REQUEST FOR PROPOSALS (RFP)
Concept and Schematic Designs for The Riverline, Buffalo, NY
(EPF #180842, DL&W Linear Park and Multi-Use Trail Design)

RFP Release: 3/18/2020
Pre-proposal Webinar: 4/8/2020
Questions on RFP due: 4/17/2020
Responses to Questions Posted: 4/24/2020
Final Proposals Due: 5/29/2020
Finalists Selected and Contacted to Schedule Interviews: 6/12/2020
Design Team Selected and Contract Negotiations Commence: 6/26/2020

INTRODUCTION
The Western New York Land Conservancy (The Land Conservancy) is seeking proposals for design services for landscape architecture as well as engineering and environmental services as necessary to meet the project approach proposed by the responding design team. The Western New York Land Conservancy has secured grant funds from the New York State Office of Parks, Recreation and Historic Preservation under the 1993 NYS Environmental Protection act for these services. This Request for Proposals (RFP) is part of reimagining The Riverline, a nature trail and greenway being developed on a former elevated rail corridor adjacent to downtown Buffalo and the Buffalo River. This RFP is available to any design team that wishes to submit a response. All submittals shall respond to the information requested herein.

INQUIRIES
Any questions regarding this RFP shall be submitted in writing by 5:00 PM EDT on April 17, 2020. Unwritten questions and any verbal responses and/or comments will not be binding. The questions and their answers will be posted on the Land Conservancy website at http://wnylc.org/theriverline by end of day on April 24, 2020. Any questions should be directed to the Land Conservancy Project Manager via e-mail at theriverline@wnylc.org.

PRE-REGISTRATION AND PRE-PROPOSAL WEBINAR
Interested firms are encouraged to register through theriverline@wnylc.org to receive updates, amendments and clarifications that may impact responses to this RFP. In addition, a pre-proposal webinar will be held on April 8, 2020. Firms registering at theriverline@wnylc.org will receive the log-in details via email.

SUBMITTAL DEADLINE
Interested firms shall submit one electronic copy of its proposal in Adobe Acrobat PDF format by 5:00 PM EDT on May 29, 2020. Submissions shall be directed to the Project Manager via e-mail at theriverline@wnylc.org. All submission requirements are listed below in the RFP. Responses submitted after the deadline will not be considered.

THE LAND CONSERVANCY RESERVES THE RIGHT TO AMEND THESE DATES, DEADLINES AND TIMES AS NECESSARY. IN NO CIRCUMSTANCE WILL THE DEADLINES BE ACCELERATED. IN THE EVENT OF A MODIFICATION OR DELAY OF THE LISTED TIMELINES, ALL REGISTERED FIRMS WILL RECEIVE NOTICE IN AS TIMELY A MANNER AS POSSIBLE.
BACKGROUND
The Western New York Land Conservancy is an accredited, regional not-for-profit land trust that permanently protects land with significant conservation value in Western New York for the benefit of future generations. We envision a future in which open spaces, wildlife habitat, working lands, and scenic beauty are cherished and protected as part of the landscape and character of Western New York.

Western New York is home to some of North America’s most important natural treasures. Our region encompasses two Great Lakes, Niagara Falls, and the Niagara Gorge. It includes the Appalachian foothills to the south, vast networks of meandering rivers and streams, and impressive stretches of forests. Our farm soils are some of the most fertile and productive in the world. All of this natural wealth surrounds cities and villages that are becoming more vibrant each year and is set in the context of our Great Lakes watershed, home to 21% of the world’s surface fresh water.

Having traditionally been a rural focused organization, the Land Conservancy has recently launched its first project within the City of Buffalo: the creation of The Riverline (www.theriverline.com) a nature trail and greenway on the former DL&W rail corridor running 1.5 miles from Canalside in downtown Buffalo to the Buffalo River. This project will help the Land Conservancy connect a broader constituency to nature, including working class communities and communities of color which have traditionally faced systemic barriers to access and inclusion in nature and nature-based organizations. The Community Vision Plan for the nature trail and greenway aspires to create an inspiring community gathering place alive with the history and voice of the surrounding neighborhoods. It will be a vibrant, safe, and welcoming space for people of all ages, abilities, and backgrounds to connect with each other, with nature, and with the waterfront throughout the year, that will become the focal point of a revitalized community and a restored ecosystem.

Beginning in November 2018, the Land Conservancy hosted an International Design Ideas Competition for the project. We had nearly one hundred proposals from individuals and teams from the region and from every continent except Antarctica. In addition to a professional jury, over 2,000 people provided input into the community choice award. The jury included: Charles Davis II, Assistant Professor of Architectural History and Criticism, University at Buffalo; Ken Greenberg, Principal of Greenberg Consultants/ author of Walking Home – the life and lessons of a city builder; Sara Heidinger, President of the Old First Ward Community Association/ co-owner Undergrounds Coffee House & Roastery; Chris Reed, Founding Director of Stoss Landscape Urbanism/ Professor in Practice of Landscape Architecture and Co-Director of the Master of Landscape Architecture in Urban Design Program at the Harvard University Graduate School of Design; Robert Shibley, Professor and Dean of the University at Buffalo School of Architecture and Planning/ UB Campus Architect/ Senior Fellow at the UB Regional Institute; Cathleen Chaffee, Chief Curator of the Albright-Knox Art Gallery; Ana Traverso-Krejcarek, Manager of the High Line Network, at Friends of the High Line. Kishore Varanasi, AICP, a Boston based urban designer, strategist, innovator, teacher and a principal at cbt, served as Design Ideas Competition Adviser. Anthony Armstrong co-founder and partner at Make Communities, served as Project Manager and Community Engagement Consultant. Additional information regarding the competition and the winning entries as chosen by the jury, and the community choice awards, is available at wnylc.org/theriverline.

The Land Conservancy intends for this project to showcase and promote the natural and ecological heritage of Western New York including the protection, ecological restoration, and promotion of natural areas and wildlife habitat; the prioritization of plants and plant communities native to Western New York; a commitment to create landscapes that require limited long-term maintenance; the use of sustainable stormwater management; and the limited use of impervious surfaces.

The project is also currently engaged in the process of developing an equitable planning framework to ensure local residents and communities that have been marginalized by systemic barriers benefit from the development of the nature trail and greenway. The framework is preliminarily focused on five priority areas that have been identified through outreach and engagement efforts as key considerations for this project and similar projects across the United States: housing, economic access and development, social capital and capacity, cultural and artistic inclusion, nature access and engagement. Programs, policies, projects and design associated with the trail are expected to adhere to and implement the equitable development strategies.

Ultimately, The Riverline will help create a cohesive waterfront and downtown as it contributes to a healthy, inclusive, and opportunity rich city with vibrancy in every neighborhood.
On the edge of downtown Buffalo, wildlife is reclaiming an unused rail corridor. This former rail line runs for a mile and a half on a mostly elevated berm though the center of Buffalo’s industrial past, connecting the city’s history with the future of the communities along its length.

The Riverline corridor travels from Canalside and the Niagara Frontier Transportation Authority (NFTA) train sheds at the DL&W terminal in downtown Buffalo to the Buffalo River across from a new solar panel manufacturing facility at Riverbend. The corridor runs through the Old First Ward, Perry, and Valley neighborhoods. The entire rail corridor, except for the streets that cross it, is currently owned by the NFTA. The NFTA-owned parcels total approximately 40 acres.

The DL&W rail corridor — short for the Delaware, Lackawanna, and Western Railroad Company — has been known locally as the ‘Del’. It connected Buffalo to Hoboken, New Jersey, and transported both freight and passengers between the East Coast and the Great Lakes. It operated from the mid-1800s to the mid-1900s.

The history of the land surrounding The Riverline corridor is long and storied, involving indigenous heritage, waves of immigration, economic innovation, and working class residents of various backgrounds, races and ethnicities who contributed to the building of Buffalo and the United States.

Long prior to colonization, the Buffalo River was an important part of the Haudenosaunee Native American people’s lands. During the rail line’s heyday, the Buffalo River was a hub for shipping and industry. Towering grain elevators – a Buffalo-based invention presaging the Bauhaus movement and the International Style – and factories lined its shores. The working class neighborhoods surrounding the river quickly developed.

Like many “rust belt” cities, these communities and Buffalo as a whole experienced a decline in the latter half of the 1900s. Shipping routes and methods changed, public policy favored new suburban development, industries closed, and people left. The Old First Ward, Perry and Valley neighborhoods experienced population decline, systemic disinvestment and abandonment. The Buffalo River was left polluted and inaccessible.

But, after billions of dollars of public, private, and not-for-profit investment, the communities surrounding The Riverline and much of the city have been experiencing an exciting rebound over the last decade. At Riverbend, across the Buffalo River from The Riverline, the western hemisphere’s largest solar panel manufacturing facility houses Tesla and Panasonic. A massive contaminated sediment cleanup and habitat restoration effort has made six miles of the Buffalo River cleaner than it has been in generations. Thousands of people paddle along the river during the summer, and new bars, restaurants, and housing have popped up along its shores.

New parks and kayak launches in the Old First Ward and the Valley, including Erie County’s Red Jacket Natural Habitat Park, Mutual Riverfront Park, and River Fest Park, connect people to the river. Canalside on the waterfront in downtown and outdoor recreation amenities on the Outer Harbor attract hundreds of thousands of visitors annually. A new bike trail connects Canalside to the Outer Harbor along the Ohio Street Greenway through the Old First Ward. Nearby attractions at Larkinville, Silo City, Riverworks, the Barrel Factory, Harbor Center, the Cobblestone District, the Heritage Discovery Center, the Pierce Arrow Museum, the Seneca Buffalo Creek Casino and other attractions bring millions more visitors.

And more is planned for these communities to fully activate the potential they hold. The DL&W terminal, just beyond The Riverline’s western terminus, is slated to become a new stop in the region’s metro rail system, and will be renovated to include multiple new uses. Many new businesses and entertainment venues are in the works in surrounding neighborhoods. Along the Buffalo River, new shoreline habitat restoration projects continue to improve the ecology of the river, new paddlesport launches are already planned and being implemented through the Buffalo Blueway Initiative. A new Waterways Center is envisioned and in the early planning stages. New parks and kayak launches in the Old First Ward and the Valley, the western hemisphere’s largest solar panel manufacturing facility houses Tesla and Panasonic. A massive contaminated sediment cleanup and habitat restoration effort has made six miles of the Buffalo River cleaner than it has been in generations. Thousands of people paddle along the river during the summer, and new bars, restaurants, and housing have popped up along its shores.

The Riverline corridor itself has changed in recent decades. Trains stopped running on the corridor in the 1960s, the historic iron and wooden bridges that once crossed city streets have been removed, yet two iconic bridges remain – a side-by-side double tracked bridge that crosses an active rail line near Red Jacket Natural Habitat Park, and half of a former lift bridge that once crossed the Buffalo River. The corridor offers spectacular views of historic grain elevators, downtown Buffalo, active railroad lines, and the Buffalo River. Nature is reclaiming much of the corridor, and it now serves as a green oasis in the middle of a busy city.
**Project Vision**
The new trail and greenway will be an inspiring community gathering place alive with the history and the voice of the surrounding neighborhoods. More than just a trail, the reimagined rail corridor will be a vibrant, safe, and welcoming space for people of all ages, abilities, and backgrounds to connect with each other, with nature, and with the waterfront, throughout the year. The trail and greenway will be the focal point of a revitalized community and a restored ecosystem.

The project will follow the guiding principles:
1) Respect the character and history of local communities and increase quality of life for residents
2) Embrace and enhance nature that thrives along the corridor
3) Provide different kinds of recreational uses and programming year round
4) Create connections to existing assets while planning for future projects, needs and growth
5) Design with long-term use, maintenance and safety in mind
6) Serve as a catalyst for additional investment and opportunity

*The Community Vision Plan is available at wnylc.org/theriverline.*

**Project Principles**

1) **Respect the character and history of local communities and increase quality of life for residents**
   - Celebrate the heritages of the neighborhoods - the Haudenosaunee, the industrial and railroad history, and the working class character - through design elements, interpretive features and signage, programming, events, storytelling, and art.
   - Design each area of the trail to fit the context of the surrounding neighborhood; ensuring privacy and screening for closely populated areas, while creating activity centers and larger gathering places for appropriate events in less densely populated areas.
   - Partner to produce public art and wherever possible engage local artists to complement the stories of the neighborhoods and the people who live there.
   - Minimize the impact of potentially disruptive elements to the local neighborhood, such as traffic, parking and noise, and determine if additional infrastructure improvements (i.e., sidewalks, signage and road redesigns) and regulatory changes (i.e., revised traffic or parking restriction modifications) can enhance the livability of the neighborhoods.

2) **Embrace and enhance nature that thrives along the corridor**
   - Emphasize nature, increasing biodiversity and ecosystem health and improving water quality along the length of the corridor.
   - Retain and reinforce native trees, shrubs, grasses, and wildflowers — keeping as many mature trees as feasible — while removing non-native invasive plant species.
   - Create observation points that allow visitors to take in scenes of the plants and animals along the trail and adjacent parks.
   - Facilitate river access and fishing spots where possible, and create connections where direct access from the corridor is not present, in coordination with the Buffalo Blueway initiative.
   - Create awareness of the wildlife that resides within the corridor through information resources (such as signage or web-based platforms) and through programming and tours.
   - Study the potential of soil contamination along the rail bed and develop implementation strategies to mitigate or remediate any potential negative impacts of disturbing the existing conditions.

3) **Provide different kinds of recreational uses and programming year round**
   - Explore parallel or separated trails for bicyclists and pedestrians.
   - Provide areas of respite for those who would like to relax, enjoy views, and watch nature.
   - Ensure that unique features like the half bridge and double bridge are given special treatment, and that there are opportunities to view the river, the city skyline, remnants of our industrial heritage, and the active rail lines from the trail.
   - Create innovative play spaces for children on or adjacent to the trail.
   - Consider creating spaces for larger group activities or events, away from closely populated areas.
   - Explore the potential of creating concession areas where trail users can find refreshments.
   - Plan for ‘nature breaks’ by providing access to washroom facilities.
• Create lighting that doesn’t detract from natural beauty and that respects neighbors.
• Develop programming that meets a wide range of interests and proactively seek out groups that may not have ready access to nature and the trail.
• Keep the trail open year-round and test design ideas that accommodate sledding, snowshoeing, cross-county skiing, or ice-skating.
• Ensure access and meaningful experiences for those with differing abilities, striving for universal access.

4) Create connections to existing assets and plan for future projects, needs and growth

- Plan for trail connections to other parks and public spaces throughout the neighborhoods, connections from the trail to nearby areas and attractions such as Canalside, the Outer Harbor, Silo City, the Heritage Discovery Center, and Larkinville, and other potential connections as the area continues to redevelop.
- Provide wayfinding signage that helps users navigate to nearby parks, trails, water access, business districts, and other amenities.
- Explore ways to improve walkability in the neighborhoods so residents can access the trail and other trail users can access neighborhood destinations.
- Where appropriate for future transit expansion plans, allow for the potential addition of active rail along the corridor between the downtown DL&W terminal and Louisiana Street. This western section should be designed as a potential “rail-with-trail.”
- Consider the ways in which this corridor fits within and connects to a broader vision of a regional trail system, including the Niagara River Greenway, the Buffalo River Greenway, the Buffalo Blueway, the Queen City Rail Trail, and the Empire State Trail.
- Connect to Buffalo’s emerging on-street bicycle network, including the South Park bike lanes which connect to the Tesla facility and to South Buffalo.
- Promote the corridor’s potential as a commuter route for people walking and bicycling. Work with employers along its length and at its end to create awareness and trail use.

5) Design with long-term use, maintenance and safety in mind

- Design the trail in ways that promote safety and discourage improper use (such as by implementing Crime Prevention Through Environmental Design principles).
- Carefully consider access points and how they contribute to activity levels in the neighborhood, as well as perceptions of security on the trail.
- Employ a mix of visual screening techniques and open vistas to retain privacy for residents but avoid a sense of isolation on the trail.
- Create the trail with materials that are inviting and durable, minimizing maintenance needs while remaining an approachable and well-used destination.
- Engage multiple constituencies throughout each neighborhood adjacent to the trail and beyond. Creating a sense of ownership and pride in the trail will help prevent misuse.
- Develop partnerships that will keep frequent “eyes” on the trail, whether in the form of regular community activities, or in the form of rangers or trail guides.
- Plan and budget for upkeep and maintenance needs at the outset, before the trail is even built, and have clear roles, responsibilities, and expectations for partners engaged in its stewardship.
- Consider pedestrian and cyclist safety at street-crossings along the trail and throughout the surrounding neighborhoods.

6) Serve as a catalyst for additional investment and opportunity

- Continue to engage local residents and community members in all stages and phases of the development and operation of the trail.
- Ensure local residents have a presence in infrastructure and investment decisions that will impact their neighborhoods.
- Target employment opportunities and recruiting for jobs created through the development and operation of the trail within the adjacent neighborhoods.
- Work directly with the City, County, and State to ensure policies that allow local residents to benefit from reinvestment in the surrounding neighborhoods and prevent residential displacement.
- Complete trail connections to provide access to job centers and local commercial districts while spurring investment in commercial areas within the neighborhoods.
- Build partnerships with schools, universities, non-profits, and businesses to create spin-off job and business opportunities within the local community.
- Coordinate with local tourism promotion industries to maximize the potential to draw visitors and the time and money they spend within the neighborhood.
PROJECT SCOPE & DELIVERABLES

The following is an outline of the general scope of services and process anticipated for completing the project. The Land Conservancy is seeking a design team to develop the concept and schematic designs for The Riverline.

Upon selection, the design team will work closely with the Land Conservancy to develop a detailed scope of work for site assessment, design, and community outreach, and engagement. They will negotiate a mutually acceptable fee and project schedule.

The geographic project scope includes 40-acres of NFTA-owned parcels along the 1.5-mile corridor, as well as possible connections and extensions in the broader project area. As part of a regional trail network currently being considered, and in the context of on-street facilities and networks, connections, linkages and alternative configurations to address existing and potential barriers to project execution must be considered.

Anticipated project elements include:

Pre-Design

The Consultant will meet with the Land Conservancy as required to coordinate start of work and review all existing relevant project information to ensure the project approach and vision remains consistent with community and client priorities.

The Consultant will coordinate with the Land Conservancy regarding requirements for geotechnical investigations and other base data necessary to complete the scope of services. Information not currently compiled yet necessary to the scope of services will need to be provided by the Consultant, the Land Conservancy and/or its partners and additional consultants as negotiated.

Community Understanding and Engagement

Community engagement will be coordinated and led by the Land Conservancy staff and an external consultant, however, the selected design team will play an active role in preparing materials, participating in and integrating feedback from public engagement. In additional, prior to any substantive design work, the consultant will:

- perform a site visit of the corridor and surrounding communities
- meet with key constituencies and an existing project committee comprised of agencies, organizations, public officials, and neighborhood residents
- participate in three community-based meetings organized and promoted by the Land Conservancy (one each in the Old First Ward, Perry and Valley neighborhoods) and input gathering sessions which build on previous and ongoing outreach, visioning and feedback that has taken place since 2017.
- prepare presentations and exhibits as needed for these meetings and for the project website
- log and answer any questions that may arise of the design process and approach and gather and respond to input provided
- respond to digital inquiries referred by the Land Conservancy
Concept Design
The Consultant will prepare a minimum of three (3) conceptual designs for The Riverline.

Each concept shall:
   a. reflect the design vision, goals, and principles; and the key concepts from the design ideas competition
   b. incorporate best management practices for sustainable design and construction. Showcase and promote the natural and ecological heritage of Western New York demonstrating competence and commitment to the following conservation design principles: the protection, ecological restoration, and promotion of natural areas and wildlife habitat; the prioritization of plants and plant communities native to Western New York that require limited long-term maintenance; and the use of sustainable stormwater management and the limited use of impervious surfaces.
   c. ensure connections to adjacent parks, trails and the waterfront, the proposed network of on-street greenways and bicycle infrastructure as well as possible features and amenities within the context of the surrounding geography and land use
   d. consider connections and linkages beyond the project site, with particular attention to the DL&W terminal and Canalside, the Outer Harbor, Larkinville, the African American Heritage Corridor, and Buffalo Blueways.
   e. consider locations of trail and park entrances and access implications on existing communities and amenities, including both primary and secondary entrances to the corridor.
   f. explore the potential for additional recreational amenities adjacent to the corridor.
   g. consider comfort stations and respite areas along the corridor that provide, for example, restrooms and nursing stations.
   h. accommodate the potential for future consideration of light rail along the corridor, with particular attention to the western most section of the corridor between the DL&W terminal and Louisiana Street.
   i. consider year-round uses and access, including winter uses in a cold-weather climate.
   j. reflect the context of the three identified sub-areas: the Del, the Junctures, and the Basswoods, as well as the context of surrounding neighborhoods, blocks and parcels.
      1. The Del, closest to downtown and running through the Perry and Old First Ward neighborhood, those the most urban of the sections, The Del evokes ideas of nature, bucolic surroundings and open spaces, and inspires quietude and wanderlust.
      2. The Junctures, alludes to the social and cultural connections that can be expected at gathering places and points of crossing and evokes the rail history throughout the corridor.
      3. The Basswoods is a section of the trail with relatively dense tree cover, that evokes nature, mystery, quietude, and wonder.
   k. comply with all applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and all current applicable State and local codes.
   l. consider Crime Prevention Through Environmental Design guidelines or similar practices.
For each concept, the Consultant will also:

a. include a preliminary cost, schedule and phasing recommendations associated with each concept design
b. outline advantages and disadvantages of the concept designs
c. identify and define any encroachments or property acquisitions (and an assessment of the difficulty of obtaining interests in stated properties) that must be addressed and permits that will be required
d. identify and define any necessary coordination with utilities
e. define the necessary easements to construct The Riverline as conceived within the identified corridor and adjacent and feasible parallel or nearby parcels.

The Consultant will work with representatives of both the Land Conservancy and host governments throughout the project. Preliminary designs and project renderings will be submitted to the Land Conservancy throughout the preliminary design phase for review, comment, modification and approval on a minimum of a monthly basis.

The Consultant will present the three concepts at an additional set of public meetings organized and promoted by the Land Conservancy, one in each of the three neighborhoods, as well as one larger general public meeting and will provide necessary files and documentation for digital public feedback.

Based on this feedback and Land Conservancy guidance, the Consultant will work with the Land Conservancy to advance a preferred concept design, inclusive of the elements required above and inclusive of construction schedule and estimated construction costs.

This preferred concept will once again be presented in a series of community meetings organized and promoted by the Land Conservancy in the Old First Ward, Perry and Valley neighborhoods as well as to the project committee and additional governmental and constituent agencies and to the general public for feedback and comment.
Schematic Design
Consultant will refine the concept plan, develop preliminary design details, make preliminary material and product selections as applicable, and prepare a preliminary opinion of probable cost of construction, securing and coordinating engineering services including civil, structural, mechanical, electrical, and hydro-engineering as necessary.

This schematic design should also be accompanied by:

- an overall phasing plan dividing the length into sections with logical termini, plan would provide an implementation prioritization recommendation including potentially dividing project elements into separate phases – such as trail, landscaping/ habitat, lighting, bridge into separate phases.
- development of a trail/ project design criteria which is desired to be adhered to throughout the project (material, depth, width, design standard, landscaping/ habitat percentage, emergency access, interval of trail elements, etc.)
- identification of specific property acquisitions and uses; including, for instance, temporary easement, permanent easement or full acquisition.
- Identification of permits needed and anticipated cost to produce the permits
- cost estimates for on-going maintenance.

The design refinements will be documented appropriately in a set of 30% design documents to include a general site plan, grading plan, drainage plan, irrigation plan, lighting plan, planting plan, structural details and calculations. These design documents, upon approval by the Land Conservancy, its partners and the NFTA, will serve as the basis for preparing final design and construction documents.
PROPOSAL REQUIREMENTS

Consultants will be evaluated on the basis of overall experience, approach to design, the composition of the design team and cost. The proposal process is designed to allow the Consultant to present sufficient information on its company, services and capabilities to enable the Land Conservancy to complete a selection process. Please include sufficient detail to understand clearly your company’s ability to provide the requested services.

The Land Conservancy intends for this project to showcase and promote the natural character of Western New York. Although portions of the project may need to look more formal, the Land Conservancy does not seek to create a formal, manicured park. Applicants should demonstrate competence and commitment to the following conservation design principles: the protection, ecological restoration, and promotion of natural areas and wildlife habitat; the prioritization of plants and plant communities native to Western New York that require limited long-term maintenance; and the use of sustainable stormwater management and the limited use of impervious surfaces.

Responders should indicate that your response remains valid and accurate for at least ninety (90) days. All responses must contain the following information:

A. Cover Letter and Disclosure Statement
   1. Name, address, e-mail address and telephone number of the Consultant submitting the proposal.
   2. Summary of the Consultant’s interest in the Project.
   3. A disclosure statement listing all potential conflicts of interest related to this Project. This disclosure statement must be addressed specifically in your response, even if no conflict exists.
   4. The percentage and dollar amount of the proposed fee that will be paid to certified MWBE vendors.
   5. A statement indicating whether you and/or any of the principals or officers of your business have been debarred or found to be a non-responsible bidder in New York or any other state.
   6. A statement indicting if your employees are legally entitled to work in the US.
   7. A statement indicating that prevailing wage has been applied to any applicable tasks and/or portions of the cost proposal.
   8. The cover letter must be signed by an official authorized to find the Applicant.
   9. Completed Section 139-D, Statement of Non-Collusion in bids to the State.
B. Experience & Qualifications
1. The Contractor must clearly demonstrate experience performing similar tasks as detailed in this RFP and demonstrate that they employ the staff and subcontractors with requisite skills and knowledge.
2. Provide a list of the design team’s experience with similar projects of this size and quality during the past ten (10) years.
3. The design team should include experience with landscape architecture, urban design, transportation planning, utility systems and civil engineering (including green stormwater infrastructure), and experience across all phases from planning and concept design through contract documents and construction bidding.
4. Provide three profiles of past project experience for similar work with contact information for references. Include photo(s), brief description of the project, and statement of the scope of work your firm or team completed.

C. Design Approach
1. Respondents should include a short narrative, no longer than two (2) pages describing its design approach to this project and other items it recommends the Land Conservancy consider that are not explicitly covered in this RFP. Consultant should take this opportunity to ensure the Land Conservancy is taking full advantage of its expertise.
2. Respondents should demonstrate understanding of the extent of the constituencies for the project and the proposed design approach should reflect the principles of the Community Vision Plan and the ongoing input and priorities of these constituencies.
3. Respondents should review information available regarding the site and the project and note additional items and information that will be required in order for the Consultant to successfully complete its proposed scope and timeline.

Currently available information regarding the project and project site includes:

- The Riverline website and short film
- The 2018 community vision plan for reimagining the DL&W corridor
- Juried and Community Choice Award Winners of the 2019 International Design Ideas Competition
- Various maps of historic and existing conditions of The Riverline corridor and its surrounding communities
- Section drawings of the existing Riverline corridor
- A video of an aerial flyover of the entire Riverline corridor
- GIS shapefiles of the NFTA-owned parcels comprising The Riverline corridor, as well as parcels surrounding the corridor
- Neighborhood demographic data
- Press about the project
- Links to other resources including planning documents, a database of plants native in Western New York, a history of the Buffalo River, the 2019 Vegetation Survey and more
- City of Buffalo wetlands and flooding shapefiles
- DWG format CAD files of project area and surrounding parcels
- 2-Foot Contours (CAD)
- 2-Foot Contours (Shapefile)
- 2-Foot Contours (2004Vr).dxf
- Site Photos

Respondents should be conscious of the Niagara Frontier Transportation Authority’s (NFTA’s) ownership of the site. The NFTA will be involved in any future decisions on use of the property. Respondents should align their approach (and their requisite additional items and information) with a value engineered methodology that can provide designs of sufficient detail and reliability to allow for realistic cost to build estimates as well as providing sufficient detail for the NFTA to evaluate the proposed designs for future use of the site.
4. Respondents should provide a simple project management staffing chart detailing roles and responsibilities of key personnel who will be directly involved in the project. Also include details such as; experience, qualifications, certifications, licenses, resumes, etc., of key personnel (not included in 2-page limit).
D. Fee & Workflow Proposal

1. The proposal will include the Consultant’s best estimate of a lump sum (“not to exceed”) fee for each recommended project component, and should include a separate allowance for reimbursable expenses for each recommended component. A template is attached to this RFP for guidance, Additional items not included in this template are welcome to the extent that they further the project objectives and fall within the general parameters of this phase of work.

2. The proposal will include the Consultant’s hourly rates for each position required to perform the work.

3. Final fees will be negotiated following the selection of the Consultant. If fee negotiations with the Consultant determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the Project, Land Conservancy reserves the right to suspend negotiations with the most qualified responder and proceed to other responders.

4. Respondents should provide project timeline, including availability to proceed with confirmation of project start and completion dates.
EVALUATION of SUBMITTALS & TIMELINE

The design work is expected to be completed over a twelve month period. Once proposals are reviewed and scored, interviews may be conducted with any or all respondents. Additional information may be required at that time. Negotiations will begin with the Consultant determined to be the most qualified. The Land Conservancy reserves the right to reject any and all responses if it determines that it is in the best interest of the Land Conservancy to do so.

Proposals will be evaluated and scored by a procurement committee based on the criteria listed below. Proposals receiving a score below 50 points will not be considered.

Experience & Qualifications (55 points)
Responses should specifically address the Contractor’s or sub-contractors’ experience performing the following tasks on similar projects:

- Designing for recreation-forward reuse of complex post-industrial sites in urban settings, preferably linear in nature (15 points)
- Centering conservation design principles: the protection, ecological restoration, and promotion of natural areas and wildlife habitat and native plant communities; and the use of sustainable stormwater management (15 points)
- Responsiveness to community design feedback and demonstrated ability to work successfully and productively with racially diverse working class communities (10 points)
- Cost effective design strategies for traversing public and privately owned right of ways, including municipal streets and active railroad lines (10 points)
- Experience, diversity and inclusiveness of project management team (5 points)

Proposed Approach (20 points)
- Extent to which proposed approach understands and considers prior efforts outlining a vision for the nature trail and greenway as well as the surrounding context for the projects and integrates ongoing community input (5 points)

- Extent to which proposed approach balances the needs and demands of ecological design principles and public access. (5 points)
- Extent to which proposed approach reflects best practices in equitable design processes and plans for positive impacts on the project on the surrounding communities. (5 points)
- Extent to which proposed approach value engineers the design process in service of presenting schematic design to the NFTA. (5 points)

Participation by businesses owned by women and people of color (10 points)
A goal for this project is to support enterprises owned by women and people of color (MWBEs). Vendors will be ranked by the percentage of their cost proposal that goes to a certified minority or women owned business. For example, a MWBE vendor performing all services would receive the full 10 points, a non-MWBE vendor who subcontracts 30% of the work to a MWBE vendor would receive 3 points, and a MWBE vendor who subcontracts 30% of the work to a non-MWBE vendor would receive 7 points. MWBE businesses must be listed in the NYS Directory of Certified Firms (https://ny.newnycontracts.com/).

Cost & Timeline Analysis (15 points)
Cost benefit analysis will be used to evaluate all proposals to assure the Land Conservancy pays a fair and reasonable price for services provided based on the quantity and quality of those services, and that the availability and proposed project timeline of the respondent does not detract from overall project goals or funding source requirements and agreements.
GENERAL PROVISIONS

1. Submittal Ownership / Costs – Upon submission, all information becomes the property of the Land Conservancy which has the right to use any or all ideas presented in any submission in response to this RFP, whether or not the submittal results in a contract with the submitting Consultant. All costs for development of the written submittal and any oral presentations are entirely the obligation of the Consultant and will not be remunerated in any manner by the Land Conservancy. Any proprietary information contained in the submittal will be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

2. Non-Warranty of Request for Qualifications – Due care and diligence has been used in preparing this RFP. However, the Land Conservancy will not be responsible for any error or omission in this RFP, nor for the failure on the part of the Consultants to ensure that they have all information necessary to effect their submittals.

3. Request for Clarification – The Land Conservancy reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.

4. Acceptance/Rejection of Submittals – The Land Conservancy reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the Land Conservancy’s judgment, best serve the interest of the Land Conservancy.

The Land Conservancy reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of contracts which result from this RFP.

5. Collusion – The Consultant, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Consultants, or corporations making a competing submission on the same project, and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

6. Consideration of Submittals – Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFP. The firm must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Land Conservancy. The Land Conservancy reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

7. Americans with Disabilities Act (ADA) Compliance – The Land Conservancy will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Land Conservancy will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. If any accommodations are necessary, participants are encouraged to notify the Land Conservancy staff.

8. Minority/Women/Small Business Enterprise – The Land Conservancy does not discriminate against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran’s status and encourages RFP submissions from firms and teams that represent a diverse, inclusive and equitable composition. At a minimum, the selected design team (the selected contractor and any sub-contractor) will be expected to comply with the following Non-Discrimination and Equal Employment Opportunity & MWBE Participation (MWBE) Policy:

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

This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will
affirmatively cooperate in the implementation of this organization’s obligations herein.

At the request of the State of New York, this organization will request each employment agency, labor union, or authorized 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 will affirmatively cooperate in the implementation of this organization’s obligations herein.

This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors 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.

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located.

9. Insurance and Indemnity Requirements - To the extent permitted by law the Consultant will indemnify and hold harmless the Land Conservancy, its agents and employees and assigns and partners, its board, employees and agents, funders, members and supporters from and against all loss, cost damages, expense and liability (including attorneys fees) of any kind arising from the willful or negligent acts, errors, or omissions of the Consultant in the performance of professional services provided to the Land Conservancy.

The Consultant further agrees to purchase and maintain during the life of any contracts entered into with the Land Conservancy the following insurance with an insurance company acceptable to the Land Conservancy and authorized to do business in the State of New York. In the event that State of New York statute exceeds or differs materially from these stated limits and coverage requirements, the State of New York standards shall take precedent and require compliance:

Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 each person/ $1,000,000 each occurrence.

Comprehensive General Liability: Bodily injury and property damage liability insurance as shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than $1,000,000 bodily injury and property damage liability each occurrence and $2,000,000 in aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. The Land Conservancy, its board, employees and agents shall be listed as an “Additional Insured” on any General Liability Policy.

Consultant’s Professional Liability: In a limit of not less than $1,000,000.

10. Workers' Compensation and Occupational Disease Insurance: Coverage A – Workers’ Compensation: Meeting the statutory requirements of the State of New York Coverage B - Employer’s Liability: $100,000 each accident / $100,000 disease - each employee / $500,000 disease - policy limits.

Certificates of such insurance will be furnished to the Land Conservancy and shall contain the provision that the Land Conservancy be given thirty days written notice of any intent to amend or terminate by either the Consultant or the insuring company.
TERMS & CONDITIONS
General Terms and Conditions

A. All applicable New York State and Federal Laws, City of Buffalo and Erie County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and the Project throughout and incorporated herein. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of New York.

B. Professionals requiring special licenses must be licensed in the State of New York and shall be responsible for those portions of the work as may be required by law.

C. The Western New York Land Conservancy has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

D. Funding for this project comes in part through an Environmental Protection Fund 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: 30% MWBE, to include at least 13% MBE participation and 17%WBE participation. The contractor, by bidding on the contract, acknowledges understanding and support of this policy and pledges to fully cooperate with the Western New York Land Conservancy in meeting NYS requirements as set forth in the Bidding and Contract Documents.

E. No submittal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the Land Conservancy, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Land Conservancy, or that is deemed irresponsible or unreliable by the Land Conservancy. If requested, the Consultant or proposed Sub-Consultant shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

F. From the date a Consultant’s proposal is received through the date a contract is awarded to a Consultant, no consultant may make substitutions, deletions, additions or other changes in the configuration of Consultant’s proposal without the Land Conservancy’s consent.

G. This RFP may be cancelled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the Land Conservancy or when funding is not available for completion of the services requested under this RFP. A notice of cancellation shall be sent to all businesses who submitted responses to this RFP.

H. The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Land Conservancy. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Design Team in connection with the contract work shall be provided to the Land Conservancy upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Land Conservancy or as otherwise agreed by Land Conservancy and the Design Team). The Design Team may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Land Conservancy. In addition, the Design Team may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Land Conservancy. Requests to make such disclosures should be addressed in writing to the Design Team’s point of contact.

I. Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible forremedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

J. Subordinance and Severability. If any term or provision of this Request for Proposals is in conflict with or fails to include certain bidder requirements required by the State of New York and it’s affiliated relevant departments and agencies from which funding for this project has been secured, the applicable provisions of the State and its departments and agencies shall take precedence. If any term or provision of this Request for Proposals is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
REQUEST FOR PROPOSALS (RFP)

Concept and Schematic Designs for
The Riverline Nature Trail and Greenway, Buffalo, NY
(EPF #180842, DL&W Linear Park and Multi-Use Trail Design)

RELEASE DATE: March 18, 2020
DUE DATE: May 29, 2020, 5:00 PM EDT

One (1) electronic copy in PDF format. All submitted responses must have the project name, due date and time, and RFP number.
All responses should be sent to the Western New York Land Conservancy via theriverline@wnylc.org

Questions related to this RFP should be submitted prior to April 17, 2020 5:00PM EDT to: Anthony Armstrong, Project Manager, theriverline@wnylc.org
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-I) 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)
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 E (Special Conditions and Requirements).

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.


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 sixty days, 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. **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 E (Special Conditions and Requirements).

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 E (Special Conditions and Requirements).
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.
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
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 pre-bid or pre-award 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 intended 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/WBE's; 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.
Legal Notice for Bidders:
Funding for this project comes in part through an Environmental Protection Fund 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% Minority Business Enterprise (MBE) and 17% Women-owned Business Enterprise (WBE). The successful bidder may be required to furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.
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 THEREETO 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 BY AFFIXING A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

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*:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING*:

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<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
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<tr>
<td>President</td>
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<tr>
<td>Secretary</td>
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<tr>
<td>Treasurer</td>
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*Attach additional sheets as deemed necessary
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

Title

Address ___________________________

Street

City State

Address ___________________________

Street

City State
## GRANTS MWBE UTILIZATION PLAN

### Section 1: Grant Project Information

<table>
<thead>
<tr>
<th>MWBE Goals Assigned:</th>
<th>Grant Program: [Please check all that apply]</th>
</tr>
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<tbody>
<tr>
<td>Description of Project:</td>
<td>CFA  EPF  RTP  OTHER ____________</td>
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</tbody>
</table>

**Total Dollar Value of Grant Award:** $

**Total Cost/Value of Grant 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).

**Is this project part of a multi-phase Contract?**

- Yes
- No

**Select if this is the final phase of the project.**

**If federal funds are being used for a portion of this grant project please indicate the amount:** $

### Section 2: Grant Recipient Information

<table>
<thead>
<tr>
<th>Name of the Grant Recipient:</th>
<th>Contact Person:</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>Telephone Number:</td>
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<table>
<thead>
<tr>
<th>Street Address:</th>
<th>City, State, Zip Code:</th>
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<tr>
<td>E-Mail Address:</td>
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### Section 3: Prime Contractor (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Name and Address of Prime Contractor:</th>
<th>Contact Person:</th>
<th>E-Mail Address:</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>Telephone Number:</td>
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<th>FEIN:</th>
<th>Certified NYS MWBE?</th>
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<td>Yes   No</td>
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**Total Cost/Value of this Contract:** $

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

### APPROVALS

FOR NYS OPRHP USE ONLY:

<table>
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<tr>
<th>Approved</th>
<th>Approved as Noted</th>
<th>Rejected</th>
<th>MBE: _____%  MBE $ ____________</th>
<th>WBE: _____%  WBE $ ____________</th>
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</thead>
</table>

**Notes:**

**Authorized Signature:**

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

<table>
<thead>
<tr>
<th>Certified MWBE Subcontractors / Suppliers</th>
<th>MBE</th>
<th>WBE</th>
<th>Federal ID Number (FEIN)</th>
<th>Description of Subcontracting / Supplies</th>
<th>Total Contract Value of Subcontracting / Supplies</th>
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<tbody>
<tr>
<td>Name, Address, Telephone Number and E-mail Address</td>
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### 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: ___________________________

### 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: ___________________________
Article 15A

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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

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

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

Signature of Agency Head ________________________________

Printed Name of Agency Head ________________________________
<table>
<thead>
<tr>
<th>The Riverline Design Services</th>
<th>Lump Sum</th>
<th>Estimated Expense Allowance</th>
<th>Time Frame</th>
<th>Key Personnel</th>
<th>Support Personnel</th>
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<tr>
<td>TOTAL</td>
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**1 Pre-Design**

- review all existing relevant project information to ensure the project approach and vision remains consistent with community and client priorities. line item

- meet with the Land Conservancy as required to coordinate start of work, timelines and project logistics line item

- secure or produce information not currently compiled yet necessary to the scope of services (define) line item

**2 Community Understanding and Initial Engagement**

- perform a site visit of the corridor and surrounding communities line item

- meet with the project committee and key constituencies line item

- participate in a series of community based meetings (one each in the Old First Ward, Perry and Valley neighborhoods) and input gathering sessions to build on previous and ongoing outreach, visioning and feedback that has taken place since 2017 line item

- prepare presentations and exhibits as needed for these meetings and for the project website. line item

- log and answer any questions that may arise of the design process and approach and gather and respond to input provided line item

- respond to digital inquiries referred by the Land Conservancy line item

**3 Concept Design**

- prepare a minimum of three (3) conceptual designs for The Riverline line item

- present the three concepts at a set of public meetings (one each in the Old First Ward, Perry and Valley neighborhoods and one citywide meeting) line item

- advance a preferred concept design, inclusive of the elements required above and inclusive of a phasing and construction schedule and estimated construction costs line item

- present the preferred concept at an additional set of public meetings (one each in the Old First Ward, Perry and Valley neighborhoods and one citywide meeting) line item

**4 Schematic Design**

- refine the concept plan, develop preliminary design details, make preliminary materials and product selections as applicable line item

- prepare a preliminary opinion of probable cost of construction, securing and coordinating engineering services including civil, structural, mechanical, electrical, and hydro-engineering as necessary line item

- 30% design documents to include a general site plan, grading plan, drainage plan, irrigation plan, lighting plan, planting plan, structural details and calculations line item

- presenting schematic design to NFTA for review and approval line item