

# REQUEST FOR PROPOSALS FOR IRRIGATION PUMP MAINTENANCE, INSPECTION, and REPAIR SERVICES

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#### I. <u>SUMMARY</u>

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority ("BPCA") requests proposals (each individually a "Proposal" and collectively the "Proposals") from irrigation and plumbing specialists (individually a "Proposer" and collectively the "Proposers") to provide BPCA with Irrigation Pump Maintenance, Inspection, and Repair Services. Irrigation Pump Maintenance, Inspection, and Repair Services shall include, but not be limited to: preventative, routine, corrective, and emergency maintenance services to the irrigation booster pumps, motors, and all booster pump components throughout Battery Park City. A detailed scope of work for which the selected Proposer will be responsible is attached as Exhibit A (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: <a href="http://bpca.ny.gov/">http://bpca.ny.gov/</a>. Public information regarding BPCA's finances, budget, internal controls, guidelines, and policies may be viewed at: <a href="http://bpca.ny.gov/public-information/">http://bpca.ny.gov/public-information/</a>. Information relating to the Battery Park City Parks Conservancy Corporation ("BPCPC"), BPCA's affiliate, may be viewed at: <a href="http://bpcparks.org/">http://bpcparks.org/</a>.

New York State-certified Minority-Owned Business Enterprises ("MBE(s)"), Women-Owned Business Enterprises ("WBE(s)") and Service-Disabled Veteran-Owned Business Enterprises ("SDVOB(s)") 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 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 award of a contract (Proposers may amend their Proposals, as directed by BPCA and within BCPA's sole discretion, if BPCA materially alters or amends the RFP after submission of Proposals);
- alter any key dates or deadlines related to this RFP;
- award the Work, in whole or in part, to one or more Proposers with or without interviews or negotiations;
- 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;
- 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. BPCA, however, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87.

- 1) Responses to the Questions as well as all of the Information Required (Sections VI.A. and B.).
- 2) Required Attachments (Section VI.C.).

BPCA reserves the right to reject any Proposals that fail to include any required item described in this Section V.B., including Cover Letters that are unsigned or fail to include each of the above representations (including an appendix, if applicable).

#### III. TIMETABLE & DESIGNATED CONTACT

#### A. Key Dates

Subject to change at BPCA's sole discretion, the following are key dates for this RFP:

- RFP issued: Friday, November 29, 2019.
- Pre-Proposal Meeting and Site Walkthrough. Friday, December 13, 2019, 10:30 am EST at 75 Battery Place, 4<sup>th</sup> Floor, New York, NY 10280.
- Deadline to submit questions to BPCA: Wednesday, December 18th by 4:00 p.m. EST (by email only)

All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Emily Birdseye, Assistant Contracting Officer, Battery Park City Authority, at emily.birdseye@bpca.ny.gov.

- BPCA's response to substantive questions: Friday, December 26th, 2019 (by email)
- PROPOSAL DUE DATE: Friday, January 17th, 2020 by 3:00 p.m. EST (the "Due Date")

#### 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 the terms of the Contract. BPCA's sample form of contract is attached as Exhibit C.

#### IV. GENERAL REQUIREMENTS

#### A. Minimum Qualification Requirements

The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

- 1) The Proposer must have an office in New York State (a New York City office is preferred);
- 2) The Proposer must be lawfully authorized to perform services as outlined in <u>Exhibit A in the State of New York.</u>
- 3) The Proposer must have at least ten (10) years of experience in providing irrigation pump installation, maintenance, repairs, or related plumbing or pump work.

#### B. 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 opportunity requirements relating to minority group members and women are attached as <a href="Exhibit B">Exhibit B</a>. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the "MBE/WBE/SDVOB Designated Contact" Mr. Justin McLaughlin-Williams at justin.mclaughlin-williams@bpca.ny.gov or 212-417-2337.

#### C. Restricted Period

New York State's 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 (defined as oral, written or electronic communications with BPCA under circumstances where a reasonable person would infer that a communication was intended to influence BPCA's conduct or decision with respect to a procurement) relating to this RFP with anyone other than the Designated Contact, as specified in Section III.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section IV.B., from the time of Proposer's receipt of notice of this RFP through the date of the Final Award as defined in BPCA's Procurement Guidelines (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 shall make a determination regarding the Proposer's eligibility to continue participating in this RFP.

#### D. Submission of Proposals

Proposals must be received by BPCA no later than 3:00 p.m. on Friday, January 17th, 2020.

Each Proposer must submit two (2) paper copies and a PDF version (via CD-ROM or flash drive) in a sealed package clearly marked "Proposal Enclosed - Irrigation Pump Maintenance, Inspection, and Repair Services" to the Designated Contact by messenger, overnight courier or certified mail to the following address:

Emily Birdseye 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 - Irrigation Pump Maintenance, Inspection, and Repair Services," as long as the amended Proposal is submitted by the Due Date.

#### V. PROPOSAL FORMAT AND CONTENTS

#### A. Proposal Format

The Proposal must:

- Be printed on 8½" x 11" paper;
- Have numbered pages; and
- Be no longer than ten (10) single-sided pages, exclusive of the Cover Letter, Cost Proposal, and Required Attachments.

#### B. Proposal Content

In addition to the separately sealed Cost Proposal, described in Section VIII. 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.A; and
  - (c) Proposer has reviewed BPCA's form of contract, attached as Exhibit C to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.
- 2) Executive Summary.

#### VI. <u>INFORMATION REQUIRED</u>

#### A. Questions and Information Sought Relating to the Work

- 1) Describe your firm's background, services, size, and history as these factors are relevant to the Work, with an emphasis on performing similar services for New York State and other government entities.
- 2) Describe your proposed approach and methodology for irrigation system inspections, repairs, and maintenance.
- 3) Please identify each irrigation system manufacturer for which you are an authorized service provider.
- 4) List each key member of the team you intend to assign to this engagement and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm; (c) the services to be performed.
- 5) Identify the person who will be the lead project manager (the "Lead PM") and primary contact in providing services to BPCA, and any other persons who will be listed as a "key person" in any contract with BPCA.
- 6) Identify any subcontractors you intend to use for this engagement, and describe the services to be performed by each subcontractor.

- 7) Clearly identify any information in your Proposal that you believe to be confidential and exempt from FOIL, and state the reasons. Please note that this question is for informational purposes only, and BPCA will determine, in its sole discretion, whether requested documents are exempt from disclosure under FOIL.
- 8) Identify any and all exceptions taken to BPCA's standard form of contract, attached as <u>Exhibit C</u>, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to BPCA Form of Contract." 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.
- 9) Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

#### B. Questions and Information Sought Relating to Proposer's Firm & Eligibility

- 10) 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.
- 11) How does your firm identify and manage conflicts of interest?
- 12) Are there any potential conflict of interest issues posed by your firm's performance of the Work on behalf of BPCA?
- 13) Has your firm or have 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.
- 14) 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 professional services? If so, please provide an explanation and the current status or disposition of the matter.
- 15) List any professional or personal relationships your firm's <u>principals</u>, <u>managers</u>, <u>and owners</u> may have with BPCA's Board Members and/or employees, a list of which is attached as Exhibit F.
- 16) If selected, will your firm assign any person to this engagement who was previously an employee of BPCA or BPCPC? If so, please: i) identify when (month and year) that person's employment at BPCA/BPCPC terminated, and ii) describe that person's involvement, if any, with matters related to this RFP during his/her employment at BPCA/BPCPC.
- 17) In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number.

#### C. Required Attachments

1) Mandatory Forms:

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

- a) 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.\*
- b) State Finance Law § 139 Form 1, signed by the individual(s) authorized to contractually bind the Proposer.\*
- c) W-9 form.
- d) Statement of Non-Collusion.
- e) 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.

- 2) Response to the question regarding the use of New York State businesses set forth in Section XII.
- 3) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached as part of Exhibit C).
- 4) Financial Statements:

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, and summary financial information for the calendar year most recently ended.

5) Acknowledgement of Addenda:

Attach a completed and signed Acknowledgement of Addenda Form, attached as <u>Exhibit</u> <u>E</u>, 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 <u>www.bpca.ny.gov</u>. 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.

- 6) Appendices:
  - a) Attach professional biographies for all principles identified in your Proposal.

#### VII. INSURANCE REQUIREMENTS

#### 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, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for BPCA, BPCPC, and the State of New York.

All of the carriers that provide the below required insurance must be rated "A-:VII" or better by A.M. Best and 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 precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. 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 C.

- 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:
  - o \$1,000,000 per occurrence
  - o \$2,000,000 general aggregate
  - o \$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. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- 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 insured. Securing the required limits via a combination of primary
  and umbrella/excess liability policies is allowed.
- 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 Proposer.

#### 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 sample form of contract attached as <u>Exhibit D</u>:

- 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:
  - o \$1,000,000 per occurrence
  - o \$2,000,000 general aggregate which must apply on a per location / per project basis
  - o \$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. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- 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 VII(B) unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor's work.

#### VIII. COST PROPOSAL; FORMAT AND REQUIRED INCLUSIONS

Each Cost Proposal must state an hourly rate for the performance of all Work, as well as the cost to inspect one (1) irrigation pump unit (see Exhibit B).

The Cost Proposal must be inclusive of any administrative costs, travel, insurance, and any and all others fees related to performance of services. Cost of replacement parts required for any repairs does not need to be included in the Cost Proposal.

The Cost Proposal must be submitted in its own separate, sealed envelope within the sealed package containing all other Proposal documents. Please provide two (2) copies of the Cost Proposal.

#### IX. 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: <a href="http://bpca.ny.gov/public-information/">http://bpca.ny.gov/public-information/</a>.

#### B. Interviews

BPCA reserves the right to decide whether to interview 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) Technical Evaluation:

- C) Experiencing in performing services as outlined in Exhibit A for public sector clients ........... 10%
- 2) Cost Proposal evaluation.

#### 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.

#### X. <u>NON-COLLUSION</u>

By submitting a Proposal, each Proposer warrants and represents 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.

#### XI. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, each Proposer certifies that it is 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 certifies that it will not utilize any subcontractor/consultant 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 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 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.

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

Will New	York State business	sses be used in the performance of this contract?	
Yes	No		

#### **EXHIBIT A**

Irrigation Pump Maintenance Inspection and Repair Service Scope of Work

#### Service Requirements:

The Work to be provided by the vendor selected under this RFP (the "Vendor") includes, but is not limited to, all labor and equipment to repair, replace, adjust, and maintain the pumps, motors, and related mechanical systems identified in Para. B "Motor and Pump Inventory" below. BPCA reserves the right, in its sole discretion and upon written notice, to alter the items contained in Para. B at any time during the Term. Failure to specify an item in Para. B does not relieve Vendor of the requirement to service or repair such item.

**Annual Maintenance and Repair Services.** Vendor will provide annual inspection services on all motors, pumps, irrigation booster pumps and all pump components. These services will include:

- Vendor will inspect and operate all irrigation booster pumps, motors, and all pump components. Inspection dates will be determined by BPCA staff and communicated in writing.
- Vendor will perform all manufacturer-required and manufacturer-recommended preventive maintenance.
- During Vendor's maintenance and inspection visits, Vendor shall provide all necessary preventative maintenance, tune-ups, and perform any other activities necessary to keep all parts in good working order.
- Vendor will provide all components necessary to repair any damaged, worn, or malfunctioning
  components and any related systems of the booster pumps, including pump motors, pump impellers,
  housings, gaskets, shafts, windings, VFD controls, electrical components and any other structural or
  functional components of the pumps.
- Vendor will provide written quotes and time frame for all necessary repairs.

**On-Call Maintenance and Repair Services.** Vendor will also provide on-call services for any unforeseen repairs to the motors, pumps, irrigation booster pumps and all pump components owned and operated by BPCA.

- Vendor will perform all on-call repair work on a time and material basis.
- For all repairs, vendor will perform diagnostics on all impacted parts to determine nature of the service required to return the parts to a fully operational state.
- Vendor will, based on the diagnostics, provide BPCA with a draft work order detailing:
  - o Specific non-functioning parts, components or systems.
  - o An itemized list of replacement parts required.
  - o Services hours required to return pumps to fully operational state.
  - o The cost of all parts, labor and transport required to return the pumps to a fully operational state.
  - o Any additional costs incurred through said services.

#### **Requirements for All Services.**

- Vendor will perform all services to each manufacturer's specifications. Vendor will maintain up-to-date knowledge of said specifications.
- Vendor will provide original and genuine manufacturer parts. Other parts may be utilized at the sole discretion of BPCA and with BPCA's written approval.

- Vendor will perform all services in accordance with all applicable local, state and federal laws. Vendor will be lawfully authorized and possess all licenses to perform all required work.
- Vendor will schedule on-site service visits within the standard BPCA operating hours of Monday through Friday, 8am to 4pm EST.
- Vendor will be responsible for providing all transportation for staff providing service.
- Vendor will provide all tools and equipment required to perform services.
- Vendor will not perform any services until such time as they receive a written notification from BPCA authorizing said services.
- Vendor will endeavor to provide all services in an expedient manner consistent with industry performance standards.
- Vendor will provide itemized service manifests. These are to be delivered to BPCA within thirty (30) days of all services.

#### B. Motor and Pump Inventory:

Motors & Pumps are located throughout Battery Park City. BPCA may, at its sole discretion and upon written notice, update this inventory to include replacement irrigation system motors, pumps and components or to exclude any particular item. Failure to include an item does not relieve Vendor of the requirement to service or repair such item.

#### **Location: Governor Nelson J. Rockefeller Park**

- o Irrigation Booster Pump & Motor
  - Goulds -3BF1HZBOH / Cat# JMM3158T
  - Spec 35NN833R986H1 /
    - 3 HP 3 Phase 208V / RPM-3450

#### **Location: NYMEX Building**

- Watertronics Irrigation Pumping System
  - Model #- LSTB-2-208-3-2
  - Serial #-2001254 / Motor: Cat#JMM3155T / Spec 35K360R321
  - 2 HP- 3 Phase- 230V / RPM-3450

#### **Location: Teardrop Park**

- TD North Watertronics Irrigation Pumping System
  - Model #- LST-5-208-3-2
  - Serial #-2002250 / Motor: Cat# JMM3212T / Spec 36HG23Y802
  - 5HP 3 Phase 230V / RPM-3450
- TD North Cistern Well Pump & Motor
  - Goulds Well Pump, Model #33GS30,
  - 3-HP/Motor Model #2343062604
- TD South Watertronics Irrigation Pumping System
  - Model #- LSTFV-3-3-208-3
  - Serial #-2008104 / Motor: Cat#JMM3158T / Spec 35N833R286G1 3 HP - 3 Phase - 208V / RPM-3450
- TD South Cistern Filter Pump & Motor
  - Pentair Whisperflo
  - Model# WFK-6 / Part# 7-193505-01 / Serial # 120073M
  - 1 1/2HP 3Phase 208V

#### **Location: Eastern Boundary**

o 9a (Albany) Watertronics Irrigation Pumping System

# EXHIBIT B Cost Proposal Format

Proposers shall provide a cost proposal in the format of the table below:

Service	Cost
Hourly rate for on-call service during	
normal business hours (Monday through	
Friday, 8am to 4pm)	
Hourly rate for on-call service during all	
other times	
Inspection of one (1) unit	

#### **EXHIBIT C**

# 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 the following MWBE participation goals, based on the current availability of MWBEs:

Overall goal for total MWBE participation: 30%

NYS-Certified Minority-Owned Business ("MBE") Participation: 15%

NYS-Certified Women-Owned Business ("WBE") Participation: 15%

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: <a href="https://ny.newnycontracts.com">https://ny.newnycontracts.com</a>. 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 broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

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. Justin McLaughlin-Williams at <a href="mailto:justin.mclaughlin-williams@bpca.ny.gov">justin.mclaughlin-williams@bpca.ny.gov</a> 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 Mr. Justin McLaughlin-Williams at BPCA, by email at <a href="mailto:Justin.mclaughlin-williams@bpca.ny.gov">Justin.mclaughlin-williams@bpca.ny.gov</a>, 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 Proposer must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Proposer 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. 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), the Proposer 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 Mr. Justin McLaughlin-Williams at BPCA, by email at <a href="mailto:Justin.mclaughlin-williams@bpca.ny.gov">Justin McLaughlin-Williams@bpca.ny.gov</a>, 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.

The successful Proposer 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.

The successful Proposer is required to submit a Contractor's SDVOB 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.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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.



# 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 <a href="https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562">https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562</a>. 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 Mr. Justin McLaughlin-Williams at <a href="Justin.mclaughlin-williams@bpca.ny.gov">Justin.mclaughlin-williams@bpca.ny.gov</a> or 212-417-2337. 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 Mr. Justin McLaughlin-Williams at <u>Justin.mclaughlin-williams@bpca.ny.gov</u> or 212-417-2337.

# 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 re	ndered to, the Battery Park City Authority ("BPCA").

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:

- 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.

(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.

Agreed to this day of _	, 201	6
Ву		
Print:	Title:	
Liaison responsible for administration Employment Opportunity (MB	stering the Minority and Wor	onsultant's Minority Business Enterprise men-Owned Business Enterprises - Equa
MBE/WBE Contract Goals		
30% Minority and Women's B	susiness Enterprise Participati	ion
% Minority Business Enter	prise Participation	
% Women's Business Enter	rprise Participation	
EEO Contract Goals (if appli	cable)	
% Minority Labor Force Pa	articipation	
% Female Labor Force Part	ticipation	
(Authorized Representa	ntive)	
Title:		
Date:		

#### **Diversity Practices Questionnaire**

]	, as (title) of company (the
6	Company"), swear and/or affirm under penalty of perjury that the answers submitted to the following
(	uestions are complete and accurate to the best of my knowledge:
i	Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity itiatives? 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.

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

<sup>&</sup>lt;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.

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

If Yes, complete the attached Utilization Plan

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:	
of, personally ap	ppearedsatisfactory evidence to b	he undersigned, a Notary Public in and for the State
		Notary Public

## EXHIBIT D

(BPCA Sample Form of Contract)
(attached)

## EXHIBIT E

# (Acknowledgement of Addenda)

RFP TITLE:	
Complete Part I or Part II, whichever is applicable, and	l sign your name in Part III.
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 F	RFP
Part III	
Proposer's Name:	
Proposer's Authorized Representative:	
Name:	
Title:	
Signature:	Date:

#### **EXHIBIT F**

## List of BPCA & BPCPC Board Members and Employees

#### 1. List of BPCA & BPCPC Board Members

George J. Tsunis Martha J. Gallo Donald Capoccia Lester Petracca Louis J. Bevilacqua Catherine McVay Hughes Anthony Kendall

#### 2. List of BPCA Employees

Betzayda Abreu
Deborah Addison
Curtis Afzal
Elsa Alvarez
Dana Anders
Anthony Andriano
Stephen Arciold
Sharmila Baichu
Marie Baptiste
Brett Beecham
Freddy Belliard
Marieke Bender
Marcus Billups
Emily Birdseye
Nidia Blake-Reeder

Nancy Buivid

LaToya Brooks-Jones

Anthony Buquicchio
Peter Campbell
Frances Caperchi
Monica Centeno
Julissa Cooke
Sarah Fisher-Curtin
Gwen Dawson
Nicole Dawson
Gilbert DePadua
Paul Diaz-Larui
Tonasia Dopson
Jennifer Dudgeon
Abigail Ehrlich
Maria Ellison
Richard Faraino

Tamara Flores Pamela Frederick James Gallagher Abigail Goldenberg Anastasia Gonzalez Lenron Goode

Anitra Fauntleroy

Neresa Gordon Sakina Graves Ned Greenberg Evelyn Gregg Jonathan Gross Robert Hansen

Nicole Heater

Sankar Heerah
Robert Hinkelman
Craig Hudon
Jake Jacevicius
Amy Jogie
William John
Jasmine Johnson
Benjamin Jones
Roland Kemp
Ann Ketring
Susie Kim
Karl Koenig
Leandro Lafuente
Michael Lamancusa

Della Lee Rene Lopcy Janira Lopez Robert Maggi **Evelin Maisonet** Jonathan McCain Princess McNeill Brian Meikle Vanessa Mesine Ronnie Mohammed Dana Morgera Eric Munson Lauren Murtha Bertha Narcisse Jahmeliah Nathan Robert Nesmith Siu May Ng Yoshihiro Nishida Anne O'Neill Maril Ortiz

Bienvenido Osorio Kevin O'Toole Hector Oyola Willem Paillant Jonathan Parker

Nimisha Haribaran Patel

Gladys Pearlman Dahlia Pena Bruno Pomponio Katherine Powell Sandra Power Robert Quon Jason Rachnowitz Madelin Ramirez Aline Reynolds Chad Rimer Manual Rivera Anthony Robinson Kim Robledo **Nelson Rogers** Jose Rosado Holly Ross Carlos Santiago Nicholas Sbordone Jean Schwartz Rekha Sewraj Sean Simon Kemnarine Singh Sarah Smedley **Bruce Spierer** 

Lance Super
John Tam
Alexis Torres
Ryan Torres
Douglas Van Horn
Noe Velasquez
Evangelio Villalobos
Jeffrey Vixamar
Sharon Wade
David Wallace
Annalise Warren
Eric White

**Shinay Stewart** 

Jerome Sturiano

Angela Whitehead Dwight Williams Kenneth Windman Al Wright

Erin Yokoi Nishida Yoshihiro Alaura Zayas