  
Address:  
Condition  
Point: GPM TDH  
Phone:  
FAX:  
Person Quoted: CHRIS FAULKNER  
Project Name: PANEL UPGRADES

### QUOTATION FOR SPECIAL PRODUCTS

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part Number</th>
<th>Description</th>
<th>Net Each</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>LATTA BROOK</td>
<td>PRIMEX LEVEL VIEW CONTROL PANEL</td>
<td>$14,806</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>KWIKSWITCH FLOATS, KPSI TRANSDUCER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>START UP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>WILLOW</td>
<td>PRIMEX LEVEL VIEW CONTROL PANEL</td>
<td>$14,739</td>
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<td>KWIKSWITCH FLOATS, KPSI TRANSDUCER</td>
<td></td>
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</tr>
<tr>
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<td></td>
<td>START UP</td>
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<tr>
<td>1</td>
<td>HANCOCK</td>
<td>PRIMEX LEVEL VIEW CONTROL PANEL</td>
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<td>KWIKSWITCH FLOATS, KPSI TRANSDUCER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>START UP</td>
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<tr>
<td>1</td>
<td>FUEL FARM</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>START UP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Net:** $59,023.00

**NOTES:**  
Panel Descriptions on following page  
Start up and freight is included in price

Please provide a copy of this quote with purchase order.

* Not responsible for typographical errors. Please review and call with questions.

Signed: DREW FOX  
Date: 6/13/2022

FEM-181-C
**Name**

105442D Chemung County Panel Upgrades

**Scope**

*(4) Engineered Control Panels - Chemung County Panel Upgrades*

*Brief Summary (Typical operation for all control panels):*

Intrinsically safe, primary transducer operation utilizing the Primex Level View controller. Includes a 4-float backup control system.

PS 1 – Latta Brook
230v/3ph, Duplex, 9.4 HP, 24 FLA

PS 2 – Willow
230v/3ph, Duplex, 5hp, 16 FLA

PS 3 – Hancock
230v/3ph, Duplex, 3hp, 10 FLA

PS 4 – Fuel Farm
230v/3ph, Duplex, 5hp 16 FLA

Duplex Municipal Wastewater Pumping Control Panel for operation on 230V 3Ø 3W incoming power. To control 2 - Submersible Pumps. To Include:

- NEMA Type 4 - Steel Enclosure, with back panel
- Aluminum Dead-front Inner Door
- Enclosure Heater with thermostat
- Manual Transfer Switch with door mount operator
- Hubbell 5100B9W Generator Receptacle
- 2 kVA Control Power Transformer with Primary Circuit Breaker
- 5 - 1 Pole Multi9 Circuit Breaker (Branch Circuits)
- 2 - Manual Starter / IEC Contactor
- LevelView Primary Controller
- DPC-4F Secondary Controller
- 1 - 2 Channel Turck Intrinsically Safe Relay
- 2 - 1 Channel Turck isolator Intrinsically Safe Barrier
- 2 - 22mm Hand Off Auto Switches
- 1 - 22mm On Off Switch
- 2 - 22mm Run Pilot Light
- 1 - 22mm High Alarm Pilot Light, Alarm Activation, and Aux Contact
- 1 - 22mm Low Alarm Pilot Light
- 1 - 22mm Backup Active Pilot Light, Manual Reset Pushbutton, and Aux Contact
- 1 - 22mm In Backup Alarm Disable/Enable Switch
- 1 - Macromatic Dual Seal Fail Relay
- 2 - 22mm Seal Failure Pilot Lights
- LED Alarm Light
- Piezo Audible Alarm
- 22mm Silence Pushbutton
- 22mm Test Pushbutton
- 15 Amp GFI Receptacle - Inner door/door mount
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required

STAMP_ITEMNUMBER
July 12, 2022

To Whom it May Concern

Subject: Exclusive Authorized Sales and Service Representative

This letter will serve to confirm that Emmons Metro, LLC is an exclusive, authorized factory sales and an authorized service representative of PRIMEX equipment and factory services. This authorization includes Evoqua formerly US Filter/Siemens Control Systems products as covered by a National Distributor agreement between Evoqua and PRIMEX. The following describes the products and geographic territory of this authorization:

Territory covered:

1. State of New York (excluding the greater NYC Metro area).

Products Covered:

1. All PRIMEX branded products, standard and custom control panels.
2. All Evoqua Control Products, Formerly US Filter/Siemens Control System Products.
   a. CB1000
   b. LC150 Pump Controller
   c. IntraLink
   d. A1000i – Pressure/Level Sensors
   e. 9G-EF Float Switches
3. All ICS Healy-Ruff branded products and control panels
4. All SJE-Rhombus Standard Control Panels and products

If you have any questions regarding this letter or require further information, please contact me.

We look forward to working with you to meet your automation needs.

Sincerely,

Michael A Schmidt
Business Development Manager
CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION


Resolution #: 22-460
Slip Type: CONTRACT
SEQRA status
State Mandated  False

Explain action needed or Position requested (justification):
Requesting resolution awarding bids for Chemung County Regional WWTP Consolidation Project Contract Group 4 (RFB-2434). (See attached summary.)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid_Award_route_slip.docx</td>
<td>Route Slip Summary</td>
<td>Cover Memo</td>
<td>8/18/2022</td>
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<tr>
<td>Contract_Group_4_Regional_WWTP_Bid_Recommendation_8_16_22.pdf</td>
<td>Contract Group 4 Regional WWTP</td>
<td>Cover Memo</td>
<td>8/18/2022</td>
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<td>RFB-2434_WWTP_Consolidation_Project_Group_4_Bid_Tab.pdf</td>
<td>RFB-2434</td>
<td>Cover Memo</td>
<td>8/18/2022</td>
</tr>
</tbody>
</table>
This agenda item respectfully requests approval to accept the below contractors as apparent low bidders for Contract Group 4 of the WWTP Consolidation Project. This part of the project consists of improvements at the Milton Street WWTP site and building the influent lift station at the Lake Street WWTP site. The bid # is RFB-2434 with a bid opening date of August 11, 2022. There was 1 bidder for both contract 4A and 4B, 3 bidders for both contracts 4C and 4E, and 4 bidders for contract 4D. The apparent low bidders are as follows:

Contract No. 4A- General- Regional WWTP- Jett Industries, Inc. $114,769,000
Contract No. 4B- General- Influent Lift Stations- Streeter Associates, Inc. $30,675,000
Contract No. 4C- Plumbing- Frey & Campbell $1,310,600
Contract No. 4D- HVAC- HMI Mechanical Systems, Inc. $6,600,000
Contract No. 4E- Electrical- Hewitt Young Electric, LLC. $33,100,000

See attached for bid tabulation and a letter from design engineer, Arcadis, on the bid recommendations. Arcadis has contacted all of the low bidders to confirm that they are comfortable with their bid. Overall, the bids for this contract were roughly 7% above cost estimates from earlier this year. This is directly attributed to inflation of supplies and materials, long lead times for equipment resulting in difficulty for vendors to hold prices, and mitigating the risks of today’s market conditions on a 3+ year construction project. The message conveyed to the contractors is that the County will be looking for cost saving opportunities wherever possible during construction. While the contract bid prices are greater than the engineer estimated Contract 4 cost, the County received competitive bids and if the project were to be rebid, it would be anticipated that bid prices would be even higher due to inflation. It is CCSD’s recommendation that these bids be awarded to the apparent low bidders. Please note that is critical that bid award occur within the 45 days outlined by municipal law for bidders to hold their bid price, and as such the bid award to Contract Group 4 needs to be on the September 6, 2022, legislature meeting. Failure to award within the 45 day window opens the County up to a potential change order. Additionally, in order to meet the DEC compliance schedule in the SPDES permit, bid awards need to occur in September so that we are on track for Notice to Proceeds to be issued to the contractors by November 1, 2022.

This work is budgeted for in the Consolidation Project.
Dear Ms. Rennie,

Bids for the WWTP Consolidation Project, Contract Group 4 were received by the Chemung County-City of Elmira Purchasing Department on August 11, 2022. One bid was received for Contract 4A: General – Regional WWTP, one bid for Contract 4B: General – Influent Lift Stations, three bids for Contract 4C: Plumbing, four bids for Contract 4D: HVAC, and three bids for Contract 4E: Electrical. The apparent low bidders are as follows:

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Apparent Low Bidder</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A</td>
<td>Jett Industries, Inc.</td>
<td>$114,769,000.00</td>
</tr>
<tr>
<td>4B</td>
<td>Streeter Associates, Inc.</td>
<td>$30,675,000.00</td>
</tr>
<tr>
<td>4C</td>
<td>Frey &amp; Campbell, Inc.</td>
<td>$1,310,600.00</td>
</tr>
<tr>
<td>4D</td>
<td>HMI Mechanical Systems, Inc.</td>
<td>$6,600,000.00</td>
</tr>
<tr>
<td>4E</td>
<td>Hewitt Young Electric, LLC.</td>
<td>$33,100,000.00</td>
</tr>
</tbody>
</table>

At the request of the County, Arcadis has reviewed and canvassed the bids of each apparent low bidder. Complete canvassing forms and a bid tabulation are attached to this letter. Arcadis reviewed the scanned versions of each Contract’s bid forms provided by Chemung County and contacted the apparent low bidder to confirm that they were comfortable with their bid.

**Contract 4A: General – Regional WWTP**

Based on the information Arcadis has received from County Purchasing, the Vendor Responsibility Form was not included with the low bid for Contract 4A. We recommend the County contact the apparent low bidder, Jett Industries, Inc., to obtain this item.

**Contract 4B: General – Influent Lift Stations**

No informalities were noted in the bid information that Arcadis has received from County Purchasing for Contract 4B on behalf of the apparent low bidder, Streeter Associates, Inc.
Ms. Alexandra Rennie, P.E.
CCSD
August 16, 2022

Contract 4C: Plumbing
No informalities were noted in the bid information that Arcadis has received from County Purchasing for Contract 4C on behalf of the apparent low bidder, Frey & Campbell, Inc.

Contract 4D: HVAC
Based on the information Arcadis has received from County Purchasing, the Vendor Responsibility Form and Qualifications Statement were not included with the other certifications outlined in the Bid Form. We recommend the County contact the apparent low bidder, HMI Mechanical Systems, Inc. to obtain these items.

Contract 4E: Electrical
Based on the information Arcadis has received from County Purchasing, no Vendor Responsibility Form was included with the apparent low bid. We recommend the County contact the apparent low bidder, Hewitt and Young Electric, LLC, to obtain this item.

Assuming the County will obtain the noted missing items and waive any bid informalities, based on Arcadis’ review of the scanned bid documents and a check of the New York State Department of Labor Debarment List, Arcadis is not aware of any reason that the County should not award the contracts to Jett Industries, Inc. (4A), Streeter Associates, Inc. (4B), Frey & Campbell, Inc. (4C), HMI Mechanical Systems, Inc. (4D), and Hewitt and Young Electric, LLC. (4E).

If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,
Arcadis of New York, Inc.

John C. Perriello, PE
Vice President

Email: John.Perriello@arcadis.com
Direct Line: 315.671.9240

CC. Tricia Wise, Chemung County Purchasing
    Ann Overdorff, CCSD
    Jeff Wilkes, PE, Arcadis

Attachments:
    Canvassing Forms
    Bid Tabulation
**BID CANVASS FORM**

Owner: Chemung County Sewer Districts  
Project: WWTP Consolidation Project – Contract Group 4  
Contract No. 4A: General – Regional WWTP  
August 11, 2022, 2:00 pm

Bidder: Jett Industries, Inc.  
Canvassed by: E. Williams

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification Reference</th>
<th>Description</th>
<th>Bid submitted satisfactory? (If NO, describe informality)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ITB 5.04</td>
<td>Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas.</td>
<td>YES</td>
</tr>
<tr>
<td>2</td>
<td>ITB 6.01</td>
<td>The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation.</td>
<td>YES</td>
</tr>
<tr>
<td>3</td>
<td>ITB 8.01</td>
<td>A Bid must be accompanied by Bid security as required in the Advertisement (00 11 13).</td>
<td>YES</td>
</tr>
<tr>
<td>4</td>
<td>ITB 12.01</td>
<td>All blanks on the Bid Form must be completed and the Bid Form signed in ink.</td>
<td>YES</td>
</tr>
<tr>
<td>5</td>
<td>ITB 12.01</td>
<td>Erasures or alterations must be initialed in ink by the person signing the Bid Form.</td>
<td>YES</td>
</tr>
<tr>
<td>6</td>
<td>ITB 12.01</td>
<td>A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.</td>
<td>YES</td>
</tr>
<tr>
<td>7</td>
<td>ITB 12.02</td>
<td>Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents</td>
<td>YES</td>
</tr>
<tr>
<td>8</td>
<td>ITB 12.02</td>
<td>The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical</td>
<td>YES</td>
</tr>
<tr>
<td>9</td>
<td>ITB 12.03</td>
<td>A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.</td>
<td>YES</td>
</tr>
<tr>
<td>10</td>
<td>ITB 12.04</td>
<td>A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown</td>
<td>--</td>
</tr>
<tr>
<td>11</td>
<td>ITB 12.05</td>
<td>A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.</td>
<td>--</td>
</tr>
<tr>
<td>12</td>
<td>ITB 12.06</td>
<td>A Bid by an individual must show the Bidder’s name and official address.</td>
<td>--</td>
</tr>
<tr>
<td>Item</td>
<td>Specification Reference</td>
<td>Description</td>
<td>Bid submitted satisfactory?</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------</td>
<td>-------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>13</td>
<td>ITB 12.07</td>
<td>A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown</td>
<td>--</td>
</tr>
<tr>
<td>14</td>
<td>ITB 12.08</td>
<td>All names must be printed in ink below the signatures.</td>
<td>YES</td>
</tr>
<tr>
<td>15</td>
<td>ITB 12.09</td>
<td>The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form</td>
<td>YES</td>
</tr>
<tr>
<td>16</td>
<td>ITB 12.1</td>
<td>Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.</td>
<td>YES</td>
</tr>
<tr>
<td>17</td>
<td>ITB 12.11</td>
<td>The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.</td>
<td>YES</td>
</tr>
<tr>
<td>18</td>
<td>ITB 12.12</td>
<td>If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.</td>
<td>--</td>
</tr>
<tr>
<td>19</td>
<td>ITB 13.01</td>
<td>Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.</td>
<td>YES</td>
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<tr>
<td>20</td>
<td>ITB 13.02</td>
<td>For Contingency Allowances, the Bid Price must include the amount established by the Owner on the Bid Form.</td>
<td>YES</td>
</tr>
<tr>
<td>21</td>
<td>ITB 14.02</td>
<td>A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.</td>
<td>YES</td>
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<tr>
<td>22</td>
<td>Section 1 00 15 00, Vendor Responsibility Form</td>
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<td>BF 2.01.C 00 45 13, Qualifications Statement</td>
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<td>YES</td>
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<tr>
<td>24</td>
<td>BF 2.01.D 00 45 14, Waiver of Immunity</td>
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<tr>
<td>25</td>
<td>BF 2.01.E 00 45 15, Certification of Bidder Regarding Equal Employment Opportunity</td>
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<td>YES</td>
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<td>26</td>
<td>BF 2.01.F 00 45 16, Iranian Energy Divestment Certification</td>
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<td>YES</td>
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<td>27</td>
<td>BF 2.01.G 00 45 17, Bidder’s Statement on Sexual Harassment</td>
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<td>YES</td>
</tr>
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<td>28</td>
<td>BF 2.01.H 00 45 19, Non-collusive Bidding Certificate</td>
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<td>YES</td>
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<td>29</td>
<td>BF 2.01.I 00 45 21, Lobbying Certification</td>
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<td>YES</td>
</tr>
<tr>
<td>30</td>
<td>BF 2.01.J 00 45 22, AIS Contractor Certification</td>
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BID CANVASS FORM

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Project: WWTP Consolidation Project – Contract Group 4  
Contract No. 4B: General – Influent Lift Stations  
August 11, 2022, 2:00 pm

Bidder: Streeter Associates, Inc.  
Canvassed by: E. Williams

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**BID CANVASS FORM**

**Owner:** Chemung County Sewer Districts  
**Project:** WWTP Consolidation Project – Contract Group 4  
**Contract No. 4C: Plumbing**  
**August 11, 2022, 2:00 pm**

**Bidder:** Frey & Campbell, Inc.  
**Canvassed by:** E. Williams

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Bid Canvass Form

Owner: Chemung County Sewer Districts  
Project: WWTP Consolidation Project – Contract Group 4  
Contract No. 4D: HVAC  
August 11, 2022, 2:00 pm

Bidder: HMI Mechanical Systems, Inc.  
Canvassed by: E. Williams

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## BID CANVASS FORM

**Owner:** Chemung County Sewer Districts  
**Project:** WWTP Consolidation Project – Contract Group 4  
**Contract No. 4E:** Electrical  
**Date:** August 11, 2022, 2:00 pm

**Bidder:** Hewitt Young Electric, LLC.  
**Canvassed by:** E. Williams

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<td>Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.</td>
<td>YES</td>
</tr>
<tr>
<td>20</td>
<td>ITB 13.02</td>
<td>For Contingency Allowances, the Bid Price must include the amount established by the Owner on the Bid Form.</td>
<td>YES</td>
</tr>
<tr>
<td>21</td>
<td>ITB 14.02</td>
<td>A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.</td>
<td>YES</td>
</tr>
<tr>
<td>22</td>
<td>S1</td>
<td>00 15 00, Vendor Responsibility Form</td>
<td>NO</td>
</tr>
<tr>
<td>23</td>
<td>BF 2.01.C</td>
<td>00 45 13, Qualifications Statement</td>
<td>YES</td>
</tr>
<tr>
<td>24</td>
<td>BF 2.01.D</td>
<td>00 45 14, Waiver of Immunity</td>
<td>YES</td>
</tr>
<tr>
<td>25</td>
<td>BF 2.01.E</td>
<td>00 45 15, Certification of Bidder Regarding Equal Employment Opportunity</td>
<td>YES</td>
</tr>
<tr>
<td>26</td>
<td>BF 2.01.F</td>
<td>00 45 16, Iranian Energy Divestment Certification</td>
<td>YES</td>
</tr>
<tr>
<td>27</td>
<td>BF 2.01.G</td>
<td>00 45 17, Bidder’s Statement on Sexual Harassment</td>
<td>YES</td>
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<td>28</td>
<td>BF 2.01.H</td>
<td>00 45 19, Non-collusive Bidding Certificate</td>
<td>YES</td>
</tr>
<tr>
<td>29</td>
<td>BF 2.01.I</td>
<td>00 45 21, Lobbying Certification</td>
<td>YES</td>
</tr>
<tr>
<td>30</td>
<td>BF 2.01.J</td>
<td>00 45 22, AIS Contractor Certification</td>
<td>YES</td>
</tr>
</tbody>
</table>
## Contract 4A: General - Regional WWTP

### Bid Opening - August 11, 2022, 2:00 PM

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Engineer's Estimate</th>
<th>Jett Industries, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A-1</td>
<td>General - Regional WWTP Lump Sum Bid Price</td>
<td>1</td>
<td>LS</td>
<td>$98,339,864.40</td>
<td>$108,721,000.00</td>
</tr>
<tr>
<td>4A-2</td>
<td>General - Regional WWTP Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td>$4,500,000.00</td>
<td>$4,500,000.00</td>
</tr>
<tr>
<td>4A-3</td>
<td>Secondary Digester Cover Additional Repair Allwance</td>
<td>1</td>
<td>LS</td>
<td>$250,000.00</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>4A-4</td>
<td>Existing Trickling Filter Structural Repair Allowance</td>
<td>1</td>
<td>LS</td>
<td>$350,000.00</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>4A-5</td>
<td>Regional WWTP UV System Procurement</td>
<td>1</td>
<td>LS</td>
<td>$948,000.00</td>
<td>$948,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID:**

<table>
<thead>
<tr>
<th></th>
<th>Engineer's Estimate</th>
<th>Jett Industries, Inc.</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$104,387,864.40</td>
<td>$114,769,000.00</td>
</tr>
</tbody>
</table>

---

Signature: John C. Perriello, P.E.

Date: 8/16/2022

---

## CCSD WWTP Consolidation Project
Bid Opening - August 11 2022, 2:00 PM

### Contract 4B: General - Influent Lift Stations

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>4B-1</td>
<td>General - Influent Lift Stations Lump Sum Price</td>
<td>1</td>
<td>LS</td>
<td>$19,828,216.40</td>
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<td>$29,775,000.00</td>
<td>$29,775,000.00</td>
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<tr>
<td>4B-2</td>
<td>General - Influent Lift Stations Contingency</td>
<td>1</td>
<td>LS</td>
<td>$900,000.00</td>
<td>$900,000.00</td>
<td>$900,000.00</td>
<td>$900,000.00</td>
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<tr>
<td><strong>TOTAL BASE BID:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$20,728,216.40</strong></td>
<td></td>
<td><strong>$30,675,000.00</strong></td>
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</tr>
</tbody>
</table>

---

John C. Pernello, P.E.  
8/16/2022  
Date
### Contract 4C: Plumbing

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>4C-1</td>
<td>Plumbing Lump Sum Bid Price</td>
<td>1</td>
<td>LS</td>
<td>$807,833.30</td>
<td>$807,833.30</td>
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<tr>
<td>4C-2</td>
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<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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</table>

**TOTAL BASE BID:**

- Engineer's Estimate: $807,833.30
- Frey & Campbell, Inc.: $1,260,600.00
- HMI Mechanical Systems, Inc.: $1,272,000.00
- Kimble, Inc.: $1,537,000.00

---

8/16/2022

John C. Perriello, P.E.

Date
## CCSD WWTP Consolidation Project
### Bid Opening - August 11 2022, 2:00 PM

**Contract 4D: HVAC**

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>UNIT PRICE</td>
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<td>TOTAL UNIT PRICE</td>
<td>TOTAL UNIT PRICE</td>
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<tr>
<td>4D-1</td>
<td>HVAC Lump Sum Bid Price</td>
<td>1</td>
<td>LS</td>
<td>$7,289,242.15</td>
<td>$7,289,242.15</td>
<td>$8,200,000.00</td>
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<td>4D-2</td>
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<td>1</td>
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<td>$7,589,242.15</td>
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<td>$6,600,000.00</td>
<td>$7,735,000.00</td>
<td>$7,872,400.00</td>
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</table>

8/16/2022
John C. Perrelli, P.E.

**Date**

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<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNITS</th>
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</thead>
<tbody>
<tr>
<td>4E-1</td>
<td>Electrical Lump Sum Bid Price</td>
<td>1</td>
<td>LS</td>
<td>$38,907,907.30</td>
<td>$38,907,907.30</td>
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<td></td>
<td><strong>TOTAL BASE BID:</strong></td>
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<td><strong>$40,657,907.30</strong></td>
<td><strong>$40,657,907.30</strong></td>
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<td></td>
<td><strong>$33,100,000.00</strong></td>
<td><strong>$33,100,000.00</strong></td>
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CCSD WWTP Consolidation Project  
Bid Opening - August 11 2022, 2:00 PM  

John C. Perriello, P.E.  
8/16/2022

STAMP_ITEMNUMBER

https://arcadis365.sharepoint.comteams/project-30067314/Shared Documents/07 Contract Administration/04 Contract Group 4/04 Bids/2022.08.xx_CCSD CG4_Bid Tab.xlsx
### CONTRACT 4A - GENERAL - REGIONAL WWTP

<table>
<thead>
<tr>
<th>SOLE BIDDER</th>
<th>Jett Industries Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUMS 1-5</td>
<td>Received</td>
</tr>
<tr>
<td>SURETY</td>
<td>Bond</td>
</tr>
<tr>
<td>Contract 4A- General Regional WWTP Lump Sum Bid Price</td>
<td>$108,721,000.00</td>
</tr>
</tbody>
</table>

- **4A-2.** General Regional WWTP Contingency Allowance: $4,500,000.00
- **4A-3.** Secondary Digester Cover Additional Repair Allowance: $250,000.00
- **4A-4.** Existing Trickling Filter Structural Repair Allowance: $350,000.00
- **4A-5.** Regional WWTP UV System Procurement: $948,000.00

**Total of All Lump Sum:** $114,769,000.00

### CONTRACT 4B - GENERAL - INFLUENT LIFT STATIONS

<table>
<thead>
<tr>
<th>SOLE BIDDER</th>
<th>Streeter Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUMS 1-5</td>
<td>Received</td>
</tr>
<tr>
<td>SURETY</td>
<td>Bond</td>
</tr>
<tr>
<td>Contract 4B-1 General-Influent Lift Stations Lump Sum Bid Price</td>
<td>$25,775,000.00</td>
</tr>
</tbody>
</table>

- **4B-2.** General -Influent Lift Stations Contingency Allowance: $900,000.00

**Total of All Lump Sum:** $30,675,000.00

### CONTRACT 4C - PLUMBING

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>Frey &amp; Campbell</th>
<th>HMI Mechanical Systems Inc. ***</th>
<th>Kimball Inc.***</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUMS 1-5</td>
<td>Received</td>
<td>Received</td>
<td>Received</td>
</tr>
<tr>
<td>SURETY</td>
<td>Bond</td>
<td>Bond</td>
<td>Bond</td>
</tr>
<tr>
<td>Contract 4C-1 Plumbing Lump Sum Bid Price</td>
<td>$1,260,400.00</td>
<td>$1,272,000.00</td>
<td>$1,537,000.00</td>
</tr>
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</table>

- **4C-2.** General -Plumbing Contingency Allowance: $50,000.00

**Total of All Lump Sum:** $1,310,600.00

### CONTRACT 4D - HVAC

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>Frey &amp; Campbell</th>
<th>HMI Mechanical Systems Inc. ***</th>
<th>J&amp;K Plumbing</th>
<th>Kimball Inc.***</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUMS 1-5</td>
<td>Received</td>
<td>Received</td>
<td>Received</td>
<td>Received</td>
</tr>
<tr>
<td>SURETY</td>
<td>Bond</td>
<td>Bond</td>
<td>Bond</td>
<td>Bond</td>
</tr>
<tr>
<td>Contract 4D-1 HVAC Lump Sum Bid Price</td>
<td>$8,200,000.00</td>
<td>$6,300,000.00</td>
<td>$7,435,000.00</td>
<td>$7,272,400.00</td>
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</tbody>
</table>

- **4D-2.** HVAC Contingency Allowance: $300,000.00

**Total of All Lump Sum:** $8,500,000.00

### CONTRACT 4E - ELECTRIC

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>Gross Electric Inc</th>
<th>Hewwitt Young LLC****</th>
<th>Mattco Electric Corp.</th>
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<tbody>
<tr>
<td>ADDENDUMS 1-5</td>
<td>Received</td>
<td>Received</td>
<td>Received</td>
</tr>
<tr>
<td>SURETY</td>
<td>Bond</td>
<td>Bond</td>
<td>Bond</td>
</tr>
<tr>
<td>Contract 4E-1 Electric Lump Sum Bid Price</td>
<td>$48,219,000.00</td>
<td>$31,350,000.00</td>
<td>$36,525,000.00</td>
</tr>
</tbody>
</table>

- **4E-2.** Electric Contingency Allowance: $1,750,000.00

**Total of All Lump Sum:** $49,969,000.00

---

* Missing Vendor Certification Form
** Missing Lobbying and the AIS form Qualification statement
*** Missing Vendor Certification form
**** Missing Lobbying and the AIS form Qualification statement
***** Missing Vendor Certification Form
CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution re-creating part-time Account Clerk position on behalf of the Chemung County Department of Public Works

Resolution #: 22-461  
Slip Type: PERSONNEL  
SEQRA status False  
State Mandated False

Explain action needed or Position requested (justification):

This route slip requests review and approval by the Executive and Legislature for recreation of a Part-Time Account Clerk at the DPW. The opening was created when our current part-time account clerk (ST) resigned to take a full-time job.

Hourly wage for a New Hire Grade 6 position is $15.39 per hour. No more than 20 hours will be worked in a given week.

Please contact me with any questions.

Thanks,
Andy Avery

ATTACHMENTS:

File Name | Description | Type | Upload Date
--- | --- | --- | ---
No Attachments Available
Resolution re-creating Public Works Specialist I/II position on behalf of the Chemung County Department of Public Works

Resolution #: 22-462
Slip Type: PERSONNEL
SEQRA status: State Mandated False

Explain action needed or Position requested (justification):
Request resolution to recreate one (1) PWS I/II position at the Department of Public Works that was left vacant at the City's DPW Shop after a resignation (JH). The PWS I position is a training position which automatically converts to a PWS II position after successful completion of probation and training (1 year).

The minimum qualifications and job duties are listed in the attached job descriptions. Of import, the PWS-I requires a CDL-B permit (CDL license within a year), while the PWS-II requires the CDL-B license at hire and a tanker endorsement within 3 months.

This is a budgeted position; funding is available. It is most likely this position will be filled by a candidate who is not currently a county or DPW employee. (We have 2 eligible staff, currently laborers, but they are not interested.) Listed as the pay range for a new hire (New Hire Schedule A-2).

ATTACHMENTS:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Specialist II_(6-20-18).pdf</td>
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<td>Cover Memo</td>
<td>8/5/2022</td>
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<tr>
<td>Public Works Specialist I_20180703.pdf</td>
<td>Public Works Specialist I</td>
<td>Cover Memo</td>
<td>8/5/2022</td>
</tr>
</tbody>
</table>
PUBLIC WORKS SPECIALIST II

Department: City of Elmira, Chemung County
Classification: Non-Competitive (Approved for Chemung County by NYSCS on 04/18/2017)
Adopted: February 4, 1991
Revised: 05/06/1991; 12/06/2011 (Public Services Specialist II); 06/02/2015; 10/06/2015; 04/05/2016; 07/03/2018
By: Regional Civil Service Commission

DISTINGUISHING FEATURES OF THE CLASS: This working position is responsible for leading and participating in the maintenance, construction and operation of a municipal public works system. Requires good working knowledge of the skilled and unskilled public works trades such as construction and maintenance of utilities, streets, sidewalks, curbs, bridges, structures, signs and signals. This position requires skilled operation and general maintenance of equipment such as dump trucks, snow plows, rollers, packers, loaders, and various types of construction equipment. General instructions are received for work assignments from the division supervisor(s), permitting some independent judgment to be exercised in the planning of technical details. Detailed instructions are received for difficult or unusual work assignments. Work is reviewed upon completion or through periodic spot checks. Functional supervision is exercised, as required, over the work of subordinate maintenance and laboring personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- May supervise and direct work of others in performance of work activities;
- Leads and participates in construction, maintenance and repair of public works infrastructure including raking, tamping, shoveling, loading/unloading of asphalt, placing cold patch and bulk construction materials, excavation and back filling for all types of public services;
- Leads and participates in removal of debris, snow, ice, leaves, trash, etc. from streets parking areas, sidewalks, cutting brush and trees;
- Performs unskilled and semi-skilled tasks in connection with the maintenance and repair of streets, bridges, culverts, catch basins, basins, storm water pipes and sewer pipes;
- Operates all public services types of equipment in connection with removal of snow, transportation of solid waste and bulk materials, construction, utility maintenance, trimming, planting and removal of trees and street construction, maintenance and paving and including preventative maintenance of equipment, utilities and facilities used/operated in public services.
- Performs traffic control for all types of work activities.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good working knowledge of the common practices, tools, terminology and safety precautions of the mechanical and construction trades; proficiency in the operation and maintenance of specialized equipment; understanding of the principles and procedures relating to operation and maintenance of a public services system; good general intelligence; good observational skills; ability to understand and follow oral and written instructions; willingness to perform manual labor; willingness to work in adverse weather; mechanical aptitude; dependability; ability to get along well with others; good hand and eye coordination; physical condition commensurate with the demands of the position.
MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and either:

(A) Successful completion of one year of training as a Public Works Specialist I with the Chemung County Department of Public Works; or

(B) Graduation from a regionally accredited or New York State registered college with an Associate’s Degree in Occupational Studies in a construction industry or heavy equipment operation; or

(C) Completion of a BOCES (or equivalent) training program in a construction industry or heavy equipment operation; and six (6) months full time paid experience which includes tasks defined in the Typical Work Activities above; or

(D) Twelve (12) months of full time paid experience working for a Public Works Department, in the construction industry including tasks defined in Typical Work Activities above; or regular operation of agricultural or construction equipment; or

(E) An equivalent combination of the experience as described in (A), (B) or (C).

SPECIAL REQUIREMENT: Possession of a Class B Commercial Driver’s License at time of appointment. Must complete tanker endorsement within 3 months of appointment. Class B license must be maintained throughout appointment in this title.
DISTINGUISHING FEATURES OF THE CLASS: This is a trainee position with the responsibility for learning and participating in the duties and routines required in the maintenance, construction and operation of a municipal public services system. The trainee is selected on the basis of general intelligence, basic knowledge of the skilled and unskilled public services trades such as construction and maintenance of utilities, streets, sidewalks, curbs, bridges, structures, signs and signals. The trainee undergoes on-the-job training to become qualified as a Public Works Specialist II. Term of appointment is limited to one year, during which time the trainee is required to satisfactorily complete the necessary training and experience requirements for appointment as a Public Works Specialist II. Does related work as required.

TYPICAL WORK ACTIVITIES: (The following work activities are listed as examples only and in no event shall an employee be limited to only those examples listed here.)

- Raking, tamping, shoveling, loading, unloading of asphalt, cold patch and bulk construction materials to include excavation and back filling for all types of public services construction and/or repairs.
- Cleaning/clearing debris, snow, ice, leaves, trash, etc. from streets parks areas, sidewalks, culverts, catch basins, basins, storm water pipes, sewer pipes, streets and bridges.
- Use and maintain construction tools and equipment such as air compressors, jack hammers, concrete mixers, pumps, mixing machines and curb machines, and stone crushers.
- Performs unskilled and semi-skilled tasks in connection with grass cutting; trimming shrubs and trees; raking leaves; cutting brush; maintaining trees, flower beds and turf area; planting and transplanting trees; wood cutting; and the maintenance of bridge and signage.
- Installs and repairs all utility and storm water lines and structures.
- Operates all public services types of equipment in connection with: removal of snow; transportation of solid waste and bulk materials; construction; utility maintenance; trimming; planting and removal of trees; and street construction, maintenance and paving.
- Performs preventative maintenance of equipment, utilities, and facilities used/operated in public services.
- Performs other related skilled and unskilled public services functions, as required.
- Performs traffic control for all types of work activities.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:
Familiarity with the common practices, tools, terminology and safety precautions of the mechanical and construction trades; working knowledge of the operation and maintenance of specialized automotive equipment; ability to learn principles and procedures relating to operation and maintenance of a public services system; good general intelligence; good observational skills; ability to understand and follow oral and written instructions; willingness to perform manual labor; willingness to work in adverse weather; mechanical aptitude; dependability; ability to get along well with others; good hand and eye coordination; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and possession of a Class D driver’s license and either:

A. Completion of a BOCES (or equivalent) training program in any construction trade or heavy equipment operation; or
B. Six (6) months of full time paid experience in the construction trades which includes work experience defined in “typical work activities” above and/or in the operation of agricultural/construction equipment.

SPECIAL REQUIREMENTS: Class D license or Class B permit must be maintained throughout appointment in this title. Possession of a Class B Commercial Driver’s license with tanker endorsement, is required within nine (9) months from date of appointment. Driver’s license must be maintained throughout appointment in this title.
July 25th, 2022

To whom it may concern:

I am writing to notify you that I am resigning from my position as a Public Works Specialist. My last day of employment will be August 8th 2022. I appreciate the opportunities I have been given at the Chemung County DPW and the professional guidance and learning experience which you have provided me. I wish you, the staff and the facility success in the future.

Best Regards,

John Horrocks
Resolution re-creating Maintenance Worker II position on behalf of the Chemung County Sewer Districts

Resolution #: 22-463
Slip Type: PERSONNEL
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
Respectfully request the approval to recreate a Maintenance Worker II position within the Sewer Districts for the Milton St. WWTP due to the resignation of a Maintenance Worker II (LE). This position will be filled internally by the promotion of a Maintenance Worker I (TBD).

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Resolution re-creating Maintenance Worker I position on behalf of the Chemung County Sewer Districts

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**Explain action needed or Position requested (justification):**
Requesting permission to recreate a Maintenance Worker I position to backfill the vacancy that will be created by the above promotion. This position will be filled by an external applicant.

**ATTACHMENTS:**

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Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Nursing Facility

**Resolution #:** 22-465  
**Slip Type:** PERSONNEL  
**SEQRA status**  
State Mandated False

**Explain action needed or Position requested (justification):**

The Nursing Facility is requesting the following positions be re-created in accordance with the approved staffing plan:

1. One Laundry Aide, FT, CSEA Grade 2A, $13.79-$17.93 per hour, 90% reimbursement

2. One Account Clerk (Billing Office), CSEA Grade 6, $15.39 - $19.66 per hour, 90% reimbursement

3. One Cleaner, CSEA Grade 1B, $13.20 - $17.29 per hour, 90% reimbursement

Thank you for your consideration

Previous Resolution 17-174

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<td>8/15/2022</td>
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## ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

### 1. Position Title: Laundry Aide **FT x PT** Prior Resolution 17-17
   - **Action Requested:** Creation **x** Re-Creation **x** Other
   - **Salary/Grade:** CSEA Grade 2A **Wage Range $13.79-$17.93/hr**
   - **Civil Service Approval:** Y
   - **Budget Account:** 50-6017-8250-50100 **Funds Available:** Y x N
   - **Reimbursement:** Federal 50% State 40% Local 10%
   - **Salary/Fringes Covered:** Y
   - **Vacancy Due To:** Resignation **x** Retirement **x** Promotion **x** Other
   - **Attachments:** Y _ N x

### 2. Position Title: **FT _____ PT ____ Prior Resolution ____
   - **Action Requested:** Creation **x** Re-Creation **x** Other
   - **Salary/Grade:** **Wage Range **
   - **Civil Service Approval:** Y
   - **Budget Account:** **Funds Available:** Y _ N
   - **Reimbursement:** Federal 50% State 40% Local 10%
   - **Salary/Fringes Covered:** Y
   - **Vacancy Due To:** Resignation **x** Retirement **x** Promotion **x** Other
   - **Attachments:** Y _ N x

### 3 Position Title: **FT _____ PT ____ Prior Resolution ____
   - **Action Requested:** Creation **x** Re-Creation **x** Other
   - **Salary/Grade:** **Wage Range **
   - **Civil Service Approval:** Y
   - **Budget Account:** **Funds Available:** Y _ N
   - **Reimbursement:** Federal 50% State 40% Local 10%
   - **Salary/Fringes Covered:** Y
   - **Vacancy Due To:** Resignation **x** Retirement **x** Promotion **x** Other
   - **Attachments:** Y _ N x

P. 1

STAMP_ITEMNUMB
DEPARTMENT: Nursing Facility

DATE: 8/1

1. Position Title: (1) Account Clerk
   Action Requested: Creation ______ Re-Creation ______ Other __________________________
   Salary/Grade: CSEA Grade 6 Wage Range $15.39-$19.66
   Budget Account: 50-6017-8310-50100
   Reimbursement: Federal ______ 50 % State ______ 40 % Local ______ 10 %
   Vacancy Due To: Resignation ______ Retirement ______ Promotion ______ Other _____________
   Salary/Fringes Covered: ______

2. Position Title: ______________________
   Action Requested: Creation ______ Re-Creation ______ Other __________________________
   Salary/Grade: ______________________ Wage Range
   Budget Account: ______________________
   Reimbursement: Federal ______ 50 % State ______ 40 % Local ______ 10 %
   Vacancy Due To: Resignation ______ Retirement ______ Promotion ______ Other _____________
   Salary/Fringes Covered: ______

3. Position Title: ______________________
   Action Requested: Creation ______ Re-Creation ______ Other __________________________
   Salary/Grade: ______________________ Wage Range
   Budget Account: ______________________
   Reimbursement: Federal ______ 50 % State ______ 40 % Local ______ 10 %
   Vacancy Due To: Resignation ______ Retirement ______ Promotion ______ Other _____________
   Salary/Fringes Covered: ______

Attachments: Y ______ N ______

P. 1
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**ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP**

DEPARTMENT: ___________________________ Nursing Facility ___________________________ DATE: 8/2

1. Position Title: Cleaner ___________________________ FT __ x __ PT _____ Prior Resolution 22-1:
   Action Requested: Creation _____ Re-Creation ____ Other ______________________________
   Salary/Grade: CSEA Grade 1B __________________ Wage Range $13.20-$17.29/hr ______ Civil Service Approval: Y __
   Budget Account: 50-6017-8240-50100 __ Funds Available: Y __ N ___
   Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y __
   Vacancy Due To: Resignation __ Retirement __ Promotion __ Other ________________
   Attachments: Y ___ N ___

2. Position Title: ___________________________ FT ______ PT _____ Prior Resolution ____
   Action Requested: Creation _____ Re-Creation _____ Other ____________________________
   Salary/Grade: ___________________________ Wage Range __________________________ Civil Service Approval: Y __
   Budget Account: ________________________ Funds Available: Y __ N ___
   Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y __
   Vacancy Due To: Resignation __ Retirement __ Promotion __ Other ________________
   Attachments: Y ___ N ___

3. Position Title: ___________________________ FT _______ PT _____ Prior Resolution ____
   Action Requested: Creation _____ Re-Creation _____ Other ____________________________
   Salary/Grade: ___________________________ Wage Range __________________________ Civil Service Approval: Y __
   Budget Account: ________________________ Funds Available: Y __ N ___
   Reimbursement: Federal 50 % State 40 % Local 10 % Salary/Fringes Covered: Y __
   Vacancy Due To: Resignation __ Retirement __ Promotion __ Other ________________
   Attachments: Y ___ N ___

P. 1
ATTACHMENT-PERSONNEL REQUISITION ROUTE SLIP

DEPARTMENT: Nursing Facility DATE: _____________

1. Position Title: ____________________________ FT __ X__ PT ___ Prior Resolution __
   Action Requested: Creation _______ Re-Creation _______ Other ________
   Salary/Grade: _______________ Wage Range _________ Civil Service Approval: Y
   Budget Account: ____________ Funds Available: Y ___ N ___
   Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other ________
   Attachments: Y ___ N ___

2. Position Title: ____________________________ FT __ X__ PT ___ Prior Resolution __
   Action Requested: Creation _______ Re-Creation _______ Other ________
   Salary/Grade: _______________ Wage Range _________ Civil Service Approval: Y
   Budget Account: ____________ Funds Available: Y ___ N ___
   Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other ________
   Attachments: Y ___ N ___

3. Position Title: ____________________________ FT _____ PT ___ Prior Resolution __
   Action Requested: Creation _______ Re-Creation _______ Other ________
   Salary/Grade: _______________ Wage Range _________ Civil Service Approval: Y
   Budget Account: ____________ Funds Available: Y ___ N ___
   Reimbursement: Federal ___ % State ___ % Local ___ % Salary/Fringes Covered: Y
   Vacancy Due To: Resignation ___ Retirement ___ Promotion ___ Other ________
   Attachments: Y ___ N ___

P. _____ 2 of
Resolution re-creating positions as contained in the Staffing Plan for the Chemung County Department of Social Services and Mental Hygiene

Resolution #: 22-466
Slip Type: PERSONNEL
SEQRA status: False
State Mandated: False

Explain action needed or Position requested (justification):

(2) two Senior Clerk positions (TK) (TW), CSEA Grade 6, $15.39 - $17.27 per hour, 67% reimbursement, due to the retirement and promotion of employees

(1) one Social Welfare Examiner Trainee position (MS), CSEA Grade 8, $17.58 per hour, 75% reimbursement, due to resignation

(1) one Information Technology Specialist position (TG), CSEA Grade 11, $22.30 per hour, 75% reimbursement, due to resignation

(1) Community Services Aide position (MM), CSEA Grade 2, $13.20 per hour, 62% reimbursement, due to resignation

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</table>
This position provides clerical support for the Children and Family Services Division. This position is responsible for performing support tasks including, but not limited to: updating cases when necessary (address changes, adding and deleting clients), monitoring and correcting various system data, expungement report to ensure compliance with state regulations, tracking specific information for billing, inventory/ordering supplies, records requests processing, processing bus pass requests, preparing files for scanning, coordinating Community Services Aide schedules, answering the phone and directing the call to the appropriate division or worker. This position also maintains several databases by performing data entry as well as tracking information.

This work involves responsibility for independently performing varied clerical duties. The Senior Clerk should have good knowledge of office terminology, procedures, equipment; ability to understand and carry out oral and written directions; ability to meet and deal with the public; exhibit good judgment and accuracy. The incumbent must have excellent keyboarding skills and a knowledge and understanding of various computer programs (Connections, Microsoft Office-Word and Excel).
This position would be assigned to a Temporary Assistance Division, which is responsible for tasks, including but not limited to:

I. Determining and Re-determining eligibility for public programs, such as Public Assistance, SNAP (Food Stamps), Medicaid, HEAP and Employment.

II. This entails, but is not limited to:
   - Initial face-to-face interview appointments (a.k.a.: Certifications)
   - Gathering and processing data necessary to make eligibility determinations
   - Re-certifications of eligibility
   - Meeting emergency needs (such as Eviction, Utility Shut-offs, etc.)
   - Meeting the day-to-day needs of the families on the caseloads (a.k.a.: Undercare)
   - Documentation of all casework activities
   - Correspondence including letters to service providers and clients
   - Local and state mandated paperwork requirements
   - Referring and networking with other agency divisions and community agencies to provide needed services to families
   - Timely assignment to work activities to ensure Federal and State participation rates are met and those clients are moved toward self-sufficiency.
   - Assist in meeting deadlines/compliance with state regulations for provision of service.
   - Reduce the error rate for cases.
   - Ensure more timely services to children and families in our community.
   - Timely case closings reduce fiscal impact.
   - Accurate and timely eligibility determination and under care services, including referrals for support services, results in a reduced recidivism rate.

This position requires a great deal of flexibility, strong oral and written communication skills, and problem-solving skills. The current caseload size per examiner ranges between 100 and 1,100 cases, this is dependent on the program area.
Rationale for IT Specialist I

IT Specialist I's are responsible for routine technical work requiring the provision of customer service providing first-line diagnosing, trouble-shooting of computer problems related to hardware, operating system software, peripheral equipment, IT supported products, security and password problems. Questions and problems that exceed the basic level are referred to an appropriate specialist. The incumbent works under the general supervision of the Director of Administrative Services with leeway for the exercise of independent judgment. May assist with IT internal business processes.

Typical activities include, but are not limited to:

- Provide first-line diagnosing, problem/incident recording, problem resolution and problem escalation for IT supported products, basic hardware issues, security and password problems;
- Provide help desk support and technical assistance for users in the organization;
- Configure, install, and maintain desktop, laptop and other computer hardware, associated operating system software and peripheral equipment;
- Disassemble, repair personal computers and peripheral equipment;
- Work with vendors for repair of desktop and other computer hardware, operating system software and peripheral equipment;
- Refer questions and problems involving computer hardware, connectivity, software and peripheral equipment associated with the computer system to the appropriate specialist;
- Conduct follow-up checks to ensure that problems are resolved to each staff/customer’s satisfaction;
Community Services Aide Rationale

These positions report to the Community Services Worker within the Department of Mental Hygiene/Division of Children’s Integrated Services. The position is part of the County Person In Need of Supervision Diversion Program and carries out activities related to children and families and provides direct child and family contact to assist with school attendance, transportation, appointments, and community activities. The position supports the outcome of diverting children and adolescents from higher levels of the systems including family court involvement, placement, detention and hospitalizations. Further outcomes include a reduction in disciplinary referrals, attendance issues and improvement in academic performance.
Resolution re-creating position as contained in the Staffing Plan for the Chemung County Jail (Correction Officer)

Resolution #: 22-467  
Slip Type: PERSONNEL  
SEQRA status  
State Mandated False

Explain action needed or Position requested (justification):  
Requesting authorization to recreate one (1) full-time Correction Officer as contained in the staffing plan for the Chemung County Jail due to the retirement of D.H.

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