Request for Proposal
For
Design, Planning and Engineering Consulting Services
For
The Trust for Public Land

The Trust for Public Land
666 Broadway, 9th Floor
New York, NY 10012
March 13, 2013

OVERVIEW

PROJECT SUMMARY

The Trust for Public Land is requesting proposals to provide design, planning and engineering services for a feasibility study, framework plan, and conceptual design for the QueensWay---a potentially transformative project that will enhance the quality of life in central and southern Queens by reclaiming an abandoned, largely elevated rail corridor; providing a potential 55 acres of new park space in underserved areas; incorporating extensive cultural programs and installations; and highlighting and fostering the rich diversity of adjacent neighborhoods. This project is intended as a starting point, helping to build support for what we hope will ultimately be the phased final design and construction of a 3.5 mile linear park.

BACKGROUND ON THE TRUST FOR PUBLIC LAND

The nation's leader in creating city parks and raising money for local conservation, The Trust for Public Land's city projects include over 200 community gardens and playgrounds in New York City, the showcase Railyard Park & Plaza in Santa Fe, Seattle's dazzling Olympic Sculpture Park, and parks along the Atlanta Beltline, one of the nation's most ambitious urban greening efforts. TPL is currently collaborating with the City of Chicago to convert a 2.8-mile abandoned rail line into a linear park called the Bloomingdale Trail; the first portion of this project is now in the final design phase.

This project is in part funded by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993.

PROJECT BACKGROUND

The QueensWay will transform an abandoned eyesore---a 3.5-mile former rail line through the heart of Queens---into a community asset, providing recreational opportunities and highlighting the extraordinary ethnic and cultural diversity of Queens. This new pedestrian walkway and bikeway will connect the dense and diverse neighborhoods of Forest Hills,
Rego Park, Woodhaven, Richmond Hill, and Ozone Park to each other and to Forest Park—the borough’s third largest park. The proposed park runs adjacent to two little league fields, a number of school complexes and various commercial and residential areas. It will serve about 250,000 residents living within one mile of the park.

Until 1962, this corridor (running south from the Long Island Railroad (LIRR) Main Line just west of the Forest Hills Station, to Rockaway Boulevard) was part of the LIRR Rockaway Beach Branch (RBB). The southern portion of the RBB, south of Rockaway Boulevard in Ozone Park (and not part of this scope) became part of the MTA subway system (the A line to the Rockaways). The corridor north of Rockaway Boulevard is now controlled by the City of New York, Department of Citywide Administrative Services, with the exception of the roughly one mile that passes through Forest Park, which was transferred to the jurisdiction of the NYC Department of Parks & Recreation (NYC Parks). NYC Parks has expressed support for this study, and transfer of the full corridor to this agency is possible.

In the Spring of 2011, The Trust for Public Land embarked on a partnership with an emerging “Friends of the QueensWay” group (FQW) made up of residents living along the QueensWay. FQW (www.thequeensway.org) which has received support, for the construction of the QueensWay, from thousands of people mainly living in the Borough of Queens, has been active in building community and elected official awareness and support for this project, and is available to assist the Consultant and TPL in outreach efforts related to this project.

Schedule J provides existing condition photos and information.

PROJECT GOALS AND DESIRED OUTCOMES

Most of the QueensWay corridor remains largely untouched since the last train ran on the Rockaway Line 50 years ago. Despite the deteriorated and overgrown nature of the corridor, many if not most, of the rails and trestles remain, along with some platforms and other rail infrastructure. One bridge (over an active LIRR freight line) collapsed and was removed, some encroachments exist, some properties have been leased by the City; but no permanent structures blocking the center of the right of way exist.

Since its closure in 1962, there have been a number of feasibility studies conducted on the possibility of reactivating the RBB for rail use by the Metropolitan Transit Authority (MTA) and the Port Authority of New York and New Jersey. In each instance, these studies have concluded rail reactivation to be infeasible because of cost and environmental concerns. There has also been significant community opposition to reactivating this property for rail use.

Recently, there has been significant community interest in reclaiming the corridor as a linear park, which has undoubtedly been spurred by the success of The High Line. Supporters of the QueensWay, argue that, unlike The High Line, this project would connect neighborhoods, activating abandoned and unsafe property and accommodating bicycles—all with the goal of improving quality of life in the neighborhoods next to the QueensWay and boosting the local economy.
While receiving significant public sector support, this project is an effort of two non-governmental entities—The Trust for Public Land (TPL) and FQW (with TPL being the recipient of public funds and the client/project director). The key goals of the project are:

a. To build broad support within adjacent communities and among the full range of public officials, agencies, business leaders, and other key stakeholders.

b. To provide cost estimates, a framework plan, and a conceptual design that (combined with broad support) provides a platform for obtaining funds for the phased final design and construction of the QueensWay.

To help us achieve these goals, the selected Consultant team must provide expertise and leadership in a variety of areas including community engagement, technical analysis, and innovative planning and design.

**AFFIRMATIVE ACTION/MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In keeping with requirements for funding from the New York State Office of Parks, Recreation and Historic Preservation, The Trust for Public Land shall be responsible for carrying out or causing to be carried out a program for providing for Affirmative Action (AA), Equal Employment Opportunity (EEO), and Minority and Women-Owned Business Enterprise (M/WBE) participation in this project based on the requirements of the New York State Office of Parks, Recreation and Historic Preservation and the Environmental Protection Fund, as more fully delineated in the attached Schedule B “Appendix A1 - Clauses Required by Office of Parks, Recreation and Historic Preservation” which by this reference is incorporated into this request for proposals. Respondents selected for an interview will be required to submit a Grants MWBE Utilization Plan, the form of which is attached hereto as Schedule E. MWBEs participation is required under the requirements outlined in “NYS Office of Parks Recreation and Historic Preservation Minority and Women’s Business Requirements” attached hereto as Schedule C and the forms attached hereto as Schedule F are required throughout the duration of the project.

**REQUEST FOR PROPOSAL**

**PROJECT FEE AND DURATION**

Respondents are advised that a maximum of $400,000 is available as the fee for this project. The anticipated project duration is eight to ten months from contract execution.

**CONSULTANT’S SCOPE OF WORK**

Site analysis and assessment
1. Provide a detailed electronic survey of the site that shows topography, property lines, land ownership, utilities, and easements. TPL will provide a database on property lines and ownership derived from public records for the Consultant’s use, which the Consultant may use in its discretion.

2. Conduct a structural investigation of existing right of way including earthen embankments, walls, viaducts, bridges, platforms, stairs, columns, and utility structures. Identify options for replacing one missing bridge (south of Metropolitan H.S.; over an active LIRR line) as well as regulatory processes for replacement. These investigations will be of sufficient detail to provide conceptual level budget estimates by category, for the proposed re-use of the corridor.

3. Identify all factors that would influence the redevelopment of the site including but not limited to zoning, air rights, regulatory reviews, building code requirements, adjacent site constraints, property ownership, easements, encroachments (Consultant will note potential encroachments for further investigation beyond this project) views, noise, access points, and connectivity to public transit and existing bicycle paths.

4. The Consultant shall conduct an economic analysis, assessing the potential for revenue generation that could support future maintenance and operations. This analysis should be sufficiently broad, addressing strategies as varied as revenue generated from potential enterprises located on the QueensWay, and revenues potentially captured from neighboring uses that may arise as a result of the QueensWay development.

5. Under a separate contract, administered by the City (with separate funding) a survey will be conducted of hazardous materials in the ground and on the structures. This will include a Phase I assessment of the entire corridor and a Phase II assessment that will cover all or a portion of the corridor. The City Consultant will prepare a costs estimate for potential site remediation. The City Consultant will also assess hydrology along the corridor, and suggest options for increasing infiltration rates and augmenting stormwater retention. Our Consultant will incorporate data from that separate project into the site analysis and plans/designs. All efforts will be made to have this data available before our Consultant performs cost-estimating. It is understood that our Consultant is not responsible for possible delays in obtaining that data, and that cost estimating will proceed, if necessary, in the absence of this data.

6. Prepare a technical report that includes drawings and diagrams illustrating the findings.

**Stakeholder interviews and workshops**

1. Administer and conduct structured community workshops, with support from TPL and FQW. We envision roughly six workshops---a) three, in different neighborhoods along the corridor, to gather community concerns, priorities, and preferred uses and activities, followed by b) three workshops in the same neighborhoods, to present and get feedback on proposed design concepts and alternatives. However, respondents can recommend an alternative community engagement approach or process appropriate to this project.
2. Interview parks officials; other governmental officials; community leaders in business, public health, and arts and culture; and key grassroots community leaders. Where appropriate, group interviews can be conducted. TPL and FQW will provide recommendations of people to interview. Approximately ten of these interviews are anticipated.

3. Develop a program for the project that responds to the documented community needs and concerns, as well as City and Parks Department needs and concerns. This includes consideration of dimensional requirements and adjacency issues.

4. Determine the suitability of the site for the proposed program.

**Conceptual design and budget**

1. Develop at least two alternative development scenarios, that include proposed points of public and ADA access for pedestrians and bicyclists, which address security and privacy, expansion into adjacent parks or other public property, provision of parking (if necessary) and other program requirements, with estimated costs. To the extent possible, scenarios should be guided by sustainable design precepts (as described, for example, in the 2010 High Performance Landscape Guidelines, by City Parks & Recreation and The Design Trust for Public Space).

2. Prepare conceptual plans, sections, elevations and renderings of a preferred alternative (to be chosen by the client). Provide a more detailed, engineer’s cost estimate of the preferred alternative in sufficient detail to allow the client to test different costing scenarios in response to later discussions and study. Provide options and recommendations for phasing of the final design and construction.

3. Prepare materials that can be used to present the proposed conceptual design to multiple audiences in a vivid, easily understandable format. These materials should include images that demonstrate what a walk or bike ride on the QueensWay would look like, in each of the three key sections: embankment, ravine and viaduct. Consistent with the available funds, and the bidder’s strategic assessment of best practices for furthering this project, the bidder will propose use of two dimensional and/or three-dimensional presentation materials (potentially including video simulation).

**PROPOSAL REQUIREMENTS**

A total of seven original hard copies are to be submitted (double-sided preferred), in 8 ½ x 11 inch bound format (11 by 17 fold outs for diagrams or spreadsheets are acceptable) as well as an electronic (.pdf) copy. Responses to this RFP must include the following information:

a. **Title page** – legal name of the proposer, address, telephone number, year firm was established, type of firm, and date of submittal.

b. **Purpose** – brief statement of the proposer’s philosophy, interests, and goals with regard to the project.
c. **Firm** – brief description of the firm including the proposed Project Manager, proposed Project Principal, support team and sub-consultants, and how much time each team member will devote to this project. Include brief resumes for each individual, identifying their area of expertise, qualifications in similar projects and applicable professional registration numbers. Proposers may provide an organization chart indicating roles of all individuals involved in this project.

d. **Similar Projects** – list at least three similar or comparable projects completed by the Consultant firm and/or sub-consultants for non-profit organizations and public agencies. Similar Projects would include: urban linear park and/or large scale urban park projects, in particular those occurring at the master plan/conceptual design stage. Ideally, some project(s) will include complex engineering, drainage, and planting components. Provide project experience on similar projects for the consultant project manager, support team, and sub-consultants. Include the contract amount for each project and the current status of the project. Indicate whether proposed Consultant team members supported the project, and what the initial project budget was as compared to final project cost, if available. Provide a reference for each project presented.

e. **Scope of Work and Strategy** – briefly outlines the consultant’s proposed methodology and strategy. The Scope of Work should be divided into various phases proposed to accomplish the project, with itemization of tasks required to accomplish the proposed scope and proposed deliverables for each task. Include estimated number of meetings and estimated number of hours needed for each task.

f. **Cost Effectiveness**: the Consultant’s submission should include proposed compensation and billing rates using the form attached as Schedule __ and terms and include an estimate for reimbursable expenses. State any exclusions, assumptions, or qualifications to the proposal.

g. **Schedule** – proposed schedule for completion of tasks identified.

h. **Expenses**. State any exclusions, assumptions, or qualifications to the proposal. Negotiation on fee structure may be part of the selection process.

i. **Financial stability** – statement regarding firm’s ability to meet cash flow needs and maintain service levels and deliverables schedule if payment cycle is 60 days behind performance of service.

j. **Insurance** – evidence of insurance coverage that meets TPL’s requirements. See Schedule I – Insurance Requirements.

k. **Equal Employment Opportunity Policy Statement** – all respondents will be required to submit an Article 15A Equal Employment Opportunity Policy Statement. Such statement shall be in a form attached as Schedule D or in a substantially similar form acceptable to New York State.
1. **Non-Collusive Bidding Certification** – all respondents shall submit a signed Non-Collusive Bidding Certification which is attached hereto as Schedule G.

**EVALUATION CRITERIA**

**Staff/Firm Experience 45%**

- The experience of the firm(s), and in particular of the Lead Designer, Lead Engineer and other designated staff members, in successfully executing projects of similar type and scale.

**The Proposal 55%**

*Quality and Clarity of the Written Proposal (15%)*

*Quality of the Proposed Methodology (20%)*

- The extent to which the proposed methodology represents a sound and effective way to manage and complete a multi-faceted work program that encompasses technical analysis, community engagement, and sound planning and design.

*Cost Effectiveness (20%)*

- Evidence of the team’s ability to credibly deliver an ample range of services within the designated budget

**CERTAIN CONDITIONS AND PROVISOS**

1. **INCURRING COST** – This RFP does not commit TPL to award, nor does it commit TPL to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. **CLAIMS AGAINST THE TRUST FOR PUBLIC LAND** – Neither the proposing firm nor any of the firm’s representatives shall have any claims whatsoever against TPL or any of its staff arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between TPL and the proposing firm.

3. **BASIS FOR PROPOSAL** – Only information supplied by TPL in writing, in connection with this RFP, should be used as the basis for the preparation of a proposal. Links to Internet sites are provided FYI only and such sites are not incorporated into this RFP.
4. **FORM OF PROPOSALS** – No verbal, telephone, facsimile or electronic proposals will be accepted.

5. **AMENDED PROPOSAL** – A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. TPL personnel will not merge, collate, or assemble proposal materials.

6. **WITHDRAWAL OF PROPOSAL** – Upon written request, firms may withdraw their proposals at any time prior to the deadline for receipt of proposals.

7. **RFP RESPONSES** – In order for a proposal to be considered, the proposal must be received in person or via courier or mail to TPL no later than the due date and time.

8. **NO PUBLIC PROPOSAL OPENING** – There will be no public opening for this RFP.

9. **CONFIDENTIALITY** – Generally, each proposal and all documentation submitted to TPL is confidential until a notice of intent to award is posted. TPL shall not disclose any information to any other person or entity, except to the extent such disclosure is required pursuant to applicable law, regulation or court proceeding or as otherwise approved by respondent.

10. **USE OF ELECTRONIC VERSIONS OF THE RFP** – This RFP is being made available by electronic means. If accepted by such means, the respondent acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. Respondent hereby acknowledges that acceptance of electronic RFP means that electronic delivery of the RFP is adequate for responder. In the event of conflict between a version of the RFP in the proposer’s possession and the version maintained by TPL, TPL’s version takes precedence.

11. **RIGHTS OF THE TRUST FOR PUBLIC LAND** – TPL reserves the right to do any of the following at any time:

   A. Any proposal submitted by any respondent pursuant to this RFP shall be deemed a solicitation for offers, to which TPL may or may not respond in the exercise of TPL’s discretion. Nothing in this RFP shall obligate TPL to contract with any respondent, and TPL reserves the right to disregard or reject any or all proposals. Reject any or all proposal(s), without indicating any reason for such rejection;
   
   B. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiations;
   
   C. Request that proposers supplement or modify all or certain aspects of their proposals or documents or materials submitted;
D. Terminate the RFP, and at its option, issue a new RFP;
E. Procure services specified in this RFP by other means;
F. Modify the selection process, the services, or the contents or format of the proposals;
G. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
H. Negotiate with any or none of the proposers;
I. Modify in the final agreement any terms and/or conditions described in this RFP;
J. Terminate failed negotiations without liability, and negotiate with other proposers;
K. Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to TPL;
L. Eliminate, reject or disqualify a proposal of any proposer who is not a responsible proposer or fails to submit a responsive proposal as determined solely by TPL;
M. Accept all or a portion of a proposal
N. Condition its acceptance of any proposal on the final approval of the proposed contract by TPL’s board of directors and on approval of NYS grant funds.

**CONTRACT REQUIREMENTS**

It is the intent of TPL that the contractual relationship between the selected consultant firm and TPL will be memorialized in an agreement for professional services (based on an AIA Standard Form or equivalent) (the “Agreement”) that would be approved by TPL’s authorized board committees. The Agreement to be executed by TPL and respondent may contain such reasonable modifications as to capture the Scope of Work included herein and modified to incorporate in substance the provisions of Appendix A – Standard Clauses for New York State Contracts (attached hereto as “Schedule A”) and Appendix A1 - Clauses Required by Office of Parks, Recreation and Historic Preservation (attached hereto as “Schedule B”).

**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The selected consultant will be required to obtain a Certificate of Insurance, during the negotiation of the contract, and maintain current insurance coverage through the contract duration, in accordance with the Insurance Requirements (attached hereto as “Schedule H”). The consultant will be further required to indemnify TPL and the owner(s) of the site, the State of New York, and any such parties as TPL may reasonably designate prior to execution of the contract.

Without the above-stated evidence of insurance for the additional endorsement, the contract cannot be signed, and TPL reserves the right to reject the selected consultant.
RFP AND CONSULTANT SELECTION SCHEDULE

RFP Issue Date                            March 13, 2013
Mandatory Pre-Submittal Meeting            March 28, 2013
Proposal Submittal Deadline                April 23, 2013
Notify Consultants Selected to Interview    May 3, 2013
Interviews                                 week of May 13, 2013
Selected Consultant Notified               week of May 20, 2013

Following the March 28 meeting, through April 5, questions may be emailed to the Project Director (andy.stone@tpl.org). Answers will be forwarded to all firms registering at the March 28 meeting.

PRE-SUBMITTAL MEETING AND SITE VISIT

A mandatory pre-submittal site visit and meeting will be held on March 28, from 1:00pm to 4:00pm in Queens. All teams planning to attend should contact Christina Kelly (212-574-6880 or christina.kelly@tpl.org; emails preferred) by March 21 at noon, to provide firm and individual names for up to three attendees per team. Details on the exact location for the meeting, and details on the tour, will be provided, by March 25, to firms that have registered. Due to space limitations, there may be a need to limit attendance to one or two people per team. This meeting and tour are exclusively for representatives of licensed firms in the fields of design/planning/engineering that have a bona fide interest in responding to this rfp.

PROJECT CONTACT INFORMATION

Inquiries regarding this RFP should be directed, via email to Project Director Andy Stone, at The Trust for Public Land (andy.stone@tpl.org).

SUBMISSION DEADLINE

Firms interested in submitting proposals must submit six (6) complete original, hard copies of the proposal, in a sealed envelope. An additional copy (in pdf form) must also be emailed. Proposals must be submitted no later than April 23, 2013 at 5PM, addressed as follows:

Andy Stone
The Trust for Public Land
666 Broadway, 9th Floor
New York, NY 10012
LIST OF ATTACHMENTS

- Schedule A - Appendix A - Standard Clauses for New York State Contracts
- Schedule B – Appendix A1 - Clauses Required by Office of Parks, Recreation and Historic Preservation
- Schedule C – NYS Office of Parks Recreation and Historic Preservation Minority and Women’s Business Requirements
- Schedule D – Article 15A - Equal Employment Opportunity Policy Statement
- Schedule E – OPRHP MWBE Utilization Plan (UPG-1)
- Schedule F – Contractor’s Payment Statement (GCC-1)
- Schedule G – Non-Collusive Bidding Certification
- Schedule H – Insurance Requirements
- Schedule I – Staffing Breakdown
- Schedule J – Existing Conditions: Photos and Diagrams
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (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 years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York 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. The State 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) the Contractor shall timely inform an appropriate State 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 herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to
be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, 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. 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 the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

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subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5200
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS,**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not equal or exceed ten percent of the total contract value and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which equal or exceed ten percent of the total contract value, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT which shall be approved by the Office of the State Comptroller (See Section I, Paragraph D of the AGREEMENT).

2. Termination.
   A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
   B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.

3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
      I. Information on the availability of New York State subcontractors and suppliers is available from:

         NYS Department of Economic Development
         Division of Small Business
         30 South Pearl Street
         Albany, NY 12245
         Phone: (518)-292-5250 FAX (518)-292-5803

         Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.

      II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get the

foreign countries to recognize offset credits created by this contract.


I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.

III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:

(a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.

IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.

V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.

VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities...
without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.

VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.


I. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 / Fax: (518) 486-6416

II. Definition. For the purposes of these clauses, the following definition shall apply:

(a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

(b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.

(c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(1) Black persons having origins in any of the Black African racial groups;

(2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

(3) Native American or Alaskan native persons having origins in any of the original peoples of North America;

(4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

(d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least fifty-one percent owned by one or more minority group members;

(2) an enterprise in which such minority ownership is real, substantial and continuing;

(3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and

(4) an enterprise authorized to do business in this state and independently owned and operated.

(e) "Subcontract" shall mean an agreement providing for total expenditures in excess of $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state
contract is undertaken or assumed.

(f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;

(2) an enterprise in which the ownership interest of such women is real, substantial and continuing;

(3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and

(4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

(a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.

(b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include:

(1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;

(2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBE's; and

(3) other information which the STATE determines to be relevant to the utilization program.

(c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractors receipt of a notice that the statement of remedy was untimely or inadequate.

(d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.

(e) If the contractor does not submit a request for waiver, or if the STATE determines that
the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.

(f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

(a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.

(b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.

(c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

(a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?

(b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?

(c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?

(d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?

(e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?

(f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?

(g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely
fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

(a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.

(b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

(a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.

(b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of
the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;

(1) adopt the recommendation of the arbitrator;

(2) determine that no sanctions, fines or penalties should be imposed; or

(3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
To Prospective Bidders:

Consistent with New York State Office of Parks, Recreation and Historic Preservation (OPRHP) commitment, and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Businesses (MWBE) in the OPRHP construction program. The requirements apply to all “State” funded contracts. Funding for this project comes in part through an Environmental Protection Fund grant. The intent of the program is to encourage and assist in developing business relationships between Prime Contractors and M&WBE subcontractors and suppliers. Contractors must be diligent and creative in order to develop a Utilization Plan that complies with the program. By submission of this Utilization Plan, the Contractor commits to the value included in the plan for participation by Minority and Women-owned businesses. OPRHP will review the plan and notify the Contractor of any deficiencies contained in the plan. A copy of the Utilization Plan will be returned to the Contractor after acceptance. OPRHP may require the Contractor to provide documentation of the efforts made by a Contractor to develop this plan.

The Contractor, by bidding on this project acknowledges understanding and support of this policy and pledges to fully cooperate with the Trust for Public Land in meeting State requirements set forth in these bidding and contract documents.

Minority and Women Owned Business Enterprise (MWBEs) on this project the State has set the following goals for the participation of certified minority and women owned business:

**Minority/Women Owned Businesses: 20% of the State grant (minimum $93,400)**

**Must have participation in both MBE and WBE categories**

For many projects, it is necessary to include the cooperation of principal subcontractors for a meaningful utilization plan. In the selection of principal subcontractors, the Prime Contractor should consider subcontractors who demonstrate efforts to assist with program requirements. Although responsibility for program compliance is with the Prime contractor, the Contract Documents require that all subcontractors also comply with the contract provisions. An inability to meet goals when subcontractor cooperation is not present does not excuse the Prime Contractor from the responsibility.

Firms must be certified by New York State as a Minority or Women-Owned Business to comply with program requirements. Certified firms are included in a Directory of Certified Minority and Women-Owned Business Enterprises. This Directory is provided on the Internet and the address is: [http://www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html). You may contact the Empire State Development Corporation at (518) 292-5250.

Following are suggestions for good faith efforts that will be helpful for contractors both during and after the bidding period. These suggestions compliment the Appendix A1, Affirmative Action of the Contract Documents which further outlines good faith efforts. In order for good faith efforts to be effective, contractors (Grantee) should begin plan development during prebid.

**Receipt of the M&WBE Utilization Plan is required to the NYS Regional Office at Bid Opening.**
Receipt of OPRHP MWBE Utilization Plan Form (UGP-1) must be submitted once the bidder has been selected. The firm/s proposed are businesses the bidder seriously expects to include in the project activity. A letter of explanation and documentation of efforts shall accompany an M&WBE Utilization Plan that falls short of the stated goals. **Failure to submit this form could result in disqualification and failure to meet the goals could result in a forfeiture of grant funds to the Trust for Public Land equal to the percentage not attained.**

It is the responsibility of the contractor to inform “OPRHP” of changes, additions or deletions to the accepted Utilization Plan and to provide supporting documentation for such.

EEO Policy Statement – Bidders must complete the EEO Policy Statement and include it with their bid.
SCHEDULE D
Article 15A

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the ____________________________ (name of organization) to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of this organization I am personally committed to assuring that we will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran’s Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization’s jurisdiction and it governs all our employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State’s citizens.

__________________________
(Print/Type CEO Name)

__________________________
(CEO Signature & Date)
GRANTS MWBE UTILIZATION PLAN INSTRUCTIONS

INSTRUCTIONS: This form is to be used to report minority- and women-owned businesses (MWBEs) subcontractors and suppliers that will be utilized by the grant recipient and/or prime contractor. This form is to be completed legibly and submitted to the Regional Office within seven (7) business days of notification of low bid. This form is required pursuant to Article 15-A of the Executive Law. A contract will not be executed without this form being submitted and approved by the Bureau of Affirmative Action and Equal Opportunity of the NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP). Failure to submit this form shall result in disqualification.

<table>
<thead>
<tr>
<th>SECTION 1: GRANT PROJECT INFORMATION FOR GRANT RECIPIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF THE GRANT RECIPIENT</td>
</tr>
<tr>
<td>GRANT CONTRACT NUMBER</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td>REGION</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>GRANT PROGRAM</td>
</tr>
<tr>
<td>FEDERAL IDENTIFICATION NUMBER AND SFS VENDOR IDENTIFICATION</td>
</tr>
<tr>
<td>TELEPHONE NUMBER AND E-MAIL ADDRESS</td>
</tr>
<tr>
<td>DESCRIPTION AND LOCATION OF PROJECT</td>
</tr>
<tr>
<td>MWBE GOALS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 2: PRIME CONTRACTOR (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF PRIME CONTRACTOR</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td>TELEPHONE NUMBER AND E-MAIL ADDRESS</td>
</tr>
<tr>
<td>FEDERAL IDENTIFICATION NUMBER AND SFS VENDOR IDENTIFICATION</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 3: GRANT FUNDING SOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please identify all the funding sources associated with the grant project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION 4: CONTRACT VALUE OF THIS GRANT PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL DOLLAR VALUE GRANTED BY NYS OPRHP</td>
</tr>
<tr>
<td>TOTAL DOLLAR VALUE BEING MATCHED BY GRANT RECIPIENT FROM ALL OTHER SOURCES</td>
</tr>
<tr>
<td>TOTAL COST/DOLLAR VALUE OF THIS GRANT PROJECT</td>
</tr>
</tbody>
</table>
## SECTION 5: CERTIFIED MWBE SUB CONTRACTORS/SUPPLIERS/VENDORS
**THAT THE GRANT RECIPIENT INTENDS TO USE**

<table>
<thead>
<tr>
<th>CERTIFIED MWBE SUB CONTRACTORS</th>
<th>Please state the full name, address, telephone number, e-mail addresses, federal identification number and SFS vendor identification of all certified sub-contractor(s)/supplier(s) associated with the project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHECK ONE- MBE OR WBE</td>
<td>Please state whether the sub-consultants/sub-contractors/suppliers is a certified MBE or WBE.</td>
</tr>
<tr>
<td>DESCRIPTION OF SUB CONTRACTING/SUPPLIES</td>
<td>Provide a brief description of the work that is to be done by each sub-contractor/supplier associated with the project.</td>
</tr>
<tr>
<td>TOTAL DOLLAR VALUE</td>
<td>Please state the dollar value that is to be contracted out to each certified MWBE sub-consultant/sub-contractor/supplier.</td>
</tr>
<tr>
<td>ANTICIPATED DATES</td>
<td>Please state the anticipated start date and the anticipated completion date for work awarded to MWBE sub-consultants/sub-contractors/suppliers.</td>
</tr>
</tbody>
</table>

## SECTION 6: GRANT RECIPIENT’S AFFIRMATION AND SIGNATURE

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE OF THE GRANT RECIPIENT</th>
<th>Signature of the authorized official representing the grant recipient who will be responsible for the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME AND TITLE</td>
<td>The printed name and title of the authorized official representing the grant recipient who will be responsible for the contract.</td>
</tr>
<tr>
<td>DATE</td>
<td>Please state the date that the grant’s MWBE utilization plan was signed by the authorized official representing the grant recipient who is responsible for the contract.</td>
</tr>
</tbody>
</table>

## SECTION 7: PRIME CONTRACTOR’S AFFIRMATION AND SIGNATURE (IF APPLICABLE)

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE OF THE PRIME CONTRACTOR</th>
<th>Signature of the authorized official representing the firm who will be responsible for the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME AND TITLE</td>
<td>The printed name and title of the authorized official representing the firm who will be responsible for the contract.</td>
</tr>
<tr>
<td>DATE</td>
<td>Please state the date that the grant’s MWBE utilization plan was signed by the authorized official representing the firm who is responsible for the contract.</td>
</tr>
</tbody>
</table>

The information that is provided by the prime contractor on this form is subject to verification by NYS OPRHP. Any changes to an approved MWBE Utilization Plan must be approved by the NYS OPRHP and any such request must be supported with a detailed explanation and appropriate supporting documentation. An amendment to this form must be submitted whenever a substitute and/or additional sub-consultants/sub-contractors/suppliers are proposed.
# GRANTS MWBE UTILIZATION PLAN

## Section 1: Grant Project Information for Grant Recipient

<table>
<thead>
<tr>
<th>Name of the Grant Recipient:</th>
<th>Grant Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Region:</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Contact Person:</td>
</tr>
<tr>
<td>Grant Program: (Please check all that apply)</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>□ CFA   □ EPF   □ OTHER</td>
<td></td>
</tr>
<tr>
<td>SFS Vendor ID:</td>
<td>FEIN:</td>
</tr>
<tr>
<td>Description and Location of Project:</td>
<td>MWBE Goals Assigned:</td>
</tr>
<tr>
<td></td>
<td>MBE ______% WBE ______%</td>
</tr>
</tbody>
</table>

## Section 2: Prime Contractor (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Name of Prime Contractor:</th>
<th>Contact Person:</th>
<th>SFS Vendor ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a NYS MWBE Certified by the NYS Empire State Development Corp? □ Yes □ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Telephone Number:</td>
<td>E-Mail Address:</td>
</tr>
<tr>
<td></td>
<td>FEIN:</td>
<td></td>
</tr>
</tbody>
</table>

## Section 3: Grant Funding Sources (PLEASE CHECK ALL THAT APPLY)

- □ Total Grant from NYS (all sources) is less than $100,000
- □ Non-discretionary purchases will be made for this grant project. If so, please indicate: (E.g. purchases will be made under a NYS contract, a city/county/municipal/village contract etc.) $___________ Specify: __________________
- □ Federal funds are funding a portion for this grant project. If so, please indicate total dollar value: $__________
- □ Local funds are funding a portion of this grant project: (E.g. City, County, Municipal, Village etc.) $__________

## Section 4: Contract Value of this Grant Project

<table>
<thead>
<tr>
<th>Total Dollar Value Granted by NYS OPRHP:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dollar Value being Matched by Grant Recipient from all Other Sources:</td>
<td>$</td>
</tr>
<tr>
<td>Total Cost/Dollar Value of this Grant Project:</td>
<td>$</td>
</tr>
</tbody>
</table>

## Section 5: Certified MWBE sub contractors/suppliers/vendors that the Grant Recipient intends to use

<table>
<thead>
<tr>
<th>Name, Address, Telephone Number and E-mail Address</th>
<th>MBE/WBE</th>
<th>Description of Sub Contracting/Supplies</th>
<th>Total Dollar Value of Sub Contracting/Supplies</th>
<th>Anticipated MWBE performance/purchase date(s)</th>
</tr>
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<tbody>
<tr>
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</table>

(Revised January 2013)
The Freedom of Information Law requires public disclosure of certain records held by NYS OPRHP. Based upon the foregoing, you are hereby notified that this document, and related documents, constitute "records" that fall under the scope of the Freedom of Information Law. Therefore, such documents may be made available to the public.

<table>
<thead>
<tr>
<th>Name, Address, Telephone Number and E-mail Address</th>
<th>MBE/WBE</th>
<th>Description of Sub Contracting/Supplies</th>
<th>Total Dollar Value of Sub Contracting/Supplies</th>
<th>Anticipated MWBE performance/purchase date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.:</td>
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<tr>
<td>SFS Vendor ID:</td>
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<tr>
<td>Federal ID No.:</td>
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<td>SFS Vendor ID:</td>
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<td>SFS Vendor ID:</td>
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<td>Federal ID No.:</td>
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<tr>
<td>SFS Vendor ID:</td>
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</table>

**Section 6: Grant Recipient’s Affirmation and Signature**

In connection with the grant awarded to grant recipient, grant recipient will comply with all requirements of Executive Law Article 15-A, including all MWBE requirements. I understand that the failure to undertake good faith efforts to engage certified MWBEs in connection with the grant is a violation of grant recipient obligation and may result in the grant award being reduced or eliminated. I understand that all identified MWBEs will be contacted for verification of solicitation and/or engagement.

Authorized Signature of Grant Recipient: Date: Print Name and Title:

**Section 7: Prime Contractor’s Affirmation and Signature (IF APPLICABLE)**

In connection with my firm’s contract with the grant recipient, my firm will comply with all requirements of Executive Law Article 15-A, including all MWBE requirements. I understand that the failure to undertake good faith efforts to engage certified MWBEs in connection with the grant is a violation of my firm’s contract with the grant recipient and may result in payments being reduced or eliminated. I understand that all identified MWBEs will be contacted for verification of solicitation and/or engagement. This affirmation modifies and is incorporated as a part of the contract between my firm and the grant recipient.

Authorized Signature of Prime Contractor: Date: Print Name and Title:

**FOR NYS OPRHP USE ONLY:**

**OPRHP’s Determination:**

- [ ] Approved at: MBE: _____% MBE $ _____________ WBE: _____% WBE $
- [ ] Approved as Noted
- [ ] Rejected

Notes:

OPRHP Authorized Signature: Date:

(Revised January 2013)
<table>
<thead>
<tr>
<th>Region:</th>
<th>Page of</th>
</tr>
</thead>
</table>

**Contractor's Payment Statement**

**Detail of Contractors Payments to ALL Subcontractors or Suppliers**

**Contract No.:**

**Contract Award:**

**Project Description:**

**Federal ID #:** (Please mark with an X)

**Total Contract $**:  

**Previous Payments**

**From Start of Project:**

**Total Payments To Date:**

**Total Payments This Period:**

**Payments This Period Only:**

<table>
<thead>
<tr>
<th>Supplier Sub</th>
<th>MBE</th>
<th>WBE</th>
<th>OTHER</th>
</tr>
</thead>
</table>

**Name:**

**Federal ID #:**

**Designation:**

**Address, Phone Number and E-Mail:**

**Contractor / Consultant / Vendor Information**

**SUBCONTRACTOR/SUBCONSULTANT and Supplier Information**

**GCC-1A**

This report is required pursuant to Executive Law. Failure to comply will result in non-compliance.

New York State Office of Parks, Recreation and Historic Preservation
CONTRACTOR'S PAYMENT STATEMENT

INSTRUCTIONS: The Contractor's Payment Statement (GCC - 1) is to be completed by the Contractor listing all contracts for construction, services or supplies and including any force-account work.

Submit this form to Parks Regional Grants Administrator with each payment request.

Contractor / Consultant / Vendor Information
Name, Address and contact person. Provide full name of firm, home office address and person completing the GCC form.

Federal ID #, Phone, E-Mail. Provide Federal ID number (mandatory field) and phone number of the Contractor. Provide e-mail address of firm.

Contract No. Indicate Contract/Project No. assigned by Agency or Contract No. assigned by grantee.

Project Award Date: Indicate date contract was awarded.

Completion Date: Indicate expected date of completion.

Reporting Period: Indicate month/year of reporting period.

Project/Work Description: Examples: Paving, Excavation, Consultant, Janitorial, etc.

Contract Goals Indicate M/WBE goals from contract.

Total Award Indicate the total project award of the contract.

Subcontractors/Sub consultant and Supplier information: Provide the name, address, telephone number and e-mail address of each contractor/supplier included on the firm's.

Total Payments to Date: Indicate total payments made to MBE/WBE firm listed.

Summary of Information: Provide the dollar amount and percentage of total for each category.

Signature of Contractor: Signature of the Contractor.

Name and Title of Contractor: Print or type the name of the contractor.

Date Signed: Date signed.
<table>
<thead>
<tr>
<th>Bidder Action Code</th>
<th>MWBE Response Code</th>
<th>Contractor's Name:</th>
<th>Contact Person:</th>
<th>Date Submitted:</th>
<th>Address:</th>
<th>Telephone Number:</th>
<th>E-mail Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

**METHOD OF CONTACT CODES:**
- 100: Mail
- 101: E-mail
- 102: Phone
- 103: In Person
- 104: Fax

**MWBE RESPONSE CODES:**
- 200: Submitted Written Quote
- 201: Developing Quote
- 202: In Process of Negotiating
- 203: No Price Agreement
- 204: Scheduling Conflict
- 300: MWBE Selected
- 301: MWBE Unavailable
- 302: MWBE Not Selected
- 303: MWBE No Longer in Business
- 304: MWBE Unresponsive

**BIDDER ACTION CODES:**
- 100: MWBE Selected
- 101: MWBE Unavailable
- 102: MWBE Not Selected
- 103: MWBE No Longer in Business
- 104: MWBE Unresponsive
SCHEDULE G

NON-COLLUSIVE BIDDING CERTIFICATION

By signing of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership of corporation to submit or not to submit a bid for the purpose of restricting competition.

SIGNED:____________________________________________

TITLE:______________________________________________

FIRM:_______________________________________________

DATE:_______________________________________________
**SCHEDULE H**

**Insurance Requirements**

Respondent shall, during the term of this Agreement, maintain the following insurance coverage with limits that are equal to or exceed the following amounts:

<table>
<thead>
<tr>
<th>Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>$ Statutory</td>
</tr>
<tr>
<td>Employers' Liability</td>
<td>$2,000,000/occurrence</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$2,000,000/occurrence&lt;br&gt;$2,000,000/aggregate</td>
</tr>
<tr>
<td>(including blanket contractual liability)</td>
<td></td>
</tr>
<tr>
<td>Professional Errors and Omissions</td>
<td>$2,000,000/occurrence&lt;br&gt;$2,000,000/aggregate</td>
</tr>
<tr>
<td>Liability</td>
<td></td>
</tr>
<tr>
<td>Automotive Liability</td>
<td>$1,000,000/person</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000/occurrence</td>
</tr>
</tbody>
</table>

All policies shall be written by insurance companies with an A.M. Best’s rating of A:VI or higher. All insurance is required to be in place prior to commencement of any work under this agreement. All claims-made policies shall have prior acts inclusion dating at least prior to the commencement of work under this Agreement, and shall remain in force for at least five years after this Agreement, or the work performed under this Agreement, terminates.

For each policy of insurance maintained by Respondent pursuant to this Agreement (except the workers’ compensation policy), the insurer shall name The Trust for Public Land and City and/or any agencies responsible for the site and their officers, directors and employees as an additional insured and provide Client with proof of endorsement of said policies permitting Client and City and/or any agencies responsible for the site to be so named. This Agreement specifically requires that Respondent’s insurance be primary and noncontributing to The Trust for Public Land’s own coverage, and that the Respondent notify its insurer of this provision.
SCHEDULE I

QUEENSWAY STAFFING BREAKDOWN

Firm Names:

A. Overall Staffing
   (list by firm, title and name)

   Firm _______________________
       Staff Person
           _______________________
           _______________________
           _______________________

   Firm _______________________
       Staff Person
           _______________________
           _______________________
           _______________________

   Firm _______________________
       Staff Person
           _______________________
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B. Tasks

   1. Engineering and Structural Assessment

       Staff Person           Hours, Rate, Total Fee
                               _______________________
                               _______________________
                               _______________________
                               _______________________

2. **Planning/Land Use Assessment**

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<th>Staff Person</th>
<th>Hours, Rate, Total Fee</th>
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3. **Economic Analysis**

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4. **Outreach (Workshops and Interviews)**

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5. **Conceptual Design**

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6. **Cost Estimating**

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C. **Reimbursable Costs**

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<th>Category</th>
<th>Estimated Amount</th>
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SCHEDULE J
See separate .pdf file
“Existing Conditions: Photos and Diagrams”