

**BATTERY PARK CITY AUTHORITY**

**REQUEST FOR PROPOSALS**

**FOR**

**Pier A – River Water Geothermal System Maintenance**

## **TABLE OF CONTENTS**

I. SUMMARY.....	4
II. GENERAL PROVISIONS.....	4
III. SERVICES REQUIRED .....	4
IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS.....	5
A. Key Dates .....	5
B. Anticipated Contract Term .....	5
C. Minimum Qualification Requirements .....	5
V. GENERAL REQUIREMENTS .....	5
A. Questions regarding MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals.....	5
B. Restricted Period.....	6
C. Submission of Proposals.....	6
D. Mandatory Forms .....	6
VI. PROPOSAL FORMAT AND CONTENTS.....	7
A. Proposal Format.....	7
B. Proposal Content.....	7
C. RFP Questions/Information Requested.....	7
D. RFP Additional Information Request.....	9
E. Cost Proposal.....	13
VII. SELECTION PROCESS.....	13
A. Evaluation.....	13
B. Interviews.....	14
C. Evaluation Criteria for Selection .....	14
D. Basis for Contract Award .....	14
VIII. NON-COLLUSION.....	14
IX. IRAN DIVESTMENT ACT .....	14
X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE .....	15

EXHIBIT A - Scope of Work

EXHIBIT B - MBE/WBE/SDVOB Requirements, MBE/WBE and EEO Policy Statement & Diversity Practices  
Questionnaire

EXHIBIT C - Form of Cost Proposal

EXHIBIT D - Form of Labor Rates

EXHIBIT E - Itemized Schedule of Values

EXHIBIT F - Construction Documents for Reference

EXHIBIT G - List of BPCA & BPCPC Board Members and Employees

EXHIBIT H - BPCA Standard Form of Contract

EXHIBIT I – Acknowledgement of Addenda

## **I. SUMMARY**

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority ("BPCA") requests proposals (each individually, a "Proposal" or collectively, the "Proposals") from commercial diving services companies and/or marine services contractors (each individually, a "Proposer" or collectively, the "Proposers") to provide BPCA with scheduled underwater and out of water maintenance and repair services for the Pier A River Water Geothermal System (the "Array System"), located at 22 Battery Place, New York, NY (the "Site"), in accordance with the scope of work (the "Scope of Work") attached to this RFP as Exhibit A (the "Project" or the "Work").

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City as a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas, and a waterfront esplanade. A summary of BPCA's structure, mission, and history, as well as the Battery Park City project area, may be viewed at: <http://bpca.ny.gov/>. Public information regarding BPCA's finances, budget, internal controls, guidelines, and policies may be viewed at: <http://bpca.ny.gov/public-information/>. Information relating to the Battery Park City Parks Conservancy Corporation ("BPCPC"), BPCA's affiliate, may be viewed at: <http://bpccparks.org/>.

Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE") and Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") are encouraged to submit Proposals.

## **II. GENERAL PROVISIONS**

This Request for Proposals, including attachments, exhibits, and any amendments or addenda (collectively, the "RFP"), is subject to the rights reserved by BPCA, including, but not limited to BPCA's right to:

- withdraw and/or cancel this RFP at any time before a final award of the contract;
- request clarification and/or additional information from any or all Proposers;
- amend any term or requirement of this RFP at any time before the award of a contract (Proposers may amend their Proposals, as directed by BPCA, if BPCA materially alters or amends this RFP after the submission of their Proposals);
- alter any key dates or deadlines related to this RFP;
- award the Project, in whole or in part, to one or more Proposers;
- reject any Proposal that does not strictly conform to the requirements of this RFP;
- conduct an interview with any or all of the Proposers to aid the evaluation process; and
- negotiate potential contract terms with any Proposer.

BPCA is not liable or responsible in any way for any expenses incurred in the preparation of a Proposal in response to this RFP. All information submitted in response to this RFP is subject to the Freedom of Information Law, Article 6 of the New York State Public Officers Law ("FOIL"), which requires public access to certain documents possessed by BPCA, unless a specific exemption applies. Proposers are responsible for identifying any information in their respective Proposals considered to be confidential and exempt from FOIL.

## **III. SERVICES REQUIRED**

- A. If selected, Proposer will be responsible for the periodic scheduled inspection and maintenance, and unscheduled repairs of the Array System (the "Services Required"), in accordance with the Scope of Work.
- B. All Work to be performed by the selected Proposer shall be performed in a safe manner, under the supervision of a qualified supervisor who will be on Site and employed by the selected Proposer. The supervisor must ensure that the Work is performed competently and in a timely manner.

#### **IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS**

##### **A. Key Dates**

The following is a list of key dates that are subject to change at BPCA's discretion:

- Request for Proposals issued: November 29, 2016
- **Pre-Proposal Meeting and Site Visit**: December 8, 2016 at 10:00 in the BPCA Offices, 200 Liberty Street, 24<sup>th</sup> Floor, New York, NY 10281 and at the Project Site, 22 Battery Place, New York, NY.
- Deadline to submit questions to BPCA: December 22, 2016 by 4:00 p.m. (by email only)  
All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Michael LaMancusa, Battery Park City Authority, at Michael.LaMancusa@bpca.ny.gov.
- Deadline for BPCA's response to substantive questions: January 6, 2017 (via BPCA website)
- **DUE DATE FOR RESPONSES TO RFP: January 18, 2017 by 3:00 p.m. (the "Due Date")**
- Selected firms may be invited to partake in a pre-award interview with the selection committee. We ask that you have the appropriate people from your firm and any subcontractors attend.
- Selection and notification of the successful Proposer: To be determined.
- Anticipated Contract start date: March 2017

##### **B. Anticipated Contract Term**

The anticipated term of the contract awarded pursuant to this RFP (the "Contract") will be three (3) years (the "Term"). BPCA reserves the right to terminate the Contract at any time, with or without cause, in accordance with its terms. BPCA's form of Contract is attached as Exhibit H.

##### **C. Minimum Qualification Requirements**

The following are the Minimum Qualification Requirements for this RFP. **Proposals that fail to comply with these requirements will be rejected.**

- 1) The Proposer must be authorized to do business in the State of New York.
- 2) The Proposer must have at least five (5) years' experience (or comparable combined experience among its principals and subcontractors) performing in-water and underwater commercial equipment inspections, maintenance and repairs.

#### **V. GENERAL REQUIREMENTS**

##### **A. Questions regarding MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals**

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunities for minority group members and women are attached as Exhibit B.

For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals ONLY, please contact "MBE/WBE/SDVOB Designated Contact" Mr. Anthony Peterson at anthony.peterson@bpca.ny.gov or 212.417.2337.

## **B. Restricted Period**

State Finance Law sections 139-J and 139-K apply to this RFP, restricting Proposers' contacts with BPCA. Proposers are restricted from making any contact relating to this RFP with anyone other than the Designated Contact, as specified in Section IV.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section V.A., from Proposer's receipt of notice of this RFP through approval of the Contract by BPCA (the "Restricted Period"). BPCA employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence BPCA's conduct or award of this RFP. Upon notice of an improper contact, BPCA must make a determination regarding the Proposer's responsibility.

## **C. Submission of Proposals**

### **Proposals are due no later than 3:00 p.m. on January 18, 2017**

Each Proposer must submit ten (10) paper copies of its Proposal and a PDF version (via CD-ROM or flash drive) in a sealed package clearly marked "**Proposal Enclosed – Pier A River Water Geothermal System Maintenance**" to the Designated Contact by messenger, overnight courier or certified mail to the following address:

**Michael LaMancusa**  
Battery Park City Authority  
200 Liberty Street, 24<sup>th</sup> Floor  
New York, NY 10281

BPCA is not responsible for late Proposals, no matter the cause. Proposals must arrive at the time and place specified herein and be time stamped by BPCA by the Due Date. Please leave ample time for building security. Late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled "**Amended Proposal Enclosed – Pier A River Water Geothermal System Maintenance**," as long as the amended Proposal is submitted by the Due Date.

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

## **D. Mandatory Forms**

Each Proposal must include a completed copy of all "Mandatory Forms" found at: <http://bpca.ny.gov/wp-content/uploads/2015/03/Vendor-ResponsibilityQuestionnaire.pdf>. The Mandatory Forms include the following:

- 1) NYS Standard Vendor Responsibility Questionnaire, notarized and signed by the individual(s) authorized to contractually bind the Proposer, indicating the signer's title/position within the firm.\*
- 2) State Finance Law §139 Form 1, signed by the individual(s) authorized to contractually bind the Proposer.\*
- 3) W-9 form.
- 4) Statement of Non-Collusion.
- 5) MBE/WBE/SDVOB Utilization Plans. Please note that all such plans must be submitted even if Proposer is a MBE/WBE/SDVOB.

- \* In addition to the copy required to be included in each bound Proposal, Proposers must additionally provide one (1) unbound, completed original, with ink signatures, of the NYS Standard Vendor Responsibility Questionnaire and SFL 139 Form 1.

## **VI. PROPOSAL FORMAT AND CONTENTS**

### **A. Proposal Format**

The Proposal must

- Be printed on 8½" x 11" paper, and
- Have numbered pages.

### **B. Proposal Content**

In addition to the separately sealed Cost Proposal described in subsection E below, each Proposal must include the following in the order listed:

- 1) Cover Letter, signed by a person within the firm who is authorized to bind the Proposer, which includes representations that:
  - (a) Except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP;
  - (b) Proposer satisfies all of the minimum qualification requirements in Section IV.C; and
  - (c) Proposer has reviewed BPCA's form of contract, attached as Exhibit H to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.

**Cover Letters must include each of these representations and be signed. Proposals with Cover Letters that are unsigned or that fail to include each of the above representations (including the required appendix if there are objections to BPCA's form of contract) will be rejected.**

- 2) Executive Summary.
- 3) Firm's discussion of its understanding of the Work, as described in Exhibit A.
- 4) Firm's response to the RFP Questions and all of the RFP Information Requested set forth in subsections C and D below.
- 5) Firm's response to the question regarding the use of New York State businesses set forth in Section X below.
- 6) Mandatory Forms as set forth in Section V.D.
- 7) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached as part of Exhibit B).
- 8) Acknowledgement of Addenda:

Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit I acknowledging receipt of all addenda to this RFP, if any, issued by BPCA before the Due Date. Addenda are posted by BPCA as necessary and can be found on the BPCA website at [www.bpca.ny.gov](http://www.bpca.ny.gov). It is the responsibility of each Proposer to check the BPCA website for addenda and to review addenda prior to submitting any proposal in response to this RFP.

### **C. RFP Questions/Information Requested**

- 1) Describe your firm's background, services offered, size and history, as they may be relevant to the Work. If your offices are located in more than one city, indicate which office will provide the services.
- 2) Describe your firm's experience with the inspection, maintenance and repair of underwater equipment systems, especially as such experience relates to equipment that is comparable to the Array System.
- 3) Describe any relevant special services your firm provides, particularly those that may not be offered by other firms.
- 4) Describe your firm's safety record and any diving safety training and/or certification programs in which your firm participates.
- 5) Describe in detail your approach to the Work, including but not limited to your methodology for mobilization to the Site, water entry, underwater inspection, power washing of the Array System, and removal and reinstallation of the arrays in connection with "Dry Maintenance" as defined in the Scope of Work.
- 6) Specify the equipment required to perform the Work.
- 7) Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 8) How does your firm identify and manage conflicts of interest? Are there any potential conflict of interest issues posed by your firm's performance of the Work on behalf of BPCA?
- 9) Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.
- 10) Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of construction or maintenance services? If so, please provide an explanation and the current status or disposition of the matter.
- 11) List any professional or personal relationships your firm's employees may have with BPCA's Board and/or employees of BPCA. A current list of BPCA Board members and employees is attached as Exhibit G hereto.
- 12) List all the employees you intend to assign to this Project and the area(s) of specialization for each employee. Describe the role of each employee who will be assigned to this Project.
- 13) Identify the person who will be the lead project manager (the "Lead PM") and the primary contact in providing services to BPCA. Identify any other people who will be listed as a "key person" in any contract with BPCA.
- 14) Itemize the portion of the Work you intend to perform with your firm's resources and/or workforce and the portion of the Work, if any, for which you propose to utilize subcontractors.
- 15) Provide a list of all proposed subcontractors for the completion of the Work.
- 16) Describe your proposed team's experience (including both direct contract work and work performed under subcontracts) with similar work for other public entities, with a particular emphasis on New York



State and City public entities. Include contract dates, the nature of the work performed, the contracting agency, the contract number (if known) and the supervisor for each.

- 17) Describe your firm's "backup plan" in the event the Lead PM or one or more of the key persons assigned to this Project leaves the firm.
- 18) Proposers shall identify any and all exceptions taken to BPCA's standard form of contract attached hereto as Exhibit H, detailing the reasons for such exceptions. No exceptions to the contract will be considered by BPCA after submission of the proposals. BPCA maintains the right to reject proposals based on non-conformance with the standard form of contract.
- 19) In the past five (5) years, have any clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client, a contact person's name, address and telephone number.
- 20) Please provide any additional information which would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the Work.

#### **D. RFP Additional Information Request**

- 1) Insurance: Please read this section thoroughly and carefully.

##### **Required for the "Wet Maintenance" Work**

##### **a) General Requirements**

The total cost of the required insurance listed in paragraphs b) and c) below, must be incorporated into the Cost Proposal. The additional insured protection afforded BPCA, BPCPC, and the State of New York must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of BPCA, BPCPC, and the State of New York, and no policies may contain any limitations / exclusions for New York Labor Law claims.

All of the carriers that provide the below required insurance must provide direct written notice of cancellation or non-renewal to BPCA, BPCPC, and the State of New York at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

##### **b) Insurance Requirements for the Selected Proposer**

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition to the award of the Contract for the Project; and (ii) continuing throughout the entire Term of the Contract. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's sample form of contract attached as Exhibit H.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate, which must apply on a per location / per project basis
  - \$2,000,000 Products / Completed Operations Aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its subcontractors. Should the Proposer's work include construction activities of any kind then the Proposer must maintain Products / Completed Operations coverage for no less than three (3) years after the construction work is completed, and continue to include Additional Insured protection for BPCA, BPCPC and the State of New York for the prescribed timeframe. When providing evidence of insurance the Proposer must include a completed Acord 855 NY form.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insureds.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than the statutory limits, including United States Longshore and Harbor Workers Act coverage, as applicable to the operations of the Proposer.
- **Umbrella Liability Insurance** at a limit not less than \$5,000,000 per occurrence and in the aggregate. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Contractor's Pollution Liability Insurance** covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the Proposer's operations in Battery Park City. The limit of coverage shall not be less than \$1,000,000 per occurrence. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than \$2,000,000 each claim.
- **Comprehensive Marine Liability Insurance** [*Applicable if a watercraft is utilized*] must be maintained at a limit of not less than \$2,000,000 per occurrence and include the following coverage:
  - Protection and Indemnity
  - General Liability
  - Pollution Liability

BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

- **Property/Inland Marine Insurance** – Proposer and any of its subcontractors, at their own expense, are responsible for insuring their own supplies, machinery and equipment and for any and all machinery and equipment rented/leased from others. BPCA, BPCPC, and the State of New York shall bear no responsibility for loss or damage to Proposer's or its subcontractor's supplies, machinery and equipment, or for any such items leased/rented from others.

c) **Insurance Requirements for all Subcontractors**

Any subcontractor(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's standard form of contract attached as Exhibit H.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate which must apply on a per location / per project basis
  - \$2,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all subcontractors. Should the subcontractor's work include construction activities of any kind then the subcontractor must maintain Products / Completed Operations coverage for no less than three years after the construction work is completed and continue to include Additional Insured protection for BPCA, BPCPC and the State of New York for the prescribed timeframe. When providing evidence of insurance the subcontractor must include a completed Acord 855 NY form.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the subcontractor's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the subcontractor.
- **Subcontractors will also be required to obtain all other insurances listed in Section (b) unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor's work.**

#### **Required for the "Dry Maintenance" Work**

In the event that Dry Maintenance (as defined in the Scope of Work attached hereto as Exhibit A) is required, and is authorized by BPCA during the Term of the selected Proposer's Contract, the selected Proposer will be required to provide the types and amounts of insurance listed below (to the extent that they are in addition to coverages specified above), prior to the commencement of the Dry Maintenance scope of work, and such coverage shall be required to remain in effect for the duration of its performance of the Work. Should any Work be subcontracted to another party then the subcontractor must comply with the following requirements. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's standard form of contract attached as Exhibit H.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
  - **\$1,000,000 Per Occurrence**
  - **\$2,000,000 General Aggregate, which must apply on a per Project basis**
  - **\$2,000,000 Products / Completed Operations Aggregate**

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent, on policies held by the selected Proposer and any of its subcontractors. Should the Proposer's work include construction activities of any kind then the Proposer must maintain Products / Completed Operations coverage for no less than three (3) years after the construction work is completed, and continue to include Additional Insured protection for BPCA, BPCPC and the State of New York for the prescribed timeframe. When providing evidence of insurance the Proposer must include a completed Acord 855 NY form.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insureds.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than the statutory limits, including United States Longshore and Harbor Workers Act coverage, as applicable to the operations of the Proposer and any of its subcontractors.
- **Umbrella Liability Insurance** at a limit not less than \$5,000,000 per occurrence and in the aggregate. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Contractor's Pollution Liability Insurance** covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the Proposer's operations in Battery Park City. The limit of coverage shall not be less than \$1,000,000 per occurrence. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than \$2,000,000 each claim.
- **Comprehensive Marine Liability Insurance** *[Applicable if a watercraft is utilized]* must be maintained at a limit of not less than \$5,000,000 per occurrence and include the following coverage:
  - Protection and Indemnity
  - General Liability
  - Pollution Liability

BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

- **Riggers Liability** must be maintained at a limit of not less than \$1,000,000.
- **Property/Inland Marine Insurance** – Proposer and any of its subcontractors, at their own expense, are responsible for insuring their own supplies, machinery, equipment and cranes/hoists and for any and all machinery, equipment and cranes/hoists rented/leased from others. BPCA, BPCPC, and the State of New York shall bear no responsibility for the loss or damage to Proposer's or its subcontractor's supplies, machinery, equipment and cranes/hoists, or for any such items leased/rented from others.

## 2) Appendices:

Include resumes for all key management personnel listed in your Proposal, including the staff that your firm is proposing to assign to this Project.

3) References:

Please provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, please provide the name, address and telephone number for the client's main contact person for the work performed.

4) Financial Statements:

Please provide a copy of your firm's most recent Audited Financial Statements (within the last year). In the event you do not have audited financials you must provide a statement to that effect with your proposal.

**E. Cost Proposal**

Each "Cost Proposal" must set forth (i) the total "lump sum" cost for one (1) "Wet Maintenance" service and one (1) "Dry Maintenance" service, each as defined in the Scope of Work, (ii) and a total "not-to-exceed" cost to cover twelve (12) Wet Maintenance services (4 per year for 3 years) and four (4) Dry Maintenance services (1 for each of the arrays included in the Array System). The Contract value for the Project will be a "not-to-exceed" amount while the total amount paid by BPCA under the Contract will be based on the total services actually performed.

The Contract will also include a "not-to-exceed" allowance of \$75,000 (the "Repair Allowance"), to cover emergency or necessary, but unscheduled, diving and/or repair services and equipment replacement costs associated with the Array System, as authorized by BPCA, after consultation with the selected Proposer. The total amount paid by BPCA out of the Repair Allowance will be based on the repairs actually required of the selected Proposer.

To submit a complete Cost Proposal, each Proposer must submit the following:

- 1) Cost proposal in the form attached hereto as Exhibit C ("Cost Proposal").
- 2) Labor rates for trades on Site in the form attached hereto as Exhibit D ("Labor Rates").
- 3) An itemized cost for the Work, in the form attached as Exhibit E.

**The Cost Proposal must be submitted in its own separate sealed envelope within the sealed package containing all of the other Proposal documents. Please provide ten (10) copies of the Cost Proposal.**

**VII. SELECTION PROCESS**

**A. Evaluation**

Each timely submitted Proposal will be reviewed for compliance with the form and content requirements of this RFP. A committee of BPCA employees selected by BPCA (the "Committee") will then review and evaluate the Proposals in accordance with the evaluation criteria set forth below. While only Committee members will score the evaluation criteria, the Committee may consult an outside expert for advisement on the evaluation of matters requiring technical expertise. Before final selection, BPCA must determine that the proposed selected Proposer is responsible, in accordance with applicable law and BPCA's Procurement Guidelines, which may be viewed at: <http://bpca.ny.gov/public-information/>.

**B. Interviews**

BPCA reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The Committee may conduct interviews for many reasons, including to further assess a Proposer's ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The proposed Lead PM, as well all other key personnel proposed to perform the Work must be available to participate in the interview.

### **C. Evaluation Criteria for Selection**

Selection will be based upon the following criteria:

- |   |     |
|---|-----|
| 1) Qualifications, and relevant experience in performing underwater/in-water equipment inspection, maintenance and repairs  | 35% |
| 2) Staffing (including subcontractors)  | 23% |
| 3) Approach to work, including but not limited to: cleaning methodology, means of site access, scheduling, equipment, and method for lifting arrays for "Dry Maintenance" | 20% |
| 4) Diversity Practices Questionnaire  | 10% |
| 5) Proposed M/WBE utilization plan and/or Proposer M/WBE status   | 8%  |
| 6) Proposed SDVOB utilization plan and/or Proposer SDVOB status   | 2%  |
| 7) Anticipated New York State business usage in contract performance  | 2%  |

### **D. Basis for Contract Award**

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of BPCA, subject to a determination that the Cost Proposal is fair, reasonable, and provides the best value to BPCA given the requirements of the Project.

## **VIII. NON-COLLUSION**

By submitting a Proposal, Proposers hereby warrant and represent that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of BPCA.

## **IX. IRAN DIVESTMENT ACT**

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, Proposers hereby certify that they are not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certify that they will not utilize any subcontractor that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for an assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

#### **X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below. Each proposer must include a response to this question with their proposal. Please note that a "yes" response requires supporting information:

Will New York State businesses be used in the performance of this Contract?      ☐ Yes      ☐ No

If yes, identify New York State businesses that will be used and attach identifying information.

## EXHIBIT A

### SCOPE OF WORK

#### **I. General**

All work referenced in this Scope of Work shall be performed with minimal, if any, disruption to the food service business (including outdoor dining) conducted in, at and around, as well as the public walkway access surrounding Pier A. Scheduled visits will be coordinated with BPCA and the operating tenant.

#### **II. Wet Maintenance**

The underwater maintenance services ("Wet Maintenance") shall be performed as needed, but at least four (4) times yearly at seasonal intervals to be determined by BPCA in consultation with the selected Proposer (the "Base Schedule"). Such Wet Maintenance shall include, but not be limited to:

- Thorough inspection of the four (4) installed cooling arrays, including all: (1) hoses below water as well as those above water leading to the building connections; (2), clamps; (3) connections; (4), fittings; (5) anodes; (6) above water piping; , and (7) valves. Such inspection shall: (x) assess the condition and operation of such components based upon the designer specifications and recommendations and (y) identify any areas of potential damage, excessive wear, degradation or corrosion;
- Thorough inspection of the structural steel framing supporting the arrays and of the attached anodes to assess: (1) the condition and structural integrity of the frames; (2), the condition and size of the anodes; and (3) any areas of potential damage, excessive wear, degradation or corrosion;
- Anode replacement, to be performed as needed, following consultation with BPCA, as part of each Wet Maintenance visit. The cost of any replacement anodes will be applied against the Repair Allowance;
- Power washing of the arrays and steel framing with a high pressure hose, performed by divers utilizing forced water to remove all build-up, debris and bio-fouling on or around the array assemblies; and
- Videotaping and preparation of written reports of all inspections, along with recommendations for repairs or adjustments, as needed, and recommendations for adjustments or additions to the Base Schedule in light of noted conditions, including the potential requirement for a "Dry" Maintenance (defined below), if needed.

#### **III. Dry Maintenance**

The out of water maintenance ("Dry Maintenance"), if required and authorized in advance by BPCA, shall be performed on only one (1) of the four (4) arrays in the Array System at a time. Such Dry Maintenance shall include, but not be limited to:

- Lifting the individual array unit out of the water for thorough inspection, maintenance and/or repair, and subsequent reinstallation of the unit, including placement and reconnection of the array in its appropriate underwater configuration. The necessity and timing of the Dry Maintenance will be dependent on the results and findings of the Wet Maintenance program. The selected Proposer will prescribe its means and methods for lifting the array out of the water for the Dry Maintenance, including the equipment and manpower to be used, subject to BPCA approval. The selected Proposer must provide in advance stamped engineer drawings for the lifting and lowering process for each individual array unit, even if the means and methods are the same or similar to those used on other array units.



- Isolating the array being serviced from the building condenser water circulation system by the isolation valves under the promenade access/egress bridge between column lines 18 and 19. These valves will remain closed for the duration of the Dry Maintenance.
- Detaching the supply and return hoses from the array to be lifted, and installing end caps temporarily on the hose ends to keep out debris and marine life.
- Following the completion of the out of water elements of the Dry Maintenance work, reinstalling and reconnecting the individual array unit before lifting any other array unit requiring Dry Maintenance. Reinstallation shall consist of returning the array to the in-water structure, reattaching all hoses, and opening the isolation valves to the supply and return hoses

#### **IV. Unscheduled Repairs**

If, during the performance of any Wet Maintenance, the selected Proposer determines that repairs to the Array System are necessary, including but not limited to the repair or replacement of hoses, piping, brackets, fittings, clamps, connections, framework, or any other component part of the Array System, such repairs, if approved in advance by BPCA, shall be performed on a verified time and materials basis at a cost agreed upon by BPCA and the selected Proposer, consistent with the Labor Rates and Schedule of Values provided by the selected Proposer and in accordance with the design, instruction and oversight of a BPCA-contracted engineer. The cost of such repairs shall be applied against and deducted from the Repair Allowance.

If Dry Maintenance work is determined to be necessary by BPCA, the nature and extent of the Dry Maintenance work to be performed on the array(s) while out of the water (as distinct from the lifting of the array(s) out of the water and the reinstallation of the array(s)) will depend upon the circumstances giving rise to the need for the Dry Maintenance and shall be prescribed and overseen by a BPCA-contracted engineer. Such out-of-water maintenance or repair work, at BPCA's election, may be performed by the selected Proposer or by a different BPCA-contracted contractor or service provider. If requested by BPCA, the selected Proposer shall relocate or transport the array and/or perform necessary repairs, on a verified time and materials basis, in accordance with the design, instruction and oversight of a BPCA-contracted engineer and consistent with the Labor Rates and Schedule of Values provided by the selected Proposer. The agreed upon transport and/or repair costs shall be applied against and deducted from the Repair Allowance. Such repairs may require the selected Proposer to retain a suitably qualified subcontractor.

## **EXHIBIT B**

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MBEs/WBEs/SDVOBs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

#### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations BPCA is required to promote opportunities for the maximum feasible participation of New York State-certified MBEs/WBEs (collectively, "MWBE(s)") and the employment of minority group members and women in the performance of BPCA contracts. Pursuant to New York State Executive Law Article 17-B and 9 NYCRR §252, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified SDVOBs.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, BPCA hereby establishes an overall goal of 30 percent for MWBE participation, 15 percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15 percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Proposer agrees that BPCA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how BPCA will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The Proposer understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. If applicable, the portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and BPCA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Mr. Anthony Peterson at [Anthony.peterson@bpca.ny.gov](mailto:Anthony.peterson@bpca.ny.gov) or 212-417-2337. Please note that the NYSCS is a one-stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer's MBE/WBE requirements, please see the attached MBE/WBE guidance from the New York State Division of Minority and Women's Business Development, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to BPCA for review and approval.
- B. BPCA will review the submitted MWBE Utilization Plan and advise the Proposer of BPCA acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Mr. Anthony Peterson at BPCA, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
  - 1) If a Proposer fails to submit an MWBE Utilization Plan;
  - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
  - 3) If a Proposer fails to submit a request for waiver; or
  - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

The successful Proposer will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to BPCA, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### **Business Participation Opportunities for SDVOBs**

For purposes of this solicitation, BPCA hereby establishes an overall goal of 6% for SDVOB participation. A Contractor must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required SDVOB documentation. The directory of New York State Certified SDVOBs can be viewed at: [http://www.ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). For guidance on how BPCA will determine a Contractor's "good faith efforts," refer to 9 NYCRR §252.2(f)(2).

In accordance with 9 NYCRR §252.2(s), Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, such finding constitutes a breach of Contract and Contractor shall be liable for damages as specified in the Contract.

Such damages shall be calculated based on the actual cost incurred by BPCA related to BPCA's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals.

- A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.
- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
  - 1) If a Proposer fails to submit a Utilization Plan;
  - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
  - 3) If a Proposer fails to submit a request for waiver; or
  - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any SDVOB identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's SDBVOB Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the SDVOB goals of the Contract.

#### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of the attached MWBE Equal Employment Opportunity Policy Statement. The Proposer is required to ensure that it and any subcontractors awarded a subcontract 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 Proposer, undertake or continue programs 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 4, to BPCA with its bid or proposal.

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by BPCA on a monthly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**





**Division of Minority  
and Women's  
Business Development**

**Your MBE/WBE Utilization and Reporting Responsibilities  
Under Article 15-A**

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

**GETTING STARTED**

To access the system, please login or create a user name and password at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

**VENDOR RESPONSIBILITIES**

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>).

For more information, contact your project manager.

## **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

### **MBE/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_ (the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Battery Park City Authority ("BPCA").

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#### **MBE/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.

#### **EEO**

(a) This organization 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 diversity programs to ensure that minority group members 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) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of BPCA, this organization shall request that each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Battery Park City Authority Request For Proposals

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Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_

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

\_\_\_\_\_ is designated as the Contractor's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

**MBE/WBE Contract Goals**

**30% Minority and Women's Business Enterprise Participation**

\_\_\_\_% Minority Business Enterprise Participation

\_\_\_\_% Women's Business Enterprise Participation

**EEO Contract Goals** (if applicable)

\_\_\_\_% Minority Labor Force Participation

\_\_\_\_% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

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

Date: \_\_\_\_\_



### **Diversity Practices Questionnaire**

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ company (the "Company"), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your Company's gross revenues (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company's clients or customers?

3. What percentage of your Company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?<sup>1</sup>

4. Does your Company provide technical training<sup>2</sup> to MBEs/WBEs? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program?

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

Battery Park City Authority Request For Proposals

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All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of  
Owner/Official

---

Printed Name of Signatory

---

Title

---

Name of Business

---

Address

---

City, State, Zip

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

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Notary Public

**EXHIBIT C**  
**COST PROPOSAL**

**COST PROPOSAL**

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority  
200 Liberty Street - 24th Floor  
New York, New York 10281

Attention: Michael LaMancusa, Contract Administrator

Dear Mr. LaMancusa:

The undersigned (the "Proposer") hereby proposes to perform the scope of work specified in Exhibit A of the **Pier A – River Water Geothermal System Maintenance RFP** (the "RFP"). The Proposer agrees to be prepared to commence the Work upon execution of the Contract, for the lump-sum amounts written below. The Proposer agrees that the amounts listed below reflect the complete all-in cost for each Wet Maintenance visit and the Dry Maintenance for each Array unit, and there will be no additional fees added to these amounts after submission of the RFP. All capitalized terms not defined in this Cost Proposal, shall have the same meanings ascribed to them in the RFP.

**A. Base Proposal for Wet Maintenance PER VISIT**

A total lump-sum cost of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all of the Wet Maintenance work as described in the RFP for each individual visit.

**B. Base Proposal for Dry Maintenance PER ARRAY UNIT**

A total lump-sum cost of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all of the Dry Maintenance work as described in the RFP for a single Array unit, including any additional related insurance costs.

**C. Repair Allowance** **\$75,000**

**D. Proposed Total Amount**

**A total Not to Exceed amount to cover twelve (12) Wet Maintenances (4 per year x 3 years), four (4) Dry Maintenances (1 for each of the 4 array units in the Array System), and the \$75,000 allowance.**

**Not to Exceed proposal amount of \$\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.**

Name of Proposer:

\_\_\_\_\_

By: \_\_\_\_\_

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

**EXHIBIT D**

**LABOR RATES**

The following labor rates are to be listed by trade and classification (Foreman, Journeyman, etc.) and are to include base wages, benefits, taxes, insurance and payroll costs complete. Include rates for all trades that apply to this Scope of Work. Overhead and profit are not to be included:

<b><u>TRADE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATES</u></b>	<b><u>OVERTIME</u></b>
<u>DIVER including all equipment</u>	_____	_____	_____
<u>TENDER</u>	_____	_____	_____
<u>LABORER</u>	_____	_____	_____
<u>RIGGER</u>	_____	_____	_____
<u>ENGINEER</u>	_____	_____	_____
<u>WELDER</u>	_____	_____	_____

<Name of Company>

<Name of Proposer>

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**EXHIBIT E**

**Itemized Schedule of Values – Wet Maintenance**

Mobilization/Demobilization	\$ _____
Equipment	\$ _____
Diver Labor	\$ _____
Indirect Labor / Supervision	\$ _____

**Itemized Schedule of Values – Dry Maintenance**

Mobilization/Demobilization	\$ _____
Cost to lift and return one unit	\$ _____
Diver Labor	\$ _____
Indirect Labor / Supervision	\$ _____

**EXHIBIT F**

**(Construction Documents for Reference)**

**EXHIBIT G**

**LIST OF BOARD MEMBERS**

Dennis Mehiel  
Donald Cappocia  
Frank Branchini  
Martha Gallo  
Lester Petracca

**LIST OF BPCA & BPCPC EMPLOYEES**

**Employee**

Curtis Afzal  
Elsa Alvarez  
Dana Anders  
Anthony Andriano  
Stephen Arciold  
Kathleen Bailey  
Marie Baptiste  
Freddy Belliard  
Scott Birdseye  
Nidia Blake-Reeder  
Granderson Brown  
Lauren Bruggess  
Nancy Buivid  
Anthony Buquicchio  
Monica Centeno  
Betty Chin  
Adam Choper  
Carlton Chotalal  
Deshay Crabb  
Gwendolyn Dawson  
Henri delaVega  
Gilbert Depadua  
Paul Diaz-Larui  
Tonasia Dopson  
Abigail Ehrlich  
Maria Ellison  
Richard Faraino  
Anitra Fauntelroy

Eric T. Fleisher  
Robin Forst  
Joseph Ganci  
Julissa Garcia  
Luis Garcia  
Abigail Goldenberg  
Lenron Goode  
Neresa Gordon  
Ned Greenberg  
Patrick Greene  
Evelyn Gregg  
Kelly Grogan  
Robert Hansen  
Nicole Heater  
Sankar Heerah  
Sonia Henry  
Hector Herrera  
Craig Hudon  
Shari Hyman  
Kendall Jinwright  
Amy Jogie  
Benjamin Jones  
Kadia Kane  
Roland Kemp  
Susie Kim  
AnaMariah Knox  
Karl Koenig  
Betzyda Laboy  
Leandro Lafuente  
Michael LaMancusa  
Della Lee  
Triny Lima  
Rene Lopcy  
Luis Lopez  
Robert Maggi  
Evelin Maisonet  
Evonne Marche  
Philip Mason  
Kevin McCabe  
Brenda McIntyre  
Princess McNeill



Shinay McNeill  
Vanessa Mesine  
Ronnie Mohammed  
Bertha Narcisse  
Robert Nesmith  
Siu NG  
Yoshihiro Nishida  
Kevin O'Toole  
Hector Oyola  
Willem Paillant  
Gladys Pearlman  
Dahlia Pena  
Churman Persaud  
Anthony Peterson  
Bruno Pomponio  
Katherine Powell  
Sandra Power  
Alix Pustilnik  
Robert Quon  
Jason Rachnowitz  
Madelin Ramirez  
Manuel Rivera  
Anthony Robinson  
Andrea Rodriguez  
Nelson Rogers  
Jose Rosada  
Holly Ross  
Carlos Santiago  
Jean Schwartz  
Lindsey Senn  
Robert Serpico  
Rekha Sewraj-Kumar  
Sean Simon  
Kemnarine Singh  
Seema Singh  
Timothy Skipper  
Sarah Smedley  
Linda Soriero  
Nicole Stallworth-Roper  
Kareem Starks  
Jerome Sturiano

John Tam  
Alexis Torres  
Ryan Torres  
Douglas VanHorn  
Noe Velasquez  
Evangelio Villalobos  
Sharon Wade  
David Wallace  
Peter Wheelwright  
Eric White  
Angela Whitehead  
Dwight Williams  
Kenneth Windman  
Al Wright  
Jouli Yohannes  
Julian Zapata  
Bingxin Zheng

**EXHIBIT H**

FORM OF CONTRACT

**EXHIBIT I**

**(Acknowledgement of Addenda)**

**RFP TITLE:** \_\_\_\_\_

<b>Complete Part I <u>or</u> Part II, whichever is applicable, and sign your name in Part III.</b>
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**Part I**

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated \_\_\_\_\_,

Addendum # 2, Dated \_\_\_\_\_,

Addendum # 3, Dated \_\_\_\_\_,

Addendum # 4, Dated \_\_\_\_\_,

Addendum # 5, Dated \_\_\_\_\_,

Addendum # 6, Dated \_\_\_\_\_,

**Part II Acknowledgement of No Receipt**

\_\_\_\_\_ No Addendum was received in connection with this RFP

**Part III**

Proposer's Name: \_\_\_\_\_

Proposer's Authorized Representative:

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_