

**BATTERY PARK CITY AUTHORITY**

**REQUEST FOR PROPOSALS**

**FOR**

**WEBMASTER SERVICES**

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## **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 qualified firms (individually a “Proposer” and collectively the “Proposers”) to provide BPCA with consulting, maintenance and support services for BPCA’s websites (the “Project”), [www.bpca.ny.gov](http://www.bpca.ny.gov) and [www.bpcparks.org](http://www.bpcparks.org) (the “Websites”).

A detailed Scope of Work for the Project is attached as Exhibit A.

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City (“BPC”) as a richly diversified mixed use community. BPC comprises a 92-acre master-planned community situated along the southwestern-most edge of Manhattan. BPC has developed in phases since its inception, with build-out of all development sites being completed in 2010.

BPC is currently home to over thirteen thousand residents, along with commercial and retail space, four schools, two museums, two community centers, two athletic fields, a marina, various community facilities, and thirty-five acres of parks, public space and 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://bpcparks.org/>.

This request for Proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate BPCA to complete the selection and contract award process. BPCA reserves the right: (i) to accept or reject any and all Proposals; (ii) to request additional information from any or all Proposers to assist BPCA in its evaluation process; (iii) to amend or withdraw this RFP prior to the announcement of the selected firm; and (iv) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

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 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, 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;
- 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. TIMETABLE & DESIGNATED CONTACT**

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

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

- RFP issued: Wednesday, July 26, 2017
- Pre-proposal meeting: Thursday, August 10, 2017 at 10:00am. Meeting Location: BPCA Offices, 200 Liberty Street, 24<sup>th</sup> Floor, New York, NY 10281 (attendance is highly recommended).
- Deadline to submit questions to BPCA: Thursday, August 17, 2017 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](mailto:michael.lamancusa@bpca.ny.gov).

- BPCA’s response to substantive questions: Thursday, August 24, 2017 (by email).
- **PROPOSAL DUE DATE: Tuesday, September 26, 2017 by 3:00 p.m. (the “Due Date”).**
- Selection and notification of successful Proposer: To be determined.
- Contract start date: To be determined.

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

The anticipated term of the contract awarded pursuant to this RFP (the “Contract”) will be four (4) years. 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 comply with these requirements will be rejected.**

- 1) The Proposer must be authorized to conduct business in the State of New York;
- 2) The Proposer must have an office in New York (a New York City office is preferred);
- 3) The Proposer must have at least five (5) years of experience as a service provider for web mastering;

- 4) The Proposer must have at least five (5) years of experience providing on-call computer consulting services in New York City.

***B. MBE/WBE/SDVOB Participation, Joint Ventures and Sub-contracting Goals***

Consultant 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@bpcanyc.gov](mailto:anthony.peterson@bpcanyc.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 award and 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.

***D. Submission of Proposals***

**Proposals must be received by BPCA no later than 3:00 p.m. on September 26, 2017.**

Each Proposer must submit eight (8) paper copies and a PDF version (via CD-ROM or flash drive) in a sealed package clearly marked “**Proposal Enclosed- Webmaster Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Battery Park City Authority  
Attn: Michael LaMancusa  
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 – Webmaster 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.

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

## VI. INFORMATION REQUIRED

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

- 1) Briefly describe your firm’s background, size, and history as it may be relevant to the services required, with an emphasis on the website management, sample web pages and support structure.

- 2) If your offices are located in more than one city, indicate which office will provide the services.
- 3) Describe your firm's approach to the Work, including any relevant special services your firm provides, particularly those that may not be offered by other firms.
- 4) Describe your experience and methodology for supporting issues on websites such as hacking, intrusion, denial of service and system failures.
- 5) Please describe your experience handling issues where certain aspects of the website are not accessible by all users.
- 6) Describe the knowledge transfer and training to BPCA's project managers on updating website content.
- 7) Identify the Lead Project Manager who will be the primary contact in providing services to BPCA, and who will be listed as a "key person" in any contract with BPCA.
- 8) Describe your firm's "backup plan" in the event one or more of the employees assigned to this engagement leave the firm.
- 9) List all of the employees you intend to assign to this engagement and the area(s) of specialization for each listed employee. Describe the role of each employee who will be assigned to this engagement.
- 10) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
- 11) Identify any and all exceptions taken to BPCA's standard form of contract, attached as Exhibit C, 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.

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

- 1) 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.
- 2) How does your firm identify and manage conflicts of interest?
- 3) 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.
- 4) 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 design services? If so, please provide an explanation and the current status or disposition of the matter.
- 5) Are there any potential conflict of interest issues in representing BPCA?
- 6) List any professional or personal relationships your firm's employees may have with BPCA's Board Members and/or employees. List attached as Exhibit D.
- 7) 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 each such client's in-house counsel's name, address and telephone number.
- 8) 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 services requested.

***C. Required Attachments***

- 1) 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:

- 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) MBA/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 B).
- 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.
- 5) Acknowledgement of Addenda:  
Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit G, 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.
- 6) Appendices:
  - a. Include resumes for all key management personnel listed in your Proposal, including the staff that your firm is proposing to assign to the Work.

## **VII. INSURANCE REQUIREMENTS**

### ***A. General Requirements***

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 work; 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 C.

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***

- **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. 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 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 Proposer.
- **Technology Errors and Omissions/Privacy & Data Breach insurance** with a limit of not less than \$1,000,000 for damages arising from computer-related services including, but not limited to, the following:
  - Consulting;
  - Data processing;
  - Programming;
  - System integration;
  - Hardware or software development;
  - Installation;
  - Distribution or maintenance;
  - Systems analysis or design;
  - Training; and
  - Staffing or other support services.

### ***C. Insurance Requirements for all Subconsultants***

Any subconsultant(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 subconsultant'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 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:
  - \$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 sub-consultants. Should the sub-consultant's work include construction activities of any kind then the sub-consultant 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 sub-consultant 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 sub-consultant'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 sub-consultant.
- **Sub-consultants 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 Sub-consultant's work.**

### **VIII. COST PROPOSAL: FORMAT AND REQUIRED INCLUSIONS**

Each Cost Proposal must state a not-to-exceed amount for the performance of all Work. Costs shall be broken out by the task categories specified in the Scope of Work (see Exhibit A), and include hourly rates, estimated hours per employee, travel expenses, cost per meeting and any other cost elements.

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

- 1) Cost Proposal in the form attached hereto as Exhibit E ("Form of Cost Proposal"), and
- 2) Labor rates in the form attached hereto as Exhibit F ("Form of Technical Salaries").

**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: <http://bpcanyc.org/public-information/>.

***B. Interviews***

BPCA reserves the right to determine 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 seek information related to any other evaluation criteria. The proposed Lead PM, as well as 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:

A) Project Approach	40%
B) Firm Qualifications and Experience	20%
C) Staff Qualifications and Experience	20%
D) Proposed MBE/WBE utilization plan (the “Utilization Plan”) and/or Firm MBE/WBE status:	8%
F) Response to Diversity Practices Questionnaire:	8%
G) Proposed SDVOB utilization plan and/or Proposer SDVOB status	2%
H) Anticipated New York State business usage in contract performance	2%

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. NON-COLLUSION**

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

Will New York State businesses be used in the performance of this Contract? \_\_\_\_\_Yes \_\_\_\_\_No

**EXHIBIT A**  
**SCOPE OF WORK**

The purpose of this project is to manage web servers, websites/webpages, redesign webpages when necessary, maintain BPCA's project managers' access to update website content, and enhance or fix current website issues for BPCA's websites, [www.bpca.ny.gov](http://www.bpca.ny.gov) and [www.bpcparks.org](http://www.bpcparks.org). In addition, BPCA needs maintenance on the mobile app for the Irish Hunger Memorial, as well as developments of future apps. The Scope of Work for this project shall include, but not be limited to, the following services – please note, the term “Consultant” refers to the “selected Proposer”:

A. Web Servers Administration:

- A.1. Consultant shall provide server management for servers hosting the BPCA websites.
- A.2. Consultant shall analyze website usage to determine the best type of hosting needs for BPCA.
- A.3. Consultant shall regularly backup the BPCA Website's content database and check the security aspects of the BPCA's websites, as needed.
- A.4. A vulnerability scan is conducted twice monthly by our outside agency and reports will be sent to vendor to resolve all vulnerability issues found..
- A.5. Consultant shall be responsible for obtaining and maintaining licenses on all plugins used on the websites and sending via email a spreadsheet showing licenses, login info, expiration, and description of use of said licenses to BPCA.
- A.6. Consultant shall provide a testing environment for the development and testing of website changes, including test code modifications, plugin updates, or security patches. The development and test environments must be validated by BPCA.
- A.7. Consultant shall ensure BPCA project managers have access to the respective environments to confirm the stability of code modifications, plugin updates, or security patches before applying the changes to the production websites.
- A.8. Consultant shall ensure a formal transport from the test environment to the production environment before applying them to the production websites.
- A.9. Consultant shall apply the changes to the production websites only after they have been validated by BPCA project managers.

*See Appendix A: Web Server Administration Roles and Responsibilities*

B. Webpage Redesign:

- B.1. Consultant shall provide a redesign change request template to ensure unambiguity in terms of matching expectations with deliverables.
- B.2. BPCA project managers will send instructions to Consultant regarding the web page redesign through a change request in accordance with the agreed template.
- B.3. Redesign change requests will address the web elements and sections to achieve the look and feel desired by BPCA.
- B.4. BPCA project managers will send the redesign change request to the Consultant through email.
- B.5. Consultant shall analyze the impact of the redesign change request on the existing structure and coding to assess the redesign request and formalize effort, cost and timeline.

- B.6. Redesign change requests will be applied only when the Consultant and BPCA project managers have validated the request in terms of deliverables, effort, cost and timeline.
- B.7. Consultant shall replace and or modify web graphic elements in accordance with the desired redesign.
- B.8. Once validated, changes will be applied to the production websites.

*See Appendix B: Application Operations Roles and Responsibilities*

C. Web Hosting Data Center Services

- C.1. Consultant shall be responsible for providing (including yearly hosting cost), maintaining, and supporting the web hosting infrastructure currently hosted externally at a dedicated web hosting facility.

*See Appendix C: Web Hosting Data Center Services*

D. Website Content Update:

- D.1. BPCA project managers update the content of the BPCA's website through a web portal for each website.
- D.2. Consultant shall maintain the web portal availability, performance and functionality.
- D.3. Consultant shall apply similar rigor in maintenance of the portal as applied to maintain the web environment in accordance with section B above.
- D.4. Consultant shall update the security patches for the web content management system.
- D.5. Consultant shall provide assistance to BPCA in updating website content, when necessary.

E. Websites Enhancements or Fixes:

- E.1. Consultant shall:
  - i. Add a method for Minority and Women-Owned Business Enterprises (MWBE)/Service-disabled Veteran-Owned Businesses (SDVOB) to join a bidders list
  - ii. Add a method to update MWBE section
  - iii. Add a SDVOB section
  - iv. Add a method for MWBEs/SDVOBs to leave contact information showing interest on projects
  - v. Add a method for Primes to contact interested MWBEs/SDVOBs
  - vi. Recommend other third party elements instead of plug-ins for security, stability, and looks where necessary
  - vii. Provide routine monitoring of websites for issues, especially after plugin updates
  - viii. Fix issue on stability of Parks' website when modifying menus
  - ix. Add a method for RFP registration
  - x. Enhance the calendar events at Parks

F. Web Accessibility Initiative (WAI) Review:



- F.1. Consultant shall provide guidance on web accessibility issues all webpages.
- F.2. In case of any accessibility issue, Consultant shall inform BPCA of such issue.
- F.3. Where accessibility issues can be resolved under these Services, Consultant shall resolve the issue and inform BPCA of the resolution.
- F.4. Where accessibility issues are outside the boundaries of the Services, Consultant shall dispatch the resolution responsibility to BPCA, but maintains the track and trace responsibility to verify progress of the respective issue's resolution

G. Mobile App:

- G.1. Consultant shall maintain and enhance mobile apps on iOS or Android when needed.
- G.2. Consultant shall also maintain the Irish Memorial app, which allows the public to access a database of audio files on the history of the memorial.
- G.3. The Consultant is aware that the Irish Memorial app is available through QR code as well.
- G.4. BPCA project managers may request to have the Consultant build new apps based on project needs.
- G.5. Consultant shall maintain security on the mobile apps against any attacks or intrusions.

H. Web security:

- H.1. Consultant shall maintain web security on all websites against attacks or intrusions.
- H.2. Consultant shall remediate all security or hacks if detected.
- H.3. Consultant shall assist in NYS perimeter intrusion prevention scanning, reporting, along with rectification if necessary in a timely manner.
- H.4. Consultant shall inform BPCA and resolve all security exploits in applets and plugins with patch updates or with application redesign if exploits cannot be resolved accordingly.
- H.5. Consultant shall be responsible to assist in resolving DDOS attacks or other forms of attacks impeding access to BPCA websites.
- H.6. Consultant shall maintain security against spammers or other forms of false communications by applications or other 3<sup>rd</sup> party services used within the websites.

I. Web page performance:

- I.1. Consultant shall monitor pages for performance by tracking page load times, page size, and number of requests.
- I.2. Consultant shall provide BPCA reports on website performances and usage on a weekly basis to ensure optimal performance.

J. Current architecture:

*See Appendix D: Architecture of the websites*

## Appendix A - Web Server Administration Roles and Responsibilities

**Table 1. Web Server Administration Roles and Responsibilities**

<b>Web Server Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Organization</b>
Patch management — fixes from the Web server vendor — analyzing the impact to the whole service	P	
Support and perform rollout planning and the actual rollout	P	
Communicate to stakeholders and users about changes in the Web server environment	H	P
Manage test environment	P	
Assess hardware and software environments against change requests	P	H
Act according to an agreed-on approval chain for implementing changes and enhancements	P	
Assist application development and management instances with release planning	P	H
<b>Operations</b>		
Monitor the Web server environment (including URL monitoring)	P	
Maintain and update the configuration database	P	
Create reports and communicate — execute performance planning based on the reports	P	H
Perform incident and problem management	P	
Manage third-party supplier and contracts to ensure seamless integration	P	
Conduct performance reviews with third-party suppliers and drive action plans	P	
Maintain Web-server-related entries in the configuration database	P	
Manage networked data and storage relating to the Web server environment	P	
Manage and maintain the hardware relating to the in-scope applications	P	
Manage and own the incident life cycle	P	
Execute failure prevention through proactive management (trend analysis and action planning)	P	
Manage the automated event infrastructure	P	

<b>Web Server Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Organization</b>
Manage Web server security according to security policies	P	H
Provide and control access to Web servers for content development teams	P	A
Web logfile management and archiving — create and communicate reports to stakeholders	P	
Monitor Web server load and develop a load balancer concept	P	
Maintain Web-server-related entries in the configuration database	P	
Conduct Web server backup and restore	P	
Manage and monitor the Web server network connectivity — LAN side and WAN side	P	
Create a user profile and permissions on prior given approvals	P	A
Perform Web server startups and shutdowns as needed	P	
Change Web server parameters on request	P	
Install new Web server scripts and include them in monitoring	P	H
Maintain Web server file share ownership and privileges	P	
Perform ongoing vulnerability assessments	P	H

**P = Primary Responsibility; H = Helping Role, A = Approve**

## Appendix B - Application Operations Roles and Responsibilities

Application Operations Roles and Responsibilities	Provider	Organization
Patch management — fixes from the application vendor that analyze the impact on the whole service	P	
Minor functional changes to applications	A	P
Minor enhancements and bug fixes	P	A
Analysis for application changes for the data center side and support development	P	H
Support and perform rollout planning, rollout	P	H
Communication to stakeholders and users about changes in the application environment	H	P
Support application strategy and architecture planning on request	P	H
Plan and design new application operations services based on new requirements	P	A
Plan and execute rollout of new application operations services	P	H
Create a test environment and work with key users to plan and execute an application test	P	
Assess hardware and software environments against application change requests	P	H
Act according to an agreed-on approval chain for implementing changes and enhancements	P	
Assist application development and management instances with release planning	P	H
<b>Operations</b>		
Monitor applications and their attached components (interfaces and so on)	P	
Change management includes lower layers (middleware, infrastructure, network and data center)	P	A
Maintain and update the configuration database	P	A
Create reports and communicate — execute performance planning based on the reports	P	
Perform incident and problem management for the in-scope applications	P	
Conduct root-cause analysis and oversight management if multiple vendors are included	P	
Manage third-party suppliers and contracts; ensure seamless integration	P	A
Conduct performance reviews with third-party suppliers; drive action plans	P	H
Maintain application-related entries in the configuration database	P	A

<b>Application Operations Roles and Responsibilities</b>	<b>Provider</b>	<b>Organization</b>
Maintain user information changes	P	
Provide reports and information for application environment audits	P	
Suggest and provide regular time windows for change implementations	P	H
Monitor change and update all related documentation accordingly	P	
Manage networked data and storage relating to in-scope applications	P	
Manage and maintain hardware related to in-scope applications	P	
Manage and own the incident life cycle	P	
Execute failure prevention through proactive management (trend analysis and resultant action planning)	P	
Manage the automated event infrastructure	P	
Manage the software license management platform	P	
Monitor and maintain the interfaces to middleware and operating system components	P	
Manage application security according to security policies (secure infrastructure, password policies, antivirus and so on)	P	

**P = Primary Responsibility; H = Helping Role, A = Approve**

**Table 1. Middleware Administration Roles and Responsibilities**

<b>Middleware Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Organization</b>
Define middleware requirements and policies	H	P
Develop and document in the standards and procedures manual middleware administration procedures that meet requirements and adhere to defined policies	P	H
Review and approve middleware administration procedures		P
Define authorization requirements for end users, roles, objects and so on, and approve change requests	H	P
Implement middleware configurations	P	
<b>Operations</b>		
Create, alter and delete application object changes	P	A
Establish and maintain configuration and system parameters in a consistent manner across like server environments	P	
Execute processes for the proper maintenance and functioning of middleware systems (for example, load balancing, tuning and configuration management)	P	

<b>Middleware Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Organization</b>
Execute authorization change requests	P	
Execute middleware creation, upgrade and refresh	P	
Execute all middleware system-level changes (that is, initialization parameters)	P	
Execute all object changes for all instances	P	
Maintain consistent middleware parameters and system settings across all like instances, according to established development of quality assurance (QA), to production life cycles	P	
Implement and administer appropriate middleware management tools across all middleware instances	P	
Patch middleware software as needed, according to established development of QA, to production life cycles; correlate internal change requests to vendor tracking codes	P	
Provide middleware communication software configuration, installation and maintenance	P	H

**P = Primary Responsibility; H = Helping Role, A = Approve**

## Appendix C - Web Hosting Data Center Services

The Provider is responsible for the Web Hosting Data Center Services defined in this SOW under the following nomenclature:

In this SOW we are using the RASCI chart approach for all roles and responsibilities matrices.

RASCI stands for:

- R = responsible
- A = accountable
- S = supporting
- C = consulted
- I = informed

### 1. General Responsibilities

Table 1 identifies general roles and responsibilities associated with this SOW. The letter "R" is placed in the column under the Party that will be responsible for performing the task. Provider responsibilities are indicated in the column labeled "Provider."

**Table 1. General Roles and Responsibilities (According to RASCI Definition).**

General Roles and Responsibilities	Provider	Client
1. Comply with Client policies and standards and regulations applicable to the Client, including information systems, personnel, physical and technical security	R, A	C
2. Manage event and workload processes across all platforms	R, A	I
3. Provide technical support for all hardware/equipment of the Web Hosting Data Center computing infrastructure.	R, A	I
4. Support Web Hosting Data Center infrastructure System Software (e.g., operating systems, utilities, databases, and Middleware as listed in the applicable SOW appendices)	R, A	I
5. Provide and support Web Hosting Data Center Networks (e.g., LAN and WAN connections) and related operations (e.g., procure, design, build, systems monitoring, Incident diagnostics, troubleshooting, Resolution and escalation, security management, and capacity planning/analysis) as required to meet Client's computing requirements	R, A	I
6. Provide and support Web Hosting Data Center-related environmental elements (e.g., HVAC, dual redundant UPS, power, cable plant, fire detection and suppression systems, temperature and humidity controls, and controlled physical access with 24/7 manned security)	R, A	I
7. Conduct applications test-to-production migration activities	R, A	C
8. Implement and coordinate all Changes to the Web Hosting Data Center infrastructure including those that may affect the Service levels of any other Service Tower and Third Parties	R, A	C

<b>General Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
9. Create, maintain and provide all appropriate project plans, project time and cost estimates, technical Specifications, management documentation and management reporting in a form/format that is acceptable to Client	R, A	C, S

## 2. Web Hosting Data Center Computing Services

### A. Operations and Administration

Operations and Administration Services are the activities associated with the day-to-day management of the Web Hosting Data Center computing environment. They provide and supporting a stable infrastructure and effectively and efficiently perform operational and processing procedures to ensure Services meet service-level requirement (SLR) targets and requirements. Table 2 identifies the Operations and Administration roles and responsibilities that the Provider and Client will perform.

**Table 2. Operations and Administration Roles and Responsibilities (According to RASCI Definition).**

<b>Operations and Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
<b>Monitoring Operations Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Define monitoring requirements and policies	R, A	C, I
2. Develop monitoring procedures that meet requirements and adhere to defined policies and document in the Standards and Procedures Manual	R, A	
3. Review and approve monitoring procedures	R, A	C, I
4. Provide proactive and scheduled console monitoring of infrastructure and systems (e.g., hardware, network, batch schedule, interfaces, and table spaces), respond to messages and take corrective action as required	R, A	I
5. Develop and maintain standard automated scripts to perform monitoring on systems Software	R, A	C, I
6. Identify and report Problems including system, file, disk and application Problems	R, A	I
7. Provide troubleshooting, repair and escalation of Problems in the Web Hosting Data Center computing environment	R, A	I
8. Provide preventative measures for proactive monitoring and self-healing capabilities to limit Outages that impact Service delivery	R, A	I
9. Identify and report application Problems	R, A	I
10. Resolve or assist in Resolving application Problems in accordance with the SLR, and escalate as required	R, A	C, S
<b>Job Scheduling and Execution Operations Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
11. Define job scheduling requirements and policies, application interdependencies, Client contacts, and rerun requirements for all production jobs	R, A	C
12. Develop job-scheduling procedures that meet requirements and adhere to defined policies and document in the Standards and Procedures Manual	R, A	C, S



<b>Operations and Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
13. Review and approve monitoring procedures	R, A	C, S
14. Provide job scheduling, job execution, reporting and Resolution, taking into account infrastructure and system interdependencies	R, A	I

**Table 2. Operations and Administration Roles and Responsibilities (According to RASCI Definition). (Cont'd)**

<b>Operations and Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
<b>Job Scheduling and Execution Operations Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
15. Implement and manage scheduling tools for managing/automating job execution (e.g., job workflow processes, interdependencies, Client contacts, and rerun requirements file exchange functions and print management)	R, A	C, I
16. Define production, test and demand batch scheduling requirements	I	R, A
17. Prepare production, test and demand batch jobs for execution	R, A	I
18. Execute production, test and demand batch jobs on required systems	R, A	I
19. Monitor progress of scheduled jobs and identify and Resolve issues in scheduling process	R, A	I
20. Startup and shut-down online/interactive systems according to defined schedules or upon approved request	R, A	I
21. Maintain database of job scheduling, contact, rerun and interdependencies	R, A	I
22. Provide quality control for reprocessing activities, such as batch reruns	R, A	I
23. Prepare job run parameters	R, A	I
24. Validate job results per Client instructions	R, A	C, S
25. Notify Client and maintain a history of job completion results	R, A	C, S
<b>Electronic Data Exchange Management Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
26. Define electronic data exchange format requirements and policies, including transport (e.g., electronic data interchange [EDI], RAML, FTP), delivery locations, format and schedule requirements	R, A	C, S
27. Develop procedures for performing electronic data exchange that meet requirements and conform to industry standards, and document in the Standards and Procedures Manual	R, A	C
28. Review and approve electronic data exchange procedures	R, A	C
29. Develop and maintain a repository of all Client electronic data exchange distribution and exchange entities	R, A	I
30. Provide and support electronic interfaces between the Provider-hosted environments and Third Parties	R, A	I
31. Execute electronic data exchange production and test distribution according to production schedules	R, A	I
32. Monitor all electronic data exchange transactions to ensure proper completion	R, A	I

<b>Operations and Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
33. Rerun transactions as required and escalate non-Resolved electronic data exchange transactions to Client contact	R, A	I
34. Perform recovery operations for electronic data exchange transactions as required	R, A	I
35. Interface directly with Client electronic data exchange distribution entities according to defined, entity-unique Client procedures	R, A	I
<b>System Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
36. Define system administration requirements and policies	R, A	C

**Table 2. Operations and Administration Roles and Responsibilities (According to RASCI Definition). (Cont'd)**

<b>Operations and Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
<b>System Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
37. Develop procedures for performing system administration that meet requirements and adhere to defined policies, and document in the Standards and Procedures Manual	R, A	I
38. Review and approve systems administration procedures	R, A	C, I
39. Set up and manage End-User accounts, perform access control, manage files and disk space, and transaction definitions	R, A	I
40. Perform system or component configuration Changes necessary to support computing services in conformance with Change Management requirements	R, A	I
41. Provide usage statistics reports that will be used to support chargeback and other reporting requirements	R, A	I

## **B. Storage and Data Management**

Storage and Data Management Services are the activities associated with the provisioning and day-to-day management of the installed Web Hosting Data Center storage and data environment (e.g., direct access storage devices [DASD]), redundant array of independent disks (RAID), storage area Network (SAN), Network-attached storage (NAS), tape and optical, providing a stable support infrastructure and effectively and efficiently performing procedures to ensure Services meet SLR targets and requirements.

The following table identifies the Storage and Data Management roles and responsibilities that the Provider and the Client will perform.

**Table 3. Storage and Data Management Roles and Responsibilities (According to RASCI Definition).**

<b>Storage and Data Management Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Recommend Provider-standard Storage and Data Management procedures	R, A	C
2. Develop, Storage and Data Management Provider procedures that meet Client requirements and adhere to Client policies, and document and maintain in the Standards and Procedures Manual	R, A	I
3. Review, provide additional procedures as required and approve Storage and Data Management procedures	R, A	I
4. Provide data storage Services (e.g., RAID array, SAN, NAS, tape, optical, etc.)	R, A	I
5. Monitor and control storage performance according to technical Specifications, Storage and Data Management policies, and perform tuning as required	R, A	I
6. Maintain and improve storage resource efficiency	R, A	I
7. Maintain dataset placement and manage data catalogs	R, A	I
8. Perform data and file backups and restores per established procedures and SLRs	R, A	I

**Table 3. Storage and Data Management Roles and Responsibilities (According to RASCI Definition). (Cont'd)**

<b>Storage and Data Management Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
9. Manage file transfers and other data movement activities	R, A	I
10. Provide input processing, for activities such as loading Third-Party media (e.g., tape) and receipt and/or transmission of batch files	R, A	I
11. Acquire and manage consumables, such as tape, disks, etc., in support of the backup requirements. Coordinate acquisition of additional materials as needed	R, A	C, S
<b>Media Operations Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
12. Recommend Provider-standard Media Operations procedures	R, A	C
13. Develop, document and maintain in the Standards and Procedures Manual Media Operations Provider procedures that meet Client requirements and adhere to Client policies	R, A	C, S
14. Review, provide additional procedures as required and approve media processing procedures	R, A	I
15. Maintain a media library and media management system	R, A	I
16. Manage the media inventory to ensure that adequate media resources are available. Coordinate acquisition of additional media as needed	R, A	I
17. Manage input media availability to meet processing SLR.	R, A	I
18. Load and manage Third-Party media	R, A	I
19. Provide secure off-site storage for designated media and transport media to the Client's approved off-site location as required	R, A	C, S
20. Perform periodic audits to ensure proper cataloging of media	R, A	I

### C. Output Management

Output Management Services are the activities associated with delivering printed and electronic output in the Client's required formats and destinations, including remote printing and print to file, per Client-approved schedules. Table 4 identifies the Output Management roles and responsibilities that the Provider and the Client will perform.

**Table 4. Output Management (According to RASCI Definition)**

<b>Output Management Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Define Output Management requirements and policies	C	R, A
2. Develop procedures for performing Output Management that meet requirements and conform to defined policies, including the management of transport, delivery locations and scheduling requirements, and document in the Standards and Procedures Manual	R, A	C
3. Review and approve Output Management procedures	C	R, A
4. Provide print Output Management and distribution	R, A	I

**Table 4. Output Management (According to RASCI Definition) (Cont'd)**

<b>Output Management Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
5. Ensure that printed output is delivered to Client-specified delivery locations according to the schedule	R, A	I
6. Package and coordinate designated output for pickup by USPS or private delivery services (e.g., FedEx, UPS)	R, A	I
7. Ensure that output devices are functioning, including performing or coordinating routine maintenance	R, A	I
8. Create and distribute Client data products for Client customers, including volume creation (e.g., CDs, cartridges, FTP)	R, A	I
9. Acquire and manage consumables, such as paper, print ribbons, ink, tapes, etc. Coordinate acquisition of additional materials as needed.	R, A	I

### D. Remote Access

Remote Access Services are the activities associated with the installation, management, operations, administration and support of the hardware and Software for Remote Access and connectivity to all systems (e.g., VPN, Extranet access, Citrix Metaframe via Internet, and Web-based email). Table 5 identifies the Remote Access roles and responsibilities that Provider and Client will perform.

**Table 1 Remote Access Roles and Responsibilities (According to RASCI Definition)**

<b>Remote Access Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Define Remote Access policies and procedures	R, A	C, I
2. Develop and document in the Standards and Procedures Manual Remote Access procedures that meet requirements and adhere to defined policies	R, A	I
3. Review and approve Remote Access procedures	R, A	I
4. Install, test, provide technical support, administration and security administration for Remote Access hardware and Software	R, A	I

Remote Access Roles and Responsibilities	Provider	Client
5. Provide testing support for defined Client applications that will be made available via Remote Access	R, A	I
6. Provide technical assistance and subject matter expertise as required by Client infrastructure staff and Third-Party solution providers for Remote Access products and solutions	R, A	I
7. Perform system or component configuration Changes that are necessary to support Remote Access Services	R, A	I

## E. Database Administration

Database Administration Services are the activities associated with the maintenance and support of existing and future databases. This includes responsibility for managing data, namely dataset placement, database performance, and data recovery and integrity at a physical level. Table 6 identifies the Database Administration roles and responsibilities that the Provider and the Client will perform.

**Table 2. Database Administration Roles and Responsibilities**

<b>Database Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Define Database administration requirements and policies including authorization requirements for End-Users, roles, schemas, etc., and approve Change requests	R, A	C, I
2. Develop and document in the Standards and Procedures Manual Database Administration procedures that meet requirements and adhere to defined policies	R, A	I
3. Review and approve Database Administration procedures	R, A	I
4. Provide security administration, including managing role and End-User database permissions in accordance with Client policies	R, A	I
5. Perform database restores from export dumps or backups	R, A	I
6. Create/refresh development/test QA databases from production data	R, A	I
7. Execute authorization Service Requests	R, A	I
8. Define and provide database creation, configuration, upgrade, patches and refresh requirements	R, A	C, S
9. Execute database creation, configuration, upgrades, patches and refresh	R, A	I
10. Execute all database system-level Changes (initialization parameters)	R, A	I
11. Execute all schema Changes for all instances	R, A	I
12. Define and provide database data definition requirements for applications installations, moves, adds and changes (IMAC for tables, triggers, attributes, etc.)	R, A	I
13. Execute database data definition requirements for applications (IMAC for tables, triggers, attributes, etc.)	R, A	I
14. Maintain documentation for all database instance parameters and system settings	R, A	I
15. Maintain consistent database parameters and system settings across all similar instances. Consistency must be maintained according to established development to QA, and to production life cycle	R, A	I
16. Define database definition and manipulation requirements for applications and developer schemas	R, A	C, I
17. Execute database data definitions for applications and developer schemas	R, A	I
18. Define and execute database performance and tuning scripts, and keep database running at optimal performance for Client's workload	R, A	C
19. Implement and administer appropriate database management tools across all database instances. Performance metrics and historical data must be available for trending and reporting over a minimum of six months	R, A	I

**Table 3. Database Administration Roles and Responsibilities (Cont'd)**

<b>Database Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
20. Identify locking conflicts, latch contention, rollback requirements, etc., for all database instances	R, A	I
21. Resolve locking conflicts, latch contention, rollback requirements, etc., for all database instances	I	R, A
22. Provide technical assistance and subject-matter expertise to Client application developers and Third-Party vendor support	R, A	I
23. Provide data dictionary expertise, End-User data assistance, Data Warehouse Metadata definition, data mapping functions, and creation of data cubes	R, A	I
24. Monitor database and generate automatic Help Desk Trouble Tickets for Problems	R, A	I
25. Open, track and manage all database Problems to Resolution	R, A	I
26. Patch database Software as needed according to established development to QA to production life cycle	R, A	I
27. Manage database communication Software configuration, installation and maintenance	R, A	I
28. Provide database storage management	R, A	I
29. Define database backup schedules, retention periods, levels (i.e., full, incremental or differential)	R, A	I
30. Execute Client's database backup and recovery policies	R, A	I

### ***F. Middleware Administration***

Middleware Administration Services are the activities associated with the maintenance and support of existing and future Middleware. Table 7 identifies the Middleware Administration roles and responsibilities that Provider and Client will perform.

**Table 7. Middleware Administration Roles and Responsibilities**

<b>Middleware Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
1. Define Middleware requirements and policies	R, A	C, I
2. Develop and document in the Standards and Procedures Manual Middleware Administration procedures that meet requirements and adhere to defined policies	R, A	I
3. Review and approve Middleware Administration procedures	R, A	I
4. Define authorization requirements for End-Users, roles, objects, etc., and approve Change requests		R, A
5. Implement Middleware configurations	R, A	I
6. Create, alter and delete application object Changes	R, A	I
7. Establish and maintain configuration and system parameters in a consistent manner across like server environments	R, A	I
8. Execute processes for the proper maintenance and functioning of Middleware systems (e.g., load balancing, tuning, configuration management)	R, A	I
9. Execute authorization Change requests	R, A	I

**Table 7. Middleware Administration Roles and Responsibilities (Cont'd)**

<b>Middleware Administration Roles and Responsibilities</b>	<b>Provider</b>	<b>Client</b>
10. Execute Middleware creation, upgrade and refresh	R, A	I
11. Execute all Middleware system-level Changes (i.e., initialization parameters)	R, A	I
12. Execute all object Changes for all instances	R, A	I
13. Maintain consistent Middleware parameters and system settings across all like instances according to established development to QA to production life cycle	R, A	I
14. Implement and administer appropriate Middleware management tools across all Middleware instances	R, A	I
15. Patch Middleware Software as needed, according to established development to QA to production life cycle. Correlate internal Change request to vendor tracking codes	R, A	I
16. Provide Middleware communication Software configuration, installation and maintenance	R, A	I

### **3. Service Management**

This section is designed to cover the Web Hosting Data Center specific service levels, and identifies the contract articles and attachments that are related to the SOW that are used to manage the relationship between the Client and the Provider.

#### **A. Objectives**

A key objective of the Agreement is to attain Service levels with Fee Reductions where business is affected through a failure to meet Service performance requirements or mission-critical system requirements, or meet Critical Milestones or objectives.

The Provider shall provide written reports to Client regarding the Provider's compliance with the SLRs specified in this SOW.

#### **1. Service-Level Requirements (SLRs)**

This section is designed for clients to identify the level of service required. In all cases, the number of measures should be kept to a minimum, all measures that are part of the behavior drivers or penalties in the form of fee reductions should be identified and each measure should have the correct designation of included or not included as part of the behavior drivers.

The following Service levels (shown in Tables 8a to 16b) are required to be delivered by the Provider to the Client at the end of the Transition Period. The Provider must consistently meet the following SLRs. **All times referenced are in Eastern Standard Time (EST).**



**Table 4a. System Availability and Pre-Scheduled Downtime Definitions**

<b>DEFINITION</b>	<p>System Availability is defined as the availability of the in-scope infrastructure components required to conduct the normal business operation of Client application systems, including processors (e.g., mainframe CPU, memory, and storage), external storage, system Software and Network connection. Excludes scheduled maintenance.</p> <p>Availability will be measured based on the accessibility of Client applications to conduct normal business operations (for the single unit and not for the availability of the aggregated systems).</p>
<b>PRE-SCHEDULED DOWNTIME REQUIREMENTS</b>	<p>All pre-scheduled system downtime, unless otherwise agreed on in advance by the Client, will occur:</p> <ol style="list-style-type: none"> <li>a. For the systems with 24/7 requirements — all pre-scheduled maintenance shall be performed based on the Client's Change Management policy</li> <li>b. For systems having non-24/7 requirements — pre-scheduled maintenance shall be performed outside of the normal System Availability time frame</li> </ol>

**Table 5 System Availability Service-Level Requirements**

System Availability Service-Level Requirements			
System	Service Measure	Performance Target	SLR Performance %
Windows Production Servers (Critical)	Per Server Availability	Sunday to Saturday 0000-2400	99.99%
Windows Production Servers (Non-critical)	Per Server Availability	Sunday to Saturday 0000-2400	99.99%
Unix Production Servers	Per Server Availability	Sunday to Saturday 0000-2400	99.99%
QA/Test Systems and Servers	Per Server Availability	Monday to Friday 0700-1800	98%
Development Servers	Per Server Availability	Monday to Friday 0700-1800	95%
	Formula	Availability (%) = 100% — Unavailability (%) Where Unavailability is defined as: $(\sum \text{Outage Duration} \times 100\%) \div (\text{Schedule Time} - \text{Planned Outage})$	
	Measurement Interval	Measure Daily	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 9a. Application Platform Response Time SLR Definition**

<b>DEFINITION</b>	Online response time for critical online applications including ERP, data warehouse, financial, HTTP, etc.
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**Table 9b. Application Platform Response Time SLRs**

<b>Application Platform Online Response Time Service-Level Requirements</b>			
<b>Application Platform</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
Production Unix	Online Response Time	90% of transactions complete ≤0.5 seconds 95% of transactions complete ≤1.0 seconds 100% of transactions complete ≤3.0 seconds	99.5%
Unix Development, Test and QA	End-to-End Response Time	90% of transactions complete ≤1.0 seconds 95% of transactions complete ≤1.5 seconds 100% of transactions complete ≤2.0 seconds	99.5%
Production Windows	Online Response Time	90% of transactions complete ≤1.0 seconds 95% of transactions complete ≤1.5 seconds 100% of transactions complete ≤3.0 seconds	99.5%
Windows Development, Test and QA	End-to-End Response Time	90% of transactions complete ≤1.0 seconds 95% of transactions complete ≤1.5 seconds 100% of transactions complete ≤3.0 seconds	99.5%
Intranet/Extranet Web Systems	End-to-End Response Time	80% of transactions complete ≤1.5 sec 95% of transactions complete ≤2.5 sec 99.9% of transactions complete ≤3.5 sec	99.9%
Internet Web Service	End-to-End Response Time	50% of transactions complete ≤5.0 sec 80% of transactions complete ≤30 sec 99.9% of transactions complete ≤2 min	99.9%
	Formula	Performance = Transactions completed within Performance Target ÷ Total Transactions	
	Measurement Interval	Measure at 30 minute intervals	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 6a. Batch Processing Definitions**

<b>DEFINITION</b>	Scheduled Production Batch: jobs include system setup, execution and completion of normally scheduled production batch jobs.
	Demand and Test Batch: jobs include time for system setup and initiation of job execution for ad hoc requests, non-standard and non-prescheduled batch jobs.

**Table 10b. Batch Processing SLRs**

<b>Batch Processing Service-Level Requirements</b>			
<b>Batch Processing Type</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
Scheduled Production Batch	Per Scheduled Time	Complete core jobs per Client's approved schedule	99.5%
Demand Production Batch	Response Time	30 minutes to initiation	95%
Demand Test Batch	Response Time	30 minutes to initiation	95%
	Formula	Total number of jobs completed within Performance Target ÷ Total number of jobs executed during Measurement Interval	
	Measurement Interval	Measure Daily	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 11a. Output Delivery Definition**

<b>DEFINITION</b>	Client requires data output for a variety of output delivery formats and destinations, as well as processing requirements (includes remote printing and print to file). Confirmation of delivery and reporting of output volumes is required. Various Provider systems/servers direct output to remote printers and other enterprise systems (fax, pager, email) at various locations, with output delivered to the appropriate system according to Client-approved schedules and without errors.
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**Table 11b. Output Delivery SLRs**

OUTPUT DELIVERY SLRs			
Output Delivery Type	Service Measure	Performance Target	SLR Performance %
Mainframe Print	Delivered	Daily Print: ≤6 hours after job completes Evening Print: By 0700 next morning	99.9%
Remote Output Delivery	Per Scheduled Time	per Client-approved schedules	98%
	Formula	Number of jobs completed within Performance Target ÷ Total number of scheduled jobs	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 12a. General Administrative Function Definition**

<b>DEFINITION</b>	Routine Web Hosting Data Center functions that are required to meet Client's workload requirements.
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**Table 12b. General Administrative Functions SLRs**

<b>General Administrative Functions Service-Level Requirements</b>			
<b>General Administration Task</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
Set up or modify job scheduler definition and dependencies	Response Time	Next Business Day (all daily requests)	98.0%
One-time schedule Change for existing scheduled jobs	Response Time	2 hours (all daily requests)	98.0%
Setup/Modify End-User ID or Authorization changes. (NOTE: Password Resets are NOT included in this SLR)	Response Time 1—5 User IDs 6—10 User IDs >10 User IDs	≤2 Business Days ≤3 Business Days per agreed upon time	95.0%
Notification of Incident Priority Level 1 Outage to Help Desk	Response Time	≤10 minutes of discovery	99.90%
	Formula	Number of requests completed within Performance Target ÷ Total of all requests occurring during Measurement Interval	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 7 System Administration Definition**

<b>DEFINITION</b>	Actions by Provider for proactive monitoring and intervention to minimize capacity bottlenecks and activities required to implement system capacity and operational usage Change requests.
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**Table 8 System Administration SLR**

System Administration Service-Level Requirements			
System Administration Task	Service Measure	Performance Target	SLR Performance %
Advise Client of need to allocate additional processing resources based on predefined parameters and observed growth patterns	Proactive monitoring and reporting to Client of need to increase capacity	Sustained average daily CPU utilization approaches 70% of installed processor capacity— Inform Client within 1 Business Day	99.0%
On-Demand CPU Processing capability Change requests	Elapsed Time	Increases/decreases of $\pm 20\%$ of baseline CPU processing capability within 2 days	99.0%
Advise Client of need to allocate additional storage resources based on predefined parameters and observed growth patterns	Proactive monitoring and reporting to Client of need to increase capacity	Total monthly storage capacity utilization measured in GBs used approaches 80% of installed capacity—Inform Client within 1 Business Day	99.0%
On-Demand disk storage capacity Change requests	Elapsed Time	Increases/decreases of $\pm 10\%$ of installed storage capacity within 7 Business Days	99.0%
System security requests (RACF, ACF2)	Response Time	Next Business Day	99.0%
Deploy service/security patches/antivirus updates necessary to fix/repair environment vulnerabilities	Response Time	Same Business Day as signoff, subject to agreed-upon Change Management procedures	99.0%
Capacity/Performance Trend Analysis and Reporting across all platforms	Monthly measurement/analysis and periodic notification on resource utilization and trends for critical system resources	Monthly analysis reports Interim reports on rapidly developing events and trends identification	99.0%

**Table 9 System Administration SLR (Cont'd)**

<b>System Administration Service-Level Requirements</b>			
<b>System Administration Task</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
	Formula	Number of requests completed within Performance Target ÷ Total of all requests occurring during Measurement Interval	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 14a. Server Software Refresh Definition**

<b>DEFINITION</b>	Software refresh for all upgrades and new releases.
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**Table 14b. Server Software Refresh SLRs**

<b>Server Software Refresh Service-Level Requirements</b>			
<b>Server Software Refresh</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
Notification of vendor Software upgrades and new releases	Response Time	Within 30 days after Software vendor announcement	95.0%
Implementation of service packs and updates to "dot" releases	Response Time	Within 60 days after approved by Client	95.0%
Implementation of version or major release updates	Response Time	Within 120 days after approved by Client	95.0%
	Formula	Number of requests completed on time ÷ Total of all requests occurring during Measurement period	
	Measure Interval	Measure Monthly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

Table 15a. System Updates and Refresh SLRs

<b>DEFINITION</b>	Measure Provider performance of maintaining a consistent deliverable to End-Users by change of technology.
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Table 15b. System Updates and Refresh SLRs

System Updates and Refresh Service-Level Requirements			
Updates/Refresh	Service Measure	Performance Target	SLR Performance %
Refresh for midrange servers (Windows)	Response Time	Population age greater than 3 years old based on business unit approval	95.0%
	Formula	Total number of events completed within Performance Target ÷ Total number of events scheduled, due or required	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

Table 16a. Database Administration Definition

<b>Database Administration SLRs</b>	Database Administration SLRs
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Table 16b. Database Administration SLRs

Database Administration Service Level Requirements			
Administration Type	Service Measure	Performance Target	SLR Performance %
Instance Creation and Refresh	Elapsed Time	Create = 2 Business Days Refresh = 1 Business Day	95%
Create End-User ID, Grants, Revokes, Create table space, other data definition requests	Elapsed Time	2 hours (1—5 requests daily) 4 hours (6—10 requests daily) 2 Business Days >10 daily Based on a per-database request	95%
Schema changes and stored procedures	Elapsed Time	1 Business Day Based on a per-database request	95%



Table 16b. Database Administration SLRs (Cont'd)

Database Administration Service Level Requirements			
Administration Type	Service Measure	Performance Target	SLR Performance %
Performance tuning and maintenance	Elapsed Time	Proactive monitoring and preemptive intervention to maintain required performance levels Two hours to respond to ad hoc requests	95%
Database Refresh Type	Service Measure	Performance Target	SLR Performance %
Individual patches and requisite patches per database	Elapsed Time	Same Business Day as signoff by Client, completed within Availability SLRs	95%
Service packs and updates to "dot" releases	Elapsed Time	Within 5 Business Days of signoff by Client. Required downtime is outside of the normal Availability SLRs.	95%
Version or major release updates	Elapsed Time	Within 5 Business Days of signoff by Client. Required downtime is outside of the normal Availability SLRs.	95%
	Formula	Total number of events completed within Performance Target ÷ Total number of events scheduled, due or required	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

## 2. Reports

Provider shall provide written reports to Client regarding Provider's compliance with the SLRs in addition to the reports specified in this Section.

## Appendix D - Architecture of the websites

Website	http://bpca.ny.gov	Website	http://bpcparks.org
<b>Hardware (Server)</b>		<b>Hardware (Server)</b>	
CPU	Intel Xeon 4 Core 3.3 GHz	CPU	Intel Xeon 4 Core 3.3 GHz
Ram	16 GB	Ram	16 GB
RAID-1 Drives	1000 GB	RAID-1 Drives	1000 GB
Bandwidth	25 TB	Bandwidth	25 TB
IP Addresses	5 Ips	IP Addresses	5 Ips
<b>Database Server</b>		<b>Database Server</b>	
Server type:	MySQL	Server type:	MySQL
Server version:	5.5.52-cll - MySQL Community Server (GPL)	Server version:	5.5.52-cll - MySQL Community Server (GPL)
PHP version:	5.4.34	PHP version:	5.4.34
<b>CMS</b>		<b>CMS</b>	
Wordpress		Wordpress	
Version	4.6.1	Version	4.5.4
<b>Plugins (Active)</b>		<b>Plugins (Active)</b>	
	<b>Version</b>		<b>Version</b>
Advanced Custom Fields	4.4.11	Advanced Custom Fields	4.4.7
AI Twitter Feeds (Twitter widget & shortcode)	2.3	Advanced Custom Fields: Image Crop Add-on	1.4.7
BulletProof Security	.54.1	AntiVirus	1.3.9
Custom Post Type UI	1.4.3	BulletProof Security	.53.7
Display Posts Shortcode	2.7.0	Categories Images	2.5.3
Dynamic Featured Image	3.5.2	Constant Contact Widget	1.9.3
Favicon by RealFaviconGenerator	1.3.8	Custom Menu Wizard	3.3.0
Go Daddy Quick Setup	1.04	Dynamic Widgets	1.5.11
Google Analytics Dashboard for WP	4.9.3.2	Easy Twitter Feed Widget	0.5
Gravity Forms	1.9.19	EP Hashimage	5.0.1
Gravity Forms Constant Contact Add-On	2.2.1	Exploit Scanner	1.4.12
Gravity Forms MailChimp Add- On	3.7.1	Flexible Posts Widget	3.5.0
MailChimp for WordPress	4.0.7	Fruitful Shortcodes	1.5
MailChimp for WordPress - Premium	3.3.1	Google Captcha (reCAPTCHA) by BestWebSoft	1.23
Master Slider Pro	3.1.1	Gravity Forms	1.9.19
Media Library Assistant	2.33	Gravity Forms - Placeholders add-on	1.2.1
mobble	1.5	Highlight Search Terms	1.4
Outerbridge Nested Shortcodes	1.3	Image Widget	4.2.2
Quick Page/Post Redirect Plugin	5.1.8	Instagram Feed Pro Business	2.2
Relevanssi	3.5.6.1	Mapplic	2
Shortcodes Ultimate	4.9.9	Master Slider Pro	2.29.0
Simple Custom CSS	3.3	Members	1.1.1
Smart Forms	2.5.3	Menu Item Limit Detector	0.1
String Locator	2.0.3	Menus History	1.0.2

## Appendix D - Architecture of the websites

Website	http://bpca.ny.gov	Website	http://bpcparks.org
<b>Plugins (Active)</b>	<b>Version</b>	<b>Plugins (Active)</b>	<b>Version</b>
Sucuri Security - Auditing, Malware Scanner and Hardening	1.8.3	Nextend	1.3.8
The Events Calendar	4.3.3	Nextend Smart Slider 3 Pro	3.0.8
The Events Calendar PRO	4.3.3	P3 (Plugin Performance Profiler)	1.5.3.9
Theme Check	20160523.1	Quick Page/Post Redirect Plugin	5.1.8
		Regenerate Thumbnails	2.2.6
		Simple Instagram	2.0.2
		Simple IP Ban	1.3.0
		Sucuri Security - Auditing, Malware Scanner and Hardening	1.7.17
		The Events Calendar	4.2
		The Events Calendar	4.4.5
		Category Colors	
		The Events Calendar PRO	4.2
		Twitter Stream	2.7
		WCK - Custom Fields and Custom Post Types Creator	1.2.8
		Widget Logic	0.57
		Widget Logic by Path	0.2.2
		WP Fastest Cache	0.8.5.8
		WPS Hide Login	1.1.7

## **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 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. 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 Mr. Anthony Peterson at BPCA, by email at [Anthony.peterson@bpca.ny.gov](mailto:Anthony.peterson@bpca.ny.gov), 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](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. Anthony Peterson at BPCA, by email at [Anthony.peterson@bpcanyc.gov](mailto:Anthony.peterson@bpcanyc.gov), 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.

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 for 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 sub-consultants, record payments to sub-consultants, 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 sub-consultants. 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 “Consultant”), 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 sub-consultants 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 sub-consultants 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 Consultant shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Consultant 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 Consultant'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 \_\_\_\_\_ firm or 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-venture’s, 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 MBEs/WBEs 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 MBE/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 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

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---

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Name of Business

Address

---

City, State, Zip

---

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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.

---

Notary Public

**EXHIBIT C**

**BPCA's Standard Form of Contract**

(Attached)

CONSULTANT AGREEMENT

between

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

and

**[NAME OF COMPANY, INC. CORP, CO.]**

Dated as of **[DATE]**

Contract No. **[ENTER CONTRACT NUMBER]**

**([PROJECT NAME])**

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**EXHIBIT A - SCOPE OF WORK**

**EXHIBIT B - RATES [if applicable]**

**EXHIBIT C - FORM OF TIME SHEET [if applicable]**

**EXHIBIT D - HUGH L. CAREY BATTERY PARK CITY AUTHORITY PROMPT PAYMENT POLICY**

**EXHIBIT E - MONTHLY UTILIZATION COMPLIANCE REPORTS**



## CONSULTANT AGREEMENT

AGREEMENT (the "Agreement") made as of [DATE] between BATTERY PARK CITY AUTHORITY, d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, (the "Owner"), a body corporate and politic, constituting a public benefit corporation, having a place of business at One World Financial Center, 24<sup>th</sup> Floor, New York, New York 10281, and [NAME OF COMPANY], incorporated in the State of [STATE], having an office at [Street, City, State, zip code] (the "Consultant").

### W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as Battery Park City; and

WHEREAS, Owner has developed Battery Park City, in individual parcels, with the goal of creating a richly diversified mixed use community providing residential and commercial space with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, Owner intends to retain the services of Consultant to perform [**describe services to be performed**] (the "Project"), and Consultant desires to perform such services for Owner.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

#### **1. Scope of Work**

Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit A (the "Work"). All Work shall be completed in accordance with the requirements furnished to Consultant by Owner, and shall be completed to Owner's satisfaction.

#### **2. Time for Performance**

Consultant shall perform the Work as expeditiously as is consistent with professional skill and the orderly progress of the Work, and in accordance with any schedule set forth in the attached Scope of Work. If a schedule approved by Owner is incorporated into this Agreement, said schedule shall not be exceeded by Consultant, except for reasonable cause. The term of this Agreement shall begin [DATE] (the "Commencement Date") and shall terminate not later than [DATE] (the "Expiration Date") (such period from the Commencement Date to the Expiration Date is referred to herein as the "Term") unless this Agreement is otherwise terminated as hereinafter provided. Consultant shall complete the Scope of Work on or before [DATE], unless the time for performance of the Work is extended by written agreement of Consultant and Owner.

#### **3. Compensation**

(a) Owner shall pay, and Consultant agrees to accept as full compensation for all Work performed under this Agreement, the not-to-exceed amount of [\$\$\$\$\$] (the "Fee"), paid in

accordance with the rates (the “Rates”) attached hereto as Exhibit B. The Fee includes any and all reimbursable expenses, which shall not exceed [\$\$\$\$] (the “Reimbursable Amount”), incurred by Consultant in performing the Work.

(b) Any reimbursable expenses shall be paid in accordance with Owner’s standard policies for reasonable expenses actually incurred by Consultant in connection with the performance of the Work. Consultant shall submit copies of receipts or other supporting documentation for any qualifying expenses incurred.

(c) Consultant shall submit monthly requests for payment to Owner that shall:

(i) include the name, address, and telephone number of Consultant;

(ii) be accompanied by time sheets, in substantially the form provided in Exhibit C (“Form of Time Sheet”), attached hereto and made part hereof, containing a description of the work performed and indicating hours worked in each billing category; and

(iii) reference the project for which services were rendered.

(d) Owner shall pay Consultant no later than the 30<sup>th</sup> calendar day (excluding holidays) following Owner’s receipt of a Proper Invoice (pursuant to, and as such term is defined in Owner’s Prompt Payment Policy, a copy of which is attached hereto and made part hereof as Exhibit D). Any item(s) of Work indicated in any Exhibit hereto as attributable to a specific phase of the Work that is not performed during the specified phase shall not be compensated by Owner, but payment for any such items of Work shall remain available to Consultant if, with Owner’s advance approval, such Work is actually performed during a subsequent phase of the Work, subject to the provisions of this Article 3 and Owner’s approval of any request for payment. Owner may withhold from any payment an amount equal to any costs or damages incurred by Owner as a result of Consultant’s negligence or breach of this Agreement.

(e) All requests for payment should be addressed as follows:

Office of the Treasurer  
Battery Park City Authority  
d/b/a Hugh L. Carey Battery Park City Authority  
One World Financial Center, 24<sup>th</sup> Floor  
New York, NY 10281-1097  
Attn.: Accounts Payable

A duplicate copy is to be sent to the attention of [**PROJECT MANAGER, TITLE**].

#### **4. Increase and Decrease in the Scope of Consultant’s Work**

Owner shall have the right to make changes to, increase or reduce the scope of Work, or extend the Term or any date set forth in the schedule referenced in Section 2 *supra*, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes. If Consultant believes that any work it has been directed to perform by Owner is beyond

the scope of Work set forth in this Agreement and constitutes extra work, Consultant shall so notify Owner within ten (10) business days. Owner shall determine whether or not such work is in fact beyond the scope of the Work and is considered extra work. If Owner determines that such work constitutes extra work to Consultant or any Subconsultant (as defined in Section 25 of this Agreement), Owner will pay Consultant any additional reimbursable expenses approved pursuant to Owner's policy for reimbursable expenses, and such additional compensation only as mutually agreed in writing by Owner and Consultant at the time of such change.

## **5. Consultant Cooperation**

(a) Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite determinations and approvals required to be made in connection with the Work.

(b) Consultant shall render any assistance that Owner may require with respect to any claim or action arising from or in any way relating to Consultant's services during or subsequent to the Term of this Agreement, including, but not limited to, review of claims, preparation of technical reports and participation in negotiations, both before and after Consultant has completed performance of the Work under this Agreement and without any additional compensation therefor.

## **6. Termination**

(a) *Termination for Convenience.* Owner, at any time, may terminate this Agreement in whole or in part. Any such termination shall be effected by mailing or delivering to Consultant a written notice of termination specifying the extent to which performance of the Work under this Agreement is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Consultant shall act promptly to minimize any expenses resulting from said termination. Owner shall pay Consultant the costs actually incurred by Consultant, including any Fee for Work actually and satisfactorily performed up to the effective date of the termination, but in no event shall Consultant be entitled to compensation in excess of the total consideration of this Agreement. In the event of such a termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, and may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the effective date specified in such notice of termination.

(b) *Termination for Cause.* Owner may terminate this Agreement for cause if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant

otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant otherwise shall be in default hereunder;

by serving written notice upon Consultant of Owner's intention to terminate this Agreement. Such notice shall state: (1) the reason(s) for Owner's intention to terminate the Agreement, and (2) the effective date of termination, to be not less than three (3) calendar days after the date of the notice of termination. If Consultant shall fail to cure the reason(s) for termination or make arrangements satisfactory to Owner on or before the effective date of termination, this Agreement shall terminate on the date specified by Owner in the notice of termination. In the event of any such termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, for the account and at the expense of Consultant, and Consultant shall be liable to Owner for all costs incurred by Owner by reason of said termination. In the event of such termination, Owner may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Upon Owner's completion of the Work following a termination for cause, Consultant shall be entitled to such amount of the Fee that has not theretofore been paid to Consultant and that shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct from any amount all additional costs and expenses that Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(c) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except to attempt to cure any reason(s) for termination or as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to Owner in the manner, to the extent, and at the time directed by Owner, all work product, supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

(d) In the event that Consultant, having been terminated, thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of Owner and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

## **7. Suspension**

Owner may, at any time and for any reason, order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. Upon receipt of a suspension order, Consultant shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage. Consultant specifically agrees that such suspension, delay or interruption of the performance of Work pursuant to this Section 7 shall not increase the cost of performance of the Work of this Agreement. Owner may extend the Term or any date set forth in schedule referenced in Section 2 *supra*, to compensate Consultant for lost time due to suspension, delay or interruption, and such time extension shall be Consultant's sole compensation for same. Consultant shall resume performance of such Work upon the date ordered by Owner.

## **8. Assignment**

Consultant shall not assign the Agreement in whole or in part without Owner's prior written consent; however, Owner may assign the Agreement in whole or in part without Consultant's prior written consent.

## **9. Ownership of Documents**

(a) All material specifically prepared for the Project and excluding any intellectual property already owned by Consultant that is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language ("HTML") files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in any form(s) to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation Consultant has, or will have, in connection with any copyrightable subject matter that is the subject of the Work is and shall be deemed Work Made for Hire on behalf of the Owner and that the Owner shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to the Owner all of Consultant's right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant's right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called "moral rights" with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license

to reproduce, modify, and publicly display the Work.

(b) Any plans, drawings, or specifications prepared by or on behalf of Consultant for the Project shall become property of Owner, and Consultant may not use same for any purpose not relating to the Project without Owner's prior written consent. Consultant may retain such reproductions of plans, drawings or specifications as Consultant may reasonably require. Upon completion of the Work or the termination of this Agreement, Consultant shall promptly furnish Owner with a complete set of original record prints. All such original materials shall become property of Owner who may use them, without Consultant's permission, for any proper purpose including but not limited to additions or completion of the Project.

**10. Insurance [as applicable]**

(a) Consultant shall carry the following insurance:

(i) Workers' Compensation and New York State Disability Benefit Insurance covering all persons employed or retained by Consultant in connection with the Work, as required by New York State Law.

(ii) Professional Liability Insurance with limits of liability in amounts not less than [\$\$\$\$], insuring Consultant and any of its respective officers, directors, stockholders, partners and employees for liability arising out of the carrying out of Consultant's professional responsibilities for the Work. All such professional liability policies shall include coverage for contractual liability, including the matters set forth in Section 17 of this Agreement. All policies shall be subject to a deductible of not more than [\$\$\$\$] per claim. The maximum permitted self-insured retention shall be [\$\$\$\$], or an amount approved by Owner in writing.

(iii) Commercial General Liability Insurance with contractual, products and completed operations coverages issued to and covering the liability of Consultant for all the Work and operations relating thereto and all obligations assumed by Consultant under this Agreement, with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least [\$\$\$\$] per occurrence and [\$\$\$\$] in the aggregate. Said insurance shall, where applicable, be written on an occurrence basis. The limit may be provided through a combination of primary and umbrella/excess liability policies. The coverage shall provide and encompass at least the following:

(A) An endorsement naming Owner, Battery Park City Parks Conservancy Corporation, the State of New York, and such other entities as identified by Owner, as additional insureds ("Additional Insureds").

(B) The policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds and such policy or policies shall be primary to any other insurance maintained by Owner. Any other insurance maintained by Owner shall be excess of and shall not contribute with Consultant's insurance, regardless of the existence of any "other insurance" clause contained in Owner's own policy or policies of insurance.

(iv) Automobile Liability and Property Damage Insurance covering the use in connection with the Work of all owned, leased, hired, and non-owned vehicles bearing, or under the circumstances under which such vehicles are used are required to bear license plates by the Motor Vehicle Laws of the State of New York, with a combined single limit for Bodily Injury and Property Damage of at least [\$\$\$\$\$] per occurrence.

(v) Employer's Liability Insurance, during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits. Employer's Liability Insurance and benefits resulting from disease shall not be less than an annual aggregate amount of [\$\$\$\$\$] for each consecutive 12-month period.

(vi) Valuable Papers Insurance covering, for the benefit of Consultant and BPCA all documents used under this Agreement by Consultant or any Subconsultant in a total amount of not less than [\$\$\$\$\$]. Consultant may furnish full coverage using one policy or may submit separate policies from the Subconsultants for their proportionate shares of such coverage.

(vii) Comprehensive Crime/Employee Dishonesty Insurance in a reasonable amount or an amount which is customary in the applicable industry, trade or profession.

(viii) If the Work involves the removal, repair, installation or testing of underground petroleum storage tanks, or petroleum remediation operations, or the performance of work or services related to excavation, loading, transporting or unloading of hazardous or contaminated materials, Contractor shall provide Contractors Professional Liability Insurance with a limit of [\$\$\$\$\$]. Coverage shall provide and encompass the following:

(A) Contractor's negligent acts, errors or omissions in rendering or failing to render services of an engineering or consulting nature arising out of their environmental engineering or consulting.

(B) Maximum self-insured retention of [\$\$\$\$\$], or an amount acceptable to Owner.

(ix) Excess Liability Insurance with an aggregate limit of not less than [\$\$\$\$\$].

(b) All required insurance shall be maintained with responsible insurance carriers authorized to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to Owner, and shall be approved by Owner. Upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit with Owner the original policies of insurance, or certificates therefor, bearing notations or accompanied by other evidence satisfactory to Owner of the payment of all premium payments thereunder. **Such policies or certificates shall be delivered to [insert name], Executive Assistant, at Owner's place of business, immediately upon signing this Agreement.** Thereafter, certification of all premium payments shall be deposited with Owner not less than ten (10) days before the expiration dates of the policies. Submission of a policy or certificate of insurance with Owner shall constitute a warranty by Consultant that the insurance coverage described is in effect for the policy term shown.

(c) Riders providing substantially as follows shall be made a part of the insurance policies described in Subsection 10(a) hereof, as applicable:

(i) the policy shall not be canceled or terminated, or the coverage thereof materially reduced, until thirty (30) days after receipt of written notice thereof by certified or registered mail, return receipt requested addressed to Owner; and

(ii) violation of any of the terms of the policy, or any other policy issued by the Company, shall not by itself invalidate such policy.

(d) The insurance policies required by this Section 10 shall be kept in full force and effect for the periods specified hereunder:

(i) Workers' Compensation Insurance and New York State Disability Benefits Insurance shall be kept in force until receipt of final payment by Consultant hereunder. This Agreement shall be void and of no force or effect unless, in compliance with the Workers' Compensation Law, Consultant shall secure Workers' Compensation Insurance for such of their respective employees engaged in the performance of the Work as are required to be insured under said law.

(ii) Professional Liability Insurance shall be kept in force for the earlier of three (3) years after the completion of the performance of the Work hereunder or termination of this Agreement. If the insurance policy provided pursuant to Section 10(a)(ii) above shall be canceled or not renewed, Consultant shall purchase at its sole expense an extended discovery clause covering the period of three years after Work under this Agreement is completed.

(e) Should Consultant engage any Subconsultant(s), the same conditions as are applicable to Consultant under this Section 10 shall apply to each Subconsultant of every tier. However, Consultant shall keep Subconsultant's certificates of insurance on file, and shall produce same upon demand by Owner.

(f) Should Consultant fail to provide or maintain any insurance required by this Agreement, Owner may, at its sole discretion, after providing verbal notice to Consultant, purchase any insurance required under this Agreement and charge back such purchase to Consultant.

(g) At any time that the coverage provisions and limits on the insurance policies required under this Agreement do not meet the provisions and limits set forth above, Consultant shall immediately cease work on the Project. Consultant shall not resume work on the Project until authorized to do so by Owner. Any delay or time lost as a result of Consultant not having the insurance required under this Section 10 shall not entitle Consultant to receive additional compensation or a time extension.

(h) Notwithstanding any other provisions in this Section 10, Owner may require Consultant to provide, at Owner's expense, any other form or limit of insurance necessary to secure Owner's interests.



(i) Consultant shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented equipment, tools and materials used in Consultant's performance of the Work. The requirement to secure and maintain such insurance is solely for the benefit of Consultant. Consultant's failure to secure such insurance or to maintain adequate levels of coverage shall not render Owner or any other Additional Insureds, or their agents and employees, responsible for any such losses, and Owner, the other Additional Insureds, and their agents and employees shall have no such liability.

(j) Neither the procurement nor the maintenance of any type of insurance by Owner and Consultant shall in any way be construed or deemed to limit, discharge, waive or release Consultant from any of the obligations and risks accepted by Consultant, or be a limitation on the nature or extent of said obligations and risks.

(k) Consultant shall not violate, or permit to be violated, any term or condition of its insurance policies, and shall at all times satisfy Owner's safety requirements and any requirements of the insurance companies issuing such policies. Consultant shall take every reasonable precaution against injuries to persons or damage to property, and for the safety of persons engaged in performing the Work or doing any work in connection with the Project. Consultant shall establish and maintain safety procedures in connection with the Work as required by the New York labor law and regulations of the Occupational Safety and Health Act, as applicable.

#### **11. Authority of Owner**

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative(s), whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

#### **12. Entire Agreement**

This Agreement, including all Exhibits hereto, constitutes the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

#### **13. Consultant as Independent Contractor**

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

#### **14. Maintenance, Audit and Examination of Accounts**

Consultant shall, until the earlier of six (6) years after completion of the performance of

the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

**15. Acceptance of Final Payment; Release and Discharge**

Final payment shall be made to Consultant upon satisfactory completion and acceptance by Owner of the Work required under this Agreement, or all Work performed prior to the termination of this Agreement if terminated pursuant to Section 6 hereof, and upon submission of a certification that all Subconsultants have been paid their full and agreed compensation. The acceptance by Consultant of the final payment under this Agreement, or any final payment due upon termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever that Consultant, and/or its successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner prior to the date final payment is tendered by Owner. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Section 6 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 hereof.

**16. Covenants, Representations and Warranties**

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the Project to which the Work relates; and

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New

York of or any political subdivision thereof, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and any Subconsultant(s) used by Consultant in the performance of the Work hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of the Work, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner that is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance specified in Section 5 of this Agreement that may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work, and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner. Consultant shall comply with any reasonable request by Owner to remove and/or replace any of Consultant's personnel from the Project.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

## **17. Indemnity**

(a) Consultant shall be liable to, and shall indemnify Owner, each Member, officer, agent and employee of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims, losses, damages, expense, penalties, costs or other liabilities, including, without limitation, attorneys' fees, costs, disbursements and interest, arising out of the performance of the Work or Consultant's breach of this Agreement, including but not limited to any of the provisions set forth in Section 16 hereof, and Consultant agrees that it shall defend any suit or action brought against Owner or any Member, officer, agent or employees of Owner that is based on any loss or liability or alleged loss or liability indemnified herein.

(b) Consultant shall be liable to, and shall indemnify Owner and each of the Members, officers, agents and employees of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims made against any of the foregoing for infringement of any copyright, trademark or patent arising out of the use of any plans, designs and specifications furnished by Consultant in the performance of this Agreement.

**18. Confidentiality**

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

**19. Modification**

No modification, amendment, change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party to be bound.

**20. Waiver**

Except as otherwise provided in Section 15 of this Agreement, the parties may waive any of their rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of, or failure to enforce or exercise any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other breach or default, whether or not similar.

**21. Severability**

If any term or provision of this Agreement or the application thereof to any person or entity, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons, entities or circumstances other than those as to which it is held to be invalid or unenforceable, shall in no way be affected thereby and each term or provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

**22. New York Law/Forum Selection/Jurisdiction**

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant, any guarantor of the performance of its obligations hereunder (“Guarantor”) and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant’s address hereinabove set forth, to

Guarantor and any successor at the address set forth in the instrument of guaranty, and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

**23. Provisions Required by Law**

Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall read and shall be enforced as though such provision(s) and/or clause(s) were so included.

**24. Notices**

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a "Notice") from either party to the other shall be in writing and shall be deemed given when received by overnight mail or when deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth above. If to Owner, Notices shall be sent to the attention of [**HEAD OF DEPARTMENT**], with copies to the [**President & Chief Operating Officer and the General Counsel**] [**EITHER OR BOTH, AS APPLICABLE**], and if to Consultant, Notices shall be sent to the attention of [**NAME**], [**TITLE**]. Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof.

**25. Approval and Use of Subconsultants**

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, contractors or other third parties (collectively, "Subconsultants") in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations hereunder.

(b) Consultant shall be responsible for the performance of the Work of any Subconsultants engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Consultant and any Subconsultants. It is expressly understood and agreed that any and all Subconsultants engaged by Consultant hereunder shall at all times be deemed engaged by Consultant and not by Owner.

(c) The fees of any Subconsultant retained by Consultant to perform any part of the Work required under this Agreement shall be deemed covered by the compensation stipulated in Section 3 above. Consultant shall pay its Subconsultants in full the amount due them from the proportionate share of each requisition for payment submitted by Consultant and paid by Owner. Consultant shall make payment to its Subconsultants no later than seven (7) calendar days after receipt of payment from Owner. Consultant shall indemnify, defend and hold Owner harmless with respect to any claims against Owner based upon Consultant's alleged failure to make

payments to Subconsultants for Work under this Agreement.

(d) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement, wherein such Subconsultant shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subconsultants.

## **26. Employment and Diversity**

### **26.1. Definitions**

The following terms shall have the meanings set forth below for the purposes of this Article 26:

(a) “Certified Business.” A business verified as a minority or women-owned business enterprise by the Division or such other New York State agency authorized to make such certification.

(b) “Diversity Program.” The program by which Owner shall monitor Consultant’s compliance with the requirements set forth in (i) the MBE/WBE Required Participation Plan and (ii) the Utilization Plan.

(c) “Division.” The Division of Minority and Women’s Business Development of the New York State Department of Economic Development.

(d) “Director.” The Director or the Executive Director of the Division.

(e) “Directory.” The directory of certified businesses prepared by the Director for use by Owner and consultants in complying with the provisions of the Executive Law of the State of New York, Article 15-A.

(f) “MBE/WBE Required Participation Plan.” The plan previously submitted by a Consultant to Owner listing the certified MBEs and/or WBEs that the Consultant intends to use in the performance of this agreement in order to ensure that MBEs and WBEs are awarded a fair share of the total dollar value that is to be paid for the Work.

(g) “Minority Group Member.” A United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

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

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

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

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

(h) “Minority-owned Business Enterprise” (“MBE”). A business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least 51 percent owned by one or more Minority Group Members;

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

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

(4) an enterprise authorized to do business in the State of New York and is independently owned and operated.

(i) “Subcontract.” An agreement providing for a total expenditure in excess of \$25,000 for the performance of any portion of the Work between Consultant and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor’s obligation is undertaken or assumed.

(j) “Utilization Plan.” A plan previously submitted by Consultant to Owner that sets forth the proposed percentages of employees who are either Minority Group Members or women and who will be used by Consultant to perform the Work.

(k) “Women-owned Business Enterprise” (“WBE”). A business enterprise, including a sole proprietorship, partnership or corporation that is:

(1) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women;

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

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

(4) an enterprise authorized to do business in the State of New York and that is independently owned and operated.

**26.2. Equal Employment Opportunities for Minority Group Members and Women**

(a) During the performance of the Work, Consultant agrees as follows:

(1) Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status; shall undertake or continue existing programs of diversity to ensure that Minority Group Members and women are afforded equal employment opportunities without discrimination; and shall make and document its good faith effort to achieve prompt and full utilization of Minority Group Members and women at all levels and in all segments of its work force where deficiencies exist.

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

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

(4) Consultant and any Subconsultant shall be required to submit compliance reports in accordance with this Section 26 relating to their operations and the implementation of the Diversity Program in effect as of the date of execution of this Agreement.

(5) Consultant shall submit an EEO policy statement to Owner within seventy-two hours of notice from Owner of the awarding of this contract to Consultant. If Consultant does not have an existing EEO policy statement, Owner may provide to Consultant a model statement.

(6) For purposes of providing meaningful participation by MBE/WBE's for the Work and achieving the goals established herein, Consultant and its Subconsultants should reference the directory of New York State Certified MBE/WBE's found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Consultant and its Subconsultants are encouraged to contact the Division of Minority and Woman Business Development at (518) 292-5250, (212) 803-2414, or (716) 846-8200), to discuss additional methods of maximizing participation by MBE/WBE's on the Work.

(7) Where MBE/WBE goals have been established herein, Consultant must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide



meaningful participation by MBE/WBE's as Subconsultants or suppliers in the performance of the Work.

(b) Consultant shall include the provisions of subdivision (a) of this section in every Subcontract in such a manner that the provisions will be binding upon each Subconsultant as to the Work in connection with this Agreement's execution.

(c) Miscellaneous provisions:

(1) The provisions of this section shall not be binding upon Consultant or its Subconsultants in the performance of any other work or the providing of services, or any other activities that are unrelated, separate or distinct from this Agreement as expressed by its terms.

(2) The requirements of this section shall not apply to any employment outside New York State, or application for employment outside such state, or solicitations, or advertisements therefore, or any existing programs of diversity regarding employment outside New York State and the effect of contract provisions required by this section shall be so limited.

(d) Enforcement: the parties agree to be bound by provisions of Article 15-A of the Executive Law of the State of New York and by the regulations adopted pursuant thereunder.

### **26.3. Workforce Participation**

(a) Consultant is required to make good faith efforts to achieve the participation of [PERCENTAGE] percent ([##]%) Minority Group Members and [PERCENTAGE] percent ([##]%) women in the personnel utilized by Consultant in the Work as set forth in the Utilization Plan.

(b) To ensure compliance with this Section, Consultant shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Consultant shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(c) The participation for Minority Group Members and women employees must be substantially uniform throughout the work.

(d) Consultant shall not participate in the transfer of Minority Group Member employees or women employees from employer to employer or from project to project for the sole purpose of satisfying the participation goals above set forth.

(e) In achieving such participation, Consultant is required to make good faith efforts to find and employ qualified Minority Group Members and women supervisory personnel and staff.

(f) Consultant shall meet with Owner, and such other persons as Owner may invite, on a

periodic basis as required by Owner to discuss issues relating to Minority Group Members and women workforce participation. At such meetings, Consultant shall report on the names of its Subconsultants then engaged on the Project to which the Work relates or which within 60 days are scheduled to be engaged on such Project, on the nature of the work and anticipated schedule of Consultant and Subconsultants, on the anticipated hiring needs of Consultant and Subconsultants, on the names of the responsible supervisors directly employed by Consultant, and such information requested by Owner that will then promote the employment of Minority Group Members and women. Consultant shall use its best efforts to obtain the above information and shall, upon Owner's request, cause its Subconsultants to attend said meetings and provide the above information.

(g) Compliance reports with respect to the Utilization Plan ("Utilization Compliance Reports"), which shall be submitted to Owner's Diversity officer on a monthly basis and shall be in accordance with the following:

(1) Owner may require that Consultant submit Utilization Compliance Reports for the duration of this contract to Owner regarding Consultant's operation and implementation of the Utilization Plan portion of the Diversity Program in effect as of the date of execution of this Agreement.

(2) The Utilization Compliance Reports shall include information on any Subconsultant involved in the performance of the contract with regard to the Subconsultant's compliance with the Diversity Program.

(3) The Utilization Compliance Reports shall include, but are not limited to the following:

(i) a breakdown of the Subconsultants by ethnic background, gender or such other categories as may be required by Owner;

(ii) the actions the Consultant and Subconsultants have taken to meet the components of the Diversity Program;

(iii) how Consultant and Subconsultants intend to utilize participation of Minority Group Members and women in their workforce in connection with the performance of the Work and timetables therefor during the remainder of their performance of the Work.

(h) Any failure by Consultant to submit a required Utilization Compliance Report, including information on any of its Subconsultant's compliance, may be deemed a breach of contract with respect to this agreement.

(i) Consultant shall include the provisions of Section 26.3 in every Subcontract, and such provisions shall be binding upon each Subconsultant.

#### **26.4. Minority Business Enterprise (MBE) Participation and Women's Business**

## **Enterprise (WBE) Participation**

(a) Consultant shall make good faith efforts to attain the participation of [PERCENTAGE] percent ([##]%) MBEs and/or [PERCENTAGE] percentage ([##]%) WBEs in the total dollar value of the Work.

(b) The total dollar value of the Work for purposes of determining compliance with the MBE/WBE Required Participation Plan shall be calculated as follows:

(1) if an MBE and WBE is not the Consultant -- the dollar value of the Work subcontracted to MBEs and WBEs; provided, however, that where materials are purchased from an MBE and WBE that acts merely as a conduit for goods manufactured or produced by a non-MBE and non-WBE, only that portion of the price paid for such materials that will accrue as profit to the MBE or WBE and/or the Fee received by the MBE and WBE shall be included;

(2) if Consultant is a joint venture including one or more MBEs and WBEs as joint venturers -- the Fee multiplied by the percentage of the joint venture's profits (or losses) that are to accrue to the MBE and WBE joint venturer(s) under the joint venture agreement; and

(3) if an MBE and WBE is Consultant or where Consultant is a joint venture consisting entirely of MBEs and WBEs -- the Fee.

(c) Compliance reports with respect to the MBE/WBE Required Participation Plan ("MBE/WBE Compliance Reports") shall be required as follows:

(1) MBE/WBE Compliance Reports shall be submitted to Owner and shall include information with respect to:

(i) dividing the Work to be subcontracted into smaller portions, where economically and technically feasible;

(ii) actively and affirmatively making a good faith effort to solicit bids for subcontracts from qualified MBEs and WBEs identified in the directory of certified businesses available at the office of the Owner's Diversity Officer, including the circulation of solicitations to minority contractor associations. Consultant shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venture or subcontractor, the reasons for such decision;

(iii) making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review;

(iv) utilizing the services and cooperating with those organizations providing technical assistance to Owner in connection with the participation of MBEs and WBEs in the Project to which the Work relates;

(v) encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors where appropriate;

(vi) ensuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis; and

(vii) not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs where appropriate, and/or assisting in obtaining bonds and insurance for MBEs and WBEs where feasible.

(2) MBE/WBE Compliance Reports that shall be submitted to the Diversity Department on the monthly basis.

(3) MBE/WBE Compliance Reports shall also include, but not be limited to, the following information:

(i) the name, address and telephone number of each certified MBE and WBE that Consultant is using or intends to use to comply with the MBE/WBE Required Participation Plan;

(ii) a brief description of the contract scope of work to be performed for the Consultant by each certified MBE and WBE and the scheduled dates for performance;

(iii) a statement of whether Consultant has a written agreement with each certified MBE and WBE that Consultant is using or intends to use, and if requested, copies of such agreements;

(iv) the actual total cost of the contract scope of work to be performed by each certified MBE and WBE for this Agreement; and

(v) The actual amounts of any payments made by Consultant to each certified MBE and WBE as of the date the MBE/WBE Compliance Report was submitted.

(d) Consultant shall provide Owner with MBE/WBE and/or Workforce Monthly Utilization Reports, by the last calendar day of each month, in the form of Exhibit E hereto. Failure to provide such reports shall be an event of default of contractor's obligations pursuant to this Section.

(e) Consultant shall provide proof of payment to all subcontractors and materialmen in the form of a waiver of lien or cancelled check, with each request for payment. Failure to provide such

proof of payment shall be an event of default of contractor's obligations pursuant to this Section.

### **26.5 Failure to Comply**

(a) In accordance with 5 NYCRR §142.13, Consultant acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth herein or any other requirements set forth in this Article 27, such finding constitutes a breach of contract and Owner may withhold payment from the Consultant as liquidated damages.

(b) Such liquidated damages shall be calculated based on the actual cost incurred by Owner related to Owner's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified MBE/WBE programmatic goals and Diversity and Equal Opportunity compliance.

### **27. Responsibility**

(a) Consultant shall at all times during the Term of this Agreement remain responsible. Consultant agrees, if requested by Owner or Owner's designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) Owner or Owner's designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question Consultant's responsibility. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as Owner or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate officials or staff of Owner, this Agreement may be terminated by Owner or Owner's designee at Consultant's expense where Consultant is determined by Owner or its designee to be non-responsible. In such event, Owner or its designee may complete the contractual requirements in any manner it deems advisable, and pursue available legal or equitable remedies for breach.

### **28. Interest of Others**

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

### **29. Executory Contract**

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member,

officer, employee, lessee, consultant or agent of Owner or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim that may arise.

**30. Participation in International Boycott Prohibited**

Consultant agrees, as a material condition of this Agreement, that neither Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeited and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

**31. MacBride Fair Employment Principles**

If the amount payable to Consultant under this Agreement is greater than \$15,000, Consultant hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership in it, either have no business operations in Northern Ireland, or shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, as set forth in Section 165(5) of the New York State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

**32. Limitation Periods**

Any legal action or proceeding against Owner must be commenced no later than one (1) year after the earlier of: (a) the termination of this Agreement, or (b) the last day Consultant performed work physically at the site of the Work.

**33. Iran Divestment Act**

By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**34. Termination for Failure to Disclose Under NYS Finance Law §139k**

Owner reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Owner may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

**35. Comptroller's Approval**

If this Agreement is considered an eligible contract as defined by Title 2 of NYCRR Part 206, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered "eligible" as defined by Title 2 of NYCRR Part 206, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007).

**36. Binding Contract**

A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

**37. Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

**38. Section Headings**

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

**39. Subordination of Terms in the Exhibits**

In the event of a conflict of terms, the terms stated in Sections 1-39 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

**EXHIBIT D**

**LIST OF BPCA BOARD MEMBERS AND EMPLOYEES**

**BOARD MEMBERS**

Dennis Mehiel  
Donald Cappocia  
Martha Gallo  
Lester Petracca  
Hector Batista

**EMPLOYEES**

Curtis Afzal  
Elsa Alvarez  
Dana Anders  
Anthony Andriano  
Stephen Arciold  
Kathleen Bailey  
Marie Baptiste  
Brett Beecham  
Freddy Belliard  
Olivia Biller  
Emily Birdseye  
Nidia Blake-Reeder  
Lauren Bruggess  
Nancy Buivid  
Anthony Buquicchio  
Peter Campbell  
Monica Centeno  
Adam Choper  
Carlton Chotolal  
Deshay Crabb  
Gwendolyn Dawson  
Gilbert DePadua  
Paul Diaz-LaRui  
Tonasia Dopson  
Abigail Ehrlich  
Maria Ellison  
Richard Faraino  
Anitra Fauntleroy  
Joseph Ganci  
Julissa Garcia  
Lenron Goode  
Abigail Goldenberg  
Yasmin Gonsalves  
Neresa Gordon  
Ned Greenberg  
Evelyn Gregg  
Kelly Grogan

Robert Hansen  
Nicole Heater  
Sankar Heerah  
Sonia Henry  
Hector Herrera  
Craig Hudon  
Shari Hyman  
Kendall Jinwright  
Amy Jogie  
Benjamin Jones  
Joan Kanarkiewicz  
Roland Kemp  
Susie Kim  
Karl Koenig  
Betzayada Laboy  
Leandro Lafuente  
Michael LaMancusa  
Della Lee  
Triny Lima  
Renee Lopcy  
Luis Lopez  
Robert Maggi  
Evelin Maisonet  
Kevin McCabe  
Jonathan McCain  
Brenda McIntyre  
Princess McNeill  
Shinay McNeill  
Vanessa Mesine  
Ronnie Mohammed  
Bertha Narcisse  
Robert Nesmith  
Siu May NG  
Yoshihiro Nishida  
Anne O'Neill  
Kevin O'Toole  
Hector Oyola  
Willem Paillant  
Jonathan Parker  
Gladys Pearlman  
Dahlia Pena  
Churaman 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 Rosado  
Holly Ross  
Vincent Rossi  
Carlos Santiago  
Nicholas Sbordone  
Jean Schwartz  
Lindsey Senn  
Robert Serpico  
Rekha Sewraj-Kumar  
Sean Simon  
Kemnarine Singh  
Timothy Skipper  
Sarah Smedley  
Linda Soriero  
Bruce Spierer  
Nicole Stallworth-Roper  
Jerome Sturiano  
Brian Sutton  
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



**EXHIBIT E**

**COST PROPOSAL**

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Battery Park City Authority  
One World Financial Center - 24th Floor  
New York, New York 10281

Attention: Mr. Michael LaMancusa  
Contacts Administrator

Dear Mr. LaMancusa:

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the work for the **Webmaster Services** project.

**A. Cost Proposal**

A total not-to-exceed amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to perform all work associated with the Project and as described in Exhibit A ("Scope of Work) of the Authority's Request for Proposals ("RFP").

**B. Technical Salary Rates**

Enclosed with its Cost Proposal, Proposer has submitted a completed Form of Technical Salaries, showing labor rates for all trades, including all costs except overhead and profit. Prices shown include base hourly rates, overtime rates, insurance and benefits.

Name of Proposer:

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

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

Battery Park City Authority Request for Proposals

**EXHIBIT F**  
**FORM OF TECHNICAL SALARIES**

**TECHNICAL SALARY RATES**

Proposers shall provide all appropriate persons necessary to ensure the highest quality work. Proposers must furnish the names and resumes of all Project personnel. The rates listed below represent contract unit rates for the personnel as listed within the assigned categories. Invoicing will be based on actual hours worked multiplied by the unit rate. The unit rate is the actual salary times an auditable multiplier indicated below. The auditable multiplier shall be limited to the direct payroll burden itemized below, overhead (allowances as defined in list below) and a reasonable profit percentage as indicated below.

*Itemization of Direct Payroll Burden*

- |                                       |   |  |
|---------------------------------------|---|--|
| 1. F.I.C.A                            | <i>Project</i>                          | 18. Company Training Program                               |
| 2. Federal Unemployment Insurance     | 11. Major Medical Insurance             | 19. Employee Bonuses- non-principals and non- shareholders |
| 3. State Unemployment Insurance       | 12. Pension and Profit Sharing Plan     | 20. Travel and Meal Allowances – overtime work only        |
| 4. Worker’s Compensation              | 13. 401K Program (company contribution) | 21. Premium for Staff Overtime support or clerical work    |
| 5. Life Insurance                     | 14. Medicare                            | 22. Sick Time and Personal Days for employees              |
| 6. Accidental death and Disbursement  | 15. Long Term Disability Insurance      |  |
| 7. NYS Disability Insurance           | 16. Company Automobile Expenses         |  |
| 8. PL and PD Insurance                | 17. Tuition and Seminar Reimbursement   |  |
| 9. Group Hospitalization              |   |  |
| 10. Vacation time attributable to the |   |  |

(Attach table(s) to the Proposal Form)

<b>NAME</b>	<b>Title/Function</b>	<b>RATE Day / Hr</b>	<b># OF DAYS /Hrs</b>	<b>TOTAL</b>
		<b>(without Profit &amp; Multiplier)</b>		

**SUBTOTAL TECHNICAL SALARIES (w/o Profit & multiplier) \$** \_\_\_\_\_

**PROJECT MULTIPLIER =** \_\_\_\_\_

**PROFIT MARGIN =** \_\_\_\_\_ **%**

**TOTAL FEE = \$** \_\_\_\_\_

Proposer: \_\_\_\_\_ <Name of Company>

By: \_\_\_\_\_ <Printed Name of Executing Officer>  
Title:

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

**EXHIBIT G**

**Acknowledgement of Addenda**

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

**Complete Part I or Part II, whichever is applicable, and 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 RFP

**Part III**

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

Proposer's Authorized Representative:

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

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

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

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