



Service-Disabled Veteran-Owned Business (SDVOB) Master Goal Plan

The Schenectady Metroplex Development Authority (“Metroplex” or the “Authority”) is a public benefit corporation established by the New York State Legislature in 1998 for revitalizing the Route 7 and Route 5 corridors within Schenectady County. The Authority is funded by a portion of the Schenectady County sales tax authorized by the enabling statute (70 percent of one-half of one percent of the county sales tax receipts).

The mission of Metroplex is to enhance the long-term vitality and quality of life in Schenectady County by cooperative, purposeful actions and investments within its corridor, with a particular emphasis on downtown Schenectady.

Metroplex works cooperatively with Schenectady County, the City of Schenectady, private developers, and other key private and public agencies to design, plan, finance, site, construct, administer, operate, manage and maintain facilities within its service district. Metroplex major capital projects are selected using three fundamental criteria:

1. Expand the real property tax base within Schenectady County;
2. Increase sales tax collections county-wide; and,
3. Create and maintain jobs within the County.

An 11-member Board of Directors leads the Authority along with an administrative staff comprised of five full-time employees. Metroplex collaborates with many municipal and private-sector entities through all stages of the development process from project planning and financing to construction of capital improvement projects utilizing Metroplex’s bonding capacity and/or discretionary funding as well as securing other public funds and private investment.

SDVOB Procurement Strategy

The Authority will include Service-Disabled Veteran-Owned Business (“SDVOB”) vendor participation for capital improvement construction projects and related activities by including SDVOB goals in contracts where direct Metroplex financial assistance in the form of grants and/or loans exceeds \$100,000 with respect to improvements to real property, i.e., construction, repairs, renovations, rehabilitation of facilities, demolition, among other things.

With the exceptions noted herein, a purchase order or other obligation by the Authority to expend more than \$25,000 for labor, supplies, equipment and/or materials requires the Authority to seek opportunities for SDVOBs via public bidding in accordance with its State-mandated procurement policy. The Authority may select NYS Certified SDVOB vendors when making discretionary purchases made below established monetary levels and/or without the need for a formal competitive procurement process.

Reflection of Previous Years' SDVOB Utilization

In the procurement of goods and services, the Authority promotes economic development opportunities for local businesses as well as the New York State Executive law Article 17-B goal of 6% for SDVOBs. Over the past year we have continued to work with Schenectady County's Affirmative Action Department and City of Schenectady's Affirmative Action Officer to provide procurement opportunities. The Authority helps expedite certification for businesses that meet SDVOB criteria. The Authority's outreach efforts include utilizing OGS's SDVOB database to identify SDVOBs and participating in local events to educate businesses regarding potential opportunities if and when they occur. The Authority includes SDVOB contract language in competitive procurement contracts and purchases. We work with private developers to identify local SDVOBs.

Our utilization rate is currently 0% and we hope to get closer to the goal of 6% as additional SDVOBs are registered, specifically those that are local to Schenectady County. As stated above, Metroplex was created to increase tax base, sales tax collections and jobs in Schenectady County. With this goal in mind, we continue to set our 20-21 Master Goal Plan at 6%.

Our utilization rate is currently 0%, below our goal of achieving 6% in 2020. The COVID-19 pandemic has limited the Authority's involvement in projects this year and as a result the Authority has not closed on or commenced with any new projects this year.

Metroplex was created by an act of the New York State Legislature to increase tax base, sales tax collections and jobs in Schenectady County. In review of the SDVOB database, there are not any general contracting or construction vendors in Schenectady County and few in the Capital Region. Working to register and certify more local SDVOB vendors in the construction and building trades would be helpful.

The Authority continues to work with Schenectady County's Affirmative Action Department and City of Schenectady's Affirmative Action Officer to provide procurement opportunities and expedite certification for businesses that meet SDVOB criteria. Additionally, the Authority utilizes OGS's SDVOB database to identify vendors and will participate in local events, when possible, to help educate businesses regarding potential SDVOB opportunities. The Authority continues to include SDVOB contract language in competitive procurement contracts and purchases and works with private developers to identify local SDVOBs, as well. The Authority performs these activities routinely.

This past year has been challenging for the Authority due to the COVID-19 pandemic. With County sales tax receipts lower than expected — the Authority's primary source of revenue — its operating budget has been greatly reduced, which has impacted its ability to provide financial assistance to projects and/or influence and encourage developers' use of SDVOB vendors.

Strategic Objectives Regarding Utilization of SDVOBs

As previously noted, the Authority will include SDVOB vendor participation for capital improvement construction projects and related activities by including SDVOB goals in contracts where direct Metroplex financial assistance in the form of grants and/or loans exceeds \$100,000 with respect to improvements to real property, i.e., construction, repairs, renovations, rehabilitation of facilities, demolition, among other things.

With the exceptions noted herein, a purchase order or other obligation by the Authority to expend more than \$25,000 for labor, supplies, equipment and/or materials requires the Authority to seek opportunities for SDVOBs via public bidding in accordance with its State-mandated procurement policy. The Authority may select NYS Certified SDVOB vendors when making discretionary purchases made below established monetary levels and/or without the need for a formal competitive procurement process.

Plans to Achieve Strategic Objectives

The Authority works closely with the Schenectady County Affirmative Action Department and the City of Schenectady's Affirmative Action Officer to develop equal employment opportunity and affirmative action mechanisms to ensure opportunities for certified contract vendors and vendors that provide opportunity to SDVOB as well as Minority and Women-owned Businesses (M/WBE), without discrimination because of race, creed, color, national origin, sex, disability or marital status.

Additionally, the Authority works with local small businesses that meet eligibility criteria for certification as SDVOBs or M/WBE to become certified. The Authority's outreach efforts include utilizing OGS's SDVOB database and Empire State Development's M/WBE Searchable Database to identify state-certified M/WBEs. Authority staff will reach out to SDVOBs that are registered on the Office of General Service website when request for services are available for response. Copies of the Goal Plan and Article 17-B will be distributed to Authority staff involved in program implementation.

Going forward, in addition to including SDVOB contract language in competitive procurement contracts and contracts where Authority financial assistance exceeds \$100,000 in the form of a grant or loan for real property improvement projects, the Authority will also provide a list of SDVOB vendors located in the Capital Region utilizing the SDVOB vendor database.

Utilization Plans, Good Faith Efforts and Waivers

The Authority posts its SDVOB narrative here:

<http://www.schenectadymetroplex.com/policy-reporting/>

The Authority will post its utilization plans when there is SDVOB participation.

Article 17-B strongly encourages SDVOB participation and expects Prime Contractors to consider SDVOBs in a contract with the Authority. The Authority’s SDVOBs goal of 6 percent is not specific to individual contracts, rather it is the Authority’s principal goal. Prime contractors are required to evidence good faith efforts to consider SDVOBs and shall submit a Workforce Utilization Plan that indicates any SDVOB participation no less than 30 days from the date of contract award.

No approvals, denials, or waivers were produced by the Authority.

The Authority complies with quarterly reporting.

The Authority has worked more directly with the DSDVBD this past year to determine ways we can work towards our utilization goal. The COVID-19 pandemic has reduced our capacity and involvement in projects this year, as well as office, supply and administrative needs.

Specific Numbers for Projected Budget/Projected SDVOB Use

Exemptions	
Amount	Description
\$57,780	Rent and utilities for office space at 433 State Street, Schenectady
\$18,259	Rent for garage space for equipment
\$26,400	Rent for parking lots
\$250,000	Parking lot services (Snow-plowing, maintenance, staff, and services)
\$500	Staff travel expenses, conference and training expenses
\$600	Mail meter, postage, and delivery charges
\$7,040	Telephone expenses
\$75,000	Accounting services
\$40,000	Legal services
\$50,000 Est.	Real Estate Purchases
\$250,000 Est.	Exempt Project Expenses (Projects under \$100,000/Contracts under \$25,000)
TBD	Grants from non-public sources (National Grid, Private Foundations)
\$775,579	Total Other Fund Exemptions

Summarized Budget

Total Agency Budget	\$1,404,131
Total Exemptions	\$775,579
Total Exclusions	\$0
Total Amount Eligible for SDVOB	\$628,552
Total SDVOB Goal (6%)	\$37,713

The Authority’s budget has been reduced due to a reduction in sales tax receipts in Schenectady County due to the pandemic.

Anticipated Challenges of Meeting SDVOB Goal & Strategies to Address Each Challenge

The COVID-19 pandemic has been a challenge for the Authority. With County sales tax receipts lower than expected, the Authority has been operating with a reduced budget and lower capacity, which has impacted our ability to provide financial assistance to projects and/or influence and encourage developers' use of SDVOB vendors. The pace of certain project work has also slowed due to the pandemic, which is outside of the Authority's control. The Authority has cut spending across its budget to address some of its funding shortfall due to the pandemic.

As previously mentioned, in review of the SDVOB database, there are not any general contracting or construction vendors in Schenectady County and few in the Capital Region. Working to register and certify more local SDVOB vendors in the construction and building trades would be helpful to the Authority in achieving its utilization goal.

Going forward, in addition to including SDVOB contract language in competitive procurement contracts and contracts where Authority financial assistance exceeds \$100,000 in the form of a grant or loan for real property improvement projects, the Authority will also provide a list of SDVOB vendors located in the Capital Region utilizing the SDVOB vendor database.

Standard Clauses for All Metroplex Contracts (Appendix A) is attached.

The Authority's Executive Director is responsible for all contract negotiations and agreements, and distribution of Request for Proposals and Requests for Qualifications consistent with the Authority's *Procurement Policies and Procedures*. Due to the size of the Authority staff, the Project Director and Project Manager serve as contract manager and purchasing manager in many circumstances. The Executive Director is responsible for determining the types of purchases that are eligible for participation by SDVOBs.

Outreach Efforts

Despite COVID-19, the Authority will continue to work with Schenectady County's Affirmative Action Department and City of Schenectady's Affirmative Action Officer to provide procurement opportunities and expedite certification for businesses that meet SDVOB criteria. The Authority will continue to utilize OGS's SDVOB database to identify vendors and will participate in local events, if possible, to help educate businesses regarding potential SDVOB opportunities. The Authority continues to include SDVOB contract language in competitive procurement contracts and purchases and works with private developers to identify local SDVOBs, as well.

Please see Exhibit D attached.

Appendix A

STANDARD CLAUSES FOR ALL METROPLEX CONTRACTS

1. Certification of Non-Sectarian Purpose. No funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.
2. Rules and Regulations. Contractor agrees to comply with any Rules and Regulations of Metroplex, as amended from time to time, which are incorporated into and made a part of this Agreement.
3. Requests for Funds. The Contractor shall certify with each request for funds that (a) all statements and representations previously made regarding this Agreement are correct and complete, and (b) that the funds do not duplicate reimbursement of costs or services from any other source.
4. Performance Review. Metroplex will review Contractor in such manner and at such times as Metroplex shall determine for the purpose, among other things, of ascertaining the quality and quantity of the activities performed by Contractor, their conformity to the provisions of this Agreement, and the financial integrity and efficiency of Contractor.
5. Records. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional calendar years. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as Metroplex and any other agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of Contractor within the state or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing and copying. Metroplex shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate Metroplex official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained in this Agreement shall diminish, or in any way adversely affect, Metroplex's right to discovery in any pending or future litigation.
6. Contracts. All contracts entered into by the Contractor for legal, accounting, architectural, engineering, technical, professional, consulting or other services which are to be paid for, in whole or in part, with Metroplex funds shall be arms-length transactions and shall be entered into only after an appropriate evaluation by Metroplex of the experience and qualification of the contracting firm or individual and submission of the contract to Metroplex for approval.
7. Notice of Investigation or Default. The Contractor shall notify Metroplex within five (5) days after obtaining knowledge of (a) the commencement of any investigation or audit of its

activities by any governmental agency; (b) the alleged default by the Contractor under any mortgage, deed of trust, security agreement, loan agreement or credit instrument, whether executed in connection with the Services or otherwise; or (c) any alleged breach by the Contractor of the terms of any agreement, credit agreement, lease or other instrument executed in connection with the Services. The Contractor shall insure that, in the event of any alleged default under any of such instruments, the mortgagee, secured party, lender or lessor, as the case may be, shall simultaneously send to Metroplex a copy of any notice of such alleged default sent to the Contractor, and shall give Metroplex a reasonable opportunity to cure such alleged default.

8. Dissolution, Liquidation or Termination. In the event of dissolution, liquidation or termination of the Contractor (whether voluntary, involuntary or by operation of law), this Agreement may be terminated. Such termination shall not relieve the Contractor from liability to Metroplex pursuant to this Agreement or this Appendix. Where dissolution occurs by operation of law or in accordance with Article 10 or Article 11 of the Not-For-Profit Corporation Law, the Contractor shall obtain the prior approval of Metroplex of its plan of dissolution and distribution of assets.
9. Liability on Termination or Expiration. In the event of termination of this Agreement for any reason or upon the expiration of the Period of Agreement, unless Contractor obtains the prior written consent of Metroplex to the contrary, all unspent funds held by Contractor shall immediately be returned to Metroplex, and Metroplex shall have no further liability or obligations under this Agreement, including any obligation to make additional disbursements of funds. Notwithstanding any such termination or expiration, Contractor shall remain liable to Metroplex for any unspent funds, the expenditure or use of the funds in a manner or for a purpose not authorized by this Agreement and/or damages as a result of any breach of this Agreement by Contractor. Metroplex shall have the right, at any time prior or subsequent to any such termination or expiration, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and/or recover funds, which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose and/or damages sustained by Metroplex as a result of any breach of this Agreement by Contractor.
10. No Oral Modification. This Agreement may not be amended, modified or rescinded unless such amendment, modification or rescission is in writing, signed by Metroplex and Contractor and delivered to both parties.
11. No Waiver. No waiver of any term, provision or condition of this Agreement by Metroplex shall be effective unless the waiver is in writing, signed by Metroplex and delivered to Contractor. No waiver by Metroplex of any term, provision, or condition or of any failure by Contractor to perform any of the terms, provisions, or conditions of this Agreement shall be construed to be a waiver by Metroplex of any other or subsequent breach of any term, provision, or condition or failure to perform any of such terms, provisions, or conditions.
12. No Political Activity. Contractor agrees that no portion of the compensation under this Agreement shall be used for any partisan political activity or to further the election or defeat

of any candidate for public or political office. Contractor and all directors, trustees, officers and employees of Contractor and members of their immediate families shall comply throughout the term with all restrictions on political activities and personal benefit to which they may be subject under any statute, regulation, rule or other governmental requirement including, without limitation, the rules and regulations of Metroplex.

13. Officials not to Benefit. No member of the Legislature of the State of New York, and no public official whether federal, state or municipal, shall be entitled to any share or part of the benefits hereof.
14. Executory Clause. Metroplex shall have no liability under this Agreement to Contractor or to anyone else beyond funds appropriated and available for this Agreement.
15. Set-Off Rights. Metroplex shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, Metroplex's option to withhold for the purposes of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to Metroplex with regard to this Agreement, any other contract with any State department or agency, including any Agreement for a term commencing prior to the term of this Contract, plus any amounts due and owing to Metroplex for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. Metroplex shall exercise its set-off rights in accordance with normal practices including, in cases of set-off pursuant to an audit, the finalization of such audit by Metroplex, its representatives, or the State Comptroller.
16. No Arbitration. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. Confidential Information. The Contractor acknowledges and agrees that any information disclosed to the Contractor and its employees and agents by Metroplex or developed pursuant to this Agreement, subject to the definition of the term "confidential information" below and unless otherwise classified by Metroplex, is CONFIDENTIAL INFORMATION that shall be maintained in confidence and not revealed to others by the Contractor, except with prior written approval of Metroplex as necessary to perform the services hereunder, or as legally required by lawful subpoena, discovery request or other similar process (in which event the Contractor shall provide Metroplex with prompt written notice thereof so that Metroplex may seek a protective order or other appropriate relief). CONFIDENTIAL INFORMATION shall be maintained by the Contractor in the same manner in which the Contractor maintains its own confidential and proprietary information, and only those persons in the Contractor's organization having a need to know any of such CONFIDENTIAL INFORMATION in order to carry out the purposes of this Agreement shall have access thereto. Such persons shall be made aware of the confidentiality requirements of this Agreement and shall be bound thereby.

The term "CONFIDENTIAL INFORMATION" as used herein means all information, data and analyses, whether of a technical, engineering, operational or economic nature, developed

pursuant to this Agreement and/or supplied to or obtained by the Contractor from Metroplex in writing, in the form of drawings, orally or by observations. CONFIDENTIAL INFORMATION does not include information that is now or hereafter becomes part of the public domain through publication or information that was already in Contractor's possession at the time of receipt of the information for the first time from Metroplex, or information that hereafter comes into the Contractor's possession and was not or is not acquired by the Contractor directly or indirectly: (1) from Metroplex, (2) from sources under obligation of secrecy to Metroplex, e.g., other Contractors or legal counsel, or (3) information, data or analysis obtained or derived in the course of the Contractor's performance under this Agreement.

18. Documents. Pursuant to any request by Metroplex, or if this Agreement is terminated for any reason, or upon completion of the Services, all finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals computer tapes and discs, or any item prepared by the Contractor under this Agreement shall, at the option of Metroplex, become its property and the Contractor shall, upon the exercise of such option, be required to turn over such items upon request, and as a condition precedent to the receipt of any compensation or reimbursement due under this Agreement.

In the event the Contractor breaches the requirements of this section by failing to provide such documents to Metroplex, Metroplex reserves the right to seek any legal remedy available to it which may include an injunction, monetary damages, court costs, attorney fees, and in addition, daily liquidation damages in the amount of \$ 1,000.00 until the Contractor is in compliance with this section.

All finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals prepared pursuant to this Agreement are works for hire; Metroplex shall be the author of such materials for the purposes of copyright, and shall own the copyright to such materials. In the event that materials prepared pursuant to this Agreement are not works for hire as defined by applicable law, Contractor transfers all rights in the copyright of such works, if any, to Metroplex. Metroplex grants the Contractor the right and use, for portfolio and promotional purposes, sketches, drawings, plans or similar materials prepared for the project. Unless specifically prohibited by Metroplex, in writing, Contractor may identify Metroplex as the client for portfolio and promotional purposes.

19. Non-Liability. Nothing in this Agreement or otherwise shall impose any liability or duty whatsoever on the State of New York, Metroplex, or any agency or subdivision of the foregoing (collectively, the State) except as expressly stated in this Agreement.

20. Service of Process. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon Metroplex's receipt of its return by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify Metroplex, in writing, of each and every change of address to which service of process can be made. Service by Metroplex to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after its service is complete in which to respond.

21. Severability Clause. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and if this Agreement shall, for any reason, be held to be excessively broad as to term, duration, scope, activity or subject, it shall be construed by limiting and reducing itself as to be enforceable to the extent compatible with the applicable law as it pertains.
22. Entire Agreement. This Agreement, including exhibits and appendices, constitutes the entire Agreement between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Agreement.
23. Applicable Law. This Agreement shall be governed by the laws of New York, without giving effect to the conflict of laws or choice of law principles thereof. Each of the parties (a) consents and submits to the jurisdiction of the Courts of New York and of the Courts of the United States for a judicial district within the territorial limits of New York for all purposes of this Agreement to which it is a party, including, without limitation, any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising under or by reason hereof and thereof; and (b) consents and submits to the venue of such action or proceeding in New York in the County of Schenectady.

EXHIBIT D

OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBEs) AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOBs)

The Offeror certifies and affirms that it will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

The overall goal for this project is of 30 percent for M/WBE participation: 15 percent for Minority-Owned Business Enterprises participation and 15 percent for Women-Owned Business Enterprises participation. The Offeror agrees to provide meaningful participation by M/WBEs as subcontractors or suppliers. The Authority reserves the right under the Contract to withhold payment pending receipt of the required M/WBE documentation.

M/WBEs can be readily identified on the directory of certified businesses at: <https://ny.newnycontracts.com/>

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. Offerors for this contract are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

The Authority's overall goal for SDVOBs is 6 percent. This goal is not specific to this or any specific contract. Accepted Offerors will be required to evidence good faith efforts to consider SDVOBs and shall submit a Workforce Utilization Plan that indicates any SDVOB participation no less than 30 days from the date of contract award.

SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>

Offeror (Name of Business)

Signature of Representative

Printed Name of Signatory / Title

Date