

BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

North Cove Marina Assessment

Table of Contents

Table of Contents	2
I. SUMMARY	3
II. DESCRIPTION OF BPCA	3
III. SERVICES REQUIRED.....	4
IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS	4
A. Key Dates.....	4
B. Anticipated Contract Term.....	4
C. Minimum Qualification Requirements	5
V. GENERAL REQUIREMENTS	5
A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals.....	5
B. Restricted Period.....	5
C. Submission of Proposals	5
D. Mandatory Forms.....	6
VI. PROPOSAL FORMAT AND CONTENTS	6
A. Proposal Format	6
B. Proposal Content	6
C. RFP Questions.....	7
D. RFP Additional Information Request.....	7
E. Cost Proposal.....	8
VII. THE EVALUATION PROCESS	8
A. Objectives	8
B. Interviews.....	9
C. Evaluation Criteria for Selection.....	9
D. Basis for Contract Award	9
VIII. NON-COLLUSION	9
IX. IRAN DISINVESTMENT ACT.....	10
X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE	10
EXHIBIT A.....	12
EXHIBIT B	14
Business Participation Opportunities for MBE/WBEs	14
Equal Employment Opportunity Requirements.....	15
EXHIBIT C	16
EXHIBIT D.....	167

I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from **Engineering Consultants** (each individually, a “Proposer” or collectively, the “Proposers”) to provide multidisciplinary engineering assessment services to BPCA. The **North Cove Marina Assessment** services shall include, but not be limited to: on site inspection, investigation, evaluation and final report with comments and recommendations on (1) structural components both above and below the waterline; (2) mechanical systems; (3) electrical feeds, lighting, wiring, equipment, and components; (4) plumbing and sewer systems; (5) maintenance protocols; (6) protection against storm-generated damage; and (7) safety and security matters, all as described in the Work Description, attached as Exhibit A.

Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”) are encouraged to submit Proposals.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate BPCA to complete the selection and contract award process. BPCA reserves the right: 1) to accept or reject any and all Proposals; 2) to request additional information from any or all Proposers to assist BPCA in its evaluation process; 3) to amend or withdraw this RFP prior to the announcement of the selected firm; and 4) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF BPCA

BPCA is a public benefit corporation created in 1968 under the laws of the State of New York for the purpose of financing, developing, constructing, maintaining, and operating a planned community development of the Battery Park City site as a mixed commercial and residential community.

Under the Battery Park City Authority Act (the “Act”), BPCA has the following powers, among others: to borrow money and to issue negotiable bonds, notes or other obligations and to provide for the rights of the holders thereof; to acquire, lease, hold, mortgage and dispose of real property and personal property or any interest therein for its corporate purposes; to construct, improve, enlarge, operate and maintain Battery Park City; to make bylaws for the management and regulation of its affairs, and, subject to agreements with bondholders, for the regulation of Battery Park City; to make contracts and to execute all necessary or convenient instruments, including leases and subleases; to accept grants, loans and contributions from the United States, or the State of New York or the City of New York (the “City”), or any agency or instrumentality of any of them, or from any other source and to expend the proceeds for any corporate purpose; to fix, establish and collect rates, rentals, fees and other charges; and to do all things necessary or convenient to carry out the powers expressly granted by the Act. BPCA has no taxing power.

Since its inception, BPCA has caused the staged development of Battery Park City, in individual parcels, creating a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, open spaces, plazas, recreational areas and a waterfront esplanade. Most individual parcels of land in Battery Park City were developed into residential and commercial buildings by tenants (“Ground Lease Tenants”) under long-term ground leases with BPCA. The Ground Lease Tenants are responsible for the maintenance, insurance and defense and indemnification of BPCA with regard to those leased parcels.

One of BPCA’s key responsibilities under the Act is to operate, maintain and repair the parks and opens spaces in and around Battery Park City’s residential and commercial areas. This function has been delegated by BPCA to the Battery Park City Parks Conservancy Corporation (“BPCPC”) through a written Management Agreement. BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-long waterfront esplanade. BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has

built out a commercial condominium unit in a residential building in Battery Park City, which serves as the BPCPC headquarters.

To obtain a copy of BPCA's most recently completed audited financial statements, please visit BPCA's official website at www.batteryparkcity.org. The audited financial statements and related reports found on BPCA's website will provide you with an overview of the operations for which BPCA is responsible and the areas of expertise in which the selected Proposer must be proficient. For an overview of BPCPC's operations, please visit its website at www.bpcparks.org.

III. SERVICES REQUIRED

If selected, Proposer will be responsible for the assessment services delineated in Exhibit A (the "Work Description"), attached hereto.

- A. All work to be performed by the selected Proposer shall be performed under the supervision of a **partner** of the firm in charge of this engagement (the "Lead Partner"), who must ensure that the work completed for BPCA is performed competently and in a timely manner.
- B. If selected, Proposer shall provide BPCA with progress reporting on a weekly basis for the duration of the inspection and investigation phases, a final report on the conditions of the systems being inspected, estimates for all recommended work, and proposed schedules for said work.

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

The following is a list of key dates, up to and including the date Proposals are due to be submitted, which is subject to change at BPCA's discretion:

- Request for Proposals issued: **Monday, April 21, 2014.**
- Pre-proposal meeting with site visit to follow: **Monday, April 28 at 9:30 a.m. Attendance is highly recommended.**
- Deadline to submit questions to BPCA: **Friday, May 2, 2014, by 5:00 p.m.** (by email only).
All questions regarding this RFP should be submitted in writing via email to the "**Designated Contact**": **Michael LaMancusa**, Battery Park City Authority, at michael.lamancusa@bpca.ny.gov.
- Deadline for BPCA's response to substantive questions: **Tuesday, May 6, 2014** (by email).
- **DUE DATE FOR RESPONSES TO RFP: Thursday, May 15, 2014 by 5:00 p.m.** (the "Due Date").
- Contract start date: **June 2, 2014.**

B. Anticipated Contract Term

It is anticipated that the performance duration for the work to be performed will be forty-five (45) days; however, the term of the contract awarded pursuant to this RFP (the "Contract") will be six (6) months. BPCA reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. BPCA reserves the right to terminate the Contract at any time, without prior notice, if the partner identified in the Proposal as the Lead Partner for this engagement ceases to be employed by the selected Proposer.

C. Minimum Qualification Requirements

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

1) The firm must have an office in New York State (a New York City office is preferred); and 2) The firm must be licensed to do business in the State of New York.

V. GENERAL REQUIREMENTS

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

Please see **Exhibit B** (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact “MBE/WBE Designated Contact” Mr. Anthony Peterson at 212.417.2337.

B. Restricted Period

Applicants are restricted from making contact with anyone other than the Designated Contact or MBE/WBE Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by BPCA (the “Restricted Period”). Employees of BPCA are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence BPCA’s conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 5:00 p.m. on Thursday, May 15, 2014.

Proposers must submit ten (10) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked “**Proposal Enclosed - North Cove Marina Assessment**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Michael LaMancusa
Battery Park City Authority
200 Liberty Street, 24th Floor
New York, NY 10281

BPCA is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein and be time stamped by BPCA’s time stamp prior to the Due Date. Please leave ample time for building security, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled “**Amended Proposal Enclosed - North Cove Marina Assessment Services**,” as long as the amended Proposal is submitted by the Due Date.

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

D. Mandatory Forms

Proposers must complete and include with their Proposal all “Mandatory Forms,” which can be found at the following URL address: http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf, by the Due Date.

These Mandatory Forms include the following:

- 1) NYS Standard Vendor Responsibility Questionnaire – **Submit with the Cost Proposal (as described below), one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the Cost Proposal.** The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.
- 2) State Finance Law § 139 Form 1 – **one original unbound completed SFL 139 Form 1: Professional’s Certifications Pursuant to SFL § 139-j and § 139-k with original signature.** State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.
- 3) W-9 form.
- 4) Statement of Non-Collusion.
- 5) Diversity Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must be printed on 8½” x 11” paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length. BPCA reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

- 1) Transmittal Letter, as follows:

The Proposal must include a signed Transmittal Letter from a person within the firm who is authorized to bind the firm, preferably the Lead Partner. **Transmittal Letters must be signed. Proposals with unsigned Transmittal Letters will be rejected.**

The Transmittal Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

- 2) Executive Summary.
- 3) Firm’s discussion of its understanding of the Services Required (see Section III).

- 4) Firm's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 5) Firm's Cost Proposal, as described below.
- 6) Firm's response to the question regarding the use of New York State businesses set forth in Section X of the RFP.

C. RFP Questions

- 1) Briefly describe your firm's background, size, and history as it may be relevant to the Services Required, with an emphasis on engineering assessments. If your offices are located in more than one city, indicate which office will provide the services.
- 2) Describe the relevant special services your firm provides, particularly those that may not be offered by other firms.
- 3) Describe your experience and methodology for performing a site investigation that will include structural, mechanical, electrical, plumbing, sewer, and underwater work.
- 4) Describe your firm's experience in drafting maintenance protocols.
- 5) Within the past three years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 6) How does your firm identify and manage conflicts of interest?
- 7) Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last 5 years? If so, please describe the relevant facts.
- 8) Within the last five years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of engineering services? If so, please provide an explanation and the current status or disposition of the matter.
- 9) Are there any potential conflict of interest issues in representing BPCA?
- 10) List any professional or personal relationships your firm's employees may have with BPCA's Board and/or staff members of BPCA or BPCPC.
- 11) List all the staff you intend to assign to this engagement and the area(s) of specialization for each. Describe the role of each employee who will be assigned to this engagement.
- 12) Identify the Lead Partner who will be the primary contact and lead in providing services to BPCA, and who will be listed as a "key person" in any contract with BPCA.
- 13) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
- 14) Describe your firm's "backup plan" in the event one or more of the engineers assigned to this engagement leave the firm.
- 15) In the past five years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and the name, address and telephone number of each such client's in-house counsel.
- 16) Please provide any additional information which would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.

D. RFP Additional Information Request

1) Insurance:

- a. Do you impose any limitations on liability through your contracts?
- b. Describe the levels of coverage for any insurance your firm carries. List the insurance carrier(s) or provide an insurance certificate showing your firm's coverage in accordance with the following:

- Commercial General Liability Insurance limits shall not be less than **\$1,000,000** per each occurrence and **\$2,000,000** in the aggregate, with Products/Completed Operations limits of not less than **\$2,000,000**;
- Umbrella Liability limits shall not be less than **\$5,000,000**;
- Automobile liability (Combined Single Injury, Bodily Injury and Property Damage) limits shall not be less than **\$1,000,000**;
- Workman's Compensation shall not be less than statutory limits;
- Employers Liability shall not be less than **\$1,000,000**;
- Disability Insurance as required by applicable provisions of law; and

The costs of the insurance shall be included in the Proposal. BPCA, BPCPC and the State of New York shall be listed as Additional Insured on CG 2010 (11/85) or similar form and should be included as such on all subcontracts. Policies should contain no limitations/exclusions for Labor Law claims.

2) Appendices:

- a. Include professional biographies for all employees listed in your proposal.
- b. Attach a sample contract or retainer agreement your firm uses for the provision of services to governmental clients.

3) References:

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

4) Financial Statements:

Please provide a copy of your firm's most recent Audited Financial Statements (within the last year).

E. Cost Proposal

The "Cost Proposal" must include two (2) separate not-to-exceed fees as described in Exhibit C, Cost Proposal as A) Base Proposal, and B) Trough Access Design.

The "Cost Proposal" must be on a not-to-exceed basis with itemized technical salaries for the services contemplated herein. **To submit a complete Cost Proposal, Proposer must submit each of the following:**

- 1) Cost proposal in the form attached hereto as Exhibit C ("Cost Proposal Form"). The Cost Proposal will be used for A) overall assessment, and B) cost for the design of the trough access (section B of Exhibit A).
- 2) Technical Salary rates in the form attached hereto as Exhibit D ("Technical Salary Rates").

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a firm:

- That demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities which it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;

- Assigns highly skilled, experienced, diligent, responsible and professional personnel to perform the required services;
- Maintains high ethical standards and has an unblemished reputation;
- Has no conflict of interest between its representation of BPCA and that of other clients.

The selection process will begin with the review and evaluation of each of the written Proposals. The purpose of this evaluation process is twofold: (1) to examine the responses for compliance with this RFP and (2) to identify the complying firms that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to BPCA. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of BPCA's employees selected by BPCA (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

BPCA reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

BPCA reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer's ability to provide the Services Required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Partner, as well all other key personnel proposed to provide the services must be present and participate in the interview. The firm will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

- | | |
|--|------------|
| 1) Relevant Experience and Expertise: | 35% |
| 2) Staffing, Schedule and Approach to Work: | 30% |
| 3) Cost: | 25% |
| 4) Proposed MBE/WBE Utilization Plan (the "Utilization Plan")
and/or Firm MBE/WBE Status: | 10% |

D. Basis for Contract Award

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

VIII. NON-COLLUSION

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

IX. IRAN DISINVESTMENT ACT

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

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

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

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

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

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

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

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

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

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

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

EXHIBIT A

North Cove Marina Assessment Work Description

Marina Description

The North Cove Marina (the “Marina”) in Battery Park City is located on the east bank of the Hudson River in Lower Manhattan adjacent to the waterfront plaza of Brookfield Place. The Marina, built in the late 1980's, is constructed of breakwalls to the west and concrete skirting along the north, south, and east sides that together enclose the approximately four acre cove. The breakwall on the west does not fully extend to the river bottom, thereby allowing turbulence to pass beneath it and into the harbor. This breakwall has a fendering system located at the cove opening to the river. The depth of the harbor varies from 20 feet to the west to 12 feet at the eastern edge at mean tide, with an average rise and fall of 4.5 feet. The Marina is also ringed on three sides by a railing on the upper level. This railing additionally serves as a handrail to the steps that lead to the lower quay.

All floating docks, finger piers and barges located in the Marina are anchored to a chain mere anchoring system. While the floating docks and finger piers are not included in the scope of this project, the chain mere system will be assessed.

The Marina has a limited number of utilities with utility vaults located at the north and south sides of the cove. There are 3" water lines that run along the north and south sides of the cove. These lines run through a trench to each berth area and into a berth box with a 1" supply connection. There is a defunct sanitary ejection system that exists on both the north and south sides of the cove, and each utility vault has a storm water triplex pumping station intended to collect and remove storm water in unusually high tides. Telecommunication ports are available at all berths.

Electric service is delivered to the north and south sides of the Marina via the two utility vaults. The south vault feeds the berths on the south side of the Marina. This vault is 165' south of the water and has a 480/277V Con Edison electrical feed into 2 shunt type breakers. These breakers feed into two 500 kVA transformers each, that convert the power to 208/120V. There are five breaker panels: four panels which feed the four south berths and a fifth panel that acts as the south vault house panel. The power is distributed to the berths via an underground utility trench. The north vault is 60' north of the water and has a Con Edison feed of 208/120V with the same distribution as the south vault.

Scope of Assessment

A. The selected Proposer shall inspect and assess the condition and functionality of, as well as make recommendations regarding, the potential repair, modification or upgrade of various elements and features of the Marina, including but not limited to:

- 1) The structural seawalls on the north, south, and east side of the Marina, both above and below the water line, with a particular focus on the structural integrity of the walls. The expansion joints shall also be inspected and assessed, and any potential for material loss under the portion of the waterfront plaza adjacent to the seawall shall be noted and addressed in order to minimize the likelihood of sinkhole development;
- 2) The railing that forms the perimeter of the three sides of the upper plaza and the Marina egress stairs and ramps;
- 3) The lower quays at the Marina perimeter (surface and structural) and the utility trough which houses all utility connections to the berths; and
- 4) The breakwall and fendering systems at the west side of the Marina (surface and structural);

- 5) The existing plumbing system which feeds the berths at the boat basin.
- 6) The defunct sanitary sewer ejection system (to include a determination of existing deficiencies and whether the system can be repaired and a description of measures which would be required in order to make the system functional);
- 7) The electrical systems feeding the berths (to include applicable testing), including all electrical equipment, wiring and devices. This includes all switchgear equipment in both vaults, wiring in the vaults, wire feeds from the vaults to the berths, all devices at the berths, and heat tracing of the utility troughs, as well as fire alarm system evaluation and testing;
- 8) All lighting servicing the Marina, including all mooring lights, light poles, luminaires at the quay seawall, and warning lights at the Marina entrance located at the fendering system; and
- 9) The underwater chain mere anchoring system.

The inspection of the systems and components listed above will need to be accomplished in coordination with BPCA and the Marina operator so as to minimize any disruption to Marina operations.

- B. The lower quay utility trough is covered by metal plates, a layer of 1" bituminous asphalt as a setting bed, and hexagonal asphalt pavers which must all be removed before the trough can be accessed for repair. The selected Proposer will be required to provide a design for a system that will facilitate ready access to this trough for repair and monitoring of the utilities therein. **The additional cost proposal to be provided will be for the cost of designing this access to the trough.**
- C. In the course of the inspection and assessment of the Marina features specified above, the selected Proposer must make note of all structural, functional or operational defects, along with safety or security concerns, both above and below the water line. In addition, the selected Proposer shall identify any modifications, improvements or upgrades which it recommends as mitigation measures to protect the Marina and its systems, contents, and surroundings from future damage as a result of storm-related wind, tidal surge, wave action and/or flooding. Recommendations for the repair, correction or upgrade of all identified defects and the resolution of any safety or security issues are expected to be specific and detailed and accompanied by preliminary sketches and cost and time estimates.
- D. The selected Proposer shall provide BPCA with a recommended detailed protocol (including frequencies and seasonal considerations) for regular maintenance of the Marina and its components and systems.

Deliverables

The selected Proposer must deliver the following to BPCA:

- Comprehensive evaluation report describing the selected Proposer's findings, conclusions and recommendations regarding each of the Marina elements and features described above in the Scope of Assessment;
- Preliminary cost and time estimates for all recommended work;
- Preliminary sketches for all recommended work (any conditions identified as requiring extensive design will be noted and discussed as a possible separate design project);
- Schematic design of access to lower quay utility trough; and
- Detailed maintenance protocol.

EXHIBIT B

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBE/WBEs and the employment of minority group members and women in the performance of BPCA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCA establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBE/WBEs

For purposes of this solicitation, BPCA hereby establishes an overall goal of 20% for MBE/WBE participation, 10% for MBE participation and 10% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBE/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBE/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCA may withhold payment from the Contractor as liquidated damages.

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

By submitting a bid or Proposal, a Proposer agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Proposers are required to submit a Utilization Plan with their bid or Proposal. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.

B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA’s acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:

- 1) If a Proposer fails to submit a Utilization Plan;
- 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
- 3) If a Proposer fails to submit a request for waiver; or
- 4) If BPCA determines that the Proposer has failed to document good faith efforts.

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

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

Equal Employment Opportunity Requirements

The Contractor is required to ensure that it shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract, if known.

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

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

For questions on MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.

EXHIBIT C

COST PROPOSAL

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

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

Attention: Mr. Michael LaMancusa
Contract Administrator

Dear Mr. LaMancusa:

The undersigned (the "Proposer") hereby proposes to provide all specified work necessary to perform the work for the **North Cove Marina Assessment**. The Proposer agrees to commence the Work immediately upon receipt of the Initial Letter of Intent in accordance with the terms stipulated in the following pages, for the sum written below.

A. Base Proposal

A total Not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) to perform all Work as described in the Authority's Request for Proposals for the Scope of Work (Exhibit A).

A total Not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) for Reimbursable Expenses

B. Electrical Trough Access Design

A total Not to Exceed amount of \$_____ (_____ Dollars and _____ Cents) to perform all Work as described in the Authority's Request for Proposals for the Scope of Work (Exhibit A), Item B

C. Itemized Proposal and Labor Rates

1. The Proposer has submitted with its proposal an itemized cost for the Work, according to the attached schedule of items, for the Scope of Work in Exhibit A
2. The Proposer has submitted with its proposal, labor rates for all trades, including all costs except overhead and profit. Prices shown include base hourly rate, overtime rate, insurance and benefits.

Name of Proposer:

By: _____

Title: _____

EXHIBIT D

Form of Technical Salaries

(Attached)

TECHNICAL SALARY RATES

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

Itemization of Direct Payroll Burden

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

(Attach table(s) to the Proposal Form)

NAME	Title/Function	RATE Day / Hr (without Profit & Multiplier)	# OF DAYS / Hrs	TOTAL

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

PROJECT MULTIPLIER = _____

PROFIT MARGIN = _____ %

TOTAL FEE = \$ _____

ser: _____ <Name of Company>

_____ <Printed Name of Executing Officer>

Title:

ure: _____ Date _____