

Request for Proposals (RFP)
Design, Planning & Engineering Consulting Services for
The Albany Skyway Project

December 2017



Section 1: Project Summary

Capitalize Albany Corporation is requesting proposals from qualified Respondents that specialize in road and bridge design, planning and engineering consulting services to complete Phase I of the Albany Skyway project – a transformative regional project that will ultimately result in the conversion of the underutilized northbound exit ramp from I-787 from Quay Street to Clinton Avenue into the Region’s first and only highline park. The subject property is a 0.5 mile (1,850 ft.) section of underutilized elevated interchange ramp, which is part of the I-787 infrastructure built between 1960 and 1980. Upon conversion, the former ramp would serve as a landscaped promenade, bike route, foot path and linear park making valuable connections, dramatically increasing accessibility to both downtown and waterfront.

The Albany Skyway Project will be located in the heart of downtown Albany, and the construction of the Skyway will help position Downtown as a regional cultural attraction. Completion of the project will also act as a catalyst to reclaim, reinvigorate and restore underutilized vehicular infrastructure and surrounding properties, while calling for design and engineering professional jobs and leading to temporary construction jobs and ongoing maintenance jobs. The Albany Skyway will enhance existing infrastructure using smart growth principles, supporting multi-modal transit by creating opportunities for walkability/bikeability. It will connect Downtown and the adjacent Arbor Hill and Sheridan Hollow neighborhoods to recreation at the regional waterfront destination and support Complete Streets policies.

Phase 1 of the Project consists of planning, traffic studies, environmental assessments, development of plans, surveys, mapping, impact assessments, public outreach and related feasibility study activities, as further outlined in Section 7 of this document. Phase I is intended as a starting point for what will ultimately be the phased final design and construction of a linear park. Schedule I provides existing condition photos and information.

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

All bidders are subject to the terms of the NYS Master Contract for Grants -- Standard Terms and Conditions, which can be found online at <http://grantsreform.ny.gov>. See also the attached Schedule A – “Notice to Contractors, Subcontractors, Suppliers and Vendors” and Schedule B – “Attachment A1 - Program Specific Terms and Conditions Environmental Protection Fund” for additional background.

Section 2: Background

The City of Albany, situated on the western bank of the Hudson River, is 21.8 square miles, contains a diverse population of 97,856 as of the 2010 census. Albany is the economic and cultural hub of the larger “Capital District”, a metropolitan area with a total population of over 1.1 million as of 2013.

Capitalize Albany Corporation (the “Corporation”) was established in 1979. The mission of the Corporation is “to facilitate strategic economic development and stimulate transformative investment throughout the City of Albany, making New York’s Capital a vibrant place to thrive.” As a catalyst for economic growth, Capitalize Albany Corporation facilitates transformational development projects, serving as the City of Albany’s economic development arm. A registered 501(c) (3) not-for-profit organization implementing programs and resources to create, retain, and attract business in the City of Albany. Powered by investors composed of Albany’s community and business leaders, Capitalize Albany manages and coordinates local economic development functions for the City of Albany. More information can be found on the Corporation’s website at www.capitalizealbany.com.

Section 3: Project Background

In September of 2014, Capitalize Albany Corporation and a consultant team led by Goody Clancy embarked on the development of a downtown tactical revitalization strategy, branded Impact Downtown. Impact Downtown is a market-driven, action-oriented strategy that positions Downtown, its adjacent warehouse district and waterfront as the ideal urban center.

As part of the existing conditions analysis for Impact Downtown, Downtown’s challenges and opportunities were identified. A unique, and so far underutilized, opportunity that arose from this analysis was to take advantage of one of Downtown’s greatest assets – the riverfront. Residents and visitors require additional access to the waterfront that is safe and encourages pedestrian/bicycle use. Impact Downtown identified priorities such as improving access to the Corning Riverfront, adding new destination activities and improved park facilities making Albany a true river city.

With these objectives in mind, the Impact Downtown team analyzed the northbound Clinton Avenue exit ramp from I-787. This analysis revealed that Clinton Avenue is relatively lightly used, redundant to other exits, and could offer much more to Albany as a landscaped multi-use path to Corning Riverfront Park. Thus, the full public release of Impact Downtown in mid-2015 first presented the idea for the Clinton Square-Corning Riverfront Park “high-line” connection, which the Corporation is now referring to as the Albany Skyway.

Section 4: Project Goals and Desired Outcomes

Recently, there has been significant community interest in reimagining I-787 and providing additional access to the waterfront. The Albany Skyway presents an immediate solution by reclaiming underutilized highway infrastructure for a pedestrian and bicycle-friendly use that connects Downtown and adjacent neighborhoods to the waterfront – all with the goal of improving quality of life in the neighborhoods next to the Albany Skyway and boosting the local economy.

The key goals of the project are:

- a. To build broad support within adjacent neighborhoods and among the full range of public officials, agencies, business leaders, and other key stakeholders.
- b. To provide cost estimates, a framework plan, and a conceptual design that (combined with broad support) provides a platform for obtaining funds for the phased final design and construction of the Albany Skyway.

To help us achieve these goals, the selected Consultant team must specialize in road and bridge design, planning and engineering consulting services as well as provide expertise and leadership in community engagement to complete Phase I of the Albany Skyway project, as further outlined in Section 7.

Section 5: Project Duration

Respondents are advised that the anticipated project duration is four to six months from contract execution. **Respondents should confirm their scope of work can be completed within this time frame.**

Section 6: Scope of Work

The components outlined below should serve as a guide to the development of proposed services. Respondents should identify which of the following services their firms are qualified and prepared to provide. The Respondent's proposal shall define specific services according to the Respondent's approach and how said services will be approached in a phased project. Please note, at a later date, the Corporation may supplement the contract to include construction design, construction inspection and construction support services. Construction support may include providing technical support during construction on questions relating to the design and providing assistance in construction bid proceedings, analysis of bids and review of shop drawings. Construction inspection may include providing on-site construction inspection and oversight to ensure quality of construction and conformity with the final plans and specifications and preparation of as built plans.

The current scope of work is comprised of the below tasks:

Task A: Site Assessment and Feasibility- The selected Consultant team will provide a detailed electronic survey of the site that shows topography, property lines, land ownership, utilities, and easements. The selected Consultant will communicate with relevant agencies and departments as required to conduct this assessment. Consultant shall conduct site visits and field reviews as necessary to verify existing geometric features, structures, drainage, signage, striping, and other features. Consultant will document the conditions observed during these visits through photos, videos, field notes, and field measurements. The selected Consultant team will also identify all factors that would influence the redevelopment of the site including but not limited to: zoning, air rights, regulatory reviews, building code requirements, adjacent site constraints, property ownership, easements, encroachments, views, noise, access points, and connectivity to public transit and existing bicycle paths.

Task B: Traffic Impact Study- In conjunction with related entities or stakeholders, the selected Consultant team shall conduct a full traffic impact study examining the capacity and safety impacts the Albany Skyway Project will have on the transportation system, specifically, I-787 and the city roads that the interstate interacts with; whether the Project will meet the transportation standards of both the City of Albany and the State of New York for roadway capacity and safety; and any other relevant data examining pedestrian/bike access, safety and feasibility. As part of this task, the selected Consultant will provide an alternate route design.

Task C: Planning and Preliminary Design- The selected Consultant team will present existing project conditions and potential needs; fully clarify and quantify a general course of proposed action; identify and evaluate with engineering analyses the feasible and reasonable solutions to all Project needs and deficiencies; and fully document the engineering analyses, preliminary design, and the project delivery plan, to guide implementation of the project. Please note: the final project design must meet Federal standards and satisfy the requirements of the National Environmental Policy Act (NEPA).

Task D: Social, Environmental and Economic Impact Analysis- the selected Consultant team must provide the Corporation with the necessary elements for assessing the environmental, economic and social impacts of the Albany Skyway Project, including but not limited to: tourism, job creation/retention, neighborhood connectivity, health impacts, tax revenue, local business attraction/retention and the Project's alignment with established local and regional plans. Survey will be conducted of hazardous materials in the ground and on the structures. This will include a Phase I assessment of the entire corridor and a Phase II assessment that will cover all or a portion of the corridor. The selected Consultant will prepare a cost estimate for potential site remediation. The selected Consultant will also assess hydrology along the corridor, and suggest options for increasing infiltration rates and augmenting stormwater retention. The selected Consultant shall complete all other analyses as required for NEPA compliance.

Task E: Develop at least two alternative preliminary engineering drawings/development scenarios, that include proposed points of public and ADA access for pedestrians and bicyclists, which address security and privacy, expansion into adjacent parks or other public property, provision of parking (if necessary) and other program requirements, with estimated costs. To the extent possible, scenarios should be guided by sustainable design precepts. Consultant shall evaluate alternatives to qualitatively compare cost, connectivity, safety, construction phasing, environmental impacts, right of way, and any utility relocation requirements.

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

Task G: Staff anticipates designing and conducting public engagement meetings to address public concerns and ideas for the design and implementation of the proposed project. Consultant shall attend all public outreach meetings; which are anticipated to be a minimum of three (3). These meetings may include City officials, business leaders, neighborhood associations and various regional stakeholders. These meetings may be held outside of normal working hours or held on the weekend. The Consultant will be required to prepare materials for the public engagement meetings, such as printed materials and electronic files of color schematics of design options and other images and documents suitable for presentation. Input gathered from outreach meetings may contribute to the proposed concept design.

Task H: Final Design Document- A Final Design Report must be prepared in conformance with NYS and FHWA requirements for the Albany Skyway to document: existing project conditions and needs; engineering considerations and design alternatives; social, economic and environmental impacts and associated mitigation measures. A Final Design Report will need to include: Cover; Project Approval Sheet; List of Preparers; Table of Contents; Chapter 1 - Executive Summary (Introduction, Purpose and Need, Alternatives Being Considered, Alternatives Effect on Environment, Cost and Schedules, Preferred Alternative, Opportunities for Public Involvement); Chapter 2 – Project Context (Project History, Transportation Plans and Land Use, Transportation Conditions, Deficiencies and Engineering Conditions; Chapter 3 – Alternatives (Alternatives Eliminated from Further Study, Feasible Build Alternatives, Engineering Considerations); Chapter 4 – Social, Economic and Environmental Conditions and Consequences (Introduction, Social, Economic, Environmental); Appendices (Accident Summary, Pedestrian Generator Checklist, Soil Boring Log, Short EAF and FEAW, Environmental Correspondence, Asbestos, Contaminated Materials, Screening Report, Ram/Bridge Load Rating, Traffic Study, Plans, Profiles, and Typical Sections). The Consultant shall prepare materials that can be used to present the proposed conceptual design to multiple audiences in a vivid, easily understandable format. These materials should include images that demonstrate what a walk or bike ride on the Skyway would look like.

Task I: The selected Consultant, without additional expense from Capitalize Albany Corporation, shall be responsible for obtaining any necessary permits or approvals and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the project.

PLEASE NOTE:

- Project documents (plans, specifications, etc.) must be stamped by a licensed NYS professional and should include complete specifications and drawings for the subject work. Project drawings should include, but not be limited to, site plans, elevations, sections and details. Each drawing must be adequately labeled to identify significant features, materials and finishes; existing conditions and proposed work must be appropriately noted. In addition, drawings may include special notes complementing the technical specifications.

- During the course of the project, conditions may warrant changes to the accepted contract documents. The scope of any single change, or the cumulative effect of several changes, may warrant the creation of as-built drawings at the close of the project.
- The review of EPF project documents involves correspondence between State Parks and the grant recipient and/or project consultant. Partial or complete draft project documents shall be submitted to State Parks staff for technical review. This review may result in recommended revisions; once revised, draft documents shall be resubmitted for review and comment, with the process continuing until a complete draft bid package has been reviewed and accepted. Upon approval, State Parks will request additional copies of the draft to be stamped “Accepted for Grant”; one copy will be returned to the grantee and made available at the construction site.
- The length of time needed to conduct a full review averages four weeks, depending on the complexity of the project, the completeness of the documents and the number of projects concurrently under review. This time allowance must be taken into consideration when planning the project schedule.

Section 7: Minimum Requirements

The minimum qualifications of the Respondent shall include, but not be limited to:

1. Have capable and demonstrable experience consulting and engaging with public/private entities as it relates to highway, road and bridge design, planning and engineering consulting services.
2. Have a minimum of five (5) years of experience performing or providing services of this type.
3. All interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings.
4. Located and authorized to do business in the United States.

Section 8: Proposal Requirements

Based on a RFP release date of December 7, 2017 respondents shall submit one (1) printed original and three (3) printed copies of their proposal, as well as an electronic (.pdf) copy no later than **5 p.m. EST, Friday, January 12, 2018** to:

Andy Corcione
Economic Developer
Capitalize Albany Corporation
21 Lodge Street
Albany, New York 12207
development@capitalizealbany.com

Proposals shall be submitted in 8 ½ x 11 inch bound format (11 x 17 inch fold outs for diagrams or spreadsheets are acceptable). The proposal must be submitted in a sealed envelope, the outside of which must be marked as follows: **“Proposal Enclosed – Albany Skyway Design, Planning & Engineering Consulting Services”**. All submitted proposals will be held, unopened, until **5 p.m. EST, Friday, January 12, 2018**.

Responses to this RFP must include the following information:

A. Letter of Submittal

The Respondent's proposal shall contain a cover letter of submittal acknowledging the Respondent's understanding of, and the requirements set forth by this Request for Proposals (RFP). The letter must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship. The letter should also contain the name and complete contact information for the principal.

B. Team Profile, Qualifications and Experience

The Respondent shall include the following:

1. Information on the Respondent, including the legal name, year firm was established, and a brief description of the company.
2. Names and contact information for specific staff members who are anticipated to be assigned to the project including Project Manager, proposed Project Principal, support team and sub-consultants, their role and anticipated time devoted to the project, and a detailed resume listing their individual work experience in this role on similar projects. Respondents may provide an organizational chart indicating roles of all individuals involved in this project.
3. Overview of the Respondent's client history and description(s) of similar work conducted. List at least three similar or comparable projects completed by the Respondent. Similar projects would include: urban linear park and/or large scale urban park projects and road, bridge and highway design and construction inspection and support services, in particular those projects at the master plan/conceptual design stage. Ideally, some projects will include complex engineering, drainage, and planting components.
4. Description of the experience of the firm, and in particular of the Project Manager, Lead Designer, Lead Engineer and other designated staff members, in successfully executing projects of similar type and scale. Provide project experience on similar projects for the Project Manager, support team, and sub-consultants. Include the contract amount for each project and the current status of the project. Indicate whether proposed Respondent team members supported the project, and what the initial project budget was as compared to final project cost, if available.

C. Project Approach, Scope of Work and Deliverables

For each of the services the Respondent is seeking to provide, the proposal shall address the scope of services referenced in Section 7 above, including a complete description of the Respondent's proposed general approach, methodology, strategy, and typical schedule. The Respondent should include a work plan, including all general project requirements, proposed tasks, services and activities necessary to accomplish the scope of work outlined above. The work plan should be divided into various phases proposed to accomplish the project, with itemization of tasks to accomplish the proposed scope (as identified in Section 6 of this RFP), proposed deliverables for each task, and a proposed schedule for completion of each deliverable. Respondent shall include an estimated number of meetings and an estimated number of hours needed for each task. The Respondent should provide detailed examples of each of the Respondent's proposed deliverables – such as those outlined in Section 6 of this RFP – to be submitted under the proposed contract.

D. Cost Effectiveness

The Respondent's submission should include proposed costs for the project broken down with a separate cost for each task identified in the scope of work within Section 6. This estimate should include compensation and billing rates and include an estimate for reimbursable expenses. State any exclusions, assumptions, or qualifications to the proposal. Negotiation on fee structure may be part of the selection process.

E. References and Quality of Performance History

The Respondent shall provide a minimum of three (3) professional references for which they have provided work similar to the work proposed for this project within the past three (3) years.

F. Equal Employment Opportunity and MWBE (certified Minority and Women-owned Business Enterprises)

In keeping with requirements for funding from the New York State Office of Parks, Recreation and Historic Preservation, Capitalize Albany Corporation shall be responsible for carrying out or causing to be carried out a program for providing for Equal Employment Opportunity (EEO) and Minority and Women-Owned Business Enterprise (M/WBE) participation in this project based on the requirements of the New York State Office of Parks, Recreation and Historic Preservation and the Environmental Protection Fund, as more fully delineated in the attached Schedule B – “Attachment A1 - Program Specific Terms and Conditions Environmental Protection Fund”. MWBE Respondents are encouraged to submit proposals. The Respondent shall indicate if they are a MWBE certified firm, and all firms shall be prepared to provide a draft MWBE Utilization Plan as part of this procurement process.

The State has established a goal for MWBE participation of 13% MBE and 17% WBE totaling 30% Minority and Women-Owned Businesses combined. The lowest bidder must submit, either with their bid or within seven business days of notification of selection, a Grants MWBE Utilization Plan, Contractor’s Solicitation Log and documentation that NYS Certified Minority and Women-Owned Business Enterprises (MWBEs) were contacted during preparation of said bid. Participants that do not submit the Grants MWBE Utilization Plan, Contractor’s Solicitation Log and evidence of their good faith efforts will be deemed non-responsive and their bid may be rejected. Evidence of good faith efforts is contact by certified mail, follow-up with phone contact and a summary of all contact and results. Prior to the award of a contract to the lowest bidder; review and acceptance of the bid summary and all MWBE documentation by State Parks is required. See the attached Schedule C – Minority/Women Owned Business Enterprises Summary” for additional detail. The “Grants MWBE Utilization Plan” and “Contractor’s Solicitation Log” are also attached to this Request for Proposals as Schedule D and E respectively. The attached Schedule F – “Cumulative Payment Statement - Grants Form” is required throughout the duration of the project.

G. Vendor Responsibility Questionnaire

Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communications between a Vendor and Capitalize Albany Corporation during the procurement process. A Vendor is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by Capitalize Albany (“restricted period”) to other than Capitalize Albany designated individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Only email inquiries are allowed. The designated individuals for this RFP are Andy Corcione and Ashley Mohl at development@capitalizealbany.com.

Upon selection, for all contracts that equal or exceed \$100,000, the contractor will be required to submit to the State a Vendor Responsibility Questionnaire: Construction – For-Profit. The questionnaire can be found online at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. For any contracts which exceed \$15,000, Capitalize Albany requires the questionnaire to be submitted directly to Capitalize Albany. Capitalize Albany reserves the right to terminate this contract in the event it is found that any information provided by the Vendor in the questionnaire was intentionally false or intentionally incomplete. Upon such finding, the CAC may terminate the contract by providing written notification to the Vendor in accordance with the written notification terms of the contract.

H. Non-Collusive Bidding Certification

Additionally, in accordance with New York State Public Authority Law Section 287, each Respondent

is required to complete and submit a “Non-Collusive Bidding Certification” with their proposal. Please find the required form attached to this RFP (see “Schedule G”).

Section 9: Additional Submittal Requirements

A. Principal Contact and Information Requests

The principal points of contact for all matters relating to this RFP, including any inquiries, are: Andy Corcione and Ashley Mohl at development@capitalizealbany.com. All inquiries regarding the RFP must be submitted in writing **on or before 5 p.m. EST, Friday, December 15, 2017**. No response to inquiries after this date will be guaranteed. Responses to inquiries will be posted to the Capitalize Albany website at www.capitalizealbany.com.

An information session is scheduled for **Tuesday, December 19, 2017 at 3 p.m. EST**. In order to participate in the information session, an e-mail request must be submitted to development@capitalizealbany.com by **Friday, December 15, 2017 at 5 p.m. EST**. This webinar is exclusively for representatives of licensed firms in the fields of design/planning/engineering that have a bona fide interest in responding to this RFP. The e-mail request must indicate how the Respondent meets the minimum qualifications described in Section 7 of this RFP. Only Respondents that meet the minimum qualifications will be admitted to the information session. Details on the webinar log-in instructions for the information session will be provided by **Monday, December 18, 2017** to firms that have registered.

B. Unnecessarily Elaborate Responses

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the Corporation.

C. Incomplete Documents

Each Respondent is responsible for having determined the accuracy and/or completeness of the data upon which it relied in making its proposal, and has an affirmative obligation to notify the Corporation immediately upon discovery of an apparent or suspected inaccuracy. If a successful respondent proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the submitted proposal of which it is aware but has not notified the Corporation, that respondent must perform any work described in such missing or incomplete documents at the respondent's sole expense and at no additional cost to the Corporation. A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. Capitalize Albany Corporation staff will not merge, collate, or assemble proposal materials.

D. Rejection of Proposals

The Corporation reserves the right at its sole discretion to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals without penalty.

E. Costs to Propose

All costs incurred in the preparation of the submittal and participation in the selection process is the sole responsibility of the Respondent.

F. Other Reserved Rights

All information submitted becomes property of Capitalize Albany Corporation. The Corporation reserves the right to issue supplemental information or guidelines relating to the RFP as well

as make modifications to the RFP during the proposal preparation period. Once the RFP is submitted, specific staff of the Respondent may not be changed without written notice to and consent of the Corporation. Respondents should note that the Corporation is a public benefit corporation subject to New York State's Freedom of Information Law (FOIL) – Respondents should conspicuously mark any sections of their proposal, which they consider proprietary. The Corporation makes no warranty to Respondents about whether such marked information is not releasable in accordance with FOIL.

G. Insurance and Indemnification

To the fullest extent permitted by law, the Respondent, its agents and assigns, shall defend, indemnify, and save harmless the Corporation as well as the Corporation's officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) or other liabilities of any kind and character which arise out of or result from work under this engagement, other than claims for the Corporation's own gross negligence. The indemnification shall survive the expiration or earlier termination of this engagement.

Upon selection, the successful Respondent will be required to procure and maintain at its own expense insurance coverage including at minimum: workers' compensation and employer's liability insurance; general liability insurance with limits not less than \$1,000,000; professional malpractice insurance and/or errors and omissions insurance with limits not less than \$1,000,000 issued by an insurer licensed to do business in the State of New York; and automobile liability insurance, all naming the Corporation as additionally insured.

No work shall commence under the contract(s) until the selected consultant has delivered to the Corporation or its designee proof of issuance of all policies of insurance required by the contract. If at any time, any of said policies shall be or become unsatisfactory to the Corporation, the selected consultant shall promptly obtain a new policy and submit proof of insurance of the same to the Corporation for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided – and detailed in contract negotiations – the contract may, at the election of the Corporation, be declared suspended, discontinued or terminated. Failure of the selected consultant to procure and maintain any required insurance shall not relieve the selected consultant from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected consultant concerning indemnification.

H. Conditions of Submittal

Respondents are responsible for reviewing and certifying compliance with the Corporation conditions of submittal. Capitalize Albany Corporation will make no allowance or concession to any bidder for any alleged misunderstanding of this RFP.

I. Conflicts of Interest

Neither the Respondents nor any other entity directly engaged by the Respondent shall have other interests which conflict, in reality or perception, with the interests of Capitalize Albany Corporation or the Project. The Respondent shall make written inquiry of all of its vendors, contractors and subconsultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to Capitalize Albany Corporation of such conflict of interest, the Corporation, in its sole discretion, may grant a written waiver for the particular respondent or a related entity.

Section 10: Evaluation and Selection Process

A. Evaluation of Respondent's Proposal

Proposals will be evaluated upon the following nine criteria by Capitalize Albany Corporation staff and presented to the Board of Directors:

1. Qualifications and experience of the Respondent with similar projects, including experience with highway, road and bridge design, planning and engineering consulting services;
2. Qualifications and experience of the specific staff assigned to the project;
3. Demonstrated capacity through previous work analyzing and providing a detailed study, recommendations and a detailed implementation plan regarding large scale urban park projects and road and bridge projects or other such transformative projects or plans;
4. Demonstrated understanding of the Project and awareness of the economic, social and environmental conditions in the City of Albany, New York and the greater Capital Region;
5. Demonstrated capacity to communicate complex information creatively, efficiently and effectively with diverse stakeholders;
6. Demonstrated ability of the Respondent to meet strict deadlines;
7. Quality and completeness of the proposal for design, planning and engineering consulting services;
8. Cost effectiveness of the proposal, including the fees to be charged by the Respondent; and,
9. Quality of references.

The selection of a Design, Planning and Engineering Consultant will not be based solely on the amount of fees to be charged by the Respondent. Considerable weight will be given to each of the criteria listed above.

B. Clarification of Proposal Contents

Corporation Staff may contact the Respondent for clarification of any portion of the Respondent's proposal.

C. Selection

The selection of the Design, Planning and Engineering Consultant will be made by the Board of Directors of Capitalize Albany Corporation.

D. Notification

All Respondents will be notified in writing as to the whether they were selected or not selected as eligible to provide services to Capitalize Albany Corporation.

E. Professional Services Agreement

Final selection of a Respondent is tentatively scheduled for **January 2017**. The selected Respondent and the Corporation will negotiate professional services agreements including, but not limited to final scope, work plan, deliverables, and cost. All contracts will follow the Capitalize Albany Corporation procurement policies and guidelines in compliance with State of New York, NYS Office of Parks, Recreation and Historic Preservation and the Environmental Protection Fund requirements. The final agreement may also include additional services identified and agreed upon by both parties during the negotiation period. The agreements shall be governed by and construed according to the Laws of the State of New York and any disputes arising from the agreements shall be heard in a court of competent jurisdiction in the State of New York.

For more information on the Corporation's professional services procurement policies, please see the Corporation's policy manual (www.capitalizealbany.com).

Section 11: RFP and Consultant Selection Schedule

The following project timeline is provided for scheduling information; however it is subject to change at the discretion of the Corporation:

RFP Issue Date	December 7, 2017
Information Session	December 19, 2017
Proposal Submittal Deadline	January 12, 2018
Notify Consultants Selected to Interview (if requested)	week of January 15, 2018
Interviews (if requested)	week of January 22, 2018
Selected Consultant Notified	week of January 29, 2018

Section 12: List of Attachments

- Schedule A – Notice to Contractors, Subcontractors, Suppliers and Vendors
- Schedule B – Attachment A1 – Program Specific Terms and Conditions Environmental Protection Fund
- Schedule C – Minority/Women Owned Business Enterprises Summary
- Schedule D – Grants MWBE Utilization Plan Form
- Schedule E – Contractor’s Solicitation Log Form
- Schedule F – Cumulative Payment Statement – Grants Form
- Schedule G – Non-Collusive Bidding Certification
- Schedule H – Legal Notice to Bidders
- Schedule I – Existing Conditions: Photos and Diagrams

SCHEDULE A

NOTICE TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND VENDORS

NOTICE: Contractors, subcontractors, suppliers and vendors

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. All contracts and subcontracts for the project are subject to the terms of the NYS Master Contract for Grants -- Standard Terms and Conditions (*MCG*), which can be found online at <http://grantsreform.ny.gov>, and Attachment A-1 (*A-1*) or Attachment A-2 (*A-2*), attached hereto.

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of \$100,000. *MCG IV(B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the Master Contract, (2) that nothing can impair the rights of the State under the Master Contract, and (3) that nothing in the subcontract creates a contractual relationship between the subcontractor and the State. *MCG IV(B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000. *MCG IV(B)(4)*
- Non-discrimination requirements *MCG IV(I) and A-1 I(I)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of \$25,000:
 - The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
 - The Contractor 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;
 - The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *MCG IV(J)*
- MWBE requirements *MCG IV(J) and A-1 I(H)* or, if the project uses federal funds, DBE requirements *MC I(V) and A-2 II(E)(I)* [or other guidance provided by the federal agency providing funding]
- Wages and Hours Provisions *MCG IV(Q)*
- New York State business requirement *A-1 I(G)*
- Worker's Compensation and Disability Benefits Insurance coverage *A-1 II(E)*

SCHEDULE B

ATTACHMENT A1 – PROGRAM SPECIFIC TERMS AND PROGRAM SPECIFIC TERMS AND
CONDITIONS ENVIRONMENTAL PROTECTION FUND

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND**

I. Agency Specific Terms and Conditions

- A.** The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page. Document submission and inquiries should be directed to the Regional Grant Administrator for the Contractor's county of operations.
- B.** For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.
- C.** **Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.
- D.** **Special Conditions and Requirements** specific to the project, including the timeline for submission of required documents and reports, are contained in Attachment C (Work Plan).
- E.** **Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(B) of this Master Contract.
- F.** **Procurement.** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
 - 1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.
 - 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures **and/or documentation of the specific procurement process used for those expenditures.**
- G.** The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and describe New York State businesses used and the value of subcontracts and supply contracts.

H. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) Participation.

1. General Provisions

a. The New York State Office of Parks, Recreation and Historic Preservation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Parks, Recreation and Historic Preservation, to fully comply and cooperate with the New York State Office of Parks, Recreation and Historic Preservation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section 7 hereof or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation hereby establishes New York State certified minority-owned business enterprises (“MBE”) participation and New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs as defined in the bidders documentation provided at the time of solicitation. After contract approval, MWBE Contract Goals as defined on the approved utilization plan will be endorsed to determine compliance for the contract term.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2.a. hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Office of Parks, Recreation and Historic Preservation for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. The Contractor shall comply with the following provisions of Article 15-A:

1) Each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2) The Contractor shall submit an EEO policy statement to the New York State Office of Parks, Recreation and Historic Preservation within seventy two (72) hours after the date of the notice by New York State Office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.

3) If the Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Office of Parks, Recreation and Historic Preservation may provide the Contractor or Subcontractor a model statement.

4) The Contractor's EEO policy statement shall include the following language:

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

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

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

iv. The Contractor will include the provisions of Subdivisions (i) through (iii) of this Subsection 4) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, 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 Contract.

- c. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
4. MWBE Utilization Plan
- a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 2.a of this Attachment.
- c. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Office of Parks, Recreation and Historic Preservation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.
5. Waivers
- a. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to New York State Office of Parks, Recreation and Historic Preservation.
- b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Office of Parks, Recreation and Historic Preservation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- c. If the New York State Office of Parks, Recreation and Historic Preservation, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the New York State Office of Parks, Recreation and Historic Preservation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
6. Quarterly MWBE Contractor Compliance Report. The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages – MWBE Participation

a. Where New York State Office of Parks, Recreation and Historic Preservation determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the New York State Office of Parks, Recreation and Historic Preservation liquidated damages.

b. 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.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Office of Parks, Recreation and Historic Preservation, the Contractor shall pay such liquidated damages to the New York State Office of Parks, Recreation and Historic Preservation within sixty (60) days after they are assessed by the New York State Office of Parks, Recreation and Historic Preservation unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Office of Parks, Recreation and Historic Preservation.

I. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

J. Termination. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

K. Documents submitted to the State may be subject to disclosure under the Freedom of Information Law.

L. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

M. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App.

Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor for the project will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive.

- O. MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
- P. Procurement Lobbying.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
- Q. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
- R. Iran Divestment Act.** By entering into this agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of this contract, should the State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the State 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 Act within 90 days after the determination of such violation, then the State shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The State reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

II. Program Specific Terms and Conditions

- A.** Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law, and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.
- B. Retroactive funding.** Notwithstanding the provisions of Section III(A)(2) of this Master Contract, program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.
- C.** Notwithstanding the provisions of Section III(C)(4) of this Master Contract, the State will **withhold ten percent (10%)** of the Contract Funding Amount identified on the face page of this Master Contract as security until all terms and conditions of this Master Contract have been satisfied by the Contractor to the satisfaction of the State.
- D. Project Sign.** At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment C (Work Plan).

E. Public Benefit Requirements.

- 1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:
 - a. Afford the public reasonable access to or use of the project as specified by the State;
 - b. Not impose a fee for use of or access to the project without the prior written approval of the State;
 - c. Own or hold by lease or maintain and operate the project as specified by the State;
 - d. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;
 - e. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and
 - f. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.
- 2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment C (Work Plan).

3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, “disposed of”) or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal fair market value and reasonably equivalent usefulness and location to that being disposed of or converted, and such other additional requirements as shall be required by the State.
 4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.
- F.** It is the Contractor’s responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation and Disability Benefits Insurance coverage for any employees, or proof of exemption from the New York State Workers’ Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.
- G. Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.
- H. Preservation of Historic Properties.** It is the public policy and in the public interest of the State to preserve New York’s historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.
- I. Planning Requirements.**
1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
 2. Any documents developed under this Master Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.
- J. Construction Requirements.** If the Project described in this Master Contract includes construction, the following shall apply:
1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Master Contract,

and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

K. Post-Completion Requirements. Following completion of the project, the Contractor shall be responsible for maintaining project records. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

SCHEDULE C

MINORITY/WOMEN OWNED BUSINESS ENTERPRISES SUMMARY

MINORITY/WOMEN OWNED BUSINESS ENTERPRISES SUMMARY

The following procedures shall be followed to satisfy the requirements of the Omnibus Procurement Act with regard to the procurement of subcontractors and suppliers.

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

Empire State Development
Division Minority and Women's Business Development
Albany, NY 12245
Phone: (518) 292-5250
<https://ny.newnycontracts.com> (MWBE Directory search)

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

- (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;

- (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
- (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
- (4) an enterprise authorized to do business in this state and independently owned and operated.

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

- (a) Did the contractor submit a completed, acceptable utilization plan and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?
- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?

IV. Utilization Plans

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization plan on forms to be provided by the STATE. The utilization plan shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization plan and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include;
 - (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - (3) other information which the STATE determines to be relevant to the utilization plan.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractors receipt of a notice that the statement of remedy was untimely or inadequate.

- (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization plan may request a waiver at the same time it submits its utilization plan. If a request for waiver is submitted with the utilization plan, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
- (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization plan does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.
- (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization plan, at least to the extent indicated in the plan.

V. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization plan or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

VI. Reports.

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

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

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization plan and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;
 - (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

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

SCHEDULE D

GRANTS MWBE UTILIZATION PLAN FORM



GRANTS MWBE UTILIZATION PLAN

Section 1: Grant Project Information

Grant Contract Number:	MWBE Goals Assigned:	Grant Program: (Please check all that apply) CFA EPF RTP OTHER _____
Description of Project:	Total Dollar Value of Grant Award: \$ Total Cost/Value of Grant Project: \$	Is this project part of a multi-phase Contract? Yes No Select if this is the final phase of the project.
Amount of non-discretionary purchases associated with this grant project: \$ (e.g. purchases made under NYS Contract, a city/county/municipal/village contract, operating expenses such as salary, forced account labor, rent, and acquisitions of land).		If federal funds are being used for a portion of this grant project please indicate the amount: \$

Section 2: Grant Recipient Information

Name of the Grant Recipient:	Contact Person:	Telephone Number:
Street Address:	City, State, Zip Code:	E-Mail Address:

Section 3: Prime Contractor (IF APPLICABLE)

Name and Address of Prime Contractor:	Contact Person:	E-Mail Address:
FEIN:	Telephone Number:	Certified NYS MWBE? Yes No If yes: MBE WBE
Total Cost/Value of this Contract: \$		

Section 4, 5, 6 MUST be completed on page 2

APPROVALS

FOR NYS OPRHP USE ONLY:

Approved	Approved as Noted	Rejected	MBE: _____% MBE \$ _____	WBE: _____% WBE \$ _____
Notes:				
Authorized Signature:				Date

Section 4: Certified MWBE sub contractors/suppliers/vendors that the Grant Recipient intends to use

Certified MWBE Subcontractors / Suppliers Name, Address, Telephone Number and E-mail Address	MBE	WBE	Federal ID Number (FEIN)	Description of Subcontracting / Supplies	Total Contract Value of Subcontracting /Supplies

Section 5: Grant Recipient’s Affirmation and Signature

Pursuant to Executive Law Article 15-A, as the grant recipient, I will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

Authorized Signature of Grant Recipient:	Date:	Print Name and Title:
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Section 6: Prime Contractor’s Affirmation and Signature (IF APPLICABLE)

Pursuant to Executive Law Article 15-A, my firm will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

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

CONTRACTOR’S SOLICITATION LOG FORM

New York State Office of Parks, Recreation and Historic Preservation

Contractor's Solicitation Log

Project No: _____ Region: _____ Date Submitted: _____ Page _____ of _____

Contractor/Firm Name & Address: _____ County: _____

_____ Contact Person: _____

_____ E-Mail: _____

_____ Telephone No: _____

	Firm Name Address, City, State, Zip Contact Person	Program	Telephone No Fax No E-Mail Address	Date of Contact Follow-up Date	Deadline Response Date	Method(s) of Contact	M / WBE Response Code	Bidder Action Code
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Response Codes:

11 - Submitted Written Quote
12 - Submitted Verbal Quote
13 - Negotiating With Prime
14 - Developing Quote

Bidder Action Codes:

21 - Not Certified for Item(s)
22 - Location Unacceptable
23 - No Price Agreement
24 - No Time For Bid
25 - Schedule Unacceptable

Bidder Action Codes:

31 - Selected
32 - Unavailable
33 - No Longer in Business
34 - Undeliverable

Method of Contact:

35 - Unreachable
36 - Unresponsive
37 - Not Selected

Method of Contact:

41 - Mail
42 - E-Mail
43 - Phone
44 - FAX

45 - Face to Face

Program:

MBE
WBE
DBE
Other

SCHEDULE F

CUMULATIVE PAYMENT STATEMENT – GRANTS FORM

MWBE PAYMENT STATEMENT - GRANTS

INSTRUCTIONS: As a condition of the contract awarded, this form is to be properly completed by the primary contractor and submitted with each payment application indicating ALL subcontractors and suppliers utilized on the project.

Section 1: Grant Project Information						
Grant Contract Number:	MWBE Goals Assigned:			Total Dollar Value of Grant Award: \$		
Name of the Grant Recipient:	Description of Project:			Total Cost/Value of this Contract: \$		
Section 2: Prime Contractor						
Name of Prime Contractor:	Contact Person:			Certified NYS MWBE? Yes No		
Section 3: Payment Report						
Sub Contractors/ Suppliers Name & Address	Designation (Please check all that apply)	FEIN	Total Dollar Value of Contract	Payments This Reporting Period Only	Total Payments made to MWBE to Date	
	MBE WBE Supplier Sub	FEIN:				
	MBE WBE Supplier Sub	FEIN:				
	MBE WBE Supplier Sub	FEIN:				
	MBE WBE Supplier Sub	FEIN:				

DECLARATION: Under penalty of perjury, I attest as follows: I certify that I am a representative of the above-stated Contractor and that I am authorized to make this DECLARATION on behalf of the Contractor. All information stated on this Payment Statement is true and correct. Payments stated on this form were made by the Contractor for work actually performed by the subcontractor(s) and/or supplier(s) listed, including MWBE. The Contractor has complied with all contract provisions and laws, including those related to use of MWBEs, equal opportunity and affirmative action.

Signature of Contractor:	Date:
Print Name and Title	

FOR NYS OPRHP USE ONLY:	DOLLAR VALUE	% of TOTAL AWARD
Total value of contract for services and/or supplies assigned to MBE:		
Total value of contract for services and/or supplies assigned to WBE:		
Total overall dollar value and percent-age of contract assigned to MWBE		

MWBE PAYMENT STATEMENT - GRANTS *Extension Pages*

Contract No.

[illegible]

SCHEDULE G

NON-COLLUSIVE BIDDING CERTIFICATION

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor_____

Address_____

Street

City, Town, etc.

Telephone_____ Title_____

If applicable, Responsible Corporate Officer

Name_____ Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By_____
Name

Name

Title

Title

Address_____

Street

Address_____

Street

City State

City State

SCHEDULE H

LEGAL NOTICE TO BIDDERS

Legal Notice to Bidders

Funding for this project comes in part through an EPF grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Under Article 15A, Executive Law, the State of New York is committed to providing **Minority and Women Owned Business (MWBE)** equal opportunity to participate in government contracts. The following goals have been set for this project: 13% of the contract value for MBE's and 17% of the contract value for WBE's. The successful bidder may be required to furnish an EEO policy statement, staffing plan, and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

SCHEDULE I

EXISTING CONDITIONS: PHOTOS AND DIAGRAMS

Request for Proposal – Design, Planning & Engineering Consulting Services
Capitalize Albany Corporation

Environmental Protection Fund: Parks, Preservation and Heritage Grants Attachment





RAILROAD BRIDGE



PROJECT TERMINUS AT BROADWAY



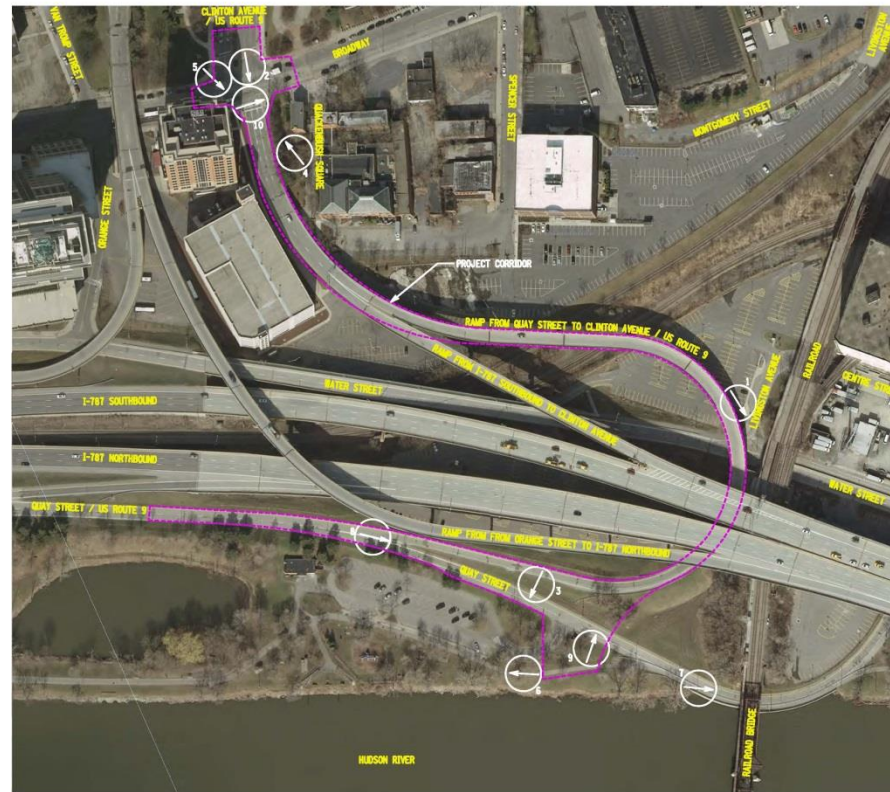
VIEW FROM EXISTING RAMP



VIEW FROM QUACKENBUSH SQUARE



VIEW FROM WALLENBURG PARK



MOHAWK/HUDSON BIKE HIKE TRAIL



MOHAWK/HUDSON BIKE HIKE TRAIL



RAMP TO CLINTON AVENUE



QUAY STREET CROSSING



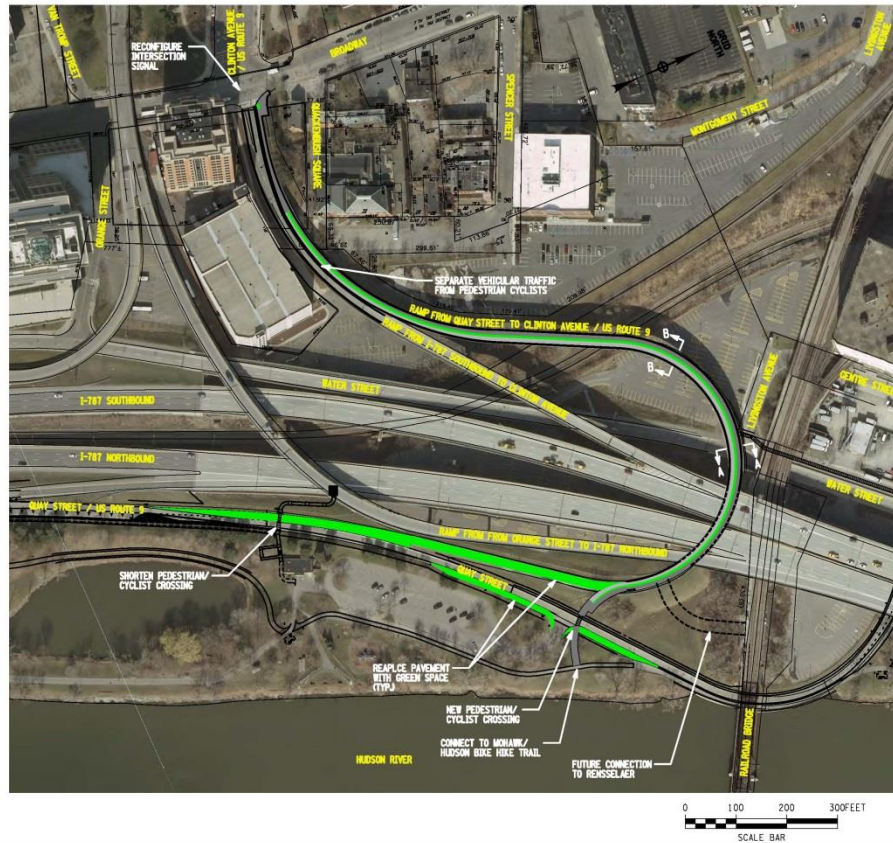
NORTH ALONG BROADWAY



ALBANY
2030
your city. your future.

ALBANY SKYWAY-EXISTING CONDITIONS





VIEW FROM B-B



VIEW FROM A-A (PROPOSED)



VIEW FROM A-A



ALBANY
2030
your city. your future.

ALBANY SKYWAY-SCHEMATIC SITE PLAN

