AGENDA
HIGHWAY COMMITTEE
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing Purchase Agreement with Elderlee, Inc. on behalf of the Chemung County Department of Public Works (Guiderail)

2. Resolution authorizing Purchase Agreement with Arold Construction Company, Inc. on behalf of the Chemung County Department of Public Works (Cured In-Place Pipe Lining)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT
Resolution authorizing Purchase Agreement with Elderlee, Inc. on behalf of the Chemung County Department of Public Works (Guiderail)

Resolution #:
Slip Type: CONTRACT
SEQRA status
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.

Vendor/Provider Elderlee, Inc.
Term OGS Term Total Amount Estimated Prior Amount
10/14/21- 09/30/26 $400,000 (5 yrs at $80,000/yr)

Local Share 100% State Share 0
Project Yes Funds are in Federal Share 0
Budgeted? Account #

CREATION:
Date/Time: 8/5/2022 12:15:33 PM
Department: County Executive

APPROVALS:
Date/Time: 8/5/2022 12:17 PM
Approval: Approved
Department: County Executive

Date/Time: 8/9/2022 9:22 AM
Approval: Approved
Department: Budget and Research

Date/Time: 8/15/2022 1:32 PM
Approval: Approved
Department: Legislature Chairman
<table>
<thead>
<tr>
<th>Name:</th>
<th>Description:</th>
<th>Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guiderail_Piggyback_Justification.pdf</td>
<td>Guiderail Piggyback</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>OGS_Rail_Bid_3865023244a.pdf</td>
<td>OGS Rail Bid</td>
<td>Cover Memo</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 __________

✓ IS LOCAL VENDOR AVAILABLE? __ Yes, However they are not able to provide material for at this time. __________

______________________________
Nina Wells
SIGNATURE

______________________________
Nina Wells
BUYER NAME

______________________________
Tricia Wise
SIGNATURE

______________________________
Tricia Wise
DIRECTOR OF PURCHASING
# 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>Classification Codes</td>
<td>25, 30, 31, 46, 73, 90</td>
</tr>
<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>
</tbody>
</table>

**Address Inquiries To:**

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Stephanie Remmert</td>
</tr>
<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>
<tr>
<td></td>
<td>Procurement Services</td>
</tr>
<tr>
<td></td>
<td>Customer Services</td>
</tr>
<tr>
<td>Phone</td>
<td>518-474-6717</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
</tr>
</tbody>
</table>


**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
Table of Contents

SECTION 1: Contractor Information
1.1 Contractor Information ................................................................. 4
1.2 Small, Minority And Women-Owned Businesses: .................................... 5
1.3 Recycled, Remanufactured And Energy Efficient Products: ......................... 5
1.4 Note To Authorized Users: .................................................................... 6
1.5 Estimated Quantities ............................................................................. 6
1.6 Periodic Recruitment ........................................................................... 7
1.7 Procurement Instructions for Authorized Users ........................................... 7
1.8 Definitions .......................................................................................... 7

SECTION 2: TERMS AND CONDITIONS
2.1 Contract Term and Extensions ............................................................... 9
2.2 Short term Extension ........................................................................... 9
2.3 Price ................................................................................................ 9
2.4 Pricelists/Discounts ........................................................................... 9
2.5 Price Updates ................................................................................... 10
2.6 Best Pricing Offer ............................................................................ 12
2.7 Price Structure ................................................................................ 12
2.8 Volume Discounts ............................................................................... 12
2.9 Ordering ......................................................................................... 13
2.10 Purchasing Card Orders .................................................................... 13
2.11 Minimum Order ............................................................................. 13
2.12 Invoicing and Payment ................................................................... 13
2.13 Product Delivery ............................................................................ 14
2.14 Product Returns and Exchanges ......................................................... 14
2.15 Unanticipated Excessive Purchase .................................................... 14
2.16 Contract Administration................................................................... 14
2.17 NYS Financial System (SFS) .............................................................. 15
2.18 Americans with Disabilities Act (ADA) ............................................... 15
2.19 N.Y. State Finance Law § 139-l ........................................................... 15
2.20 Insurance ....................................................................................... 16
2.21 Report of Contract Usage ................................................................ 16
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 .................................................. 17
2.23 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses ................................................................. 22
2.24 Use of Recycled or Remanufactured Materials ....................................... 23
2.25 Bulk Delivery and Alternate Packaging ............................................... 23
2.26 Environmental Attributes and NYS Executive Order Number 4 ............... 23

STAMP ITEMNUMBER
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.27</td>
<td>Consumer Products Containing Mercury</td>
<td>23</td>
</tr>
<tr>
<td>2.28</td>
<td>Overlapping Contract Products</td>
<td>23</td>
</tr>
<tr>
<td>2.29</td>
<td>Preferred Source Products</td>
<td>23</td>
</tr>
<tr>
<td>2.30</td>
<td>NYS Vendor Responsibility</td>
<td>24</td>
</tr>
<tr>
<td>2.31</td>
<td>NYS Tax Law Section 5-a</td>
<td>25</td>
</tr>
<tr>
<td>2.32</td>
<td>“OGS or Less” Guidelines</td>
<td>25</td>
</tr>
<tr>
<td>2.33</td>
<td>Non-State Agencies Participation in Centralized Contracts</td>
<td>26</td>
</tr>
<tr>
<td>2.34</td>
<td>Extension of Use</td>
<td>26</td>
</tr>
<tr>
<td>2.35</td>
<td>Resellers</td>
<td>26</td>
</tr>
<tr>
<td>2.36</td>
<td>New Accounts</td>
<td>27</td>
</tr>
<tr>
<td>2.37</td>
<td>Drug and Alcohol Use Prohibited</td>
<td>27</td>
</tr>
<tr>
<td>2.38</td>
<td>Traffic Infractions</td>
<td>27</td>
</tr>
<tr>
<td>2.39</td>
<td>Instruction Manuals</td>
<td>27</td>
</tr>
</tbody>
</table>
### 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](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 SB</td>
<td>Eberl Iron Works Inc 128 Sycamore St Buffalo, NY 14204 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>
<td></td>
</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 Oaks Corners, NY 14518 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>
<td></td>
</tr>
</tbody>
</table>

Contractor accepts NYS Procurement Card for orders up to $20,000.00

<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>PC69496 SB</td>
<td>Impact Absorption Inc 180 Terminal Drive Plainview, NY 11803 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>
<td></td>
</tr>
</tbody>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>PC69497 SB</td>
<td>Systems Roadway Inc 1444 158th Street Whitestone, NY 11357 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>
<td></td>
</tr>
</tbody>
</table>

Contractor accepts NYS Procurement Card for orders from $2.00 to $10,000.00
### Comprehensive Crash Mitigation (including Attenuators, Barricades, Bridge Rails, Crash Cushions and Guide Rails) (Statewide)

<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>PC69498</td>
<td>Traffix Devices Inc</td>
<td></td>
<td>33-0217824</td>
</tr>
<tr>
<td></td>
<td>160 Avenida La Pata</td>
<td>Phone #: 949-361-5663</td>
<td>1000019392</td>
</tr>
<tr>
<td></td>
<td>San Clemente, CA 92673</td>
<td>Contact: Denise Sheppard</td>
<td></td>
</tr>
<tr>
<td></td>
<td></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>
<td></td>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>PC69499</td>
<td>Transpo Industries Inc</td>
<td></td>
<td>13-2615924</td>
</tr>
<tr>
<td>SB</td>
<td>20 Jones St</td>
<td>Toll Free #: (800) 321-7870</td>
<td>1000006174</td>
</tr>
<tr>
<td></td>
<td>New Rochelle, NY 10801</td>
<td>Phone #: (914) 636-1000 ext. 647</td>
<td></td>
</tr>
<tr>
<td></td>
<td></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.

| RS, RP, RA | Recycled             |
| RM         | Remanufactured       |
| SW         | Solid Waste Impact   |
| EE         | Energy Efficient     |
| E*         | EPA Energy Star      |
| ES         | Environmentally Sensitive |
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:

<table>
<thead>
<tr>
<th>Step Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPI for current period</td>
<td>230.000</td>
</tr>
<tr>
<td>Less PPI for previous period</td>
<td>220.000</td>
</tr>
<tr>
<td>Equals index point change</td>
<td>10.000</td>
</tr>
<tr>
<td>Divided by previous period PPI</td>
<td>220.000</td>
</tr>
<tr>
<td>Equals</td>
<td>0.045</td>
</tr>
<tr>
<td>Result multiplied by 100</td>
<td>0.045 x 100</td>
</tr>
<tr>
<td>Equals percent change</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

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
• Unit Price
• Quantity
• Unit of Measure
• Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor’s billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/nys-vendors.

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.

<table>
<thead>
<tr>
<th>Report #</th>
<th>From</th>
<th>To</th>
<th>Report Due Date</th>
</tr>
</thead>
<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>
<td>10/15/2022</td>
</tr>
<tr>
<td>3</td>
<td>10/1/2022</td>
<td>3/31/2023</td>
<td>4/15/2023</td>
</tr>
<tr>
<td>4</td>
<td>4/1/2023</td>
<td>9/30/2023</td>
<td>10/15/2023</td>
</tr>
<tr>
<td>5</td>
<td>10/1/2023</td>
<td>3/31/2024</td>
<td>4/15/2024</td>
</tr>
<tr>
<td>6</td>
<td>4/1/2024</td>
<td>9/30/2024</td>
<td>10/15/2024</td>
</tr>
<tr>
<td>7</td>
<td>10/1/2024</td>
<td>3/31/2025</td>
<td>4/15/2025</td>
</tr>
<tr>
<td>8</td>
<td>4/1/2025</td>
<td>9/30/2025</td>
<td>10/15/2025</td>
</tr>
<tr>
<td>9</td>
<td>10/1/2025</td>
<td>3/31/2026</td>
<td>4/15/2026</td>
</tr>
<tr>
<td>10</td>
<td>4/1/2026</td>
<td>9/30/2026</td>
<td>10/15/2026</td>
</tr>
</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/greenny/. 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.

<table>
<thead>
<tr>
<th>Product</th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product meets your needs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product meets contract specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pricing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timeliness of delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completeness of order (fill rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responsiveness to inquiries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee courtesy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Problem resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
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 #:
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

Vendor/Provider: Arold Construction Company, Inc.
Term: 7/1/2022 to 6/30/2023
Total Amount: $75,000
Prior Amount: -0-
Local Share: 100%
State Share: -0-
Federal Share: -0-
Project Budgeted: Yes
Funds are in Account #

CREATION:
Date/Time: [Insert Date/Time]
Department: [Insert Department]

STAMP_ITEMNUMB
### APPROVALS:

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Approval</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/10/2022 11:08 AM</td>
<td>Approved</td>
<td>County Executive</td>
</tr>
<tr>
<td>8/10/2022 3:21 PM</td>
<td>Approved</td>
<td>Budget and Research</td>
</tr>
<tr>
<td>8/15/2022 1:36 PM</td>
<td>Approved</td>
<td>Legislature Chairman</td>
</tr>
</tbody>
</table>

### ATTACHMENTS:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Type</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>
</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>
</tr>
<tr>
<td>Proposal for Coleman Ave 18&quot; Lining Project Chemung County CIPP.pdf</td>
<td>Proposal for Coleman Ave 18&quot; Lining Project</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Request for Bid - Onondaga County Cured In-place Pipe Lining Contract.pdf</td>
<td>Request for Bid-Onondaga County Cured In-place pipe lining project</td>
<td>Cover Memo</td>
</tr>
</tbody>
</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.
# AROLD 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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>IG</td>
<td>Provide temporary bypass pumping system for 60&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$900.00</td>
<td></td>
</tr>
<tr>
<td>IH</td>
<td>Removed from bid</td>
<td></td>
<td>XXXXX</td>
<td></td>
</tr>
<tr>
<td>IA</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>
</tr>
<tr>
<td>IB</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>
<td></td>
</tr>
<tr>
<td>IC</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>
<td></td>
</tr>
<tr>
<td>IA</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>
<td></td>
</tr>
<tr>
<td>IB</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$38.00</td>
<td></td>
</tr>
<tr>
<td>IC</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$38.00</td>
<td></td>
</tr>
<tr>
<td>IA</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>
<td></td>
</tr>
<tr>
<td>IB</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>UV CURED UNIT PRICE</td>
<td>HEAT CURED UNIT PRICE</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>4C</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<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>$45.00</td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>5C</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<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>$60.00</td>
<td></td>
</tr>
<tr>
<td>6B</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>6C</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>7B</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$165.00</td>
<td></td>
</tr>
<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>$165.00</td>
<td></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>$220.00</td>
<td></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>$220.00</td>
<td></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>$220.00</td>
<td></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>$300.00</td>
<td></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>$300.00</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>UV CURED UNIT PRICE</td>
<td>HEAT CURED UNIT PRICE</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
<td>---------------------</td>
<td>-----------------------</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>$300.00</td>
<td></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>$360.00</td>
<td></td>
</tr>
<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>$360.00</td>
<td></td>
</tr>
<tr>
<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>$360.00</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>11C</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$420.00</td>
<td></td>
</tr>
<tr>
<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>$550.00</td>
<td></td>
</tr>
<tr>
<td>12B</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<td>12C</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<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>
<td></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>$525.00</td>
<td></td>
</tr>
<tr>
<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>$525.00</td>
<td></td>
</tr>
<tr>
<td>14A</td>
<td>Removed from bid</td>
<td></td>
<td>XXXX</td>
<td></td>
</tr>
<tr>
<td>14B</td>
<td>Removed from bid</td>
<td></td>
<td>XXXX</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>UV CURED UNIT PRICE</td>
<td>HEAT CURED UNIT PRICE</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>14C</td>
<td>Removed from bid</td>
<td></td>
<td>XXXXX</td>
<td></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>
<td>Each</td>
<td>$100.00</td>
<td></td>
</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>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
<td>$1.50</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>LF</td>
<td>$2.50</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>LF</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
<td>LF</td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
<td>LF</td>
<td>$36.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>LF</td>
<td>$42.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Removed from bid</td>
<td></td>
<td>XXXXX</td>
<td></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

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

---

STAMP ITEMNUM
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

Arolid 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>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UV CURE UNIT PRICE</th>
<th>HOT H2O/STEAM UNIT PRICE</th>
</tr>
</thead>
<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>
<td></td>
</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>
<td></td>
</tr>
<tr>
<td>1D</td>
<td>Provide temporary bypass pumping system for 36&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td>$3500.00</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>$42.00</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<td>$48.73</td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$48.73</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>$51.98</td>
<td></td>
</tr>
<tr>
<td>4C</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>$51.98</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
</tbody>
</table>
# CURED - IN - PLACE PIPE LINING

Itemized Bid Sheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5B</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>58.70</td>
</tr>
<tr>
<td>5C</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>58.70</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>6B</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>94.60</td>
</tr>
<tr>
<td>6C</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>94.60</td>
</tr>
<tr>
<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>122.50</td>
</tr>
<tr>
<td>7B</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>122.50</td>
</tr>
<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>
</tbody>
</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>
</tr>
<tr>
<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>
</tr>
<tr>
<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>392.42</td>
</tr>
<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>392.42</td>
</tr>
<tr>
<td>11C</td>
<td>Provide new 42&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>392.42</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>12B</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td>425.00</td>
</tr>
<tr>
<td>12C</td>
<td>Provide new 48&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td>425.00</td>
</tr>
<tr>
<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>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>
<tr>
<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>
</tr>
<tr>
<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>
</tr>
<tr>
<td>15A</td>
<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>
</tr>
<tr>
<td>15B</td>
<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>
</tr>
</tbody>
</table>
## CURED - IN - PLACE PIPE LINING

**Itemized Bid Sheet**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
<td>3.50</td>
</tr>
<tr>
<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
<td>275.00</td>
</tr>
<tr>
<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>LF</td>
<td>10.00</td>
</tr>
<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>LF</td>
<td>13.00</td>
</tr>
<tr>
<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
<td>LF</td>
<td>17.00</td>
</tr>
<tr>
<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
<td>LF</td>
<td>21.00</td>
</tr>
<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>LF</td>
<td>24.50</td>
</tr>
<tr>
<td>23</td>
<td>Provide Temporary Bypass Pumping Systems for 80&quot; CIPP</td>
<td>Per Day</td>
<td>5700.00</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.
# COUNTY OF ONONDAGA
## DIVISION OF PURCHASE
### 13TH FLOOR
#### 421 MONTGOMERY STREET
##### SYRACUSE NEW YORK 13202

## BLANKET

## NOTICE OF CONTRACT AWARD

<table>
<thead>
<tr>
<th>COMMODITY/SERVICE:</th>
<th>936-54  Cured In-Place Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACT PERIOD:</strong></td>
<td>July 1, 2020 – June 30, 2021</td>
</tr>
<tr>
<td><strong>BID OPENED:</strong></td>
<td>May 7, 2020</td>
</tr>
<tr>
<td><strong>BID REF. #:</strong></td>
<td>0010394</td>
</tr>
<tr>
<td><strong>REFERENCE:</strong></td>
<td>Supersedes Ref. #8714</td>
</tr>
<tr>
<td><strong>RENEWAL:</strong></td>
<td>Two (2) additional one (1) year periods</td>
</tr>
<tr>
<td><strong>DATE ISSUED:</strong></td>
<td>July 16, 2020</td>
</tr>
<tr>
<td><strong>INQUIRIES TO:</strong></td>
<td>Howard Mansfield, Buyer</td>
</tr>
<tr>
<td></td>
<td>315-435-3504</td>
</tr>
</tbody>
</table>

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>
</tr>
<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:lucurtis@pim-inc.com">lucurtis@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>PRECISION TRENCHLESS</th>
<th>AROLD CONSTRUCTION CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td></td>
<td>FURNISH CURED IN PLACE PIPE AS SPECIFIED:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1B</td>
<td></td>
<td>PROVIDE TEMPORARY BYPASS PUMPING SYSTEM FOR 6&quot; TO 12&quot; CIPP RESTORATION AS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UV CURED UNIT PRICE: $500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEAT CURED UNIT PRICE: $50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1C</td>
<td></td>
<td>PROVIDE TEMPORARY BYPASS PUMPING SYSTEM FOR 15&quot; TO 24&quot; CIPP RESTORATION AS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UV CURED UNIT PRICE: $3500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEAT CURED UNIT PRICE: $100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1D</td>
<td></td>
<td>PROVIDE TEMPORARY BYPASS PUMPING SYSTEM FOR 30&quot; CIPP RESTORATION AS SPECIFIED:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UV CURED UNIT PRICE: $3500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEAT CURED UNIT PRICE: $250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Unit Price</td>
<td>Heat Cured Unit Price</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------------</td>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td>1E</td>
<td>Provide Temporary Bypass Pumping System for 42&quot; CIPP Restoration As Specified</td>
<td>$4,900.00</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>1F</td>
<td>Provide Temporary Bypass Pumping System for 48&quot; CIPP Restoration As Specified</td>
<td>$4,900.00</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>1G</td>
<td>Provide Temporary Bypass Pumping System for 60&quot; CIPP Restoration As Specified</td>
<td>$5,900.00</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs 0-260</td>
<td>$40.00</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>2B</td>
<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs 261 - 500</td>
<td>$40.00</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>2C</td>
<td>Provide New 6&quot; CIPP Lining As Specified, Including Mobilization and All Misc. Costs Greater Than 500</td>
<td>$40.00</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Unit Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>Heat Cured Unit Price:</td>
<td>$30.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide New 8&quot; CIPP Lining as Specified, including Mobilization and All Misc. Costs (0' to 250'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3B</td>
<td>UV Cured Unit Price:</td>
<td>$44.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heat Cured Unit Price:</td>
<td>$33.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Provide New 8&quot; CIPP Lining as Specified, including Mobilization and All Misc. Costs (251' to 500'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV Cured Unit Price:</td>
<td>$44.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heat Cured Unit Price:</td>
<td>$33.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4A</td>
<td>Provide New 10&quot; CIPP Lining as Specified, including Mobilization and All Misc. Costs (0' to 250'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV Cured Unit Price:</td>
<td>$48.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heat Cured Unit Price:</td>
<td>$34.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>Provide New 10&quot; CIPP Lining as Specified, including Mobilization and All Misc. Costs (251' to 500'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV Cured Unit Price:</td>
<td>$48.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heat Cured Unit Price:</td>
<td>$34.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 10&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4C</td>
<td>UV CURED UNIT PRICE: $48.52 $34.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 12&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>UV CURED UNIT PRICE: $54.69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $38.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 12&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>UV CURED UNIT PRICE: $54.69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $38.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 12&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5C</td>
<td>UV CURED UNIT PRICE: $54.69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $38.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 15&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6A</td>
<td>UV CURED UNIT PRICE: $89.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $50.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 15” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>6B</td>
<td>UV CURED UNIT PRICE:</td>
<td>$89.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td>$50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 15” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6C</td>
<td>UV CURED UNIT PRICE:</td>
<td>$89.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td>$50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 18” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7A</td>
<td>UV CURED UNIT PRICE:</td>
<td>$115.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td>$150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 18” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7B</td>
<td>UV CURED UNIT PRICE:</td>
<td>$115.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td>$150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 18” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500'):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7C</td>
<td>UV CURED UNIT PRICE:</td>
<td>$115.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE:</td>
<td>$150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROVIDE NEW 24” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>8A</td>
<td>UV CURED UNIT PRICE: $149.75</td>
<td>HEAT CURED UNIT PRICE: $200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8B</td>
<td>PROVIDE NEW 24” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8C</td>
<td>UV CURED UNIT PRICE: $149.75</td>
<td>HEAT CURED UNIT PRICE: $200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9A</td>
<td>PROVIDE NEW 30” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td>UV CURED UNIT PRICE: $205.90</td>
<td>HEAT CURED UNIT PRICE: $250.00 *</td>
<td></td>
</tr>
<tr>
<td>9B</td>
<td>PROVIDE NEW 30” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td>UV CURED UNIT PRICE: $205.99</td>
<td>HEAT CURED UNIT PRICE: $250.00</td>
<td></td>
</tr>
<tr>
<td>Bc</td>
<td>10A</td>
<td>10B</td>
<td>10C</td>
<td>11A</td>
</tr>
<tr>
<td>----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>PROVIDE NEW 30” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500’):</td>
<td>$295.98</td>
<td>$270.00</td>
<td>$270.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>UV CURED UNIT PRICE:</td>
<td>$250.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>PROVIDE NEW 36” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0’ TO 250’):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV CURED UNIT PRICE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDE NEW 42” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0’ TO 250’):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV CURED UNIT PRICE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDE NEW 42” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0’ TO 500’):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV CURED UNIT PRICE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDE NEW 42” CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500’):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV CURED UNIT PRICE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

STAMP_ITEMNUMBER
<table>
<thead>
<tr>
<th></th>
<th>PROVIDE NEW 42&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11B</td>
<td>UV CURED UNIT PRICE: $282.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $350.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11C</td>
<td>UV CURED UNIT PRICE: $282.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $350.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12A</td>
<td>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (0' TO 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV CURED UNIT PRICE: $325.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12B</td>
<td>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (251' TO 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV CURED UNIT PRICE: $325.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12C</td>
<td>PROVIDE NEW 48&quot; CIPP LINING AS SPECIFIED, INCLUDING MOBILIZATION AND ALL MISC. COSTS (GREATER THAN 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UV CURED UNIT PRICE: $325.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEAT CURED UNIT PRICE: $400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>UV Cured Unit Price</td>
<td>Heat Cured Unit Price</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>---------------------</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>13A</td>
<td>Provide new 60&quot; CIPP lining as specified, including mobilization and all misc. costs (0' to 250')</td>
<td>$495.00</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<td>13B</td>
<td>Provide new 60&quot; CIPP lining as specified, including mobilization and all misc. costs (251' to 500')</td>
<td>$495.00</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<td>13C</td>
<td>Provide new 60&quot; CIPP lining as specified, including mobilization and all misc. costs (greater than 500')</td>
<td>$495.00</td>
<td>$450.00</td>
<td></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>
<td>$275.00</td>
<td>$100.00</td>
<td></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>
<td>$275.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>UV Cured Unit Price</td>
<td>Heat Cured Unit Price</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
<td>---------------------</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Provide Supplemental CCTV Inspection Services</td>
<td>$3.50</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Grind Down Protruding Traps</td>
<td>$275.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>$10.00</td>
<td>$2.00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>$13.00</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
<td>$17.00</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
<td>$21.00</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>$24.50</td>
<td>$35.00</td>
<td></td>
</tr>
</tbody>
</table>
CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY ______________________ Onandaga County

BID NUMBER & TITLE ___ 936-54 ___ Cure in Place Pipe

VENDOR NAME ___ Arold 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  Buyer Name

_________________________  _______________________
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>
</tr>
<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>

\[ \text{TOTAL PRICE} = 29,020.00 \]

**5% Allowance**

\[ \text{TOTAL PRICE W/ ALLOW} = 30,471.00 \]

***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,

Ryan Arold
Vice President
# Request for Bid

## Event Details

<table>
<thead>
<tr>
<th>Event ID</th>
<th>Format</th>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONGOV-BID00010334</td>
<td>Sell</td>
<td>RPM</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Round</th>
<th>Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Cured In-Place Pipe Lining</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/16/2020 11:00:00 EDT</td>
<td>05/07/2020 14:00:00 EDT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre-Bid Meeting Date</th>
<th>Advertisement Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Final Question Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/23/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NYS PRS#</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>20200004097</td>
<td>3300600000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Currency:</th>
<th>US Dollar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bids allowed in other currency:</td>
<td>No</td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th>Line</th>
<th>Item ID</th>
<th>Line Qty</th>
<th>UOM</th>
<th>Unit Price $</th>
<th>Extended Price $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1.00</td>
<td>Batch Lot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description: PRICING PAGES - SEE BID DOCUMENT, SECTION TITLED, BID FORM & CERTIFICATION
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 Currency: US Dollar
Bids allowed in other currency: No

---

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 for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). 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
<table>
<thead>
<tr>
<th><strong>Procurement Description:</strong> Cured In-Place Pipe Lining</th>
<th><strong>Date of Bid Release:</strong> 04/16/2020 at 11:00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deadline for Submission of Questions:</strong> April 29, 2020</td>
<td><strong>Bid Submission Deadline:</strong> 05/07/2020 at 02:00 PM</td>
</tr>
<tr>
<td><strong>Is a Bid Security Required?</strong> No</td>
<td><strong>Pre-Bid Meeting:</strong> No</td>
</tr>
<tr>
<td><strong>If a Bid Security Required, the amount of such security is as follows:</strong> N/A</td>
<td><strong>Is a Performance Security Required?</strong> Yes</td>
</tr>
<tr>
<td><strong>PRC Number:</strong> Yes</td>
<td><strong>If a Performance Security is required, the amount of such security is as follows:</strong> $500,000.00</td>
</tr>
<tr>
<td><strong>PRC Number:</strong> 2020004097</td>
<td></td>
</tr>
</tbody>
</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 an 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>
<thead>
<tr>
<th>Procurement Description: Cured In-Place Pipe Lining</th>
<th>Date of Bid Release: 04/16/2020 at 11:00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deadline for Submission of Questions:</strong></td>
<td><strong>Bid Submission Deadline:</strong></td>
</tr>
<tr>
<td><strong>April 29, 2020</strong></td>
<td><strong>05/07/2020 at 02:00 PM</strong></td>
</tr>
<tr>
<td><strong>Is a Bid Security Required?</strong></td>
<td><strong>Pre-Bid meeting:</strong></td>
</tr>
<tr>
<td><strong>N/A</strong></td>
<td></td>
</tr>
<tr>
<td><strong>If a Bid Security Required, the amount of such bond is as follows:</strong></td>
<td><strong>Is a Performance Security Bond Required?</strong></td>
</tr>
<tr>
<td><strong>N/A</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PRC Number:</strong></td>
<td><strong>If a Performance Security Bond is required, the amount of such bond is as follows:</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PRC Number:</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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 (CIPPL) 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 CIPPL within the sewer main.

C. The sewer main CIPPL 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 CIPPL 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 under 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/ft³
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 date 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 reinstate 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 prior to 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 FI 216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

11. ASTM FI 743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull in and Inflatable 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
| Deadline for Submission of Questions: April 29, 2020 | Bid Submission Deadline: 05/07/2020 at 02:00 PM | Submit To:
| Is a Bid Security Required? No | Pre-Bid Meeting: No | Onondaga County
| If a Bid Security Required, the amount of such bond is as follows: N/A | Is a Performance Security Required? Yes | DIV OF PURCHASE
| PRC Number Yes PRC Number: 2020004097 | If a Performance Security is required, the amount of such bond is as follows: $500,000.00 | John H Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse NY 13202
United States
Contact: Stephanie Cunningham
Email: stephaniecunningham@ongov.net

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>
</tr>
</thead>
<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></td>
<td></td>
</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></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></td>
<td></td>
</tr>
<tr>
<td>1D</td>
<td>Provide temporary bypass pumping system for 36&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1E</td>
<td>Provide temporary bypass pumping system for 42&quot; CIPP restoration as specified.</td>
<td>Per Day</td>
<td></td>
<td></td>
</tr>
<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></td>
<td></td>
</tr>
<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></td>
<td></td>
</tr>
<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></td>
<td></td>
</tr>
<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></td>
<td></td>
</tr>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>3C</td>
<td>Provide new 8&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<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></td>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4C</td>
<td>Provide new 10&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5C</td>
<td>Provide new 12&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6A</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6B</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6C</td>
<td>Provide new 15&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7A</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7B</td>
<td>Provide new 18&quot; CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td></td>
<td></td>
<td></td>
</tr>
<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></td>
<td></td>
<td></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></td>
<td></td>
<td></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></td>
<td></td>
<td></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></td>
<td></td>
<td></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></td>
<td></td>
<td></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></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9C</td>
<td>Provide new 30&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10A</td>
<td>Provide new 36&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10B</td>
<td>Provide new 36&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10C</td>
<td>Provide new 36&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11A</td>
<td>Provide new 42&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11B</td>
<td>Provide new 42&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11C</td>
<td>Provide new 42&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12A</td>
<td>Provide new 48&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12B</td>
<td>Provide new 48&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12C</td>
<td>Provide new 48&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13A</td>
<td>Provide new 60&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13B</td>
<td>Provide new 60&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13C</td>
<td>Provide new 60&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14A</td>
<td>Provide new 72&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14B</td>
<td>Provide new 72&quot; CIP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Provide service cuts for all existing laterals, tie-ins and connections as specified.</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Provide supplemental CCTV inspection services</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Grind Down Protruding Taps</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Perform Heavy Cleaning of 8&quot;-12&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Perform Heavy Cleaning of 15&quot;-18&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Perform Heavy Cleaning of 24&quot;-36&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Perform Heavy Cleaning of 48&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Perform Heavy Cleaning of 60&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Perform Heavy Cleaning of 72&quot; Sewers</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL ITEMS 1 – 23:</strong></td>
<td><strong>XX</strong></td>
<td></td>
<td></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

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</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: _________________________________
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 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 |
| Is a Bid Security Required?  
No | Is a Performance Security Required?  
Yes | If a Bid Security Required, the amount of such bond is as follows:  
N/A | 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>
</table>

- 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: ______________________________________
Form W-9
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 (specify type of partnership)
□ Exempt entity (specify type of entity)
□ Other (specify)

Address (number, street, and apt. or suite no.) Requester’s name and address (optional)

City, state, and ZIP code

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. The individual, sole proprietor, or disregarded entity 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

Employer identification number

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. 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
3. 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 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, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date

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 your 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 payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign source 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.
The U.S. grantor or other owner of a grantor trust or not the trust, and

The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even if the person has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requestor the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells you that you furnished an incorrect TIN.

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 not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt 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 $100 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 or divorce, you may enter your new name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circled, 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, "P" 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.
Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:
1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.
6. Other payees that may be exempt from backup withholding include:
   a. A corporation.
   b. A foreign central bank of issue.
   c. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
   d. A futures commission merchant registered with the Commodity Futures Trading Commission.
   e. A real estate investment trust.
   f. An entity registered at all times during the tax year under the Investment Company Act of 1940.
   g. A common trust fund operated by a bank under section 584(a).
   h. A financial institution.
   i. A member of the investment community as a nominee or custodian.
   j. A trust exempt from tax under section 564 or described in section 4047.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 3</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker.</td>
</tr>
<tr>
<td>Broker exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $50,000</td>
<td>Generally, exempt payees 1 through 7</td>
</tr>
</tbody>
</table>

1. See Form 1099-MISC. Miscellaneous income, and its instructions.
2. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 805(1), even if the attorney is a corporation) and repayable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for penalties paid by a federal executive agency.

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/ITIN on page 3.

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 3), 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.

Enter the chart on page 4 for further clarification of name 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.ssa.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 requester. For interest and dividend payments, and certain payments made with respect to readily tradeable instruments, generally you will have 60 days to get a TIN and give it to the requester 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 requester.

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 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-8. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payee, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 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 requester, you must cross out item 2 in the certification before sending 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” includes 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 a certain fishing boat crew member 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:

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Give name and TIN of:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>The individual</td>
<td>The owner</td>
</tr>
<tr>
<td>Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
<td>The owner</td>
</tr>
<tr>
<td>Custodian account of a minor</td>
<td>The minor</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>4. If the usuage savings trust (grantor is also trustee)</td>
<td>The actual owner</td>
<td>The owner</td>
</tr>
<tr>
<td>5. Trust ownership or dispositive entity owned by an individual</td>
<td>The owner</td>
<td>The legal entity</td>
</tr>
</tbody>
</table>

If the account is owned by an individual:

6. Disregarded entity not owned by an individual

7. A valid, trust, estate, or pension trust

8. Corporate or LLC electing corporate status under Form 8832

9. Association, club, religious, charitable, educational, or other tax-exempt organization

10. Partnership or multi-member LLC

11. A broker or registered nominee

12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or similar entity) that receives agricultural program payments

Protect Yourself from Suspicious Emails or Phishing Schemes

Phishing is the creation and use of email and websites designed to mimic legitimate business firms and websites. The most common type of phishing 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 contact with taxpayers via email. 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 information.

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: sps@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-226-0275.

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, and certain other income paid to you, mortgage interest you paid, 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 may provide this information to the Department of Justice for civil and criminal litigation, and to 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 non-tax criminal laws, or 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. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee 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
hermanhoward@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 included 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 HRC-1

All forms below 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 LCPhacker
- Certified Payroll – due every two (2) weeks via LCPhacker 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 LCPhacker (https://www.lcphacker.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 LCPhacker 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 attempts 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 “brokerage” 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 H) 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 4OCFR 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 payments 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>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>Contract Name/Description:</td>
<td>Bid Number</td>
</tr>
<tr>
<td>Project Owner Name</td>
<td>Project Number:</td>
</tr>
<tr>
<td>(include department name):</td>
<td></td>
</tr>
<tr>
<td>Project Owner Address:</td>
<td>State:</td>
</tr>
<tr>
<td>City:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Authorized Certificate Signature:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

## PROJECTED M/WBE AND EEO CONTRACT SUMMARY

<table>
<thead>
<tr>
<th>%</th>
<th>Amount ($)</th>
<th>%</th>
<th># of Employees</th>
<th>Work Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Dollar Value of the Prime Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. MBE Goal Applied to the Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. WBE Goal Applied to the Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. MBE/WBE Combined Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Total # of Employees/Work Hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Total Goal for Minority Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Total Goal for Female Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. EEO Workforce Combined Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

## EFC ADMINISTRATIVE UNIT M/WBE PROGRAM USE ONLY

<table>
<thead>
<tr>
<th>Proposed Goals</th>
<th>Date Approved</th>
<th>Date Disapproved</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE (%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WBE (%)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM A CONTINUED

SECTION I - MBE INFORMATION:
In order to achieve the MBE Goals, New York State certified MINORITY-OWNED firms are expected to participate in the following manner:

<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Description of Work (MBE)</th>
<th>Project MBE Contract Amount and Award Date</th>
<th>Contract Schedule Start Date</th>
<th>Contract Payment Schedule</th>
<th>Project Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td>$</td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>$</td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>$</td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Completion Date</td>
<td>Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Payment Schedule</td>
<td>Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Schedule Start Date</td>
<td>Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project WBE Contract Amount and Award Date</td>
<td>$ Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Work (WBE)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>Name:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Telephone:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Version Date:** 9/2017
SECTION III - 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.

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Total Work Hours of Contract</th>
<th>All Employees Hours</th>
<th>Minority Employee Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Males</td>
<td>Females</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service/Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM B
CONTRACTOR'S MINORITY & FEMALE WORKFORCE UTILIZATION PLAN
(DUE AT THE TIME OF BID)

Company Name: 

Company Address: 

City: State: Zip Code: 

Company's Workforce Contact Person: Telephone: E-mail: 

Duration of Project: From: To: Bid # (4 Digit #): 

Minority Workforce Goal: 18% Female Workforce Goal: 12% 

CONTRACTOR'S WORKFORCE ON PROJECT:

Positions # of Employees 
Superintendents 
Foreman 
Journeyman 
Apprentices 
Laborers 

Other Positions (Specify): 

Total Workforce 

Minorities Utilized in Workforce 

Females Utilized in Workforce 

Positions # of Employees Positions # of Employees 
1 
2 
3 
4 

Minority Percentage 

Female Percentage 

Form B Version Date: 11/2017
FORM B1
MINORITY AND FEMALE WORKFORCE UTILIZATION PLAN
DETAILED WORKFORCE LISTING

Company Name: 
Contract Name/ Description: 

Address: 
Bid Number
Date Filed:

City: 
State: 
Zip Code: 
Telephone: 
Contact E-mail:

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Address City, State, Zip Code Telephone</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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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 ____________________ of our office at ____________________.

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 ITEM NUMBER
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>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</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 grantee.

MBE or WBE (circle one for either or both for M/WBE)  Consultant or Contractor (circle one)

Address, City, State and Zip Code  Address, City, State and Zip Code

Phone Number  Contact E-mail  Phone Number  Contact E-mail

Signature of MBE/WBE  Signature of Prime Contractor/Consultant

Name & Title  Date  Name & Title  Date

STAMP ITEM NUMBER
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  MBE (□) and/or WBE (□)

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NAME OF MBE/WBE CONTRACTOR  SIGNATURE OF MBE/WBE CONTRACTOR  DATE

STAMP ITEM NUMBER
FORM F

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:

   [name]

   (principal of prime consultant/contractor) [title]

   of [name of consultant's/contractor's firm] located at [full address]

   (full address cont'd)

   (telephone number) and

   (e-mail address)

CERTIFY THAT ON [date], 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 [description of project, bid number]

AREA(S) OF WORK MBE ☐ MBE ☐ OR BOTH ☐ ASKED TO BID ON:

MBE/WBE Name & Name of Person Spoken To:

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 with this contractor

☐ Other: [reason]

SIGNATURE OF PRIME CONSULTANT/CONTRACTOR: [signature] NAME IN PRINT & TITLE: [name]

DATE: [date]

STAMP ITEM NUMBER: [stamp]
ATTACHMENT G
(G FORM)

MONTHLY REPORT
County of Onondaga

Month of [ ] Year [ ]

ENGINEER/CONTRACTOR'S MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) MONTHLY REPORT

The following information indicates the payment amounts made to the contractor by the County of Onondaga and payments made to NYS certified MWBEs from the contractor on this project. The payments as shown made to them are in compliance with contract documents for the above referenced project:

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>MBE</td>
<td>WBE</td>
</tr>
<tr>
<td></td>
<td>Active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inactive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inactive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inactive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

% of TOTAL CONTRACT

Date: [ ] Signature: [ ] Print Name: [ ]
**FORM H**

**EMPLOYMENT INFORMATION REPORT HRC-1**

**EQUAL EMPLOYMENT OPPORTUNITY**

Project Name: 

Bid # (4 digit number): 

**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.)

   **A NAME OF REPORTING UNIT**

   **PHONE**

   **E-MAIL**

   **ADDRESS**

   (NUMBER & STREET)

   **CITY**

   **STATE**

   **ZIP CODE**

**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></td>
<td>(1)</td>
<td>(2)</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>Craftsman 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>
</tbody>
</table>

TOTAL EMPLOYEES from previous report (if any)

File Form H

Sheet Section A and B

Version Date: 11/2017

STAMP ITEM NUMBER
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.

Minority

Includes Black, Hispanics, American Indians, Alaskan Natives and Asian and Pacific Islanders, both men and women.

1. Current Goals

As stated Bid Conditions.

2. Reporting Period

From the first to the end of the month. Due on the 5th day of the following month.

3. Estimated Completion Date

Best possible estimation.

4. Percent of Job Completed

% project work contractor of subcontractor has completed.

5. Work Hours of Employment

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.

6. Minority Percentage

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).

7. Female Percentage

For each trade the number reported in 5a (F) divided by the sum of the numbers reported in 5a. M and F.

8. Total Number of Employees

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.

9. Total Number of Minority Employees

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.

10. Construction Trade

Only those construction crafts which contractor employs in the covered area.

11. and 12.

These items must be completed.
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
Table of Contents

PART 1: HOW TO USE THIS DOCUMENT ........................................................................... 4
PART 2: REQUIRED CONTRACT LANGUAGE .................................................................. 6
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 .................................................... 6
  I. General Provisions ........................................................................................................ 6
  II. Equal Employment Opportunities (EEO) ................................................................. 6
  III. Business Participation Opportunities for MWBEs .................................................. 8
       A. Contract Goals ...................................................................................................... 8
       B. MWBE Utilization Plan ....................................................................................... 8
       C. Requests for Waiver ......................................................................................... 9
       E. Liquidated Damages - MWBE Participation ....................................................... 9
SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES .................................................. 10
  I. General Provisions ...................................................................................................... 10
  II. Contract Goals ......................................................................................................... 10
  III. SDVOB Utilization Plan ......................................................................................... 10
  IV. Request for Waiver ............................................................................................... 10
  VI. Breach of Contract and Damages .......................................................................... 11
SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT ............. 11

PART 3: GUIDANCE MATERIALS ...................................................................................... 12

APPLICABILITY OF PROGRAM REQUIREMENTS ................................................................ 12
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 ......................................................................................................................... 13
  I. Summary of EEO and MWBE Forms ..................................................................... 13
     A. Forms to be Submitted Prior to Contract Execution ........................................... 13
     B. Forms to be Submitted During the Term of the Contract ................................... 13
  II. Business Participation Opportunities for MWBEs ................................................... 13
     A. Contract Goals .................................................................................................... 13
     B. Good Faith Efforts ........................................................................................... 14
     C. MWBE Utilization Plan .................................................................................... 15
     D. Eligibility for MWBE Participation Credit ....................................................... 15
     E. Requests for Waiver .......................................................................................... 16
  III. Subcontractor’s Responsibilities .......................................................................... 16
  IV. Protests/Complaints .............................................................................................. 17
  V. Waste, Fraud and Abuse ......................................................................................... 18
SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES ......................................................................................................................... 18
  I. Summary of SDVOB Forms .................................................................................... 18
     A. Forms to be Submitted Prior to Contract Execution ........................................... 18
     B. Forms to be Submitted During the Term of the Contract ................................... 18
  II. SDVOB Participation Opportunities ...................................................................... 18
     A. Contract Goals .................................................................................................... 18
     B. Good Faith Efforts ........................................................................................... 18
     C. SDVOB Utilization Plan .................................................................................... 19
     D. Eligibility for SDVOB Participation Credit ....................................................... 20
     E. Requests for Waiver .......................................................................................... 21
  III. Subcontractor’s Responsibilities .......................................................................... 21
  IV. Protests/Complaints .............................................................................................. 22
  V. Waste, Fraud and Abuse ......................................................................................... 22
SECTION 3  GUIDANCE FOR APPLICABLE LABOR STANDARDS................................. 22
SECTION 4  GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND
DEBARMENT........................................................................................................ 22
SECTION 5  SUMMARY OF CONTRACTOR REQUIREMENTS FOR STATE
FINANCIAL ASSISTANCE PROJECTS .................................................................. 23

ATTACHMENTS (REQUIRED FORMS)
Attachment 1 - EEO Policy Statement
Attachment 2 - EEO Workforce Employment Utilization Report
Attachment 3 - MWBE Utilization Plan
Attachment 4 - MWBE Waiver Request
Attachment 5 - Monthly MWBE-SDVOB Contractor Compliance Report
Attachment 6 - SDVOB Utilization Plan
Attachment 7 - SDVOB Waiver Request
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.efc.ny.gov for the latest version of the bid packet to ensure that the most recent forms and contract language are 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 in to 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 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

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

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that 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 Water State Revolving Fund,</td>
<td>20%</td>
</tr>
<tr>
<td>&amp; Green Innovation Grant Program</td>
<td></td>
</tr>
<tr>
<td>NYS WIIA Grants (also receiving EFC loan)</td>
<td>Clean Water project 23%</td>
</tr>
<tr>
<td></td>
<td>Drinking Water project 26%</td>
</tr>
<tr>
<td>NYS Intermunicipal Grants (also receiving EFC loan)</td>
<td>Clean Water project 24%</td>
</tr>
<tr>
<td></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://my.newnycontracts.com](https://my.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 sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation - Division of Minority and Women's Business Development ("ESD")
pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

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

The requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) 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 as 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 contracts 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 advertiseisments 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.nyser.nys.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include
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:

\[
\frac{\$200,000 - \$50,000}{(Contract)} \quad \frac{(S specialty \ equipment/service)}{(MWBE \ Eligible \ Amount)} = \$150,000
\]

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/](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 SDVCB 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 on 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 ______________________.

I hereby certify that ______________________ will abide by the equal employment 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 related 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.
Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

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

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

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

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

Instructions for Minority Business Officers (MBO):

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

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

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
## 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>Contract ID:</td>
<td>Registration No. (NYC only):</td>
</tr>
<tr>
<td>Minority Business Officer:</td>
<td>Email:</td>
</tr>
<tr>
<td>Phone #:</td>
<td></td>
</tr>
<tr>
<td>Address of MBO:</td>
<td></td>
</tr>
</tbody>
</table>

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 #: |

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:</th>
</tr>
</thead>
</table>

Prime Firm is Certified as:  □ MBE  □ WBE  □ N/A  □ Other:

Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed. Employer ID #:</td>
<td></td>
</tr>
</tbody>
</table>

Description of Work:

<table>
<thead>
<tr>
<th>Award Date:</th>
<th>Start Date:</th>
<th>Completion Date:</th>
<th>MWBE GOAL Total</th>
<th>PROPOSED MWBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract Amount: $</td>
<td>MWBE Eligible Contract Amount: $</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)

<table>
<thead>
<tr>
<th>MBE:</th>
<th>%</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE:</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Scope of Work:</td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>----------------</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Scope of Work:</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Scope of Work:</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Scope of Work:</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
<td>Scope of Work:</td>
</tr>
</tbody>
</table>

**Note:** The table above is a sample of the information required for each subcontractor. The columns include the subcontractor's name, address, scope of work, full contract amount, and WBE/MBE percentages.
## Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan

### SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued

<table>
<thead>
<tr>
<th>Name:</th>
<th>Fed. Employer ID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: □ MBE □ WBE □ Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: □ Broker □ % □ Supplier □ 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>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: □ MBE □ WBE □ Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: □ Broker □ % □ Supplier □ 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>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: □ MBE □ WBE □ Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: □ Broker □ % □ Supplier □ 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>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Scope of Work:</td>
<td>Email:</td>
</tr>
<tr>
<td>Select Only One: □ MBE □ WBE □ Other:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Select Only One: □ Broker □ % □ Supplier □ 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:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 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.</td>
<td></td>
</tr>
</tbody>
</table>

**Name (Please Type):**
# 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.efc.ny.gov or consult your designated MBO for further guidance.

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

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

---

### SECTION 1: MUNICIPAL INFORMATION

<table>
<thead>
<tr>
<th>Recipient/Municipality:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>County:</td>
<td></td>
</tr>
<tr>
<td>Project No.:</td>
<td>GIGP/EPG No.:</td>
</tr>
<tr>
<td>Contract ID:</td>
<td>Registration No. (NYC only):</td>
</tr>
<tr>
<td>Minority Business Officer (MBO):</td>
<td>Email:</td>
</tr>
<tr>
<td>Address of MBO:</td>
<td>Phone #:</td>
</tr>
</tbody>
</table>

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

**Date:**

---

### SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contract Type: ☐ Construction ☐ Other Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Contact Information of Firm Representative Authorized to Discuss Waiver Request:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Phone #:</td>
<td>E-mail:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work:</th>
<th>EFC MWBE GOAL Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Date:</td>
<td>Start Date:</td>
</tr>
<tr>
<td>Completion Date:</td>
<td>MBE: % $</td>
</tr>
<tr>
<td>Total Contract Amount: $</td>
<td>WBE: % $</td>
</tr>
<tr>
<td>MWBE Eligible Contract Amount: $ (MWBE Goals are applied to this amount and includes all change orders, amendments, &amp; waivers)</td>
<td>Total: % $</td>
</tr>
</tbody>
</table>

---

MWBE Waiver Request Form

EFC Bid Packet (Revision Date: 10/1/2017)
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>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

MWBE Waiver Request Form
New York State Environmental Facilities Corporation

("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.ecf.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 "Report - (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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project No.:</th>
<th>GIGP/EPG No:</th>
<th>Registration No. (NYC only):</th>
<th>Award Date:</th>
<th>Start Date:</th>
<th>Date all MWBE / SDVOB subs paid in full:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Prime Contractor/Service Provider: | |
|------------------------------------| |
|                                    | |

<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. Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last Month's Contract Amt: $</th>
<th>Revised Contract Amt: $</th>
<th>Change Order Amt: $</th>
<th>MWBE Eligible Amt. $</th>
<th>(Goals are applied to this amount and includes eligible change orders, amendments &amp; waivers)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>MBE: %</td>
<td>MBE Amt: $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WBE: %</td>
<td>WBE Amt: $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total: %</td>
<td>Total Amt: $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SDVOB Eligible Amount $</th>
<th>SDVOB 6 %</th>
<th>SDVOB Amt: $</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EFC MWBE Goals</th>
<th>EFC SDVOB Goals</th>
</tr>
</thead>
<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>
</tr>
<tr>
<td>Total Paid to Prime</td>
<td></td>
</tr>
<tr>
<td>Total Paid this Month: $</td>
<td>Total Paid to Date: $</td>
</tr>
</tbody>
</table>

<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>Name: Fed. Employer ID#: Choose all that apply:</td>
<td></td>
<td>Original</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One:</td>
<td></td>
<td>Revised</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td>☐ Subcontractor is REMOVED</td>
<td>☐ NEW Subcontractor</td>
<td>☐ Subcontract Amt. INCREASED</td>
<td>☐ Subcontract Amt. DECREASED</td>
<td></td>
</tr>
<tr>
<td>Name: Fed. Employer ID#: Choose all that apply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td>☐ Subcontractor is REMOVED</td>
<td>☐ NEW Subcontractor</td>
<td>☐ Subcontract Amt. INCREASED</td>
<td>☐ Subcontract Amt. DECREASED</td>
<td></td>
</tr>
</tbody>
</table>

Monthly MWBE-SDVOB Report Form

EFC Bid Packet (Revision Date: 10/1/2017)
## 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>
<td></td>
<td>Original</td>
<td>Revised</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td>Subcontractor is REMOVED</td>
<td>NEW Subcontractor</td>
<td>Subcontract Amt. INCREASED</td>
<td>Subcontract Amt. DECREASED</td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE</td>
<td>WBE</td>
<td>SDVOB</td>
<td>Other:</td>
<td>MWBE Only - Select Only One:</td>
<td></td>
</tr>
<tr>
<td>Broker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td></td>
<td>Subcontractor is REMOVED</td>
<td>NEW Subcontractor</td>
<td>Subcontract Amt. INCREASED</td>
<td>Subcontract Amt. DECREASED</td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE</td>
<td>WBE</td>
<td>SDVOB</td>
<td>Other:</td>
<td>MWBE Only - Select Only One:</td>
<td></td>
</tr>
<tr>
<td>Broker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td></td>
<td>Subcontractor is REMOVED</td>
<td>NEW Subcontractor</td>
<td>Subcontract Amt. INCREASED</td>
<td>Subcontract Amt. DECREASED</td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE</td>
<td>WBE</td>
<td>SDVOB</td>
<td>Other:</td>
<td>MWBE Only - Select Only One:</td>
<td></td>
</tr>
<tr>
<td>Broker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td></td>
<td>Subcontractor is REMOVED</td>
<td>NEW Subcontractor</td>
<td>Subcontract Amt. INCREASED</td>
<td>Subcontract Amt. DECREASED</td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE</td>
<td>WBE</td>
<td>SDVOB</td>
<td>Other:</td>
<td>MWBE Only - Select Only One:</td>
<td></td>
</tr>
<tr>
<td>Broker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</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")

<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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td>Subcontractor is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td>NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
<td>Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Only - Select Only One:</td>
<td>Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td>Subcontractor is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td>NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
<td>Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Only - Select Only One:</td>
<td>Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td>Subcontractor is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td>NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
<td>Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Only - Select Only One:</td>
<td>Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td>Subcontractor is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td>NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
<td>Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Only - Select Only One:</td>
<td>Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fed. Employer ID#:</td>
<td>Subcontractor is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose all that apply:</td>
<td>NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE ☐ WBE ☐ SDVOB ☐ Other:</td>
<td>Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWBE Only - Select Only One:</td>
<td>Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Broker __% ☐ Supplier ☐ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Monthly MWBE-SDVOB Report Form**  
**EFC Bid Packet (Revision Date: 10/1/2017)**  
3
### 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>Name:</th>
<th>Fed. Employer ID#:</th>
<th>Please Specify Any Revisions this Month:</th>
<th>Subcontractor &amp; 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 is REMOVED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ NEW Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Subcontract Amt. INCREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Subcontract Amt. DECREASED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Broker __ % □ Supplier □ N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**
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></td>
<td>Contract ID:</td>
</tr>
<tr>
<td></td>
<td>Registration No. (NYC only):</td>
</tr>
<tr>
<td>Minority Business Officer:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address of MBO:</td>
<td>Phone #:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

**Complete if applicable:**

- **Electronic Signature of MBO:**
  - I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.
- **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.

**Date:**

### SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contract Type:</th>
<th>SDVOB GOAL Total</th>
<th>PROPOSED SDVOB Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prime Firm is Certified as:**

- SDVOB

Please repeat information in the Utilization Plan below (Section 3).

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone #:</th>
<th>Fed. Employer ID #:</th>
</tr>
</thead>
</table>

**Description of Work:**

- **Award Date:**
- **Start Date:**
- **Completion Date:**

**Total Contract Amount:** $

**SDVOB Eligible Contract Amount:** $

(Goals are applied to this amount and includes all change orders, amendments, & waivers)

- **Total:** 6% $
- **Total:** % $
# Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

## SECTION 3: SDVOB SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>This Submittal is:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ The First/Original Utilization Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Revised Utilization Plan #:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NYS Certified SDVOB Subcontractor Info</th>
<th>Participation: SDVOB ($)</th>
<th>For EFC Use:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Subcontract Amount: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Subcontract Amount: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Subcontract Amount: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Subcontract Amount: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SDVOB Utilization Plan

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 continued

<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>
</tr>
<tr>
<td>Start Date:</td>
<td>Completion Date:</td>
</tr>
</tbody>
</table>

<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>
</tr>
<tr>
<td>Start Date:</td>
<td>Completion Date:</td>
</tr>
</tbody>
</table>

<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>
</tr>
<tr>
<td>Start Date:</td>
<td>Completion Date:</td>
</tr>
</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:**

---

SDVOB Utilization Plan

EFC Bid Packet (Revision Date: 10/1/2017)
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.

### SECTION 1: MUNICIPAL INFORMATION

<table>
<thead>
<tr>
<th>Recipient/Municipality:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project No.:</th>
<th>GIGP/EPG No.:</th>
<th>Contract ID:</th>
<th>Registration No. (NYC only):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Business Officer (MBO):</th>
<th>Email:</th>
<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of MBO:</th>
<th>Signature of MBO:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contract Type:</th>
<th>Construction</th>
<th>Other Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone #:</th>
<th>Fed. Employer ID #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| Contact Information of Firm Representative Authorized to Discuss Waiver Request: |</p>
<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work:</th>
<th>EFC SDVOB GOAL Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Award Date:</th>
<th>Start Date:</th>
<th>Completion Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Contract Amount: $</th>
<th>SDVOB Eligible Contract Amount: $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(SDVOB Goals are applied to this amount and includes all change orders, amendments, &amp; waivers)</td>
</tr>
</tbody>
</table>

Total: 6 % $
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: