



Request for Proposals

Wayfinding and Branding Services

DATE ISSUED: January 23, 2023

RESPONSES REQUIRED: No later than 5:00pm on Friday, February 17, 2023

DIRECT REQUESTS FOR FURTHER INFORMATION TO:

Janet Dugo
Project Manager, Downtown Staten Island Commercial District
Staten Island Chamber of Commerce Foundation
2555 Richmond Avenue, Suite 240
Staten Island, NY 10314
JDugo@sichamber.com
718-727-1900 Ext. 1004

PROPOSAL BUDGET: \$550,000.00

The Staten Island Chamber of Commerce Foundation, Inc. (“Chamber”) invites the submission of proposals from qualified consultant firms for planning, design, and implementation of a cohesive signage and branding strategy that will strengthen Downtown Staten Island’s identity and visibility, as well as increase visitation.

I. INTRODUCTION AND BACKGROUND

Overview

New York State's Downtown Revitalization Initiative (“DRI”) provides grant funding and technical assistance that helps transform downtown neighborhoods into vibrant centers that offer a high quality of life and are magnets for redevelopment, business, job creation, and economic and housing diversity. The DRI is led by the Department of State, in close partnership with Empire State Development, NYS Homes and Community Renewal and New York State Energy Research and Development Authority.

Staten Island was selected as a Round 4 recipient of a DRI award. See the complete [Staten Island DRI Strategic Investment Plan](#) for further information.

About the Staten Island Chamber of Commerce

The not-for-profit Staten Island Chamber of Commerce is the largest and most influential business organization on Staten Island, with over 125 years of service to the community. The Chamber acts to improve the economic climate and expand business opportunities on Staten Island.

The Staten Island Chamber of Commerce Foundation, Inc. is receiving funding from New York State, through the Downtown Revitalization Initiative, to institute wayfinding/branding services to the Downtown Staten Island area.

About the Downtown Staten Island Commercial District

Staten Island's downtown core is the gateway to Staten Island for both visitors and residents. It provides prominent civic, commercial, and cultural assets connected by the central Bay Street Corridor running from the Staten Island Ferry Terminal and historic St. George neighborhood to the rapidly developing Stapleton area. As the fastest-growing area in Staten Island, the neighborhood is on the cusp of a new era: business incubators and breweries are joining historic tourist destinations, and waterfront and mixed-used developments are creating a renaissance on the North Shore. The DRI award will enable Staten Island to capitalize on this recent growth and focus development efforts on creating a connected world-class tourist, retail, and dining destination.

Objectives

The Chamber wishes to enhance the pedestrian and visitor experience in Downtown Staten Island and promote local businesses by installing branded signs and banners and beautifying key gateways, including the St. George Ferry Terminal and the Tompkinsville and Stapleton Railway Stations. The improvements will support navigation around the area and strengthen visual connections around key transit nodes and key sites downtown.

The goals will be to:

- Establish a well-thought-out wayfinding strategy for Downtown Staten Island that encompasses and complements the existing Downtown Staten Island logo/brand identity, and existing DOT signage and wayfinding.
- Improve navigation for all modes of travel, incorporating safety and lighting considerations
- Create, install, and implement a consistent signage and wayfinding system across a range of mediums
- Establish visual consistency with current signage and wayfinding mechanisms, incorporating the historic aspects of Downtown Staten Island
- Guide individuals to landmarks, facilities, and other amenities
- Increase public awareness of, and brand/market, Downtown Staten Island as the borough's vibrant waterfront community
- Establish a maintenance plan for the implemented system
- Integrate the vision outlined in the Downtown Revitalization Initiative to complement and enhance other DRI projects
- Increase visitation and dwell times in Downtown Staten Island

The area to be enhanced is highlighted in the map shown in Appendix A.

Respondents to this RFP must be able to:

- A. Conduct appropriate research
- B. Develop a comprehensive and sustainable wayfinding/branding strategy
- C. Execute the strategy, including fabrication and installation

All the work of the selected Consultant will include and reflect robust community and stakeholder engagement, coordinated with the Chamber.

II. SCOPE OF SERVICES

The Consultant, in preparing a draft scope of work, should refer to the DRI Strategic Investment Plan and all DRI foundational documents. A final scope of work will be determined and created between the Chamber and the consultant.

See Appendix B for a proposed concept as a starting point.

Each Consultant is asked to provide a more detailed work description of the Scope of Services and a set of deliverables in their respective proposals to demonstrate a level of understanding and ability to complete the project. The proposals must include all items that the Consultant feels are necessary to complete the project. Submissions should clearly delineate major milestones and a budget and timeline that reflects these. All proposed scopes shall include or address, at a minimum, the following tasks:

A. Research

The Consultant will conduct research that will ensure the wayfinding//branding strategy for the commercial district is based on sound data and principles, including but not limited to feasibility and compliance with NYC and NYS regulations. Research shall include the identification of key directional needs and gaps for different users and map these for discussion.

B. Wayfinding/Branding Strategy

The Consultant, with input from the Chamber and the community, will develop a feasible, comprehensive, sustainable wayfinding strategy for the commercial district that will incorporate physical elements, as well as integrated branding components. In developing the strategy, the Consultant shall meet with key project stakeholders (including property owners, NYC DOT, and the MTA) as needed to ensure the resulting strategy is feasible and can be implemented once all approvals and permits are secured.

C. Design

The Consultant will design a suite of signage and other wayfinding elements that will allow for current use, as well as future growth and changes in the district. Designs shall be presented to project stakeholders and the public for input and feedback prior to being finalized. If necessary, preliminary Public Design Commission approval shall be secured prior to advancing to the next task.

D. Implementation

The Consultant, in collaboration with the Chamber, will manage the implementation of all aspects of the wayfinding system including, but not limited to, obtaining all necessary permissions and permits, complying with all NYC and NYS laws and regulations, production of signage material, and installation and placement of signage.

The scope of signage and wayfinding mechanisms to be included in this proposal are encouraged to include the following and be capable of expansion to other signage and graphic needs for Downtown Staten Island in the future:

1. Development of signage for businesses and neighborhoods within the district (i.e. St. George, Tompkinsville, Stapleton)
2. Gateway signs for entrances to the Downtown
3. Directional and destination signage including but not limited to pedestrian/bicycle signs, parking/wayfinding signage, directories (“you are here”), directions to businesses, landmarks and cultural institutions, etc.
4. Historic markers

III. PRICE. PAYMENT. AND TERM

Fee and Schedule

The fee for the services set forth herein shall be a confirmed, fixed price and not subject to change except as specifically provided herein. The fee shall include all sales, use, franchise, payroll, or other taxes with regard to the work, which shall be paid by the Consultant. The Consultant assumes exclusive liability for and shall pay any and all contributions or taxes imposed or required by the unemployment laws of the State of New York, the Federal Social Security Act, or any other act, now or hereinafter in effect, upon the wages, salaries, or other compensation paid or accrued to employees engaged on or in connection with the work to be performed.

The budget for all work, including implementation, shall be all inclusive and not exceed \$550,000. We anticipate at least \$400,000 will be reserved for fabrication and installation.

Payment shall be paid no more frequent than monthly. As the funding for this project is through the NYS Department of State's DRI program, specific reporting requirements are necessary for the Chamber to be reimbursed by the State. The Consultant shall assist the Chamber by supplying all work invoices in a format consistent with the State's requirements. Please see Appendix C (titled “Attachment D”) for reporting schedule. Full detail on reporting requirements will be provided in a final contract with the Consultant.

All RFP submissions shall include a detailed budget that clearly outlines soft (design/pre-construction) and hard (fabrication/installation) costs, each as a lump sum fee. Supporting estimates should be indicated for all major tasks within these soft/hard lump sum amounts. Reimbursable charges, travel, contingencies shall be noted, but included within all lump sums per soft and hard scope amounts as well.

In order to receive payments, Consultant must submit a properly prepared, complete and correct invoice on a schedule to be determined by the Chamber upon execution of the

contract. The Chamber shall seek to make payment within thirty (30) days following receipt of each invoice, except in circumstances where there are delays in receipt of government funding or disputes regarding the hours worked or whether the work has been performed satisfactorily. Payment may be delayed without penalty if such invoices are not received timely.

Term

The term of the proposed agreement is anticipated to be 14 months but is subject to change depending on actual implementation approvals, beginning on April 14, 2023.

The Chamber reserves the right to adjust the commencement date of this agreement by not more than sixty (60) days

IV. INSURANCE AND INDEMNIFICATION

Insurance

The Consultant shall at all times during the term of the proposed agreement maintain such types of insurance in such amounts as are hereinafter set forth:

- Commercial General Liability, including Premises, Prod/Comp Ops; Contractual Liability -- \$1,000,000 each occurrence; \$2,000,000 Aggregate per project
- Professional Liability -- \$1,000,000
- Workers' Compensation and Employers Liability – \$1,000,000 each employee
- Business Automobile, Including HNOA -- \$1,000,000 CSL per accident
- Umbrella Liability -- \$1,000,000

Certificates evidencing such coverage shall be submitted to the Chamber prior to the signing of the agreement contemplated hereby, and shall contain specific provisions that such insurance may not be cancelled or modified without thirty (30) days prior written notice to the Chamber. The State of New York, its various agencies, the Chamber and their officers, directors, employees and agents shall be named as additional insured with respect to all liability insurance coverage.

All insurance is to be provided by New York State licensed or admitted insurance carriers, well-rated by recognized insurance rating services such as AM Best. The Chamber may reject any insurance certificate proffered which does not meet the requirements of this section.

Indemnification

The Consultant shall assume liability for, and agree to indemnify, protect, defend, save and keep harmless the Chamber and the State of New York from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature which may be incurred by or imposed at any time (whether during the Contract Term or thereafter) on the Chamber or the State (whether or not also indemnified against by any other person) and in any way relating to or arising out of, or alleged (by a person other than the Chamber and/or the State) to in any way relate to or arise

out of this RFP and Contract, except for the negligent acts or omissions of the Chamber and/or the State.

Such Liabilities shall include, without limitation, the following: claims or penalties arising from any violation of any federal, state or local laws, rules, or regulations or the insurance requirements of the Contract, as well as any claim as the result of latent, patent, and other defects, whether or not discoverable by the Chamber and/or the State; any claim the insurance as to which is inadequate; any claim for patent, trademark, or copyright infringement; any tort claim or claim for damages; and any claim or liability in respect to any adverse environmental impact or effects. The Consultant or its insurer, if applicable, shall assume full responsibility for the defense against or settlement of any such Liability, and the Chamber shall cooperate with the Consultant by providing, at the expense of the Consultant, such witnesses, documents and other assistance as the Consultant may reasonably request; provided, however, that: (i) the Chamber shall be consulted as to the legal counsel to be employed in respect thereof and may veto the employment of any legal counsel unacceptable to it, stating the reasons therefore; and (ii) if the Chamber shall give to the Consultant notice that in its good faith judgment an important general interest of the Chamber is involved in such Liability or potential Liability, the Chamber shall have the right to control, in consultation with the Consultant, the defense against or settlement of such Liability subject to the applicable rights of insurers. In the event that the Chamber gives the Consultant notice of its intent to control the defense or settlement of such Liability, the Chamber shall do so at its own expense and the Consultant shall be relieved of any further costs and expenses relating to said defense and/or settlement.

V. ADDITIONAL PROVISIONS

Subcontracting and Assignment

The Consultant shall not subcontract all or any portion of the work, performance or services to be rendered pursuant to the proposed agreement without prior express written consent of the Chamber. In the event that subcontracting is authorized, the Consultant shall not be relieved of its obligations hereunder, and any subcontractor shall assume and be bound by the terms and conditions of the Chamber agreement with the Consultant.

The Consultant may not assign, transfer, convey, or otherwise dispose of the agreement or any part thereof, or of its interest therein, or assign, by power of attorney or otherwise, any of the monies due or to become due under the agreement without the prior written consent of the Chamber.

M/WBE Requirements

NY State has determined an MBE goal of \$90,000 and a WBE goal of \$90,000 for a total of \$180,000. Please refer to Appendix D for partial reporting requirements. Full detail on reporting requirements will be provided in a final contract with the Consultant.

Warranties

The Consultant warrants that it is competent to perform the services to be furnished hereunder. The Consultant warrants that services of any nature to be furnished pursuant

to the proposed agreement shall be rendered by qualified personnel in accordance with the best accepted practice of the industry.

Independent Consultant Status

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants, and conditions of the proposed agreement, the Consultant and any of its directors, officers, agents, employees, subcontractors or permittees shall not be deemed to be acting as agents, servants or employees of the Chamber or of the State of New York, either by virtue of this agreement or by virtue of any approval, permit, license, grant, right or otherwise given by the Chamber or its directors, officers, employees or agents or by the State of New York, or any of its officers, agents or employees pursuant to this agreement, but shall be, for all purposes whatsoever, independent Consultants performing services for the Chamber or for the State of New York, and shall be solely responsible for all acts taken by them pursuant to the proposed agreement.

Claims of Actions

The Consultant shall look solely to the funds appropriated by the State for this proposed contract for the satisfaction of any claim or cause of action the Consultant may have against the State of New York or the Chamber in connection with this contract or failure of the State or Chamber to perform its obligations hereunder. No officer, employee, agent, or other person authorized to act on behalf of the State or the Chamber shall have any personal liability in connection with the contract or failure of any party hereto to perform its obligations hereunder. The Consultant agrees that no action against the State or the Chamber in connection with this proposed contract shall lie or be maintained unless such action is commenced within six months after the cause for said action occurs.

No Waiver

The failure of either party to insist on strict performance of any of the terms or conditions of the proposed contract, or of the party's right in any one or more instances, shall not constitute a waiver by the party of such performance, terms, conditions or rights whether for then or for the past or future. Any waiver of indemnification shall be effective only if in writing and signed by the party's authorized representative and only with respect to the particular instance covered thereby.

Cancellation

The contract to be entered into shall be subject to cancellation by either party for cause, i.e., material failure to perform upon seven (7) days written notice, and by the Chamber without cause upon sixty (60) days written notice, and by the Consultant without cause upon 120 days written notice. In the event of any such cancellation, payment to the Consultant shall be adjusted on a pro rata basis or refunded to the Chamber on a pro rata basis.

Representation

The Consultant represents and arms that, in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all the

conditions and responsibilities set forth in this RFP.

VI. SUBMISSION PROCESS

Firms interested in submitting proposals should follow the instructions in this RFP. Proposals should be prepared by providing a straightforward and concise description of the capabilities of the responding firms to satisfy the requirements of the RFP. The Chamber reserves the right to negotiate with proposers or to reject any or all RFPs.

The Chamber assumes no responsibility and no liability for costs incurred by the responding firm(s) prior to the issuance of a contract. If you choose to respond to this RFP, please deliver a copy of the proposal to:

Janet Dugo
Project Manager
Staten Island Chamber of Commerce Foundation
2555 Richmond Avenue, Suite 240
Staten Island, NY 10314

The proposal may also be emailed to: JDugo@sichamber.com
Subject line: Downtown Staten Island Wayfinding RFP

Dates and Deadlines

- RFP Release Date: Monday, January 23, 2023
- Proposal Submission Closing Date & Time: Friday, February 17, 2023 at 5:00pm
- Interviews & Selection Process: Wednesday, February 22 - Friday, March 3, 2023
- Decision Notification Date: Wednesday, March 8, 2023
- Contract Execution Date: No later than Wednesday, April 12, 2023

Q&A

Questions regarding this RFP must be submitted no later than Friday, February 10, 2023 via email to JDugo@sichamber.com

The Chamber reserves the right to extend the receipt of submissions and other elements of this timeline beyond the stated deadlines.

The submission shall contain the following information:

About the Proposer

- Name of firm, address, phone number, URL and email address.
- A description of the company, including firm history, philosophy, and principals.
- Please include the names and bios of the individual/individuals who would be assigned to work with the Chamber, and what their respective role(s) would be.
- A description or examples of services the respondent has previously provided to organizations with similar requirements to those contained herein.
- Relevant knowledge, if any, about the Chamber, Downtown Staten Island, and neighborhood development.

The Proposal

- Project Overview: the proposal must include a detailed statement of the respondent's approach and ability to provide all of the services outlined in the Scope of Services. The narrative should illustrate clearly that the respondent is capable of and experienced in the services necessary for the complete performance of the project.
- Estimated costs for the work as defined in the Price and Payment section above
 - Please include breakdown of costs by task components as outlined in the Price and Payment section above.
- Proposed project timeline.

References

- The names, addresses and telephone numbers of three (3) references who can attest to the respondent's services.
- Current client list.

The Chamber reserves the right to request additional information or materials it may deem appropriate and necessary to evaluate each Proposer's qualifications, past experience and current activities.

VII. SELECTION

Selection Criteria

Criteria on which the Chamber will base its selection may include, without limitation, the following:

- The respondent's demonstration of experience in providing services similar to those required by the RFP.
- The quality of the respondent's management, reputation, and references.
- The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the services required by the RFP.
- Proposed pricing.

Interviews

Interviews may be held with any or all of the respondents after the receipt and review of the proposals. The Chamber reserves the right to select a winning proposer based solely on the proposal itself, without subsequent interviews. If selected for an interview, the respondents should be prepared to present initial concept, proposed timeline and project budget.

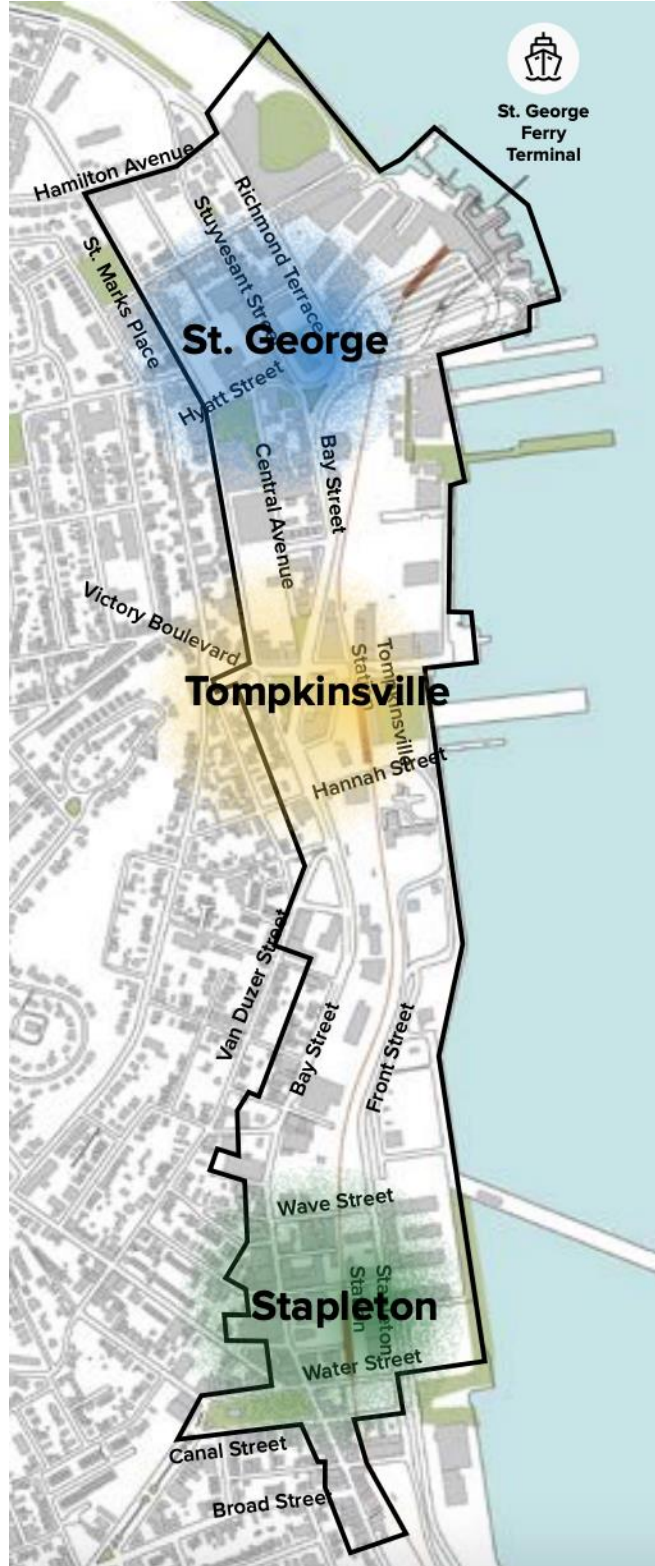
Review of Submissions

The Chamber will select the respondent which, in the sole judgment of the Chamber, most successfully demonstrates the necessary qualities to undertake the project, offers the most cost-effective proposal, and best meets the needs and goals of the Chamber. The Chamber reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each respondent's qualifications and past experience, or clarification or modification of any submitted proposal. Under no circumstances will the Chamber pay any costs incurred by a respondent in responding to this RFP. The Chamber will permit the

correction of deficient submissions that do not completely conform to this RFP on a case-by-case basis. Submission of a proposal shall constitute the respondent's permission to the Chamber to make such inquiries concerning the respondent as the Chamber in its discretion deems useful or appropriate. The Chamber is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information. The Chamber may conduct discussions with some of the respondents submitting proposals and not others. The Chamber reserves the right, in its sole discretion, to reject at any time any or all proposals, and to withdraw this RFP without notice.

(APPENDIX A FOLLOWS ON NEXT PAGE)

APPENDIX A



APPENDIX B

One of the most significant challenges facing the Downtown Staten Island commercial district is the lack of wayfinding – to effectively move people through the corridor in a pleasant and productive way.

For example, right now there is only one small sign along the entire 1.5-mile stretch of Bay Street from the ferry terminal to Vanderbilt Avenue that directs people to the nearby train station. Also, there are “visual deserts” along the corridor that deter people from exploring further along the stretch.

As part of creating a good experience that draws people appropriately through the area, the Chamber is proposing a series of blade-style signs to be attached to various private properties. These signs will serve as “breadcrumbs” that will encourage people to continue on to other destinations.

This concept has been used successfully on Shiloh Street in Pittsburgh. Shiloh Street is a commercial corridor that sits next to a tourist attraction (Mt. Washington), but – like Downtown Staten Island – because of its topography, was having trouble getting people onto the corridor. The icon blade sign system provided the right impetus to move people along.

The blade signs can be made of a durable metal, with a surface that can be imprinted with an icon denoting the type of business or location on both sides. For example, a restaurant might have a “knife and fork” icon. The surface imprint can also be removed and replaced as needed, if the type of business or location it marks should change.

Iconography is highly user-friendly, and works particularly well to enable non-English-speaking visitors to explore – potentially capturing more of the tourists that ride the Staten Island Ferry on a daily basis.

The signs would have consistent design elements that will maintain the visual identity of the existing Downtown Staten Island brand within the physical space, while also giving each location context and focus.

Launched 5 years ago, this brand already has community buy-in (it was developed with community input) and recognition (now in use on banners along the corridor, via a gobo light installation that welcomes people to the corridor, as well as on social media, website, and email platforms).

Among other things (including a brand “voice”), the existing brand identity consists of a Downtown Staten Island logo, along with a color-coding system that connects the 3 neighborhoods of St. George, Tompkinsville, and Stapleton, while still celebrating their unique identities, as follows:

Orange (PMS 021) – overarching DTSI color

Blue (PMS 285) – St. George

Yellow (PMS 109) – Tompkinsville

Green (PMS 356) – Stapleton

Using this existing color-coding will enhance the ability of the signs to mark locations for users.

The Chamber foresees approximately 100 of these signs placed along the corridor on private buildings, pulling people from one end to the other. They can denote private businesses as well as public amenities like parks and trains.

Placing these signs on private property should eliminate some of the drawbacks and delays frequently encountered when working with public property. Private property owners are likely to see the benefits of these signs to them and their neighbors and be able to make quicker decisions.

NOTE: A possible add-on to this concept would be placing design-approved awnings on private buildings to complement and build upon the signs – particularly on properties where a blade sign may be unfeasible.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due Date: _____
- Biannual Reimbursement
Due Date: _____
- Fee for Service Reimbursement
Due Date: _____

- Rate Based Reimbursement
Due Date: _____
- Fifth Quarter Reimbursement
Due Date: _____
- Milestone/Performance Reimbursement
Due Date/Frequency: _____
- Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Project Status Form	Contract period, as amended	6/30* 12/31*
MWBE Utilization Plan	Contract period, as amended	Within 2 weeks of MWBE hire
MWBE Utilization Report (via NYSCS)	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
MWBE Workforce Utilization Report	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

**FORM D
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Project/Contract No.:
M/WBE Goals in the Contract: MBE 15% WBE 15%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.: EMAIL ADDRESS: FOR M/WBE USE ONLY REVIEWED BY: DATE: UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____
	Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____

MWBE GOOD FAITH EFFORT DOCUMENTATION

The following documentation of Good Faith Effort made by the Grantee to secure MWBE utilization for goods and/or services procured under this contract should be retained during the life of the contract and submitted to DOS upon request:

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and 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 Offeror/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.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).