

Request for Proposals: Long Island Greenway Preliminary Survey and Design Study

1. Overview

The Trust for Public Land (“TPL”) is seeking proposals for a Preliminary Survey and Design Study to advance the conceptual design of the first phase of the Long Island Greenway, a 25-mile segment of the proposed trail from Eisenhower Park to Brentwood State Park. The proposed trail is intended to serve as an extension of the Empire State Trail (“EST”) and utilize a combination of established utility rights-of-way (“ROW”), on-road routes, and existing trails. See Attachment 1 for a detailed map.

a. Background

The Long Island Greenway was originally conceived as an extension of the Empire State Trail. The EST is a 750-mile, multi-use path from locations on the Canadian border near both Plattsburgh and Buffalo to the southern tip of Manhattan. However, for the EST to serve as a true statewide resource, TPL believes it should be extended from its planned terminus at the tip of Manhattan to the eastern tip of Long Island.

In 2018, TPL completed a feasibility study and vision plan, including a proposed route alignment and action-oriented implementation plan, to guide next steps in the creation of the Long Island Extension of the Empire State Trail. The study focused on the utilization of utility corridors through Nassau and Suffolk counties in order to provide as much of an off-road experience as possible. This preliminary study laid out a 175-mile route from Battery Park - the southernmost terminus of the Empire State Trail - through Brooklyn and Queens in New York City and Nassau and Suffolk Counties. In addition to the complete route alignment, this study identified a 25-mile section (referred to in this Request for Proposal (“RFP”) as the “Segment”) to develop further as the first phase of a full-scale implementation of a Long Island Greenway.

In 2019, The Trust for Public Land initiated a detailed investigation of this first Segment from Eisenhower Park to Brentwood State Park. This 25-mile Segment is almost entirely off-road, connects existing parks (including Eisenhower County Park, Bethpage State Park, Edgewood Oak Brush Plains Preserve and Brentwood State Park), and intersects the Nassau-Suffolk Greenbelt Trail. The Segment exemplifies the core benefits of the full Long Island Greenway by connecting the more than 250,500 New Yorkers who live within a mile of the trail in nine (9) communities spanning Nassau and Suffolk counties with thirteen (13) parks and thirty-six (36) academic institutions, as well as with existing trails, safe corridors for walking and cycling, and active connections with mass transit. Approximately 22 miles (95%) of the Segment is set within land parcels owned and administrated by public agencies. This limits the need for land acquisition and invites public usage. Three percent (3%) of the Segment (approximately 0.7 miles) is privately owned; two percent (2%) of the Segment’s ownership was not able to be identified. An

approximately twelve-mile portion of the Segment located in Nassau County is owned by the Long Island Railroad (“LIRR”), and an approximately thirteen-mile portion of the Segment located in Suffolk County is owned by Long Island Electric Utility Servco, LLC, as agent for Long Island Power Authority (“LIPA”). These utility corridors will provide an abundance of wide, mostly flat terrain. Right of access to the Segment is or will be through separate license agreements with LIRR and LIPA.

The TPL conceptual design study followed the published design guidelines for the EST. The Segment includes several stretches that will require the development of extended sidewalks or shared use paths along major roadways. While the majority of the Segment runs within off-road through utility corridors, there are more than 40 intersections, requiring varying degrees of design intervention to ensure safer roadway crossings. In addition to refining the route alignment, the study, which was published in early 2020, established a preliminary cost estimate, operations plan and implementation schedule.

A detailed route map for the Segment is included as Attachment 1. Shapefiles of the route are available upon request.

The prior studies and other materials and details of the Segment can be found and downloaded at: <https://www.tpl.org/our-work/long-island-greenway>.

b. Study Intent

The study proposed in this RFP represents a next step toward implementation of the Segment by documenting a detailed land survey along the route, performing an environmental site assessment along the route, performing a vertical separation study and LIDAR scan to determine the clearance between transmission lines and the ground, determining any potential health impacts through an electromagnetic field radiation study, perform an analysis of automobile parking, and producing a preliminary design, all as further outlined in the scope of work (See Section 6).

This study and resulting documentation (the “Project”) will provide data on the safety of the proposed trail ROW, other necessary pre-design work, and a framework for the development of the trail. The Project is funded in part by a grant from New York State Office of Parks, Recreation and Historic Preservation (“State Parks”) through the Regional Economic Development Council to TPL (the “State Grant”). To unlock the State Grant, which has a 1:1 match requirement, TPL needs to raise funds from non-State sources, including local governments, the federal government, and private philanthropy. When these non-State funds become available, TPL will match them with State Grant monies in order to fund one or more individual Project Tasks (as further described in Section 6(d)) that collectively constitute the scope of work. Forms and certifications required by the State Grant are attached to and incorporated in this RFP, as set forth below in the list of attachments.

This RFP sets forth the scope of the work the selected respondent will be expected to perform (subject to TPL's authorization to commence each individual Project Task), as well as the RFP submission requirements applicable to all respondents. As further described in Section 6(d), the scope of work will be divided into several individual and separate Project Tasks. The selected respondent will be responsible for completing all aspects of the study, using in-house staffing and resources and/or subcontractors. The commencement of work related to a specific Project Task will be subject to TPL's receipt of the requisite funds for such Project Task and TPL's written notice to the selected respondent to commence such Project Task. TPL has already received sufficient funds in order to commence the Project. The selected respondent will be expected to enter into an agreement for professional services with TPL. All aspects of this RFP, including any post-award negotiations and contracting, remain subject to the terms and conditions set forth in Section 9 of this RFP.

c. Use of Deliverables for Future Phases

The deliverables from this study will serve as the basis for the development of full design and construction documentation in future phases of work.

d. Attachments

This RFP consists of nine (9) numbered sections and fifteen (15) attachments. The attachments are as follows:

- Attachment 1: Detailed Map of 25-Mile Route
- Attachment 2: Contract Cost Table Template
- Attachment 3: NYS Vendor Responsibility Questionnaire
- Attachment 4: NYS NOTICE: Contractors, Subcontractors, Suppliers and Vendors
- Attachment 5: NYS Attachment A-1 – Program Specific Terms and Conditions – Environmental Protection Fund
- Attachment 6: NYS Schedule B – NYS Office of Parks Recreation and Historic Preservation Minority and Women's Business Requirements
- Attachment 7: NYS Schedule C - MWBE Utilization Plan
- Attachment 8: NYS Schedule D - Contractors' MWBE Solicitation Log
- Attachment 9: NYS Schedule E – MWBE Cumulative Payment Statement – Grants
- Attachment 10: NYS Schedule F - Article 15A Equal Employment Opportunity Policy Statement
- Attachment 11: NYS Schedule G - Non-Collusive Bidding Certification
- Attachment 12: NYS Schedule H – Insurance Requirements
- Attachment 13: LIRR Insurance Requirements
- Attachment 14: LIPA Insurance Requirements
- Attachment 15: TPL Insurance Requirements

2. RFP Point of Contact

Danny Gold
Project Manager, Long Island Greenway
The Trust for Public Land
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914-610-0138
666 Broadway, 9th Floor
New York, NY 10012

3. RFP Submission Timeline, Questions & Requirements:

a. Timeline

RFP Release: March 31, 2021
Pre Bid Meeting: April 14, 2021
Question Submission Deadline: April 21, 2021 at 4:00 p.m.
Questions Answered: April 30, 2021
Proposal Due Date: May 18, 2021 at 4:00 p.m.
Interviews: June 3-4, 2021
Estimated Decision Date: June 11, 2021
Estimated Start Date: July 5, 2021

b. Questions

Any questions about this RFP should be directed in writing to:

Danny Gold
Project Manager, Long Island Greenway
The Trust for Public Land
danny.gold@tpl.org

Questions regarding clarification of the RFP must be submitted in writing on or before April 21, 2021 at 4:00 p.m. Submitted questions and TPL's responses will be provided to all firms that requested a copy of the RFP. TPL is not responsible for sharing questions and official responses with any firm that did not receive a copy of this RFP directly from TPL. Answers to questions will be provided in the form of an addendum to the RFP.

c. Submission Requirements

Responding firms are responsible for submitting their Proposal Package as described in this Section 3(c). Failure to submit a complete Proposal Package by the submission deadline will disqualify a respondent from consideration – no exceptions will be made. The Proposal Package must be received on or before May 18, 2021 at 4:00 p.m. The Proposal Package must include one (1) electronic

copy of the Technical Proposal, one (1) electronic copy of the Cost Proposal, and one (1) electronic copy of the Required Forms. All electronic copies should be in portable document format (PDF) and must be submitted as separate files.

Proposal Packages should be addressed to:

Danny Gold
Project Manager, Long Island Greenway
The Trust for Public Land
danny.gold@tpl.org

The proposals should include the information listed below:

1. Technical Proposal

- Technical narrative detailing the respondent's approach to the scope of work stated in Section 6 of this RFP. TPL suggests that the scope of work in Section 6 is a basic outline. Respondents are encouraged to expand upon and suggest modifications to the scope of work (including the technical parameters of the studies described in Section 6) in the exercise of their professional discretion, while remaining cognizant of the project goals, deliverables and other parameters and constraints set forth in this RFP. Any proposed modifications and enhancements to the scope of work should be clearly identified as such in the response.
- A detailed description of the projected time it will take to complete each project task.
- Three (3) project references detailing previous work performed of similar scope and type, and including client project manager's contact information and contract value.
- Proposed staffing plan for the Project, including an organization chart and resumes of key staff.
- List of proposed subcontractors.

2. Cost Proposal

- A fixed-cost proposal formatted on a per-Project Task basis that includes a breakdown of rates and estimated hours for each proposed staff member, by Project Task, presented in table form, using the template attached as Attachment 2. Taken as a whole, the table shall set forth the respondent's proposed total contract price. The cost proposal should distinguish between scope of work elements described in Section 6 and any modifications or enhancements to such elements proposed by the respondent. Each response should also include a list of typical additional professional and technical services falling outside of the scope of work that are not included in the base contract price, as well as the basis for billing such additional services.

- All rates should be fully loaded (including direct labor, overhead and fixed fee).
- Be aware that work is dependent on fundraising and that work will occur on a Project Task-by-Project Task basis, as funds become available, ideally in the 2021/2022 timeframe.
- Itemized Other Direct Costs including travel, materials and equipment rentals as applicable to each task.

3. Certifications & Forms

- Each respondent must include the following with respondent's RFP response.
 - Complete and Provide:
 - Vendor Responsibility Questionnaire (Complete online – See Attachment 3 for information purposes)
 - Statement of acknowledgement and acceptance of the provisions of the “NYS Notice: Contractors, Subcontractors, Suppliers and Vendors” (Attachment 4)
 - Statement of acknowledgement and acceptance of the provisions of “NYS Attachment A-1 - Program Specific Terms and Conditions” (Attachment 5)
 - Statement of acknowledgement and acceptance of the provisions “NYS Office of Parks Recreation and Historic Preservation Minority and Women’s Business Requirements” (Attachment 6)
 - There is a goal for M/WBE participation set at 30% of the total State Grant funding awarded to The Trust for Public Land for this Project, utilizing state certified M/WBEs.
 - Respondents that do not meet these criteria should submit a statement of their good faith effort to engage M/WBEs at whatever contribution is available.
 - NYS Schedule F - Article 15A Equal Employment Opportunity Policy (Attachment 10)
 - NYS Schedule G - Non-Collusive Bidding Certification (Attachment 11)
 - Statement of acknowledgement and acceptance of the Terms and Conditions of RFP (See Section 9)
 - Evidence of authority to respond to this RFP and to execute a professional services agreement with TPL
 - Confirmation in writing that the respondent, if selected for the Project, will be able to satisfy the following:

- Satisfaction of all requirements described the “NYS Notice: Contractors, Subcontractors, Suppliers and Vendors” (Attachment 4)
- Satisfaction of all requirements described in NYS Attachment A-1 - Program Specific Terms and Conditions (Attachment 5)
- Submission of NYS Schedule C – MWBE Utilization Plan (Attachment 7) throughout the duration of the Project
- Submission of NYS Schedule D – Contractors’ MWBE Solicitation Log (Attachment 8) throughout the duration of the Project
- Submission of NYS Schedule E - MWBE Cumulative Payment Statement – Grants (Attachment 9) throughout the duration of the Project
- Submission of the evidence of insurance required by the State of New York (Attachment 12)
- Submission of the evidence of insurance required by the Long Island Railroad (Attachment 13)
- Submission of the evidence of insurance required by the Long Island Power Authority (Attachment 14)
- Submission of the evidence of insurance required by TPL (Attachment 15)

4. New York State Requirements

a. Master Contract for Grants

All respondents are subject to the terms of the Master Contract for Grants - Standard Terms and Conditions which governs the State Grant and which can be found online at: <http://grantsreform.ny.gov> as well as the “NOTICE: Contractors, Subcontractors, Suppliers and Vendors” (Attachment 4). This form must be attached to all contracts and subcontracts.

b. Program Specific Terms and Conditions

All respondents are subject to the NYS “Attachment A-1 - Program Specific Terms and Conditions – Environmental Protection Fund.” This form must be attached to all contracts and subcontracts. (See Attachment 5)

c. Minority and Women’s Owned Business Enterprise Requirements and Equal Opportunity Provisions:

In keeping with requirements for funding from the New York State Office of Parks, Recreation and Historic Preservation, The Trust for Public Land shall be responsible for carrying out or causing to be carried out a program for

encouraging Minority and Women-Owned Business Enterprise (“M/WBE”) participation in this project. Based on the requirements of the New York State Office of Parks, Recreation and Historic Preservation and the Environmental Protection Fund, as more fully delineated in the attached NYS OPRHP Minority and Women’s Business Requirements (Attachment 6) there is a goal for M/WBE participation set at 30% of the total State Grant funding awarded to The Trust for Public Land for this project, utilizing state certified M/WBEs.

Respondents that do not currently meet these criteria should submit a statement of their good faith effort to engage M/WBEs at whatever contribution is available.

- d. Only respondents selected for an interview will be required to submit a Grants MWBE Utilization Plan**, the form of which is attached here to this RFP as Attachment 7 and the forms attached to this RFP as Attachments 8 and 9 are required throughout the duration of the project from the selected respondent.
- e. Equal Employment Opportunity Policy Statement**
Each respondent will be required to submit an Article 15A Equal Employment Opportunity Policy Statement. Such statement shall be in the form attached to this RFP (Attachment 10).
- f. Insurance requirements for State of New York**
The selected respondent will be required to submit – in a specific insurance certificate format required by the State of New York, as further described on Attachment 12 - proof of Worker’s Compensation and Disability Benefits Insurance Coverage. This proof of insurance coverage is in addition to the proof of insurance and insurance coverage that is required by TPL, LIRR and LIPA, which requirements are described in further detail in Section 5 – “Site Access and Insurance Requirements.”
- g. Vendor Responsibility Questionnaire**
The selected respondent will be required to submit to the state a Vendor Responsibility Questionnaire: For Profit Business Entity. The questionnaire can be completed online at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. A downloaded form is attached for information purposes as Attachment 3.
- h. Non-Collusive Bidding Certification**
All respondents must include with their proposal to this RFP a Non-Collusive Bidding Certification, attached to this RFP as Attachment 11.

5. Site Access and Insurance Requirements

For purposes of advancing the study, TPL holds or shall hold from time to time separate license agreements granted by LIRR and LIPA, respectively. If requested by LIRR and/or LIPA, the selected respondent shall join in one or both license agreements, or execute one or more separate license agreements, on behalf of itself and its officers, employees, subcontractors and agents. Where the selected respondent does not join a license agreement, or execute a separate license agreement, the selected respondent (and above-listed respondent parties) shall have site access as TPL's subcontractor under TPL's license(s) and shall be subject to the terms and conditions of said license(s).

LIRR and LIPA have each granted an Entry Permit to TPL and its subcontractors valid through December 31, 2021. TPL will seek renewal as necessary.

Each of the following parties imposes certain indemnification and insurance requirements that the selected respondent shall be obligated to meet: LIRR, LIPA, the State of New York and TPL. The requirements of these four parties are set forth, respectively, in Attachments 12, 13, 14 and 15 to this RFP. The selected respondent shall satisfy all of the insurance coverage requirements imposed by these parties, as such requirements may be revised from time to time. To the best of TPL's knowledge, such requirements are accurately summarized in the attachments to this RFP.

6. Project Scope and Selected Respondent Tasks

a. Project Goals

The purpose of the Project is to advance this Segment of the Long Island Greenway toward implementation by:

- Establishing a baseline assessment of electromagnetic field radiation along sections of the proposed trail within utility right-of-way;
- Determining potential environmental impacts, including possible soil contamination, noise pollution and other potential externalities;
- Conducting a detailed ground and aerial survey of the proposed trail alignment, including vertical separation between the wires and the ground;
- Preparing preliminary design documentation.

b. Project Tasks

The separate Project Tasks are described in Section 6(d). The initial schedule described in Project Task 0 is to be completed at the outset of the Project, with ongoing coordination to continue for the duration of the Project. Project Tasks 1

through 8 described below are not required to be completed by the selected respondent in sequential order. The respondent should consider TPL's target start date of summer 2021 in its proposal.

c. Funding for the Project Tasks

The Project is anticipated to begin in summer 2021 and possibly continue through 2022. The commencement of work for each individual Project Task will be contingent upon TPL's receipt of sufficient funds for such Project Task. As such, the Project Tasks noted in the scope of work may be performed independently in phases as funds are made available. TPL does not make any guarantee that the requisite funding will be received for each and every Project Task, and it is possible that certain Project Tasks may not be carried out due to a lack of funds. The selected respondent may not commence work on a particular Project Task until it has received a written notice from TPL authorizing the commencement of such Project Task.

d. Project Task Descriptions

Task 0 - Project Management & Coordination:

The selected respondent will provide a detailed task and/or project schedule, as TPL requests, at the onset of the Project. Such schedule will include work timeframes for each task and anticipated deliverables, and will be presented in the format requested by TPL at such time (e.g., a date-specific calendar, a Gantt chart, project management timeline or other project planning tool). This schedule and a refined approach will be presented at an initial project kickoff meeting which may be conducted remotely as appropriate. In addition, the selected respondent will facilitate a monthly project status call to update TPL on work progress.

Task 1 - Ground Survey:

The selected respondent will perform a detailed ground survey to verify property boundaries and determine precise locations of gas and electrical infrastructure within the LIPA and LIRR utility ROW, to assure horizontal clearance between utility infrastructure and the trail surface. The boundary survey and mapping will encompass an area of approximately 50 feet on both sides of the utility ROW centerline. A detailed list of property ownership of the approximately 25-mile route (and approximately 100-foot-wide strip around the centerline of the utility towers) will be provided by the selected respondent and will include the parcel number details, the acreage and the owner's name and address for all parcels making up the 25-mile route, as well as the parcel numbers of all abutting parcels. Any encroachments (private or public) onto LIRR/LIPA-PSEG owned property will be depicted on the drawing as well as listed in a table, including the

incursion's parcel number details and each encroaching party's name and address. Additional specifications may be required as appropriate through discussions with the selected respondent.

Task 2 – LIDAR Survey:

The selected respondent will produce detailed 3D models of the trail alignment by performing an aerial LIDAR survey. This will provide a complete map of the terrain including elevation changes. In addition, this survey will provide measurements on the vertical clearance between overhead utility wires and the trail. The selected respondent will prepare a report detailing the results of the survey for submission to LIPA/PSEG and will provide LIDAR raw data to LIPA/PSEG.

The response to the RFP should include respondent's proposed general technical specifications for the above described surveys, which may be developed in consultation with respondent's proposed subcontractors if subcontractors are expected to be engaged.

Task 3 - Electromagnetic Field (EMF) Radiation Study:

The presence of utility poles, carrying high voltage power lines creates electromagnetic fields with the potential to produce adverse impacts on trail users. Radiation from electromagnetic fields emanating from power lines is generally classified as Extremely Low Frequency, and the utilization of LIPA owned/operated utility corridors requires testing to confirm safe levels. The selected respondent will conduct a scan of all portions of the route within utility ROW to determine radiation emission levels. Based on this scan, the selected respondent will prepare a report detailing the results of the scan for submission to LIPA/PSEG.

The response to the RFP should include respondent's proposed general technical specifications for the EMF study, which may be developed in consultation with respondent's proposed subcontractor, if a subcontractor is expected to be engaged.

Task 4 - Environmental Assessment:

The selected respondent will conduct an environmental assessment to determine any potential impacts on the proposed Segment.

Per New York State Environmental Quality Review Act (SEQR) guidelines, the selected respondent will prepare required documentation to establish a positive, negative or conditional negative declaration.

The response to the RFP should include respondent's proposed general technical specifications for the Environmental Assessment, which may be developed in consultation with respondent's proposed subcontractor, if a subcontractor is expected to be engaged.

Task 5 - Archaeological Study

The selected respondent is expected to hire a NYS certified archaeological consultant to perform an archaeological study of the proposed trail in accordance with NYS requirements and extend the study to one-quarter mile beyond both sides of the LIPA and LIRR rights-of-ways. The survey parameters can be determined in consultation with SHPO.

The response to the RFP should include respondent's proposed general technical specifications for the archeological study, which may be developed in consultation with respondent's proposed subcontractor, if a subcontractor is expected to be engaged.

Task 6 - Identification of Possible Locations of a Native Plant Preserve

The selected respondent will provide a list of potential locations for a native plant preserve abutting the 25-mile Segment. The preserve would be approximately one-quarter acre in area, be on level ground and able to accommodate a garden of native plants that is conspicuously visible from the trail. The selected respondent will provide a map and ownership details for the potential sites.

Task 7 - Identification of Possible Locations for Parking

TPL will supply a list of the locations of potential parking areas as described in the Long Island Greenway 2020 Report (<https://www.tpl.org/our-work/long-island-greenway>). The selected respondent will review these parking areas and provide their input and comments on potential areas and designate any additional parking areas they believe are warranted.

Task 8 - Preliminary Design Report & Summary

The selected respondent will produce a comprehensive report that includes the findings from Project Tasks 1 - 7 (or such Project Tasks that TPL authorizes the selected respondent to commence) as well as a preliminary design concept for the trail.

Task 8.1 - Preliminary Design Concept

The selected respondent will prepare a conceptual design for the Segment. This will include renderings of different areas and key transitions of the trail which may include but is not limited to:

- Off-road sections within utility rights-of-way
- Proposed sidewalk extensions/new shared use paths
- On-road sections
- Key transition points

The selected respondent will also develop intersection design treatments for trail roadway crossings. This will include a typical design standard for low and moderate stress intersections as well as specific design concepts for the 8 “major crossings” identified in the initial report on this trail (See Section 6). All designs should be based on existing Empire State Trail Design Standards. As part of the conceptual design process, the selected respondent will identify potential locations for amenities which may include bicycle parking, car parking, bicycle repair stands, seating, wayfaring stations and other elements as identified by the selected respondent.

Task 8.2 - Conceptual Design Presentation:

The selected respondent will prepare a preliminary concept presentation for client review. This presentation should provide an overview of proposed design concepts and alternatives (where appropriate) for discussion. Based on this presentation and associated documentation, TPL will provide direct feedback to the selected respondent for integration into the final design concepts.

Task 8.3 - Final Report

At the conclusion of this preliminary design study, the selected respondent will prepare a comprehensive final report which will include detailed design documentation on the route alignment and a complete overview of relevant impacts. Specific details in the plan will include path alignment within the utility ROW, specifications for roadway crossings, amenity locations and the results of ground surveys. In addition, the report will make preliminary recommendations for surface materials based on Empire State Trail Design Standards.

e. Summary Table of Project Deliverables and Alternative Deliverables

Task #	
1.	Trail Survey Maps & Documentation
2.	LIDAR Survey Maps & Documentation
3.	EMF Radiation Documentation
4.	SEQR Documentation
5.	Archeological Survey Documentation
6.	Map of plant preserve locations
7.	Location of parking areas
8.	Conceptual Design Concept Report
	Conceptual Design Presentation
	Final Conceptual Design Report

Alternative deliverables (including combinations) may be proposed based on the respondent's proposed approach to the scope of work, but must satisfy all requirements laid out in Section 6(d).

7. Agreement Requirements

It is the intent of TPL that the contractual relationship between the selected respondent and TPL will be memorialized in an agreement for professional services (based on an AIA Standard Form or equivalent) (the "Agreement"), which Agreement shall remain subject to the review and approval of TPL's legal counsel and any conditions imposed upon the Agreement under TPL's bylaws. The Agreement will commit the selected respondent to complete each Project Task as the funds required for such Project Task become available.

The Agreement to be executed by TPL and the selected respondent may contain reasonable modifications as to capture the agreed-upon scope of work and will incorporate in substance (i) the applicable provisions of NYS Attachment A-1 - Program Specific Terms and Conditions – Environmental Protection Fund (Attachment 5), (ii) the requirement that the selected respondent will not commence work on a specific Project Task until TPL has secured funding for such task and provided the selected respondent with written approval to begin work and (iii) any other applicable provisions that are required to be included in the Agreement in accordance with the State Grant. The selected respondent shall negotiate in good faith with TPL on the form of Agreement.

All subcontracts between the selected respondent and any subcontractors must be performed in accordance with the current professional standard of care for such services in the State of New York.

8. Selection Criteria

The Evaluation Team will consist of TPL staff and key study participants. The team will review and rank the RFP proposals using the factors listed below. Based upon the evaluation of the proposals, TPL reserves the right to invite any or all respondents for an interview with the Evaluation Team before making a final selection. Such an invitation does not commit TPL to pay any costs incurred in participating in said interview.

The selected respondent will be chosen based upon the selected respondent's experience, qualifications, capacity, technical approach and cost-effectiveness, as set forth in the following table:

<u>Evaluation Criteria</u>	<u>Points</u>
Experience, Qualifications, and Capacity of the Project Team <ul style="list-style-type: none"> Recent relevant experience of the firm in similar projects (please provide details of 3-5 such projects) The extent to which the firm has personnel and equipment to perform the scope of work Experience of recent clients for similar services Satisfies New York State procurement requirements The experience and qualifications of any proposed sub-contractors 	40
Technical Approach <ul style="list-style-type: none"> Project understanding Clarity of the Proposal Proposed scope of work and study approach 	40
Cost-Effectiveness <ul style="list-style-type: none"> Proposals will be evaluated for cost-effectiveness based on proposed level of effort in relation to the scope of work. TPL will consider cost savings as it relates to any efficiencies realized from proposed changes to the scope of work as noted above. 	20

9. Terms and Conditions of RFP

Terms and Conditions of RFP. Each respondent shall include in its response to this RFP a signed statement acknowledging and accepting the terms and conditions set forth in this Section 9.

- a. Incurring Costs** – This RFP does not commit TPL to award, nor does it commit TPL to pay any cost incurred in the submission of the response, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- b. Claims Against The Trust for Public Land; Indemnification** – Neither the responding party nor any of such party's representatives shall make any claims whatsoever against TPL or any of its directors, officers, staff and volunteers arising out of or relating to this RFP or these RFP procedures. To the extent permitted by law, by submitting its proposal, a responding party agrees to release and indemnify the foregoing TPL parties with respect to all claims, costs, losses, obligations, fees and other charges (including reasonable attorneys' fees) incurred by such parties as a result of the respondent's response to the RFP.
- c. Basis for Response** – Only information supplied by TPL in writing, in connection with this RFP, should be used as the basis for the preparation of a response. Any links to Internet sites or other materials or guidance are provided FYI only and such sites or guidance are not incorporated into this RFP.
- d. Form of Responses** – No verbal, telephone, mailed or facsimile responses will be accepted. Quotes must be in PDF format as indicated above.
- e. Use of Responses** – TPL may use the information contained in or content of any response to this RFP in evaluating other responses to this RFP and/or in negotiations with the selected respondent.
- f. Amended Responses** – A respondent may submit an amended response before the deadline for receipt of responses. Such amended responses must be complete replacements for a previously submitted response and must be clearly identified as such in the Letter of Transmittal. TPL personnel will not merge, collate, or assemble response materials.
- g. Withdrawal of Responses** – Upon written request, respondents may withdraw their responses at any time prior to the deadline for receipt of responses.

- h. Deadline for Responses** – In order for a response to be considered, the response must be received by TPL no later than the due date and time.
- i. Confidentiality** – Generally, each response and all documentation submitted to TPL is confidential until TPL has identified the selected respondent. TPL shall not disclose any information to any other person or entity (other than its attorneys, consultants and agents), except to the extent such disclosure is required pursuant to applicable law, regulation or court proceeding or as otherwise approved by respondent.
- j. Use of Electronic RFP** – This RFP is being made available solely by electronic means.
- k. Use of Terms “Bid,” “Bidder,” Etc.** – Certain text sections in, and materials and forms attached to, this RFP may refer to “bids” or to “bidding,” “bidders” or other derivatives of the term “bid.” In each such instance, the term should be construed to mean “response” or its applicable derivative. This RFP does not establish a binding bid process.
- l. Severability** – Each provision of this Section 9 is severable from any and all other provisions. Should any provision(s) of this Section 9 be for any reason in violation of New York State policy and practices with respect to its grants, or contrary to applicable law or otherwise unenforceable, the balance of this Section 9 shall nonetheless be of full force and effect.
- m. Rights of The Trust For Public Land** – TPL reserves the right to do any of the following at any time:

 - i.** Any response submitted by any respondent pursuant to this RFP shall be deemed a solicitation for offers, to which TPL may or may not respond in the exercise of TPL's discretion. Nothing in this RFP shall obligate TPL to contract with any respondent, and TPL reserves the right to disregard or reject any or all responses, without indicating any reason for such rejection;
 - ii.** Waive or correct any minor or inadvertent defect, irregularity or technical error in a response or the RFP process, or as part of any subsequent contract negotiations;
 - iii.** Request that respondents supplement or modify all or certain aspects of their responses or documents or materials submitted;
 - iv.** Terminate the RFP, and at its option, issue a new RFP;
 - v.** Procure services specified in this RFP by other means;
 - vi.** Modify the selection process, the services, or the contents or format of the responses;

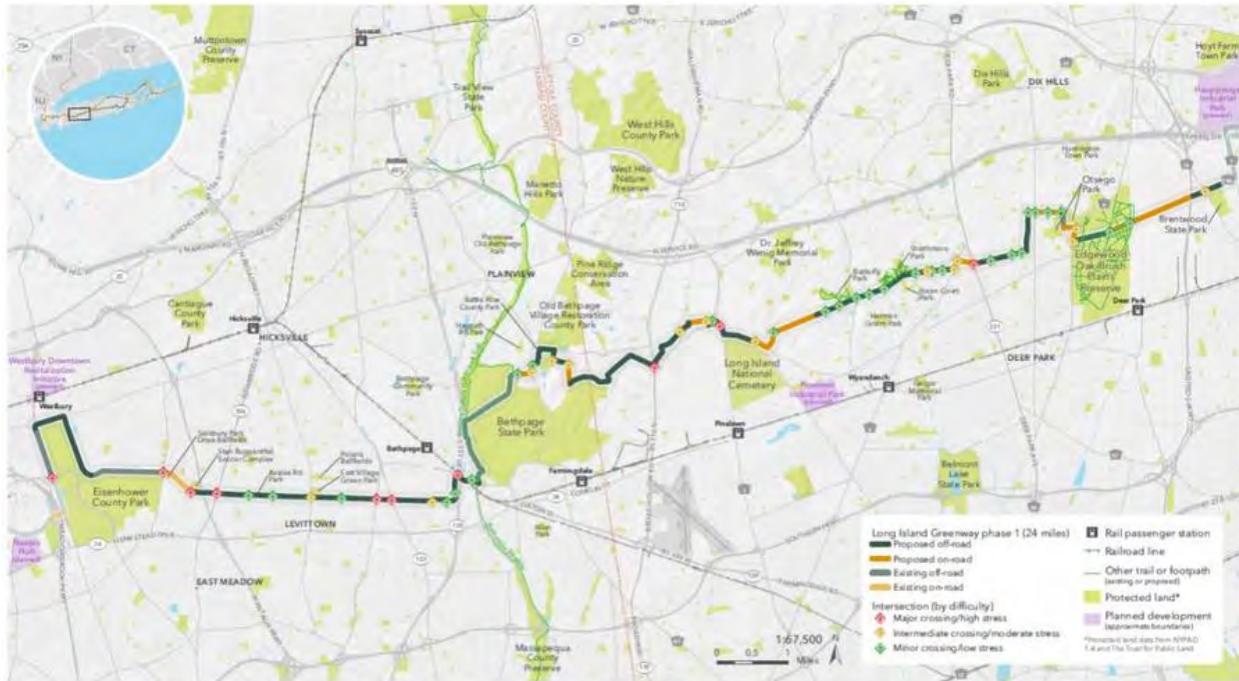
- vii.** Extend a deadline specified in this RFP, including deadlines for accepting responses;
- viii.** Negotiate with any or none of the respondents;
- ix.** Modify in the final agreement any terms and/or conditions described in this RFP;
- x.** Terminate failed negotiations without liability, and negotiate with other respondents;
- xi.** Disqualify any respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the response or other data available to TPL;
- xii.** Eliminate, reject or disqualify a response of any respondent who is not a responsible respondent or fails to submit a responsive response as determined solely by TPL;
- xiii.** Accept all or a portion of a response; and
- xiv.** Condition its acceptance of any response on the final review and approval of the proposed Agreement by TPL legal counsel and on receipt of sufficient funding.

Attachments to RFP Follow

Attachment 1:
Detailed Map of 25-Mile Route

ATTACHMENT 1

DETAILED MAP OF 25-MILE ROUTE



Phase 1: Eisenhower to Brentwood

LONG ISLAND GREENWAY

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Attachment 2:
Contract Cost Table Template

CONTRACT COST TABLE TEMPLATE

[illegible]

Attachment 3:
NYS Vendor Responsibility Questionnaire

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name</u> *		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

- 1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)
- ☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?
- If "Yes," check all that apply:
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)
- ☐ Yes ☐ No

- 1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

For each person, include name and title. Attach additional pages if necessary.

Name

Title

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the reporting entity:*

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

VI. CERTIFICATIONS/LICENSES*Within the past five (5) years, has the reporting entity:*

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the reporting entity:*

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of “associated entity” for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

☐ Yes ☐ No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

- a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

- b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

- d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

- e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

- f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Attachment 4:
NYS NOTICE: Contractors, Subcontractors,
Suppliers and Vendors

NOTICE: Contractors, subcontractors, suppliers and vendors

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

Note particularly the following requirements:

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

Attachment 5:
NYS Attachment A-1 – Program Specific Terms and
Conditions – Environmental Protection Fund

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

I. Agency Specific Terms and Conditions

- A.** The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page. Document submission and inquiries should be directed to the Regional Grant Administrator for the Contractor's county of operations.
- B.** For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.
- C.** **Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.
- D.** **Special Conditions and Requirements** specific to the project, including the timeline for submission of required documents and reports, are contained in Attachment 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.

1. General Provisions

- a. The New York State Office of Parks, Recreation and Historic Preservation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Parks, Recreation and Historic Preservation, to fully comply and cooperate with the New York State Office of Parks, Recreation and Historic Preservation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section 7 hereof or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation hereby establishes New York State certified minority-owned business enterprises (“MBE”) participation and New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs as defined in the bidders documentation provided at the time of solicitation. After contract approval, MWBE Contract Goals as defined on the approved utilization plan will be endorsed to determine compliance for the contract term.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2.a. hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

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

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

3. Equal Employment Opportunity (EEO)

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

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

1) Each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

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

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

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

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

iv. The Contractor will include the provisions of Subdivisions (i) through (iii) of this Subsection 4) and Paragraph "c" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

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

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 2.a of this Attachment.

c. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Office of Parks, Recreation and Historic Preservation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

5. Waivers

a. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to New York State Office of Parks, Recreation and Historic Preservation.

b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Office of Parks, Recreation and Historic Preservation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

c. If the New York State Office of Parks, Recreation and Historic Preservation, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the New York State Office of Parks, Recreation and Historic Preservation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report. The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages – MWBE Participation

a. Where New York State Office of Parks, Recreation and Historic Preservation determines that the

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

I. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

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

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

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

M. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 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 Section 165 of the State Finance Law, (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 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. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

- 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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
- R. Iran Divestment Act.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

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 the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 agency 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 agency 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.

- S. Admissibility of Reproduction of Contract.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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

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.

Attachment 6:
NYS Schedule B – NYS Office of Parks
Recreation and Historic Preservation
Minority and Women's Business
Requirements

NYS OFFICE OF PARKS RECREATION AND HISTORIC PRESERVATION MINORITY AND WOMEN'S BUSINESS REQUIREMENTS

To Prospective Bidders:

Consistent with New York State Office of Parks, Recreation and Historic Preservation (OPRHP) commitment, and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Businesses (MWBE) in the OPRHP construction program. The requirements apply to all "State" funded contracts. Funding for this project comes in part through an Environmental Protection Fund grant. The intent of the program is to encourage and assist in developing business relationships between Prime Contractors and M&WBE subcontractors and suppliers. Contractors must be diligent and creative in order to develop a Utilization Plan that complies with the program. By submission of this Utilization Plan, the Contractor commits to the value included in the plan for participation by Minority and Women-owned businesses. OPRHP will review the plan and notify the Contractor of any deficiencies contained in the plan. A copy of the Utilization Plan will be returned to the Contractor after acceptance. OPRHP may require the Contractor to provide documentation of the efforts made by a Contractor to develop this plan.

The Consultant, by bidding on this project acknowledges understanding and support of this policy and pledges to fully cooperate with Groundwork Hudson Valley in meeting State requirements set forth in these bidding and contract documents.

Minority and Women Owned Business Enterprise (MWBEs) on this project the State has set the following goals for the participation of certified minority and women owned business:

Minority/Women Owned Businesses:

minimum \$48,625, with suggested participation at 13% MBE and 17% WBE

For many projects, it is necessary to include the cooperation of principal subcontractors for a meaningful utilization plan. In the selection of principal subconsultants, the Prime Consultant should consider subconsultants who demonstrate efforts to assist with program requirements, although responsibility for program compliance is with the Prime Consultant.

Firms must be certified by New York State as a Minority or Women-Owned Business to comply with Good Faith Effort program requirements. Certified firms are included in a Directory of Certified Minority and Women-Owned Business Enterprises. This Directory is provided on the Internet and the address is: <https://ny.newnycontracts.com/>.

Receipt of the M&WBE Utilization Plan is required from Respondents selected for an interview.

Receipt of the final OPRHP MWBE Utilization Plan Form must be submitted once the Consultant has been selected. The firm/s proposed are businesses the bidder seriously expects to include in the project activity. A letter of explanation and documentation of efforts shall accompany an M&WBE Utilization Plan that falls short of the stated goals. **Failure to submit this form could result in disqualification of the bid submitted.**

Document Submission:

- Grants MWBE Utilization Plan form
- Contractor's (Consultant) Solicitation Log
- Cumulative Payment Statement (to be submitted with request for payment)

Attachment 7:
NYS Schedule C - MWBE Utilization Plan



CONTRACTORS MWBE UTILIZATION PLAN

Contract Number: _____ Region: _____

REMINDER: As a condition of this contract, the submission of a Cumulative Monthly Payment Statement must be submitted on a MONTHLY basis.

Contractor's Name:		Project Description:		Start Date:	MWBE Goals Assigned to the Contract MBE 13 % WBE 17 %	
Are you a NYS MWBE Certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No						
Contact Person:		Project Location:		Completion Date:		
Address:						
Telephone Number:		Federal Identification Number:				
Email Address:		Total Contract Value:	\$			
Subcontractors / Suppliers Name, Address, Telephone Number and E-mail Address		MBE	WBE	Federal ID Number (FEIN)	Description of Subcontracting / Supplies	Total Contract Value of Subcontracting / Supplies
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			

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.

Contractor's Signature: _____ Date: _____ Print Name and Title: _____

FOR NYS OPRHP USE ONLY:					
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Rejected	MBE: _____ %	MBE \$ _____	WBE: _____ % WBE \$ _____
Notes:					
Authorized Signature:					Date:

The Freedom of Information Law requires public disclosure of certain records held by NYS OPRHP. Based upon the foregoing, you are hereby notified that this document, and related documents, constitute "records" that fall under the scope of the Freedom of Information Law. Therefore, such documents may be made available to the public, including posting for public review on OPRHP's website.

CONTRACTORS MWBE UTILIZATION PLAN *Extension*

Contract Number: _____ Region: _____

[illegible]

Attachment 8:
NYS Schedule D - Contractors' MWBE
Solicitation Log



CONTRACTORS MWBE SOLICITATION LOG Contract Number: _____ Region: _____ Page # _____ of _____

Contractor's Name:	Contact Person:	Date Submitted:
Address:	Telephone Number:	E-mail Address:

	Name and Address of NYS Certified MWBE	Program	Certified NYS MWBE Contact Information			Date of Contact	Date of Deadline	Method of Contact	Date(s) of Follow-up	MWBE Response Code	Bidder Action Code
1	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
2	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
3	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
4	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
5	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
6	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
7	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								
8	Contact Person:	<input type="checkbox"/> MBE	Phone:								
		<input type="checkbox"/> WBE	Fax:								
		<input type="checkbox"/> Other	E-mail:								

METHOD OF CONTACT CODES:

100- Mail 104- Fax
101- E-mail
102- Phone
103- In Person

(Revised August 2012)

MWBE RESPONSE CODES:

200- Submitted Written Quote 204- Scheduling Conflict
201- Developing Quote 205- Cannot Provide Item/Service
202- In Process of Negotiating 206- Declined to Bid
203- No Price Agreement

BIDDER ACTION CODES:

300- MWBE Selected 304- MWBE Unavailable
301- MWBE Unavailable 305- MWBE Unresponsive
302- MWBE Not Selected
303- MWBE No Longer in Business

Attachment 9:
NYS Schedule E – MWBE Cumulative
Payment Statement – Grants

CUMULATIVE MONTHLY PAYMENT STATEMENT

CUMULATIVE MONTHLY PAYMENT STATEMENT INSTRUCTIONS: As a condition of the contract awarded this form is to be properly completed by the primary contractor on a monthly basis indicating ALL sub-contractors that will be utilized on the project. **SUBMISSION OF THIS FORM SHOULD BE SENT BY THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE MWBE GOALS ASSIGNED TO THE CONTRACT.**

Region:		MWBE Goals Assigned to the Contract: MBE _____ % WBE _____ %		Total Contract Value: (including any field order allowances) \$ _____	
Contractor's Name:		Contract Number:		Start Date:	
Are you a NYS MWBE Certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contract Description:		Completion Date:	
Address:		Contract Location:			
Telephone Number:		Reporting Period:		Statement #	
E-mail Address:		Month/Year			
Federal ID No.:		SFS Vendor ID:			
Certified M/WBE Sub Contractors/ Suppliers Name, Address, Telephone No., E-mail Address.		Designation (Please check all that apply)		Identification Numbers	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Total Dollar Value of Contract Payments This Month Only Total Payments to Date % of Contract Paid Out	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
DECLARATION: Under penalty of perjury, I attest as follows: I certify that I am a representative of the above stated Contractor and that I am authorized to make this DECLARATION on behalf of the Contractor. All information stated on this Payment Statement is true and correct. Payments stated on this form were made by the Contractor for work actually performed by the subcontractor(s) and/or supplier(s) listed, including MWBEs. The Contractor has complied with all contract provisions and laws, including those related to use of MWBEs, equal opportunity and affirmative action.		FOR NYS OPRHP USE ONLY:			
		Total value of contract for services and/or supplies assigned to MWBEs:		DOLLAR VALUE	
		Total value of contract for services and/or supplies assigned to WBEs:		% OF TOTAL AWARD	
Signature of Contractor		Date		Total overall dollar value and percentage of contract assigned to MWBEs	

(Revised August 2013)

Attachment 10:
NYS Schedule F - Article 15A Equal
Employment Opportunity Policy Statement

ARTICLE 15A
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the _____ 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 this firm, I am personally committed to assuring that the _____ 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 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, a plan has been designed 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 the (name of contractor) _____ jurisdiction. It governs all (name of contractor) _____ 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. The appropriate person/office will be 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 New York State's citizens.

(Print/Type CEO Name)

(CEO Signature & Date)

Attachment 11:
NYS Schedule G - Non-Collusive Bidding
Certification

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

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

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

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

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

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

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

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

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

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

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

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

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____ Title _____

If applicable, Responsible Corporate Officer

Name _____ Title _____

Signature _____

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

Legal name of person, firm or corporation _____

Legal name of person, firm or corporation _____

By _____

Name

Name

Title

Title

Address _____

Street

Address _____

Street

City

State

City

State

Attachment 12:
NYS Schedule H – Insurance
Requirements

SCHEDULE H – INSURANCE REQUIREMENTS

The selected consultant will be required to obtain a Certificate of Insurance, during the negotiation of the contract, and maintain current insurance coverage through the contract duration, in accordance with the Insurance Requirements below.

The Consultant agrees to procure and maintain at its own expense and without expense to Groundwork until final acceptance by Groundwork of the services to be rendered under contract with Groundwork, insurance of the kinds and amounts as determined by Groundwork and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Consulting Firm not having insurance required by Groundwork shall not give rise to a delay claim or any other claim against Groundwork.

Upon execution of the Agreement for Professional Services between Groundwork and the selected Consultant for services to be rendered according to this RFP, the Consultant shall furnish to Groundwork a certificate or certificates satisfactory to Groundwork, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to Groundwork Hudson Valley for any claims arising from Consultant's Work under that Agreement, or as a result of Consultant's activities.
- Groundwork Hudson Valley, its officers, agents and employees, 22 Main Street, 2nd Floor, Yonkers, NY 10701, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of Groundwork Hudson Valley as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (3) days prior written notice has been given to Groundwork; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Agreement.
- Endorsements in writing must be added to and made part of the insurance contract for the purposes of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to Groundwork within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by Groundwork, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Consultant shall provide and maintain full New York State coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

Form #	Form Title
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12 / GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption - (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Consultant shall provide and maintain coverage during the life of the Agreement for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by Groundwork and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

Form #	Form Title
DB-120.a	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption - (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 and DB-155 MUST NAME** Groundwork Hudson Valley, 22 Main Street, 2nd Floor, Yonkers, NY 10701, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Workers' Compensation website:
<http://www.w2eb.ny.gov/content/main/Employers/Employers.jsp>.

Upon review of the scope of work outlined in the Proposal submitted to Groundwork under this RFP, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than 2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of

primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Consultant does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Agreement. The Consultant shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. Groundwork reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suite, or proceedings against Groundwork arising from the Consultant's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Consultant, any subcontractor or supplier retained by the Consultant to work on the Agreement shall procure and maintain during and for a period of three (3) years after completion of this agreement, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Consultant shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involved work on navigable water or the work is connected to water related activities, the Consultant shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Consultant shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Consultant engage a subcontractor, the Consultant shall impose the insurance requirements of this document on the subcontractor. Consultant shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Consultant will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Consultant's records.

Attachment 13: LIRR Insurance Requirements

LIRR INSURANCE AND INDEMNITY REQUIREMENTS

For purposes of this attachment, the term: "Permittee" shall refer to the successful respondent; "Permitter" shall refer to the Long Island Railroad ("LIRR") and any LIRR parties specified in the license granted by the LIRR; and "Contract" shall refer to the license granted by the Long Island Railroad ("LIRR") or to the successful respondent's contract with TPL, as context shall require.

a. Requirements

The Permittee, at its sole cost and expense, and shall maintain at all times during the term of this Contract, through Final Completion, including any warranty period if applicable, and for such longer period of time if specified, such policies of insurance as herein set forth. Permittee shall furnish to Permitter satisfactory proof that Permittee has in force continuously for the entire period the following classes of insurance in the form and with the limits specified below:

1. Workers' Compensation Insurance as required by statute in the state in which the contract work will be performed. If Permittee leases one or more employees through the use of a payroll, employee management, or other similar company, then Permittee must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.
2. The certificate holder should be listed as follows:

Long Island Railroad/MTA
MTA Risk and Insurance Management
2 Broadway, 21st Fl
New York, NY 10004

3. Employer's Liability Insurance with limits of not less than the amount set forth in Section A bodily injury by accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate. Employer's Liability Limits for Work conducted outside the State of NY require limits of at least \$2,000,000 bodily injury by accident, \$2,000,000 bodily injury by disease; and \$2,000,000 annual aggregate.
4. Commercial General Liability ("CGL") Insurance covering claims for personal and advertising injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 01). Such insurance shall be issued on an occurrence basis to provide coverage for all operations including the products-completed operations hazard, and shall be maintained for the entire term of the contract, including any warranty period if applicable

and for such longer period of time if specified, such policies of insurance as herein set forth. The limits of such insurance shall renew annually and not less than:

- a. \$2,000,000 each Occurrence
 - b. \$4,000,000 aggregate for products-completed operations, which shall apply on a per project basis; and
 - c. \$4,000,000 general aggregate limit, which shall apply on a per project basis.
 - d. Additionally:
 - Primary General Liability limits may not be satisfied by
 - Umbrella / Excess insurance.
 - The policy shall not contain a contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
 - The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion.
 - The policy shall include independent Permittee and Permittee liability coverages.
 - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer's Liability Exclusion which may otherwise operate to exclude such coverage shall be removed (applicable to LIRR/MNR contracts).
5. Business Automobile Liability Insurance with limits of not less than \$2,000,000 covering all owned, non- owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than the amount set forth in Section A Insurance Schedule. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Permittee shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
6. Umbrella/Excess Liability Insurance with limits of not less than \$1,000,000 written on an occurrence basis in excess of the limits indicated for Commercial General Liability, Employer's Liability, and

Business Automobile Liability Insurance identified above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approved in writing by Permitter/MTA. Such insurance shall be maintained for at least five (5) years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose (if any), whichever is less.

- i. Environmental Insurance: In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and types of insurance provided must be satisfactory to the Permitter and approved prior to the start of the work.

b. General Insurance Requirements

The following requirements are applicable to all insurance coverages required under this Contract, except to the extent otherwise indicated.

- i. Insurer Requirements. All policies of insurance shall be placed with insurers acceptable to Permitter/MTA. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial ratings of A-/VII or better in the most recent edition of Best’s Key Rating Guide or otherwise satisfactory to Permitter/ MTA.
- ii. Right to Request Additional Insurance. Permittee Further Agrees to Provide, At Permittee’s sole cost and expense, such increased or expanded insurance coverage as Permitter may from time to time as deem appropriate.
- iii. Additional Insureds. Except with regard to Workers’ Compensation and Professional liability insurance (unless otherwise noted), all insurance required under Section B shall name the parties listed in Section C as Additional Insureds, and shall include their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the “Additional Insureds”). For the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 26 for non- construction agreements. However, for contracts involving construction, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37.

The following link provides general instructions and the lists of indemnitees which should be copied directly to the ACORD Certificate of Insurance and Additional Insured endorsements. Go to this Landing Page for further instructions: <http://www.mta.info/vendor-insurance>.

- iv. Primary and Non-Contributory. Each policy required in this Section, including primary, excess, and/or umbrella, shall provide that the

insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Permitter/MTA shall be called upon to contribute to a loss covered by insurance for the named insured.

- v. Waiver of Subrogation. To the fullest extent permitted by law, Permittee will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.
- vi. Self-Insured Retentions. None of the insurance required of this Section shall be subject to any self-insured retention greater than \$500,000 without Permitter/MTA written approval.
- vii. Subcontract Agreements. Permittee shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Permittee for the Work.
- viii. No Limitation. Nothing in this Section shall be construed as limiting in any way the extent to which Permittee may be held responsible for payment of damages resulting from their operations. Permittee's obligations to procure insurance are separate and independent of, and shall not limit Permittee's contractual indemnity and defense obligations. Permitter/MTA does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Permittee.
- ix. Notice of Cancellation or Non-Renewal. The Permittee agrees to notify Permitter/MTA thirty days prior to any cancellation, non-renewal or change to any insurance policies required in Section B. Notice shall be sent electronically to the contract-specific email address provided to Permittee via MTA Certificate of Insurance Management System (CIMS), ComplianzTM.
- x. Notice of Occurrence. The Contractor shall file the following with the Long Island Rail Road Claims Department, Attention: Director of Claims, with a copy to the Engineer: (1) a notice of any occurrence likely to result in a claim against the LIRR, which shall be filed immediately; and (2) a detailed, sworn proof of interest and loss, which shall be filed within sixty (60) days from the date of loss.
- xi. Insurance Not In Effect. If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or

extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

- xii. Conformance to Law. If applicable law limits the enforceability of any of the foregoing requirements, then Permittee shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.
- xiii. Certificates of Insurance.

- 1. Permittee shall furnish Permittor/MTA with Certificates of Insurance ("COI") utilizing ACORD 25, completed by a duly authorized representative evidencing coverage required under Section B. Such Certificates of Insurance shall be delivered to Permittor/MTA before any Work hereunder is commenced by Permittee and annually thereafter on or before the policy effective dates of the Permittee's policies based on the instructions stated herein. You may go to this Landing Page for guidelines, samples and instructions for completing the forms: <http://www.mta.info/vendor-insurance>.

Evidence of Railroad Protective Liability and/or Builder's Risk Insurance requires submission of a policy and is not acceptable on a certificate of insurance. A binder is acceptable pending issuance of the policy. The binder must indicate the contract number, description and location of Work and the designated Permittee and must be signed by the authorized producer or insurance carrier.

- 2. Insurance Confirmation. In addition to the foregoing certificates of insurance, the Permittee or its insurance broker shall submit a copy of the following endorsements with reference to: the contract number, description and location of Work and designated Permittee, where applicable.
 - a. Additional Insured endorsements specifically naming the Permittor/MTA per requirements of this Contract.
 - b. Primary and non-contributory endorsement(s) naming the Permittor/MTA per requirements of this Contract.
 - c. Waiver of Subrogation endorsements in favor of the Permittor/MTA per requirements of this Contract.
 - d. Other coverage endorsements may be requested depending on the Scope of Work to be performed by the Permittee.

The Permittee shall submit evidence of compliance of all insurance requirements before any Work is started to the Permittor/MTA as follows:

e. Initial Insurance

MTA Long Island Railroad
Attention: Manager - Engineering Contracts & Agreements
Hillside Maintenance Facility
93-59 183rd Street, Dept. 3146
Hollis, NY 11423

- f. Renewal Insurance: After the Permittee's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the Permittee via the MTA Certificate of Insurance Management System (CIMS), Complianz™. It will also provide the email address for all insurance renewals, specific to this Contract. Do not bundle certificates as each contract is assigned a specific email address.

At least two (2) weeks prior to the expiration of the policies, Permittee shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies.

- g. Failure of the Permittor/MTA to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the Permittor/MTA to identify a deficiency from evidence provided, will not be construed as a waiver of the Permittee's obligation to maintain such insurance. Permittor/MTA acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by the Permittor/MTA that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
- h. The LIRR/MTA has the right, but not the obligation, of prohibiting Contractor from entering the Project Site until LIRR/MTA receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

c. Required Indemnities:

- i. All LIRR Agreements: Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

d. Additional insureds:

The consultant's certificate of insurance and General Liability must list the following as additional Insured:

Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

Attachment 14:
LIPA Insurance Requirements

LIPA INSURANCE AND INDEMNITY REQUIREMENTS

For purposes of this Attachment 14, the term: "Licensee" shall refer to the successful respondent; "Licensor" shall refer to Long Island Electric Utility Servco, LLC, as agent for Long Island Lighting Company ("LIPA"); and "Premises" shall refer to the portion of the segment owned by LIPA.

HOLD HARMLESS

Licensee shall defend, indemnify, and hold harmless Licensor and its representatives and agents from and against all third-party claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property (a "Loss") occurring in or on the Premises to the extent solely caused by and directly attributable to the gross negligence or willful misconduct of Licensee, its consultants, agents and representatives, it being agreed that the foregoing indemnity is not intended to indemnify Licensor and its consultants, agents and representatives against the consequences of their own negligence or fault. Licensor shall defend, indemnify, and hold harmless Licensee and its consultants, representatives and agents from and against all third-party claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) for any Loss arising from any occurrence in or on the Premises to the extent caused by the negligence or willful misconduct of Licensor and its agents and representatives. The indemnities set forth in this Agreement shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party (it being agreed that counsel selected by the applicable insurance company shall be deemed satisfactory to the indemnified party).

INSURANCE

Prior to the commencement of the Approved Activities, a Certificate of Insurance from Licensee shall be furnished to Licensor by Licensee. Licensee shall procure and Licensor must be added to and insured under (i) a commercial general liability policy of not less than Two Million (\$2,000,000) Dollars, (ii) an umbrella policy covering protection in an amount not less than Four Million (\$4,000,000) Dollars combined single limit coverage for injury, death, and property damage arising out of any one occurrence, (iii) an automobile liability policy covering all owned, hired and non-owned vehicles with a combined single limit of not less than One Million (\$1,000,000) Dollars and (iv) Worker's Compensation and Employer's Liability as required by law. Licensee shall name Long Island Electric Utility Servco, LLC ("Servco"), PSEG Long Island LLC, Long Island Lighting Company d/b/a LIPA and their respective affiliates and subsidiaries ("Licensor") as additional insureds. Insurance as specified herein must be maintained at all times during the life of this Agreement and Licensee hereby agrees to maintain such coverage.

Licensee shall provide Licensor with renewal certificates if said insurance policies are to expire prior to the expiration or termination of this Agreement. Said certificates must be provided to Licensor and within ten (10) days after the renewal date. Insurance as specified herein must be maintained at all times throughout the term of this Agreement. Licensee may self-insure one or more coverages required as set forth above through a self-insurance plan; provided however that if Licensee elects to no longer self-insure one or more coverages required as set forth above, Licensee shall procure the policies of insurance necessary to maintain coverage required as set forth in this Section I.

Attachment 15: TPL Insurance Requirements

TPL INSURANCE AND INDEMNITY REQUIREMENTS

The agreement between

1. To the extent permitted by law, the successful respondent will protect, indemnify, and hold harmless TPL, its directors, officers, employees and agents from and against any and all claims, liabilities, demands, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees and costs to the extent arising out of or resulting from the errors, omissions, negligent acts or willful misconduct of Surveyor, its agents, subcontractors or employees.

2. The successful respondent shall, during the term of its agreement with TPL, maintain the following insurance coverage with limits that are at least equal to the following amounts:

A. Commercial General Liability (CGL): Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2 million Aggregate/\$1 million per Occurrence.

i. For vendors where potential pollution exposure exists (pest controller, asbestos abatement, etc.):
\$1M Pollution Liability per Occurrence (may be included under the General Liability)

B. Automobile Liability: Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation: As required by the applicable, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Such insurance shall contain a Waiver of Subrogation.

D. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Must be in-force continuously for five years following completion of services

E. Umbrella: \$1 million Aggregate / \$1 million per Occurrence

All policies shall be written by insurance companies with an A.M. Best's rating of A: VI or higher. All insurance is required to be in place prior to commencement of any work under this agreement. All claims-made policies, including, without limitation, coverage for professional errors or omissions, shall have prior acts inclusion dating at least prior to

the commencement of work under this Agreement, and shall remain in force for at least five (5) years after the work performed under this Agreement, terminates.

3. Prior to commencement of services, the successful respondent shall cause its insurer to name TPL, and TPL's officers, directors, and employees, as an additional insured with respect to each of the above-described policies of insurance (except the workers' compensation and professional errors and omissions policies). The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status on General Liability and Umbrella

B. TPL, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the successful respondent, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

The successful respondent shall provide TPL with a certificate showing such insurance coverage and such additional insured designations, together with evidence of endorsement of such policies permitting the additional insured to be so named. This Agreement specifically requires that successful respondent's insurance be primary and noncontributing to TPL's own coverage, and that successful respondent notify its insurer of this provision. Further, successful respondent agrees that TPL shall not be responsible for the loss of, or damage to, successful respondent's personal or business property.