

Richmond University Medical Center
Facilities Department
288 Kissel Ave, Apt# 1G, Staten Island, NY 10310
718-818-3232

July 22nd, 2024

To all Bidders:

Re: Richmond University Medical Center
REQUEST FOR PROPOSAL
Transformation Grant -Primary Care Clinic
669 Castleton Avenue, 2nd FL
Staten Island, NY 10310

Dear Sirs,

Your firm is invited to submit a stipulated sum proposal to renovate the existing second floor of the 669 Castleton Avenue offsite building to incorporate a primary care clinic within their outpatient behavioral health facility as described in the construction documents prepared by Stantec, Lizardos and Bohler. Bid documents will be sent via email from Nazmul Khan, PM, of the RUMC facilities office. The Pre-Bid Conference and site walk-thru is to be held on **Thursday, 08/15/24 at 10:00am at RUMC Facilities office**. All RFI questions that have been submitted will be replied to at that time, in addition to any questions that may arise from the meeting. Additional RFI's will be accepted up until **Friday, 09/13/24**. Two (2) copies of your proposal are due on **Friday, 09/27/24 at 3:00pm** and are to be submitted in a sealed envelope marked "SEALED BID, 669 Castleton Avenue – Second Floor Renovation ". Address and deliver your package to:

RUMC
Facilities office
288 Kissel Ave, Apt# 1G
Staten Island, NY 10310
Attn: Nazmul Khan

You may contact Mr. Nazmul Khan at 718-818-1905 with any questions regarding bid documents. Any questions or RFI's pertaining to the bid documents & project must be submitted in writing and can be emailed to Ron Miller. nazkhan@rumcsi.org.

All other questions, please call me at the number above. Thank you for your interest in RUMC.

Sincerely,

Nazmul Khan
Facilities Project Manager

RFP

1.1 Background of RUMC

RUMC, is a 470+ bed healthcare facility and teaching institution in the areas of acute, medical and surgical care, including emergency care, surgery, minimally invasive laparoscopic and robotic surgery, gastroenterology, cardiology, pediatrics, podiatry, chronology, urology, oncology, orthopedics, neonatal intensive care and maternal health. The Medical Center earned The Joint Commission's Gold Seal of Approval for quality and patient safety.

RUMC is a Level I Trauma Center and designated stroke center, receiving top national recognition from the American Heart Association/American Stroke Association. The state-of-the-art cardiac catheterization lab has PCI capabilities for elective and emergent procedures in angioplasty. RUMC maintains a wound care/hyperbaric center and a sleep disorder center on site at its main campus. The center also offers behavioral health services, encompassing both inpatient and outpatient services for children, adolescents, and adults, including emergent inpatient and mobile outreach units. RUMC is the only Staten Island healthcare facility that offers inpatient psychiatric services for adolescents. With over 2500 employees, RUMC is one of the largest employers on Staten Island.

For more detailed information please see the RUMC website, www.rumcsi.org.

The respondent will provide the following. Selective demo, partition changes, HVAC modifications, electrical modifications, ceiling work, flooring work & overall finishes, site work/ramp including all work shown on the design drawings. The "Work" hereinafter referred to as the "Scope of Services."

1.2 Project

Time frame

RFP issued	Monday, 07/22/24
Mandatory Pre-Proposal Meeting:	Thursday, 08/15/24; Time & Location: TBD
RFI Deadline:	Friday, 09/13/24; Time & Location: TBD
RFP Submission Deadline:	Friday, 09/27/24
Anticipated Contract Execution:	Friday, 11/25/24

1.3 – Scope of Services

Construction

The hospital is planning to renovate the existing second floor of the 669 Castleton Avenue offsite building to incorporate a primary care clinic within their outpatient behavioral health facility while upgrading interior finishes and providing a new ramp and associated site work to accommodate ADA requirements. To accomplish this, a 3 phased area shut down will need to be initiated in order to keep the program operational while construction is in progress. These phases are shown on the attached architects plans. Asbestos abatement, which is limited to some VAT flooring. Asbestos abatement will be performed simultaneously with demolition with a V5 variance.

Work within the Behavioral Health unit: (but not limited to, see architectural & engineering drawings for full scope)

- All site work as per Civil Drawings
- All temporary construction partitions
- All demolition
- All new construction, walls, doors, hardware, etc.
- All new ceilings, lighting, switches, etc.
- All new flooring, bases & wall finishes
- All new casework
- All new specialty interior treatments as per finish schedule
- All new HVAC ductwork, registers and associated chilled water connections
- All new interior ductwork and associated items
- All new electrical work & its connection to main feeders within the sub-basement
- All new plumbing work, fixtures, and associated items
- All abatement work

Work within other floors:

- Hot Water and Chilled water connections from 1st floor AHU
- First Floor Mechanical – Supply & Return devices and connection from new AHU
- First Floor Electrical conduits
- Basement level circuitry

1. Drawings & Specifications

- I. Specifications are as noted on the architectural construction documents prepared by Stantec, dated (10/16/2023)
Lizardos Engineering Services, dated (10/16/2023)
Bohler Site/Civil Services, dated (10/16/2023)
Fire alarm 10/07/2022)
- II. Additional written specifications are attached: Doors and Frames (Attachment A) and Door Hardware (Attachment B)
- III. MWBE Requirements as per the Transformation Grant (Attachment C)
- IV. Drawings:

Site/Civil

C-001.00	Site Cover Sheet
C-002.00	Removals and Site Layout Plan
C-003.00	Grading Plan
C-004.00	Detail Sheet

Architectural

C-000.00	Cover Sheet
LSC-100.00	Code Compliance Plan
A-000.00	Project Standards

A-001.00	Standard Mounting Heights
A-002.00	Second Floor Finish Schedule and Legend
A-003.00	Second Floor Door Schedule and Details
A-004.00	Second Floor Equipment Schedule
A-005.00	Building Key Plan
A-006.00	Phasing Plan
A-100.00	Second Floor Existing Conditions Plan/ICRA Notes
A-120.00	Second Floor Demolition Plan
A-130.00	Second Floor Construction Plan
A-131.00	Roof Plan and Typical Roof Details
A-132.00	Second Floor FF&E
A-133.00	Second Floor Power and Data Plan
A-140.00	Second Floor Reflected Ceiling Plan
A-400.00	Ceiling Details
A-401.00	Fire Stopping Details
A-501.00	Millwork Details
A-601.00	Second Floor Millwork Plans Interior Elevations
A-610.00	Second Floor Enlarged Toilet Plans and Elevations
A-620.00	Second Floor Floor Pattern and Finish Plan

Mechanical:

M-001.00	Mechanical Legends, Notes, and Abbreviations
M-101.00	Mechanical Second Floor & Part First Floor Demolition Plan
M-201.00	Mechanical First Floor Plan
M-202.00	Mechanical New Work Plan
M-203.00	Mechanical Roof Plan
M-301.00	Mechanical Details
M-401.00	Mechanical Schedules
M-501.00	Mechanical Specifications (1 of 2)
M-502.00	Mechanical Specifications (2 of 2)

Electrical/Fire Alarm:

E-001.00	Electrical Legends, Abbreviations, Drawing List and Notes
E-002.00	One Line Diagram – Demolition and New
E-101.00	Second Floor Demolition
E-201.00	Power and Conduit Routing Part Plan
E-202.00	Second Floor Power
E-203.00	Second Floor Communications
E-204.00	Second Floor Lighting
E-205.00	Roof New Work
E-301.00	Electrical Panel Schedules
E-401.00	Electrical Details
E-501.00	Electrical Specification Sheet 1
E-502.00	Electrical Specification Sheet 2

Fire Alarm

FA-001.00	Fire Alarm Symbol List, Abbreviations and Notes
FA-002.00	Fire Alarm Notes and Input/Output Matrix
FA-003.00	Fire Alarm Riser Diagram
FA-101.00	Cellar and First Floor Demolition Plan
FA-102.00	Second Floor and Roof Demolition Plan
FA-201.00	Cellar and First Floor – New Work Plan

FA-202.00	Second Floor and Roof – New Work Plan
FA-301.00	Fire Alarm Details
FA-401.00	Fire Alarm Specifications Sheet 1 of 2
FA-401.00	Fire Alarm Specifications Sheet 2 of 2

Plumbing:

P-001.00	Plumbing Legends, Notes and Schedules
P-101.00	Plumbing Second Floor Plan – Demolition
P-201.00	Plumbing First Floor Plan – New Work
P-202.00	Plumbing Second Floor Plan – New Work
P-301.00	Plumbing Partial Domestic Water Riser Diagram
P-302.00	Plumbing Partial Sanitary Riser Diagram
P-401.00	Plumbing Details
P-501.00	Plumbing Specifications

Fire Protection:

SP-001.00	Sprinkler Legend Notes and Details
SP-101.00	Sprinkler Second Floor Plan – Demolition
SP-201.00	Sprinkler Second Floor Plan – New Work
SP-301.00	Sprinkler Details
SP-401.00	Sprinkler Specifications

Energy Code Compliance:

EN-001.00	Energy Code Compliance
-----------	------------------------

1.4 Proposal Instructions

Submission:

To be delivered by hand or express mail or other nationally known overnight courier addressed to the following address below. Submissions to this address require (1) original and (1) copies in a single envelope and an electric version on a USB flash drive.

Bids are due on 09/27/24 and are to be submitted in a sealed envelope marked "SEALED BID – 669 Castleton Avenue – Second Floor Renovation". Address and deliver your package to:

Address

Richmond University Medical Center
Facilities & Engineering Department
288 Kissel Ave., Resident Building Ist floor, apt I-G
Staten Island NY 10310

**Recipients: Nazmul Khan, PM of Facilities Projects
Phone 718-818-1905**

Please note that late submissions will not be accepted.

1.4 Sub-Contractors

RUMC shall have the opportunity to review and approve all the respondent's consultants and subcontractors resumes prior to the commencement of any of the services. The respondent, and not RUMC, will be responsible for the subcontractor's work, acts and omissions, subcontractors shall be required to adhere to the same terms and conditions as the respondent. RUMC strongly encourages the use of local subcontractors.

GC/ Subcontractors/ Vendors need to get vendor responsibility setup and completed.

[File Your Vendor Responsibility Questionnaire | Office of the New York State Comptroller \(ny.gov\)](#)

1.5 Payments

The vendor and its sub-contractors must register and pass muster with SYMPLR in order to be paid from hospital funds. This needs to be accomplished for the bid to be awarded.

In order to receive payment for services, the respondent will also be required to submit an AIA formatted payment requisition setting forth in detail, for the period for which payment is requested, the services actually rendered. During that period, the amount of payment requested and due therefor. Invoices may not be submitted more than once per month. All invoices will be subject to the Architect & RUMC's review, verification and approval, and all payments shall be conditioned upon RUMC's determination that all services have been performed satisfactorily and in accordance with the terms of the contract.

Payment will be disbursed within 60 days upon receipt of executed AIA/ Invoice.

2.4 Contract Conditions

General

The acceptance of any proposal shall be subject to, and contingent upon, the execution by RUMC of a contract substantially in the form of the contract draft on an AIA owner-contractor standard agreement with a stipulated sum contract – A101 initiated by the contractor. Also, AIA A201 general conditions of the contract shall be provided by the contractor. RUMC shall not be bound to the terms of the contract draft but shall use such form as a basis of negotiating a final contract with the selected respondent.

MWBE Requirements

Proposers must comply with the stipulations of the attached Transformation Grant #RFA1607010255 regarding WMBE. **Goal is to achieve 40% of M/WBE requirement.**

Warranties

The contractor warrants and agrees that it:

- Is an independent contractor and that neither it nor any of its employees is or shall be an agent, servant or employee of RUMC;
- Shall defend, indemnify, and holds harmless RUMC against any claims or damages relating to its acts and omissions.
- Maintains insurance as specified in Appendix C with insurers licensed or authorized to provide insurance and in good standing in the State of New York, such policies to be in a form

acceptable to, and include any conditions reasonably required by RUMC, and naming RUMC as additional insureds.

- Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance of the services as set forth in the contract.
- Shall employ no person having such a conflict of interest in the performance of the services.

Construction and close-out phases

- a. Attend construction progress meetings on a weekly basis or as required.
- b. Provide site observations, field reports, Prepare, revise, and distribute meeting minutes to all attendees & updated schedules.
- c. Provide close-out activities including as-built drawings, as required.
Close all associated permits. Including Permit close after the project is signed off.
- d. Coordination and scheduling of Special Inspections as required by NYCBD and TR's

1.6 Insurance

The Contractor & sub-contractors / vendors agree to provide the following work/labor/materials and/or services to Richmond Medical Center

In the event that there is a discrepancy or conflict between the provisions contained in this document and those of any attached proposal, the following provisions contained herein shall prevail and supersede any and all other provisions.

In addition, the Contractor shall provide the following

- (1) Commercial General Liability using an industry standard unmodified coverage form (including contractual liability) with minimum limits of \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate with either per project or per location endorsement for property damage and bodily injury; \$2,000,000.00 products and completed operations coverage.
- (2) Automobile Liability, including all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit.
- (3) Workers Compensation and Employers Liability Insurance.
 - a) Statutory WC and Disability Benefits including occupational disease in accordance with the law.
 - b) Employers Liability Insurance with minimum limits of \$1,000,000.
- (4) Umbrella Liability Limit of \$10,000,000.
- (5) All Insurance shall be on an occurrence basis.
- (6) Insurance carrier must be licensed in the state with an AM Best Rating of at least A-VII.
- (7) All Insurance should be Primary and Non-Contributory.

(8) The Contractor will list Richmond Medical Center, its officers, governors, employees and any others that Richmond Medical Center requests as additional insured.

(9) A full waiver of subrogation must be included with respect to the General Liability and Workers' Compensation coverages.

(10) Certificate Holder:

**Richmond Medical Center
DBA Richmond University Medical Center
355 Bard Avenue
Staten Island, NY 10310**

(11) Contractor will provide Richmond Medical Center a copy of the additional insured endorsement prior to the commencement of work.

(12) No policy can contain an "action over", labor law or similar exclusion.

(13) Any subcontractors of the Contractor must comply with the above requirements with evidence of same delivered to Richmond Medical Center by the Contractor.

A Certificate of Insurance and/or Policy Declarations Page evidencing compliance with these provisions shall be made available to Richmond Medical Center. and shall provide for 30 days written notice prior to cancellation, non-renewal or material change to the Contractor's insurance policies.

Provision of proof of the above insurances to the satisfaction of Richmond Medical Center shall be a condition precedent to both beginning work for Richmond Medical Center and receiving any payment. Failure to provide proof of insurance acceptable to Richmond Medical Center shall be deemed a waiver of any right to payment by Contractor.

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Richmond Medical Center, and any and all of its directors, officers, shareholders, employees, agents as well as any affiliate, parent and subsidiary of Richmond Medical Center and any other entities or individuals owning a beneficial interest in such entities (collectively "Indemnified Parties"), with counsel acceptable to Richmond Medical Center, against any and all losses, liabilities, costs, claims, causes of actions, suits, damages and expenses (including reasonable attorneys' fees and disbursements), including, without limitation, any economic loss suffered by any of the Indemnified Parties arising out of or resulting from the work provided by the Contractor under this Agreement. This defense and indemnification provision is intended to include, but not be limited to, all contractual claims, privacy claims, claims in equity and those claims for bodily injury (including, without limitation, sickness, disease or death) or destruction of tangible or intangible property (including any resulting loss of use) regardless of whether bodily injury, sickness, disease or death is caused by or is alleged to be caused by the partial or sole negligence of any of the Indemnified Parties.

The vendor and its sub-contractors must register and pass muster with SYMPLR in order to be paid from hospital funds. This needs to be accomplished for the bid to be awarded.

1.7 Sales tax

RUMC is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the contract. RUMC will provide the selected respondent with an appropriate sales and use tax exemption certificate.

1.8 Costs

RUMC shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the contract. RUMC is not obligated to pay any costs, expenses, damages, or losses incurred by any respondent at any time unless RUMC has expressly agreed to do so in writing.

1.9 Construction enclosures

- Provide temporary partitions and ceilings to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- All enclosures must comply with RUMC infection control and life safety protocols.
- Provide fireproof edge guard panels or equal materials with closed joints and sealed edges with existing surfaces.
- Method must conform to NFPA-241 standard for safeguarding construction & alterations.
- Provide sticky mats as needed to remove construction dust/debris from travelling.
- Provide negative air pressure as needed.
- Provide HEPA air scrubber filtration machines as needed. Mini Force II by Omnitec Design or equal.
- All hospital return air ducts in or near work areas are to be temporarily blocked or screened off as required.

1.10 Security

- All work areas must comply with RUMC Security protocols.
- Access in and out of all designated work areas must be coordinated with the Facilities Department.

1.11 Infection Control

- Richmond University Medical Center — Infection Control Risk Assessment — Matrix of Precautions for Construction & Renovation will be provided.
- All work areas must comply with RUMC Infection Control protocols.

1.12 Life Safety

- Richmond University Medical Center - Interim Life Safety Measures Safety Manual will be provided.
- All work areas must comply with RUMC Life Safety protocols.

1.13 Vehicular Access and Parking

- Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- Coordinate access and haul routes with governing authorities and Facilities Department.
- Provide and maintain access to fire hydrants and oxygen storage tanks, free of obstructions.
- Existing RUMC parking areas may not be used for contractor/vendor parking.

1.14 Waste Removal

- Provide waste removal services as required to maintain the work area in clean and orderly condition.
- Provide container with lids or wrapped tightly with clear plastic. Remove debris from site periodically or as directed by the facilities department thru the implementation of the project ILSM and ICRA evaluations.
- If materials to be recycled or re-used on the project must be stored on-site, provide suitable noncombustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authority having jurisdiction

1.15 Proposal Format and inclusions

The bid shall include the following items:

- Signed bid invitation letter
- List of Subcontractors
- Preliminary Construction Schedule
- Draw-down Schedule
- Plan with phasing plan & Construction Staging Plan

Signed:

(Respondent Firm Name TYPE)

(Principal Name TYPE)

(Principal Name SIGNATURE)

DATE

GUIDE TO NEW YORK STATE DOH M/WBE RFA/RFP REQUIRED FORMS

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by an applicant.

Form #1: Applicant MWBE Utilization Plan - This document must be completed by all applicants responding to RFAs with an MWBE goal greater than zero. The applicant must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the applicant should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority staffed firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the applicant may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: MWBE Utilization Waiver Request - This document must be filled out by the applicant if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the applicant thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A applicant can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the applicant may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the applicant will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any MWBE related questions or questions regarding the completion of MWBE forms can be sent to the “substantive contact” listed under **Section IV. Administrative Requirements, B. Questions and Answer Phase**. No questions will be accepted after the “Questions Due” date listed on Page#1 of this RFA.

Form #3: Replaced by Online Compliance System - <https://ny.newnycontracts.com> Applicants will need to login and submit payments to MWBE Firms in this online system once payments to these vendors commence.

Form#4 – MWBE Staffing Plan - This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

Form#5 – EEO and MWBE Policy Statement - This is a standard EEO policy that needs to be signed and dated and submitted. If Bidder has their own EEO policy it may be submitted instead of endorsing this document.
MWBE Form #1

**MWBE UTILIZATION PLAN
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, applicant expects to subcontract/purchase with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Expenditure Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -	To Be Determined	\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

**MWBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the MBE Goals, applicant expects to subcontract/purchase with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Expenditure Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -	To Be Determined	\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

DETAILED MWBE FORMS INSTRUCTIONS
Not-For-Profit Grantee/Contractor Specific

Form#1 – MWBE Utilization Plan

Page#1 of Form#1:

Description of Plan - Describe any steps/details that support Grantee/Contractor plan to meet the MWBE goals stated in the procurement/contract. Certified MWBE entities to correspond with and work with are found in the NYS MWBE Directory located at:
<https://ny.newnycontracts.com/>.

Line#1 - Total Dollar Value of Eligible Expenditures – This line should represent a total of all Grantee/Contractor budgeted expenditures for Contractual Services (Subcontracting), Equipment and Supplies. Salaries, Fringe, Rent, Space and Utilities are all not considered eligible expenses for goal setting.

Example: Grantee/Contractor has \$50,000 in salaries, \$25,000 in Subcontracting and \$5,000 in supplies. The Eligible total to be placed on Line #1 would be \$30,000 or (\$25,000 sub + \$5,000 supplies. Note: Salaries is not included in the equation because salaries are not considered eligible for Grant Contracts).

Line#2 - MBE Goal Applied to Eligible Expenditures – Grantee/Contractor lists the amount to be paid to a Certified Minority-owned Business Enterprise and states what percentage this amount is of the Total Value listed on Line #1.

Example: If Contractor is paying two MBE firms \$100,000 & \$50,000 each and the eligible amount listed on line#1 is \$1,000,000 then list 15% and \$150,000 on Line#2.

Line#3 - WBE Goal Applied to Eligible Expenditures – Grantee/Contractor lists the amount to be paid to a Certified Woman-owned Business Enterprise and states the percentage this amount is of the Total Value listed on Line #1.

Example: Grantee/Contractor is paying two WBE firms \$50,000 & \$100,000 each and the eligible amount listed on line #1 is \$1,000,000 then Grantee/Contractor lists 15% and \$150,000 on Line#2.

Line#4 - MWBE Combined Eligible Expenditure Totals - Grantee/Contractor totals Line #2 and Line #3 for both Percentage and Amount to state the Combined M&W percentages and Combined M&W amount.

Example: Using the above Line #2 and Line #3 examples for payment data, Grantee/Contractor achieves a combined MWBE % of 30% and a combined MWBE amount of \$300,000. (15%M and 15%W; \$150,000M + \$150,000W). MWBE combined Total/Total Dollar Value Eligible = the MWBE % ($300,000/1,000,000 = 30\%$).

Page#2 of Form#1:

The first column (left column): Grantee/Contractor lists any Minority-owned Business Enterprises (MBE) that Grantee/Contractor is subcontracting with or purchasing from and the MBE contact/company information.

The second column (center column): Grantee/Contractor describes what type of work certified MBE will be providing or what product certified MBE will be supplying to Grantee/Contractor.

The third column (right column): Grantee/Contractor states the amount to be paid to the certified MBE during the term of the contract. The amount totaled from Page #2 should equal the amount listed on Line#2 of Page#1.

Page#3 of Form#1:

The first column (left column): Grantee/Contractor lists any Woman-owned Business Enterprises (WBE) that Bidder/Contractor will be subcontracting with or purchasing from and WBE contact/company information.

The second column (center column): Grantee/Contractor describes what type of work certified WBE will be providing or what product certified WBE will be supplying to Grantee/Contractor.

Third column (right column): Grantee/Contractor states the amount to be paid to the certified WBE during the term of the contract. The amount totaled from Page#3 should equal the amount listed on Line#3 of Page#1.

Form#2 – MWBE Utilization Waiver Request

“Form#1 MWBE Utilization Plans” that commit to a goal % less than the stated MWBE goal percentage in procurement must be accompanied by a “Form#2 MWBE Utilization Waiver Request”. A Grantee/Contractor may qualify for a partial or total waiver of the MWBE goal requirements established on a State contract only upon the submission of a waiver form by a Grantee/Contractor, documenting good-faith efforts by the Contractor to meet the goal requirements of the state contract and a consideration of applicable factors. The ability to subcontract with M/WBEs and separately the ability to purchase from M/WBEs must be addressed in attachments on all waiver requests.

Fill out the header with the name of the Grantee/Contractor requesting the waiver under Offeror/Contractor Name, include your Federal Identification ID, Address, Solicitation/Contract Number, and M/WBE Goals. Check off the appropriate box for the type of waiver that is being requested and whether it is a total or partial waiver. If the Waiver is Pending ESD Certification, meaning the subcontractor has applied for certification with Empire State Development, check off that box and state the date that they applied for certification. Directly below the Pending ESD Certification area, sign and date the waiver. Provide the name of the preparer as well as a telephone number and email address (Grantee/Contractor direct contact number of person authorized to discuss submission).

The following attachments should be provided:

1. A statement setting forth your basis for requesting a partial or total waiver. The statement should at a minimum include the services being subcontracted out and why a portion of those services cannot be subcontracted to certified MWBE(s). In addition, statement must also include what purchases of equipment and supplies are being made and why those purchases cannot be provided by certified MWBE(s).
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses to your solicitations received by you from certified M/WBEs.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Grantee/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

*** All attachments are created by the entity requesting the waiver. These are self-generated attachments and are not provided by the agency.**