



**Louisville and Jefferson County  
Metropolitan Sewer District's (MSD's)  
Minority and Woman Business Enterprise (MBE/WBE)  
Contractor Compliance**

**Required Documents**

MSD requires all Bidders to provide detailed documentation concerning the efforts taken to comply with the objectives of this program. Bidders who have met the designated MBE/WBE goals must submit the following complete information in their Bid proposal to be considered responsive:

- A. Fully completed and signed Data Sheet Number 1 (Bid Proposal forms) to report MBE firm's name(s), monetary amount of participation, and a description of the services and/or materials supplied.
- B. Fully completed and signed Data Sheet Number 1A (Bid Proposal forms) to report WBE firm's name(s), monetary amount of participation, and a description of the services and/or materials supplied.
- \*\*C. A copy of the signed proposal from each MBE/WBE participant stating the terms of the Agreement between the Bidder and the MBE/WBE and the monetary amount for the services and/or materials supplied.

Bidders who have not received a complete waiver of the designated MBE/WBE goals must comply with the above requirements to be considered responsive to the Bid.

For further information regarding the requirements of this program, see the MBE/WBE CCP section of this Contract, or call MSD's Diversity Analyst at (502) 540-6503

- \*\* A proposal is a signed and dated letter or proposed sub agreement from each MBE/WBE participant stating the terms of the Agreement between the Bidder and the MBE/WBE and the monetary amount for the services/materials to be supplied.

## Metropolitan Sewer District MBE Data Sheet Number 1

The MBE goal being met, the prime Contractor must submit the following information concerning the MBE firms to be used:

1. Total dollar amount of Contract: \_\_\_\_\_
2. Total dollar amount of MBE participation: \_\_\_\_\_
3. Total Percentage of MBE participation: \_\_\_\_\_

Description of Construction Work to be performed is as follows:

MBE Subcontractor	Contact Person	Item	Quantity	Unit / Unit Price	Total Cost
				<b>TOTAL</b>	

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

This Data Sheet must be signed by an authorized representative of the Bidder.

I, \_\_\_\_\_, affirm that I am the authorized representative of \_\_\_\_\_ . I have reviewed the information contained in the attached Metropolitan Sewer District MBE Data Sheet and affirm that the information contained therein is accurate.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )

) ss

COUNTY OF JEFFERSON )

I, the undersigned Notary Public, within and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me in said Commonwealth and County by \_\_\_\_\_, who, being by me first duly sworn, declared that \_\_\_\_\_ is the authorized representative of \_\_\_\_\_, and acknowledged execution of said instrument as being his true and proper act and deed.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

## Metropolitan Sewer District WBE Data Sheet Number 1A

The WBE goal being met, the prime Contractor must submit the following information concerning the WBE firms to be used:

1. Total dollar amount of Contract: \_\_\_\_\_
2. Total dollar amount of WBE participation: \_\_\_\_\_
3. Total Percentage of WBE participation: \_\_\_\_\_

Description of Construction Work to be performed is as follows:

WBE Subcontractor	Contact Person	Item	Quantity	Unit / Unit Price	Total Cost
				<b>TOTAL</b>	

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

This Data Sheet must be signed by an authorized representative of the Bidder.

I, \_\_\_\_\_, affirm that I am the authorized representative of \_\_\_\_\_ . I have reviewed the information contained in the attached Metropolitan Sewer District WBE Data Sheet and affirm that the information contained therein is accurate.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )

) ss

COUNTY OF JEFFERSON )

I, the undersigned Notary Public, within and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me in said Commonwealth and County by \_\_\_\_\_, who, being by me first duly sworn, declared that \_\_\_\_\_ is the authorized representative of \_\_\_\_\_, and acknowledged execution of said instrument as being his true and proper act and deed.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

## **Certificate of Compliance**

As a recipient of federal funds and in accordance with Executive Order 11246, as amended, the undersigned and the Metropolitan Sewer District agree that during the period of one year from the date of execution of this Certificate, the following provisions will be considered to be a part of all applicable contracts, subcontracts, or purchase orders, between the undersigned and MSD.

### **Section A. Certificate of Nonsegregated Facilities:**

The undersigned bidder, offeror, applicant, seller or subcontractor certifies to MSD that it does not maintain or provide for its employees any segregated facilities at any establishment, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The undersigned bidder, offeror, applicant, seller or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in any of the contracts between the undersigned and MSD. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, religion, color, or national origin because of habit, local custom or otherwise. The undersigned further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice To Prospective Subcontractors of Requirement For Certification On Nonsegregated Facilities.** A Certificate of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

### **Section B. Equal Employment Opportunity Clause:**

Unless exempt by the terms of Executive Order 11246 of September 24, 1965, as amended, the undersigned agrees that:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race,

- color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. the undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary of Labor, setting forth the provisions of this non-discrimination clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  3. The undersigned will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency Secretary of Labor, advising the said labor union or workers' representative of the undersigned's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain in compliance with such rules, regulations and orders.
  6. In the event of the undersigned's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this order may be canceled, terminated, or suspended, in whole or in part, and the undersigned may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The undersigned will include the provisions of paragraphs 1 through 7. In every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Provided, however, that in the event the undersigned becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the undersigned may request the United States to enter into such litigation to protect the interests of the United States.

**Section C. Affirmative Action Compliance Program:**

Unless exempt by the terms of Executive Order No. 11246, as amended, and the regulations promulgated hereunder, the undersigned certifies to MSD that:

1. Upon receipt of any contract, subcontract, or purchase order amounting to \$50,000 or more with MSD, it will file with the appropriate federal agency on or before March 31st of each year, or within such other period permitted or required by Executive Order No. 11246, as amended, complete and accurate reports on Standard Form 100(EEO-1) or such other forms as may be required.
2. It has developed and is currently maintaining a written Affirmative Action Program at each of its establishments pursuant to all the terms of the regulations promulgated under Executive Order No. 11246, as amended. In accordance with those regulations, the undersigned agrees and certifies that if such a program has not been developed; such a program or programs will be developed within 120 days from the commencement of a contract, subcontract or purchase order with MSD in the amount of \$50,000 or more.

**Section D. Affirmative Action For Handicapped Workers:**

It is further agreed that the following provision, set forth in Section 503 of the Rehabilitation Act of 1973, as amended, is made a part of any existing or future contract between the undersigned and MSD.

The undersigned certifies that in employing persons to carry out contracts entered into with MSD, it will take affirmative action to employ and advance in employment qualified "handicapped individuals," defined as any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment, or (3) is regarded as having such an impairment.

The undersigned further certifies that it will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$2,500 covering the procurement of personal property and non-personal services.

**Section E. Affirmative Action For Disabled Veterans and Veterans of The Vietnam Era:**

As provided by the Code of Federal Regulations, Title 41, Section 41 CFR 60-250.1 et. seq., the undersigned agrees not to discriminate in employment against disabled veterans and veterans of the Vietnam Era and agrees to take affirmative action to employ, advance in employment and otherwise treat qualified veterans without discrimination in all employment policies.

Further, the undersigned agrees that all employment openings of the undersigned which exist at the time of execution of this contract and those which occur during the performance of this contract, including those no generated by the contract, as well as those occurring at an establishment of the undersigned other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at the appropriate local office of the state employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required; provided, that this provision shall not apply to openings paying more than \$25,000 per year or openings which the undersigned fills from within the undersigned's organization or which are filled pursuant to a customary and traditional employer-union hiring arrangement.

The undersigned agrees further to place the above provisions in any contract or purchase order of \$10,000 or more.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_