Wildlife Conservation Society
INVITATION TO BID:
Zebra Kitchen Renovation
Bronx Zoo
10/25/23

BID DEADLINE: November 17, 2023
BIDS DELIVERED TO: Wildlife Conservation Society email:bids@wcs.org

INVITATION
The Wildlife Conservation Society (WCS) is seeking bids from qualified contractors to perform a kitchen renovation at the Zebra House. The details of the Project Scope are described in Appendix A, attached and made a part of this Invitation to Bid (ITB). The Project is located at the Bronx Zoo, 2300 Southern Boulevard, Bronx NY 10460.

BACKGROUND AND OBJECTIVES OF PROJECT
WCS is a not-for-profit organization dedicated to saving wildlife and wild lands through science, international conservation, education, and the management of the world’s largest system of urban wildlife parks. The Bronx Zoo is set on 265 acres of hardwood forest located at 2300 Southern Blvd, Bronx, NY. Headquarters for WCS, the Bronx Zoo is the oldest and largest of WCS's five zoological parks in New York City.

All work must be done in compliance with the terms set forth in Appendix B, Contract, Insurance, and Regulatory Requirements, attached hereto and made a part hereof. WCS is exempt from sales tax in certain states, including New York, and may be exempt in certain foreign jurisdictions.

ITB ADMINISTRATION
A pre-bid conference and site inspection will be held on November 1, 2023 at 10:30 a.m. Interested parties should confirm in writing to bids@wcs.org; their availability for that day. WCS will prepare the walk through schedule and notify participants.

All requests for clarification and questions concerning this ITB must be submitted in writing no later than November 13, 2023 to:

Anthony Cerniglio acerniglio@wcs.org
With a copy to bids@wcs.org

Responses, if determined appropriate by WCS, will be issued in writing to all known bidders.

Bids must be received no later than 5:00 PM, November 17, 2023 at bids@wcs.org

Key Dates:
Onsite Walk-Through: Thursday, November 1, 2023  
Last day to submit questions: November 13, 2023  
Proposal Due: November 17, 2023

**BID CONTENT**

Bids should be clear and concise and should address in detail and with appropriate documentation each of the items listed below. Bids that fail to do so may be disqualified as non-responsive. WCS may request clarification of any bid during the evaluation process, but it is not bound to do so, and bidders should not assume they will have any further opportunity to clarify their bids subsequent to the bid due date.

Each bidder is requested to submit, on or before the submission deadline, a package containing its bid addressing the following items in the order listed:

1. **Overview**

Bidders should provide a summary of their understanding of the objectives of this ITB and a description of the methods they will use to achieve those objectives, including technical quality assurance, and general management practices for comparable projects.

2. **Fee**

The Fee should be set out on a separate sheet with all items from the table below. Pricing should detail labor, materials, and any overhead and profit for the Project as well as permitting, filing and expediting fees and should be held without escalation through the term of the Project.

Kitchen Renovation Estimate:

- Repair Labor: $____________
- Repair Materials: $____________
- Appliances: $____________
- Overheads & Profit: $____________
- **TOTAL RENOVATION COST: $____________**

Optional Additions:

- *Add Alternate for Flooring $____________
- *Add Alternate for Stainless Steel Appliances $____________
TOTAL PROJECT COST INCLUDING ADD ALTERNATES: $__________

A. Direct Labor Expenses (Including Benefits):

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$________</td>
</tr>
<tr>
<td></td>
<td>$________</td>
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<tr>
<td></td>
<td>$________</td>
</tr>
<tr>
<td></td>
<td>$________</td>
</tr>
</tbody>
</table>

(Add more rows as needed)

B. Material Markup: _____%

3. Solicitation Acknowledgement in the form attached as Appendix C

GENERAL CONDITIONS OF BID SUBMISSIONS
The following general conditions apply to all responses to any ITB issued by WCS.

- Non-Binding:
  WCS’s solicitation of bids in response to any ITB does not commit WCS to award a contract, and this ITB is not an offer to enter into a contract for the services to be provided as described herein.

- Bid Materials and Costs:
  WCS is not liable for any costs incurred in the preparation, submission or negotiation of a response to its ITB or incurred for any other purpose or reason in connection with the ITB. No materials submitted with this ITB will be returned.

- Confidentiality:
  All information and material contained in any WCS ITB or issued by WCS or any of its agents as part of any WCS ITB process is confidential and is the exclusive property of WCS.

- Subcontractors:
  After award of contract, WCS will have no obligation, financial or otherwise, to any subcontractor of the awardee. Nevertheless, any subcontract will be required to be subject to and consistent with the prime contract between WCS and the awardee, and WCS may require any subcontract to include specific terms and conditions.

- Reserved Rights:
  WCS at any time in its sole discretion may, without notice and without liability to any bidder or any other party for their expenses incurred in the preparation of the responses hereto or otherwise, do any and all of the following:
  o Amend or withdraw this ITB;
  o Accept or reject any and all bids received in response to this ITB;
  o Extend the time for submission of all bids after notification to all prospective bidders;
  o Terminate negotiations with a selected bidder and select another bidder;
  o Take such action as WCS deems appropriate if negotiations fail to result in a signed agreement within a reasonable amount of time;
  o Terminate or modify the solicitation and selection process at any time and re-issue the solicitation to whomever WCS deems appropriate.
A bidder whose submission is accepted by WCS will be required to execute a written agreement with WCS, generally consistent with the terms set forth herein, including the provisions attached in Appendix B, effective upon the date the written agreement is executed by both WCS and the bidder.

CRITERIA FOR SELECTION

WCS will make a selection based on the lowest responsible and responsive bid.
APPENDIX A

PROJECT SCOPE DESCRIPTION

Kitchen Renovation Project Scope Description

Objective: The goal of this project is to modernize and enhance the functionality of the existing kitchen space. This will be achieved through the replacement of key fixtures and finishes, as well as the addition of new appliances and storage solutions. Please see attached sketch below of the new kitchen layout.

Scope of Work:

Cabinetry:

Removal of all existing base and wall cabinets.  
Supply and installation of new base and wall cabinets made of Star-Board material.  
Provide and install stainless steel handles on cabinets and drawers. The design, layout, and configuration should coincide with the sketch provided below and the dimensions of the kitchen.

Countertops:

Supply and installation of a new Quartz countertop. The color and design will be selected by the client.  
Cutout and preparation for sink installation.

Sink & Faucet:

Supply and installation of a new stainless-steel basin sink that complements the Quartz countertop.  
Supply and installation of a new faucet, high arch with a removable nozzle ensuring compatibility with the new sink and the overall design of the kitchen.

Utility Slop Sink:

Supply and installation of a free-standing stainless steel 24” slop sink in the designated area.

Backsplash:

Supply and installation of subway tile laminate backsplash to enhance the aesthetic appeal and provide protection against splashes.
Painting:
Preparation of walls by patching any holes or imperfections and sanding as necessary.
Application of a primer followed by the chosen paint color. The paint finish and color will be determined based on client preferences.

Appliances:
Supply and install new standard size top mount refrigerator with an ice maker in the color white. The model will be chosen based on the size constraints and client preferences.

Supply and installation of a new under cabinet microwave in the color white, ensuring that it is compatible with the available space and electrical requirements.

**Add alternate for stainless steel refrigerator and microwave instead of white.

Shelving:
Installation of a shelf between the closets to provide additional storage or display space. The material and design of the shelf shall match the Quartz countertop and will be determined in consultation with the client.
Installation of a shelf above the utility sink, ensuring it is sturdy and well-supported.

Clean-Up & Debris Removal:
Continuous site cleanup throughout the renovation to ensure a safe and tidy work environment.
Final cleaning upon project completion, including sweeping, vacuuming, and wiping down surfaces.
Removal of all renovation debris, materials, and old appliances.
Responsible disposal of debris, ensuring compliance with local disposal regulations.
Exclusions: Any work or materials not explicitly mentioned in this scope description is considered outside of the project scope and would require additional discussion, planning, and potential budget adjustments.

This project scope description provides a comprehensive overview of the kitchen renovation. Specific details, such as the design, color, and model preferences, will need to be discussed and finalized with the client before proceeding.
Add Alternate: Flooring:

- Install floor leveling compound over existing tile floor to ensure a level surface and preparation for the new flooring material.
- Supply and installation of laminate flooring or an equivalent, based on the client's preference and the overall design theme of the kitchen. The chosen flooring will be durable, water-resistant, easy to clean and complement the overall aesthetic of the renovated kitchen.
EASY COOK, EASY CLEAN, EASY ENERGY SAVINGS

Take the guesswork out of cooking with LG’s 1.8 cu. ft. over-the-range microwave. Sensor Cooking’s humidity-sensing technology detects when foods are cooked and turns off the microwave, so under- or over-cooked dishes are a thing of the past. And when it’s time for cleanup, you won’t spend hours scrubbing—LG’s EasyClean® interior wipes clean in minutes, without chemicals or high heat. Plus, Eco-On saves energy by turning off the display when it’s not in use. Dinner’s never been so easy.

**COOKING PERFORMANCE**
- 1.8 cu.ft. Oven Capacity
- 1000 Watts
- 300 CFM Exhaust Fan
- Sensor Cooking

**STYLE AND DESIGN**
- Premium Finishes in Stainless Steel, Smooth White and Smooth Black
- Contoured Design

**CONVENIENCE**
- EasyClean®
- Energy Savings Key
- Electronic Controls

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**EasyClean®**
Spills? Splatters? Don’t sweat it. LG’s EasyClean® interior resists stains and buildup, so cleaning your microwave doesn’t have to be a chore. Simply wipe with a damp cloth—no chemicals, no scrubbing, no problem.

**Sensor Cooking**
Reduce the guesswork in cooking. Humidity-sensing technology determines when food is cooked and automatically turns off the microwave to help prevent the over- or under-cooking of meals.

**Energy Savings Key**
Saves energy by turning off the display when not in use. The display will turn off when the unit is not active for 5 minutes. When this feature is in use the power consumption drops to below 0.1 W.
## CAPACITY
Oven Capacity 1.8 cu. ft.

## FEATURES
<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watts</td>
<td>1,000</td>
</tr>
<tr>
<td>Exterior Design</td>
<td>WideView™ Traditional</td>
</tr>
<tr>
<td>Control Type</td>
<td>Digital</td>
</tr>
<tr>
<td>Display</td>
<td>Green, 4 Digit LED</td>
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</tbody>
</table>

## COOKING FEATURES
<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sensor Cook Options</td>
<td>7</td>
</tr>
<tr>
<td>Power Levels</td>
<td>10</td>
</tr>
<tr>
<td>Defrost</td>
<td>Auto, Time and Rapid Defrost</td>
</tr>
<tr>
<td>Reheat</td>
<td>Sensor Reheat</td>
</tr>
<tr>
<td>Popcorn Key</td>
<td></td>
</tr>
<tr>
<td>EZ On (Add 30 seconds)</td>
<td></td>
</tr>
<tr>
<td>More/Less</td>
<td></td>
</tr>
<tr>
<td>Melt/Soften</td>
<td></td>
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## CONVENIENCE FEATURES
<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>EasyClean® Interior</td>
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</tr>
<tr>
<td>Energy Savings Key</td>
<td></td>
</tr>
<tr>
<td>Bi-Level Cooking Rack</td>
<td></td>
</tr>
<tr>
<td>Turntable Type</td>
<td>DDS</td>
</tr>
<tr>
<td>Turntable Diameter</td>
<td>12.6&quot;</td>
</tr>
<tr>
<td>Clock</td>
<td></td>
</tr>
<tr>
<td>Kitchen Timer</td>
<td></td>
</tr>
<tr>
<td>Completion Beepers</td>
<td></td>
</tr>
<tr>
<td>Turntable On/Off</td>
<td></td>
</tr>
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</table>

## LIGHTING
<table>
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<tr>
<th>Feature</th>
<th>Specification</th>
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</thead>
<tbody>
<tr>
<td>Lighting</td>
<td>Incandescent (2), On/Off</td>
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## SAFETY FEATURES
<table>
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<tr>
<th>Feature</th>
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</tr>
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<tbody>
<tr>
<td>Child Lock</td>
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## VENTING SYSTEM
<table>
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<tr>
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<tr>
<td>Filtration</td>
<td>Charcoal Filter</td>
</tr>
<tr>
<td>Power Levels</td>
<td>2 (Hi/Low)</td>
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<tr>
<td>Vent Grille Type</td>
<td>Hidden</td>
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<tr>
<td>Vent Air Flow (CFM)</td>
<td>300</td>
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## MATERIALS/FINISHES
<table>
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<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Colors</td>
<td>Smooth White (SW), Smooth Black (SB), Stainless Steel (ST)</td>
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<tr>
<td>Interior Color</td>
<td>Gray</td>
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## DIMENSIONS
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<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
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<tbody>
<tr>
<td>Cavity (WxHxD)</td>
<td>21 9/16&quot; x 8 7/8&quot; x 14 1/8&quot;</td>
</tr>
<tr>
<td>Exterior (WxHxD)</td>
<td>29 15/16&quot; x 16 7/16&quot; x 15 3/8&quot;</td>
</tr>
<tr>
<td>Shipping Qty.</td>
<td>330 sets / 40 ft.</td>
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<tr>
<td>Net Weight</td>
<td>48.5 lbs</td>
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<tr>
<td>Shipping Weight</td>
<td>55.1 lbs</td>
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<tr>
<td>Shipping Dimensions (WxHxD)</td>
<td>29 7/8&quot; x 15 7/8&quot; x 16 3/4&quot;</td>
</tr>
</tbody>
</table>

## LIMITED WARRANTY
- 1 Year Parts and Labor (In Home Service)
- 10 Years Limited on Magnetron (In Home Service)

## UPC CODES
- LMV1831SW Smooth White 048231 318686
- LMV1831SB Smooth Black 048231 318693
- LMV1831ST Stainless Steel 048231 318679

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LG Electronics U.S.A., Inc.
1000 Sylvan Avenue Englewood Cliffs, NJ 07632
Customer Service and Technical Support: (800) 243-0000
LG.com

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GTG10000G
30" Wide Top Mount refrigerator with factory installed ice system

STYLE TO SPARE.

This large capacity top-mount refrigerator with 20 cubic feet of space at 30 inches wide has a lot to offer. The built-in ice maker and sophisticated styling transforms this traditional style refrigerator into a leader in its category. Meanwhile, the electronic temperature control system helps keep your food fresh by keeping temperature and humidity levels where they need to be.

STYLE AND DESIGN

- 20 cu.ft.
- Premium Finishes in Stainless Steel, Smooth White, and Smooth Black Finishes
- Contoured Doors with Pocket Handles
- Premium LED Interior Lights (Refrigerator/Freezer)

ORGANIZATION

- Full Width Pantry Drawer
- 2 Full Tempered Glass Shelves
- 2 Humidity Crispers
- 3 Door Bins
- 1 Dairy Bin

PERFORMANCE

- Factory Installed Ice Maker
- Electronic Temperature Controls
- LoDecibel™ Quiet Operation
- ENERGY STAR® Qualified

KEY FEATURES

Great Space in Style
Get the space you need in a refrigerator that’s right for your kitchen. With 20 cu. ft. of space, this top mount refrigerator offers a large capacity in its category at 30" wide.

Fresher is Better
Electronic Temperature Controls designed to maintain humidity and temperature levels to help keep your food fresher longer. Digital sensors constantly monitor conditions within the refrigerator to keep things cool.

Premium LED Light
Bright LED panels on the rear of the refrigerator give you excellent light every time you look in the fridge. And they’re not just convenient – they also save energy over traditional lighting.
# REFRIGERATION

## LTCS20220

30" Wide Top Mount refrigerator with factory installed ice system

<table>
<thead>
<tr>
<th>CAPACITY</th>
<th>Refrigerator 14.7 cu. ft.</th>
<th>Freezer 5.5 cu. ft.</th>
<th>Total 20.2 cu. ft.</th>
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<table>
<thead>
<tr>
<th>FEATURES</th>
<th>ENERGY STAR® Qualified</th>
<th>Freezer Door Type</th>
<th>Temperature Controls</th>
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<tbody>
<tr>
<td></td>
<td>● (471 kWh/Year)</td>
<td>Top Swing Door</td>
<td>Electronic</td>
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<td></td>
<td></td>
<td></td>
<td>Temperature Sensors</td>
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<td></td>
<td></td>
<td></td>
<td>LoDecibel™ Quiet Operation</td>
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<table>
<thead>
<tr>
<th>REFRIGERATOR</th>
<th>No. of Shelves 2 Full</th>
<th>Shelf Construction</th>
<th>Tempered Glass</th>
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<tbody>
<tr>
<td></td>
<td>Full Width Pantry Drawer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gallon Storage 2 Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Daily Ice Production 3.7 lbs</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Ice Storage Capacity 5.5 lbs</td>
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<tr>
<td></td>
<td>Multi-Air Flow Cooling</td>
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<td></td>
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<tr>
<td></td>
<td>Compressor Type Inverter</td>
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<tr>
<td></td>
<td>Refrigerator Light Premium LED</td>
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<td></td>
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<tr>
<td></td>
<td>Full Snack Tray/2 Bottle Guides</td>
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<td></td>
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<table>
<thead>
<tr>
<th>REFRIGERATOR DOOR</th>
<th>No. of Door Bins 3</th>
<th>Dairy Bin 1</th>
<th>Tall Item Retainer</th>
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<table>
<thead>
<tr>
<th>FREEZER</th>
<th>No. of Shelves 1</th>
<th>Shelf Construction</th>
<th>Tempered Glass</th>
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<tbody>
<tr>
<td></td>
<td>Auto Defrost</td>
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<tr>
<td></td>
<td>Freezer Light</td>
<td>Premium LED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ice Maker</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ice Bin</td>
<td></td>
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<table>
<thead>
<tr>
<th>MATERIALS AND FINISHES</th>
<th>Contour Door</th>
<th>Reversible Door</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Coated Metal, Stainless Steel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Back Flush &amp; Metal cover over mechanical parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available Colors Stainless Steel (S), Smooth White (W), Smooth Black (B)</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIMENSIONS/CLEARANCES/WEIGHT</th>
<th>Dimensions (W x H x D) 29 3/4&quot; x 66 1/8&quot; x 33 3/8&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth with Door</td>
<td>33 3/8&quot;</td>
</tr>
<tr>
<td>Depth without Door</td>
<td>29&quot;</td>
</tr>
<tr>
<td>Depth (Total with Door Open)</td>
<td>60&quot;</td>
</tr>
<tr>
<td>Height to Top of Case</td>
<td>65 1/2&quot;</td>
</tr>
<tr>
<td>Height to Top of Door Hinge</td>
<td>66 1/8&quot;</td>
</tr>
<tr>
<td>Width</td>
<td>29 3/4&quot;</td>
</tr>
<tr>
<td>Width (Door Open 90° with Handle)</td>
<td>31 3/4&quot;</td>
</tr>
<tr>
<td>Width (Door Open 90° without Handle)</td>
<td>31 3/4&quot;</td>
</tr>
<tr>
<td>Installation Clearance</td>
<td>2&quot;</td>
</tr>
<tr>
<td>Weight (Unit/Carton)</td>
<td>202 lbs./226 lbs.</td>
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<tr>
<td>Carton Dimensions (WxHxD)</td>
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<th>Amps 20 Amp</th>
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<tr>
<td>UL Listed</td>
<td></td>
</tr>
<tr>
<td>Requirements</td>
<td>120V, 60Hz, 15 Amp</td>
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<tr>
<td>Energy Consumption</td>
<td>406kWh</td>
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<table>
<thead>
<tr>
<th>WARRANTY</th>
<th>1 Year Parts and Labor, 7 Years on the Sealed System</th>
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</table>

| UPC CODES             | LTCS20220S Stainless Steel 048231 786584 |
|                       | LTCS20220W Smooth White 048231 786591       |
|                       | LTCS20220B Smooth Black 048231 786607        |

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APPENDIX B

WILDLIFE CONSERVATION SOCIETY
TERMS AND CONDITIONS FOR SMALL CONSTRUCTION AGREEMENTS

1. NATURE OF WORK

A. This Agreement describes the work to be performed by Contractor ("Work") at the WCS Facility located in New York City, New York (the "Facility"). Specifications for the Work are described in the Scope of Work attached as Exhibit A hereto and made a part hereof. Payment for the Work shall be made by WCS as described in Section 3 hereof and Exhibit B attached hereto and made a part hereof.

B. The parties intend that this Agreement include everything necessary for the proper execution of the Work by Contractor. Contractor represents and warrants that (i) it and all of its personnel performing Work are properly qualified and competent to perform such Work; and (ii) it used its skill and judgment in assessing the Scope of Work and determining that the Scope of Work is consistent with WCS’s intended use of the site(s) at the Facility where the Work is to be performed (any and all of such sites collectively, the “Site”). In performing the Work, Contractor shall comply with the WCS Rules and Regulations for Contractors in effect from time to time. A copy of such Rules and Regulations in effect as of the date of this Agreement is set forth as Exhibit C attached hereto and made a part hereof. WCS will provide Contractor with written copies of any revisions to such Rules and Regulations.

C. Contractor may not engage subcontractors or subconsultants to perform Work on its behalf without WCS’s prior written approval in each case. Any subcontractors or subconsultants of Contractor as to which all required approval is given shall be referred to herein as “Authorized Subcontractors.” Contractor represents and warrants that all Authorized Subcontractors and all of their personnel performing Work will be properly qualified and competent to perform such Work. Contractor will provide WCS with the names, addresses and contact information of all Authorized Subcontractors.

2. PERIOD OF PERFORMANCE

This Agreement is effective as of the date hereof and will extend through the Term of this Agreement. The Work shall begin on the date specified by WCS and be completed no later than the Completion Date, unless such date is modified by written agreement of both parties. Time is of the essence in the performance of Contractor’s obligations under this Agreement.

3. PAYMENT & ACCEPTANCE

A. WCS will pay Contractor for Work performed to WCS’s satisfaction. The Contract Price is the compensation due and payable by WCS to Contractor for the Work, and includes all labor, materials, services, tools, equipment and other resources (including, without limitation, computer and telecommunications resources) necessary to perform the Work. Total compensation for the Work shall not exceed the Contract Price, except as otherwise approved in writing in advance by WCS.
B. Work by Contractor that is not included in the Scope of Work or is included as optional Work shall constitute “Additional Work”. Contractor shall not provide, and will not be compensated for, Additional Work without prior written authorization from WCS in each instance. Any Additional Work provided by Contractor in accordance with this provision shall entitle Contractor to compensation as specified in the WCS authorization to proceed.

C. If Contractor fails to deliver according to the performance standards in the Scope of Work, or fails to timely perform any other obligation under this Agreement, WCS shall notify Contractor in writing to what extent the Work delivered under this Agreement is not acceptable, in which event Contractor shall have ten (10) days following such notice to rectify that which does not conform to this Agreement. If Contractor fails to rectify that which has been identified to not conform to this Agreement, WCS may declare that Contractor is in default of this Agreement upon written notice to Contractor and, if applicable, any bonding company.

D. WCS shall not be deemed, by virtue of making payment to Contractor, to have released Contractor or any Authorized Subcontractor from any claim or liability, or to have waived any action arising from the performance of the Work or any breach of this Agreement.

4. SCOPE OF WORK

A. In the event that WCS wishes to modify the Scope of Work or the method of performance, WCS will inform Contractor in writing of the desired modification, and, if applicable, WCS and Contractor will negotiate in good faith for an equitable adjustment to the Contract Price to account for the modification. Nevertheless, pending the resolution of any claim or dispute with regard to the Scope of Work or other matter, Contractor shall diligently carry on the Work and adhere to the progress schedule.

B. Any proposed substitution to the requirements of the Scope of Work requires the prior written approval of WCS, in WCS’s sole discretion.

C. Contractor will undertake or modify the Work only after receiving written notification from WCS to proceed with the Work as directed.

D. Representatives of WCS may inspect any Work being performed by Contractor outside the Facility, during ordinary hours of business, upon reasonable prior notice to Contractor.

E. Contractor will provide support of the Work up to and including completion and acceptance of the Work. Such support will include, but not be limited to, making needed adjustments and corrections to the Work or any of its individual components and, if requested by WCS, training any WCS employees, agents or contractors working on the operation or maintenance of the Site following completion of the Work.

F. Contractor will provide supporting documentation regarding the Work, including but not limited to operating manuals, warranties and, where applicable, a complete set of “as built” drawings. Such documentation shall be delivered to WCS as a condition of final payment under this Agreement.

G. Contractor shall obtain and maintain, at its sole expense, any government permits necessary to perform the Work. If cooperation by WCS is required in order for Contractor to obtain and
maintain any such permits, WCS shall provide reasonable cooperation at Contractor’s sole expense. The Contract Price may include any actual permit fees to be incurred by Contractor. Contractor shall fully cooperate with WCS in WCS’s efforts to comply with applicable City of New York ("City") requirements, including, without limitation, with respect to any administrative agency approvals required on the part of the City.

H. Contractor shall maintain such books of account, records, documents, and other evidence concerning work under this Agreement for at least seven (7) years from the date of settlement of the final invoice. Upon request by WCS, Contractor shall permit WCS to have timely and reasonable access to these pertinent records for inspection and audit purposes. Original records shall be retained; however, copies may be substituted if approved by WCS.

I. In performing the Work, Contractor shall:

(i) Comply with all applicable laws, including laws and requirements, rules, regulations, Executive Orders and ordinances of the City, the State of New York and the United States, and reimburse WCS for any expenses incurred by WCS on account of any failure or alleged failure by Contractor to comply with any of the foregoing. WCS may deduct such expenses from any amount that may otherwise be due to Contractor.

(ii) Take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to, (a) all persons on or around the Site, including Staff (as defined below) of Contractor and Authorized Subcontractors, employees of WCS, and the public; (b) the Work and all materials or equipment to be incorporated therein; and (c) other property at or adjacent to the Site.

(iii) As directed by WCS, coordinate its efforts with those of WCS employees or any other contractor of WCS performing work adjacent or connected to the Site.

J. Notwithstanding anything contained in Exhibit C hereto, the following special instructions shall apply to the Work:

(i) All Work at the Site will be performed Monday through Friday between 7:00 AM and 3:00 PM. All deliveries of materials to the Site will be made Monday through Friday between 7:00 AM and 10:00 AM. Upon the prior written consent of WCS, Work or delivery hours may be extended or include weekends.

(ii) All deliveries of materials to the Site will follow WCS’s prescribed traffic routes.

(iii) During all Work, Sites will be protected by barricades and caution tape supplied, installed and when appropriate removed by Contractor.

K. If any portion of the Work on WCS equipment is required to be performed outside of the Facility campus, Contractor will transport such equipment from the Facility and return it to the Facility, taking special care to prevent any damage to the equipment, Site or Facility. Risk of loss from such transport shall rest with Contractor from the time such equipment is
removed from its original location to the time it is reinstalled in its original location. Contractor shall coordinate all such transport work closely with the WCS staff and any other WCS contractors.

5. FORCE MAJEURE; SCHEDULE

A. Neither party shall be in breach of this Agreement if its performance is materially and adversely affected by acts of government, civil unrest, terrorism, riots, military actions, border closures, labor disputes, major infrastructure disruptions, environmental disasters, extreme natural phenomena, public health crises or other causes beyond the reasonable control and without the negligence or fault of the non-performing party (each, an “Event of Force Majeure”). The non-performing party shall give prompt written notice thereof to the other party, including a description of the Event of Force Majeure. For the duration of the Event of Force Majeure, the affected requirements of this Agreement shall be suspended; provided, however, that the non-performing party shall use reasonable efforts to mitigate the effect of the Event of Force Majeure on its performance under this Agreement. After the Event of Force Majeure, the parties shall resume performance as soon as reasonably practicable, unless they agree otherwise in writing. If an Event of Force Majeure lasts over 30 consecutive days or severely undermines the primary purpose for entering into this Agreement, either party may terminate this Agreement without penalty by written notice to the other. In the event of such a termination, payment will be made for services satisfactorily performed and goods delivered and accepted. To the extent any deposit has been paid in advance in respect of services that have not yet been satisfactorily performed or goods that have not yet been delivered and accepted, such deposit shall, upon written agreement of the parties, be retained as a credit toward future services or goods or, failing such agreement of the parties, refunded in full within 30 days of the termination.

B. The Site, or some portions of the Site, may operate year-round or may operate from the end of April through the end of October, with the busiest season, in either case, being June through September. Contractor will propose a work schedule, subject to acceptance by WCS, that will (i) enable the portions of the Site that are normally accessed by guests of the Facility to be accessible by the maximum number of guests from June through September of each year during the Term of this Agreement and (ii) minimize disruptions to all portions of the Site, whether or not publicly accessible.

6. LABOR PROVISIONS

A. Contractor is solely responsible for the work, direction, compensation and personal conduct of its employees, Authorized Subcontractors and agents (collectively, “Staff” or “workers”).

B. If, in performing the Work, Contractor or its Staff are at the Facility, Contractor and its Staff will comply with all directives of WCS regarding conduct at the Facility, such as safety rules and regulations. WCS will give Contractor written copies of such directives.
C. While working at the Facility, Contractor Staff will comply with WCS’s regulations, including following any procedures that WCS personnel and other contractors are normally asked to observe. Contractor Staff, when deemed appropriate by WCS, will be issued visitor identification cards. Each such card will be surrendered by Contractor Staff upon demand by WCS or upon termination of this Agreement. Unless otherwise agreed to by the parties, Contractor Staff shall observe the working hours, working rules and holiday schedules of WCS while working at the Facility.

D. After notification and an opportunity to cure, WCS may require the removal of and, as necessary, substitution for any Contractor Staff who is working on the Site and whose work does not meet WCS's standards or who is not cooperating in completing the Work in a professional and timely manner.

7. WARRANTY

Contractor acknowledges that WCS, in selecting Contractor to perform this Agreement, is relying upon Contractor's reputation for excellence in the provision of the Work. Contractor warrants that all its work will meet or exceed the generally accepted standard for appearance, comfort and safety of users of the Site following completion of the Work and will be free of defects or that such defects will be minor and will be promptly repaired by Contractor or, if not repairable to the reasonable satisfaction of WCS, then replaced without expense to WCS for a period of one year following final acceptance of the Work (unless a longer warranty period is specified in the Scope of Work).

8. TERMINATION OF AGREEMENT

A. WCS may terminate this Agreement upon five (5) business days’ written notice to Contractor (i) if Contractor becomes bankrupt or insolvent or if a receiver, administrator or other similar official is appointed to take control of the assets of Contractor; or (ii) if Contractor is in breach of any representation, warranty or obligation under this Agreement; or (iii) on fourteen (14) days' prior written notice to Contractor, without cause.

B. In the event of termination by WCS, Contractor shall, unless otherwise directed by WCS:

(i) Stop work on the date specified in the termination notice;

(ii) Turn over all Work in progress as of the effective date of termination;

(iii) Take such action as may be necessary for the protection and preservation of the Site, materials and any other property involved with the Work;

(iv) Cancel all cancelable orders for material and equipment;

(v) Assign and deliver to a location designated by WCS any non-cancelable orders for material and equipment; and

(vi) Take no action that will increase the amounts payable under this Agreement between the date of notice of termination and the date of termination.

C. Contractor may suspend performance of this Agreement upon written notice to WCS if WCS has not paid any undisputed amount due Contractor within forty-five (45) days after receipt of invoice. Contractor may terminate this Agreement by written notice to WCS if WCS has not paid such amount within thirty (30) days after notice of suspension. If WCS pays such amount
during the thirty (30) days after notice of suspension, Contractor may neither continue suspension of Work nor terminate the Agreement by reason of that particular non-payment.

D. Upon any termination of this Agreement, the parties will cooperate to bring their relationship to an orderly conclusion.

9. CONTRACT MANAGEMENT

A. Administration of this Agreement for WCS will be effected by the WCS Representative (or a designee as the WCS Representative may direct in writing). Communications from Contractor pertaining to Agreement administrative matters will be addressed to the WCS Representative or to another individual authorized by him or her in a written communication to Contractor. The duties of the WCS Representative in the administration of this Agreement include, but are not limited to (i) evaluation on an overall basis of the acceptability of workmanship and Contractor’s compliance with technical requirements; (ii) resolution of issues that may arise between Contractor and WCS in connection with matters such as acceptability of workmanship and other technical requirements; and (iii) approval and acceptance of work performed by Contractor under this Agreement.

B. Administration of this Agreement for Contractor will be effected by the Contractor Representative (or a designee as the Contractor Representative may direct in writing).

10. INSURANCE

A. Subject to Section 10(B)(vii) hereof, and for the duration of the Term of this Agreement and at any time the Contractor is providing Work to WCS, Contractor agrees to obtain and maintain insurance as described and in amounts not less than those set forth below, covering Contractor’s operations and those of any Authorized Subcontractors, suppliers or any of their agents, employees, officers, directors or partners, in connection with the Work provided:

(i) Commercial General Liability (ISO CG 00 01 04 13 or equivalent), with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. If Contractor is also providing equipment, such coverage shall also include $1,000,000 Products – Completed Operations Aggregate.

(ii) Excess Liability, with minimum limits of $2,000,000 per occurrence and $5,000,000 aggregate.

(iii) Auto Liability, with minimum limit of $1,000,000.

(iv) Workers’ Compensation and Employers Liability Insurance in accordance with the laws of the State of New York, and to include Employers Liability (Side B) coverage with limits of $1,000,000 for each accident, $1,000,000 for each disease (each employee), and $1,000,000 for each disease (policy limit).

B. With respect to the insurance described in subsection (A) above:

(i) All policies will include a waiver of subrogation for the benefit of WCS and the City.
(ii) WCS and the City will be included as Additional Insureds using the following endorsement: “The Wildlife Conservation Society and the City of New York including their officials and employees are included as Additional Insureds with respect to the Commercial General Liability, Excess/Umbrella Liability and Auto Liability policies as required by contract. The General Liability, Excess/Umbrella Liability and Auto Liability policies are primary and non-contributing to any insurance or self-insurance maintained by the Additional Insureds as required by contract. A Waiver of Subrogation is confirmed in favor of the Wildlife Conservation Society and the City of New York as required by contract.” The Additional Insured Endorsement must be issued on ISO Forms CG 00 01 04 13, CG 20 15 04 13, CA 20 48 02 99, CG 20 10 04 13 and CG 20 37 04 13, or any equivalents to such forms.

(iii) Insurer(s) must be authorized to do business in New York.

(iv) Insurer(s) must have an A.M. Best rating of A-, VII or better and/or an equivalent rating from a recognized insurance company rating agency.

(v) Contractor’s policies shall be primary, and any insurance maintained by WCS is excess and noncontributory.

(vi) Contractor specifically agrees to provide WCS at least 30 days’ notice of any termination, cancellation or material modification of any of the above insurance policies.

(vii) If this Agreement or any other agreement between Contractor and WCS requires higher insurance limits, such higher limits shall apply.

C. An original Certificate (or Certificates) of Insurance evidencing coverage not less than that specified above shall be provided to WCS in advance of the Term of this Agreement and sent to: Director of Purchasing, Wildlife Conservation Society, 2300 Southern Boulevard, Bronx, NY 10460 (with a copy to the WCS Insurance and Risk Manager at the same address).

11. INDEMNIFICATION

To the fullest extent permitted by law, and notwithstanding any limitation of liability contained in this Agreement, Contractor shall defend, indemnify and hold harmless WCS, its affiliates and their respective trustees, directors, officers, employees, guests, independent contractors, agents, successors and assigns (together, the “Indemnitees”) from and against, and reimburse Indemnitees for, any and all claims, demands, liabilities, losses, damages, liens, encumbrances, penalties, fines, suits, proceedings, judgments, causes of action, costs, fees and expenses, including reasonable attorneys’ fees, court costs and out-of-pocket expenses (“claim(s)”), including claims for damages because of bodily injury, illness, disease, or death, damage to, loss of use, or destruction of tangible property, arising out of or occurring as a result of the work or operations of the Contractor or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, for WCS, excluding only liability caused by the Indemnitees’ sole and exclusive negligence. Contractor further agrees to defend, indemnify and hold harmless Indemnitees from any claims arising from (i) any breach of this Agreement by Contractor, (ii) any infringement by Contractor of copyright, trademark, patent or other intellectual property rights, or (iii) both. Contractor’s agreement set forth in this paragraph shall not be deemed excess coverage to any insurance or self-insurance Indemnitees may have covering a claim. If any portion of the Services is performed at WCS’s zoos or aquarium in New York City, New York, the term “Indemnitees” as used above shall also include the City of New York.
12. NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS), EVEN IF A PARTY IS INFORMED OF THEIR POSSIBILITY.

13. CONFIDENTIAL INFORMATION

A. Contractor warrants on behalf of itself and its Staff, that it will maintain in strict confidence WCS’s Confidential Information (as defined below) to which Contractor or its Staff have access during the Term of this Agreement. Contractor will treat WCS’s Confidential Information with the same standard of care that it uses in maintaining its own Confidential Information, provided that that standard is not negligent. Contractor will use WCS’s Confidential Information only as is required by this Agreement, and Contractor will not reveal it to a third party without the prior written consent of WCS.

B. “Confidential Information” means information concerning WCS’s affairs, activities, research, proposals, projects, finances, property or method(s) of operation, trade secrets, know-how and similar information. Confidential Information does not include information that (i) is already known through lawful means to the receiving party before the other party's disclosure, (ii) after disclosure, becomes generally known to the public through no breach or fault of the receiving party, (iii) a party receives from a third party who is free to make such disclosure without breaching any legal obligation to the disclosing party under this Agreement, (iv) the receiving party develops independently as evidenced by its own written records or (v) is required to be disclosed by judicial or administrative process, in which case the party required to make that disclosure will notify the other of the obligation and cooperate reasonably with that party’s effort to bar or seek a modification of the order.

C. Contractor will advise its Staff that Confidential Information may be treated only as provided herein and cause its Staff to comply with these requirements.

14. CONFLICT OF INTEREST

A. Contractor shall not hire any employee of WCS to perform any of the Work.

B. Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between Contractor’s family, business or financial interests and the Work, and that any question regarding a possible conflict of interest will be raised by Contractor with WCS.

15. NON-DISCRIMINATION

Contractor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, gender, age, religion, national origin, citizenship status, disability, sexual orientation, veteran or marital status or any other category protected by law or government regulation or order and that it shall comply with all of the applicable laws against discrimination and all rules, regulations and orders issued thereunder or in implementation thereof.
16. NON-ASSIGNABILITY

No assignment of this Agreement, either in whole or in part, or of any of the rights and obligations hereunder, may be made by Contractor without the prior written consent of WCS, which consent can be withheld by WCS in its absolute discretion. Any purported assignment made in violation of this prohibition will be null and void.

17. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be deemed to constitute employment, partnership, or a joint venture between the parties, nor shall Contractor hold itself out as being an agent of WCS. Contractor shall not have the power or authority to bind or commit WCS in any manner. For the purpose of this Agreement, Contractor is an independent contractor, and, as such, is responsible for any and all applicable taxes, including, but not limited to, withholding taxes. Contractor shall save and hold harmless WCS and its trustees, officers, employees, independent contractors and agents against any and all claims and expenses relating to such taxes, which arise or are incurred as a result of Contractor’s performance of this Agreement. WCS reserves the right to deduct any such claims and expenses from any amount that may otherwise be due to be paid to Contractor.

18. GOVERNING LAW AND VENUE

This Agreement will be construed and enforced in accordance with the laws of the State of New York without regard to New York’s choice-of-law rules. The parties hereto consent to the exclusive jurisdiction of any state or federal court located in the State of New York and County of New York empowered to enforce this Agreement and waive any objection thereto on the basis of personal jurisdiction or venue or any other basis.

19. DISPUTES AND CLAIMS

The parties agree that if any dispute, controversy or claim (“dispute”) arises between the parties relating to this Agreement, the Parties will first seek to resolve the dispute through informal discussions. All such discussions are and will be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the dispute cannot be resolved informally within thirty (30) days, either party may make a written demand for non-binding mediation, specifying the scope of the dispute. If the parties cannot agree on a mediator within fifteen (15) days, then either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in any mediation in good faith and that they will share equally in its costs. If the dispute is not resolved within sixty (60) days, either party may commence litigation proceedings in any state or federal court located in the State of New York, County of New York empowered to enforce this Agreement. If the dispute relates to or is the subject of a lien arising out of Contractor’s work, Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by other means.

20. TAXES - EXEMPT

WCS is exempt from sales taxes levied in the State of New York. Should Contractor be entitled to reimbursement for goods and services under this Agreement, such reimbursement will not
include sales taxes from which WCS is exempt. Documentation of WCS’s tax exempt status will be supplied to Contractor upon request.

21. NOTICES

Any notice, approval or other communication required hereunder shall be given in writing and shall be deemed sufficiently given when delivered by reputable commercial courier service with proof of delivery, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the respective addresses set forth for them in the cover page to this Agreement, or as last designated by either party in a notice given hereunder. In the case of notice to WCS, a copy shall also be sent, in the manner described above, to the attention of the General Counsel of WCS at the same WCS address.

22. LIENS

As a condition of payment, Contractor shall cause the discharge of any lien filed in connection with the Work by payment or bonding within seven days of the date of filing of such lien, or such lesser period as shall be necessary to prevent judgment execution or foreclosure of any such lien or any adverse consequences for WCS.
23. INVALIDITY

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement shall not be affected.

24. MISCELLANEOUS

A. The provisions of this Agreement that by their context are intended to survive the expiration or termination of this Agreement shall survive, including, without limitation, Sections 4.H, 7, 8, 11, 12, 13, 17, 18, 19, 22, 23 and 24 hereof.

B. This Agreement, including any exhibits hereto, contains the whole understanding of the parties with respect to the subject matter hereof, supersedes all previous oral or written representations or agreements with respect to such subject matter. No waiver, modification, change, discharge or approval of or under this Agreement shall be valid unless it is in writing and signed by both parties.

C. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.

D. In the event of any conflict between the terms and conditions of this Agreement and any attached exhibit, the conflict will be resolved according to the following order of priority: (i) this Agreement; (ii) Exhibit A, Scope of Work; and (iii) Exhibit C, WCS Rules and Regulations for Contractors.

E. Each party represents and warrants that this Agreement has been duly executed on its behalf by its authorized agent or agents.

F. Headings are inserted for convenience only and are not to be considered in the construction or interpretation of any provision of this Agreement.
Exhibit A

SCOPE OF WORK

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Exhibit B

TERMS OF PAYMENT

[FOR SECTION 1, WCS WILL CHOOSE 1 OF THE 4 ALTERNATIVES]

1. [ALTERNATIVE 1: EQUIPMENT PAYMENT UPON SIGNATURE; REMAINDER OF PAYMENT (LABOR) UPON FINAL ACCEPTANCE: Payment Schedule: Payment of the Contract Price shall be made by WCS by electronic funds transfer pursuant to the following schedule:

- Upon full execution of this Agreement and WCS’s receipt of Contractor’s invoice, presented in the format prescribed by and subject to the approval of WCS, describing Contractor’s purchases of material and equipment required solely for the Work (and any other supporting documentation as WCS may require), WCS shall pay Contractor the sum of such material and equipment purchase amounts.

- WCS shall pay Contractor the remainder of the Contract Price within 45 days after WCS’s receipt of Contractor’s final invoice, presented in the format prescribed by and subject to the approval of WCS, describing the Work performed together with any required supporting documentation, and satisfaction by Contractor of all of the conditions to final Contract Price payment as set forth below in this exhibit.]

1. [ALTERNATIVE 2: EQUIPMENT PAYMENT WHEN CONTRACTOR PURCHASES EQUIPMENT; REMAINDER OF PAYMENT (LABOR) UPON FINAL ACCEPTANCE: Payment Schedule: Payment of the Contract Price shall be made by WCS by electronic funds transfer pursuant to the following schedule:

- Within 45 days after WCS’s receipt of Contractor’s monthly invoice, presented in the format prescribed by and subject to the approval of WCS, describing Contractor’s purchases during the applicable month of material and equipment required solely for the Work together with any required supporting documentation, WCS shall pay Contractor the sum of such material and equipment purchase amounts.

- WCS shall pay Contractor the remainder of the Contract Price within 45 days after WCS’s receipt of Contractor’s final invoice, presented in the format prescribed by and subject to the approval of WCS, describing the Work performed together with any required supporting documentation, and satisfaction by Contractor of all of the conditions to final Contract Price payment as set forth below in this exhibit.]

1. [ALTERNATIVE 3: FULL PAYMENT ON FINAL ACCEPTANCE: Payment Schedule: Payment of the Contract Price shall be made by WCS within 45 days after WCS’s receipt of Contractor’s invoice, presented after completion of the Work, in the format prescribed by and subject to the approval of WCS, describing the Work performed together with any required supporting documentation, and satisfaction by Contractor of all of the conditions to final Contract Price payment as set forth below in this exhibit.]

1. [ALTERNATIVE 4: MONTHLY PAYMENTS FOR WORK COMPLETED: Payment Schedule: Payment of the Contract Price shall be made by WCS within 45 days after WCS’s receipt of Contractor’s monthly invoice, presented in the format prescribed by and subject to the approval of...
WCS, describing the Work performed to WCS’s satisfaction during the applicable month together with any required supporting documentation.]

2. **Conditions to Payment**: No Contract Price payment shall be due or payable from WCS until WCS has received from Contractor all required forms, completed to WCS’s satisfaction, including, but not limited to:

   • Form W-9 Request for Taxpayer Identification Number and Certification

3. **Additional Conditions to Final Payment**: Anything in this Agreement to the contrary notwithstanding, WCS’s obligation to make the final Contract Price payment hereunder is also subject to the following:

   • All of the Work shall have been completed by Contractor.
   • All of the Work shall have been accepted by WCS.
   • All required supporting documentation pertaining to the Work shall have been delivered by Contractor to WCS.
   • All of the other requirements in this exhibit shall have been completed by Contractor to the satisfaction of WCS.
   • Contractor shall not be in breach of any other term or condition of this Agreement.

4. **Payment Disputes**: If WCS disputes an invoice or documentation or parts thereof, or if an invoice or documentation is prepared or submitted incorrectly in any respect, WCS will notify Contractor of the reasons for disputing the items. WCS may withhold from any monies otherwise payable under this Agreement the amount that WCS considers representative of the value of the disputed items. Upon settlement of any dispute, and upon presentation of a new or revised invoice, WCS will pay the agreed upon sum for the items no longer in dispute as provided above in this exhibit.

5. **Acceptance of Final Payment**: Acceptance of final payment under this Agreement shall constitute and operate as a release of WCS from any and all claims of and liability for anything heretofore done or furnished under, relating to or arising out of this Agreement and the Work, excepting only a claim for the amounts deducted or retained in accordance with the terms and provisions of this Agreement or by law.
A. General Rules:

1) The facilities operated by the Wildlife Conservation Society, the Bronx Zoo, The Central Park Zoo, the Queens Zoo, the Prospect Park Zoo and the New York Aquarium, contain many rare, endangered and unobtainable species of animals in its collection. Accordingly, in undertaking work at one of our facilities, the Wildlife Conservation Society requires that all contractors, including their employees, subcontractors and suppliers (hereafter collectively referred to as the “Contractor”) give the highest consideration to protecting the health and welfare of these animals.

2) The Contractor must use extreme care to protect from damage all roads, paths, fences, buildings, trees, shrubs, benches, lawns, and other on-site park equipment and facilities. Any damage caused by the Contractor to the foregoing must be repaired, replaced or restored immediately and at the Contractor’s expense.

3) The construction site is located in a public park and the Contractor must extend every courtesy if contact is made with the visiting public.

4) Construction fences are to be constructed of new, solid type wood material and painted a color to be selected by WCS. No used material is permitted unless approved in advance by WCS.

5) Location of construction trailers, materials storage, and supplies, etc. will be designated by WCS.

6) No construction signs are permitted unless written consent is obtained from WCS.

7) Deliveries of materials to the site must follow WCS’s prescribed traffic routes and be scheduled whenever possible between the hours of 6:00 AM and 10:00 AM. Normal hours of work can be scheduled between 6:00 AM and 5:00 PM Monday through Friday.

8) Permission must be granted by WCS to work at any other time.

9) No blasting will be permitted unless written consent is obtained from WCS in advance.

10) Use by the Contractor’s employees of designated Park public comfort station facilities and eating facilities is permitted. The use of temporary sanitary facilities
11) The Contractor is responsible for keeping the construction site clear and free from litter and is responsible for cleaning up litter that is blown from or generated by the Contractor.

12) The Contractor's employees must park their personal vehicles in parking areas designated by WCS.

13) No private vehicles are allowed on the site unless the prior written consent of WCS has been obtained.

14) The Contractor must visit the site of the Project before work commences to become familiar with all aspects of the job and its location. Such visits should be coordinated through WCS’s Operations Department.

15) The security of all construction trailers, material supplies, and tools is strictly the responsibility of the Contractor.

16) The use of any site utilities is strictly prohibited unless its use is provided for in the contract or prior written permission from WCS has been obtained. All temporary construction utilities remain under the jurisdiction and control of WCS.

17) WCS facilities are non-smoking areas. Smoking is permitted only in designated areas. The Contractor, with the approval of WCS, may designate a portion of the construction site as a smoking area and will be responsible for informing all construction personnel of WCS’s no-smoking policy and the location of the designated smoking area.

18) The Contractor must submit Safety Data Sheets (SDS’s) on all hazardous chemicals that brought on to the Zoo and Aquarium premises to the designated WCS representatives in conformance to the WCS Hazard Communication Program (as required by the Federal OSHA Hazard Communication Standard: 1910.1200). The SDS’s must be submitted prior to performing onsite work. Chemical container labeling must conform to OSHA standards. SDS’s shall be sent to Brenda Burbach (bburbach@wcs.org).

B. Special Rules Regarding Hazardous Materials

SPILL PREVENTION AND CONTROL REQUIREMENTS FOR PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS

As previously noted, WCS cares for many species of wildlife on its premises. In addition, WCS is subject to federal, state and local laws and regulations regarding petroleum products and other hazardous materials.
In order to protect that wildlife and the environment, and to assure its compliance with applicable laws and regulations, WCS has adopted the following Best Management Practices to prevent releases of hazardous chemicals and petroleum products.

All Contractors, regardless of the nature of the work being performed, are required to follow the Best Management Practices set out below to prevent releases of petroleum products and hazardous chemicals. Contractors are responsible for all costs associated with the clean-up of any discharges, including any costs incurred by WCS.

1) Requirements for Contractor Storage On-Site of Petroleum Products and Other Hazardous Materials:

   a) In all cases, the manufacturer’s written instructions for storage are to be followed.

   b) Wherever possible, containers are to be stored indoors.

   c) Where indoor storage is not an available option, containers stored outside must be covered and must be provided with secondary containment (i.e., a structure or container designed to contain spills).

   d) Container storage near drains or water courses is strictly forbidden.

   e) Containers must be stored away from direct traffic routes. The method of storage must provide adequate aisle space to facilitate the transfer of petroleum products and hazardous chemicals, and for the inspection of storage containers and equipment.

   f) All containers must be stored on pallets or similar corrosion prevention devices.

2) On-Site Use of Petroleum Products and Other Hazardous Materials:

   a) Contractors are responsible for maintaining and promptly updating an inventory of petroleum products and other hazardous materials stored on-site. It must be provided to the WCS project manager or other WCS representative upon request.

   b) Manufacturer supplied Safety Data Sheets (“SDS”s) must be maintained on-site for all hazardous materials. These SDSs must be provided to WCS for inspection and copying upon request.

   c) Spill clean-up materials must be kept on-site in ample quantities and be readily available for use.

   d) Minor leaks and spills of petroleum products and other hazardous materials must be immediately cleaned up with absorbent materials. Spill clean-up materials must be promptly and completely collected and disposed of following
all State, Federal and City requirements. Disposal guidelines can generally be found on the SDS. Most chemicals should not be disposed of in the regular trash.

e) When not in use, petroleum products and other hazardous materials must be kept properly secured and stored. Containers must be kept closed when not in use.

f) All containers must be properly labeled. The number of containers should be minimized and all empty containers must be disposed promptly and properly. Generally, this means that containers may not be disposed of as ordinary trash.

g) When changing fluids, drip pans must be used. When transferring fluids to temporary or permanent storage containers, spigots and funnels should be used to minimize drips or leaks.

h) Used clean up materials must be stored in a covered container and disposed of properly when no longer useful. Generally, this means that they may not be disposed of as ordinary trash.

3) Proper Disposal of Petroleum Products, Hazardous Materials, Containers Used to Store Them and Clean-up Materials:

Waste generated as a result of the use of petroleum products and hazardous materials must be properly disposed in accordance with all State, Federal and City requirements. Disposal guidelines can be found on the SDS. Such waste may include, but is not limited to, waste oil, materials used in cleaning up spills, and used containers. Generally, these materials may not be disposed of as ordinary trash. If you have any questions concerning proper disposal of an item, the WCS Environmental Compliance Specialist is available to assist you.

4) Equipment Used on WCS Property: Routine Inspections and Preventive Maintenance Required
Contractors are required to undertake inspection and preventive maintenance procedures on a regular basis to keep vehicles, equipment, machinery, containers and tanks in sound working condition and to minimize the likelihood of any leaks, spills, or other unplanned releases of petroleum or other hazardous chemicals.

5) Delivery of Petroleum Products or Other Hazardous Materials

a) Loading/unloading activities that involve the transfer of petroleum products and other hazardous materials are to be conducted in such a way as to minimize the potential of a leak or spill. The following requirements apply to such site activities:

b) Unloading/loading of containers of petroleum products and other hazardous materials can be performed only within designated transfer areas.

c) All deliveries of fuels and chemicals must be supervised by the Contractor. (The Contractor, not just the driver is responsible for all deliveries.)
d) Contractors must be present for and direct the loading and unloading of drums.

e) Lift truck operators who transport the drums are responsible for the proper and safe transfer of drums and for damage or leaks.

f) Damaged or leaking drums are first to be turned or repositioned to minimize the release of the material, and then formal spill-response procedures are to be initiated.

6) Reporting Spills:

Spills that cannot be immediately contained or are greater than five gallons must be immediately reported to the WCS Project Manager. During non-business hours or if the WCS Project Manager is not available, spills must be reported to Security. The WCS Project Manager or Security are responsible for immediately notifying the Environmental Compliance Specialist.

In addition, the Contractor must provide a written Spill Notification Report to Brenda Burbach, Environmental Compliance Specialist (phone number 718-220-7153, e-mail bburbach@wcs.org) within one hour of the time of the occurrence of the spill. The report may, but is not required to be, in the form attached to this notice. In all events, the following information must be provided:

Facility Information:
- Facility:
- Location within the facility of the spill
- Boundaries of all affected areas

Spill Information: Date and time of spill
- Substance discharged
- Total quantity discharged
- Cause
- Description of nature and effects of discharge (e.g., on ground, air, water, etc.)
- Corrective action undertaken at the time of the report.
- Weather conditions at the time of the spill

Reporting Information:
- Name and contact information for the person providing the report.
- Name and contact information of the Contractor.
- Date and time of report.
- WCS representative to whom the spill was originally reported and date and time of such report.

Note: Where required, notification of the spill to local, State, and Federal officials will be made by WCS, based upon information provided by the Contractor.

LEAVE THE FORM BELOW BLANK
I have read and understand the above Spill Prevention and Control Requirements for Petroleum products and Other Hazardous Materials:

Name of Contractor: _________________________________________________________

Signature of Contractor’s Authorized Representative: ____________________________

Name of Contractor’s Authorized Representative (print)__________________________

Name of Contractor’s Emergency Contact and Phone Number Where That Person Can Be Reached in Non-Business Hours: ____________________________

_________________________________________________________________________
WILDLIFE CONSERVATION SOCIETY
SPILL NOTIFICATION REPORT

LEAVE THIS FORM BLANK

WCS Facility Information:

Facility:_____________________________________________________________

Spill Location: ________________________________

Boundaries of all affected areas:________________________________________

Spill Information:

Time & Date of Spill: _________________________________________________

Substance Discharged: ___________________________________________________________________

Total Quantity Discharged:_____________________________________________

Cause of Spill:_________________________________________________________

Brief Description of the Nature of the Spill Release (e.g., Was it to Ground? Air? Water?):_________________________________________

____________________________________________________________________

Effects of Spill Release (injuries, discharge to water bodies or sewers, etc.):

____________________________________________________________________

Weather Conditions at the Time of the Spill:_______________________________________

____________________________________________________________________

Corrective Actions Taken As of the Date of This Report:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
Additional Corrective Actions Planned and Projected Date of Such Action(s):_____

Reporting Information:

Name of Contractor:________________________________________________________

Contractor’s Address:_______________________________________________________

Contractor’s Telephone Number:_____________________________________________

Name of Reporting Person:___________________________________________________

Telephone # of Reporting Person:_____________________________________________

Date and time of this Report:_________________________________________________

Date, time and identity of the WCS Representative to whom the spill was first reported:___________________________________________________________
Solicitation Acknowledgement

Proposers must complete and sign the following acknowledgement:

Wildlife Conservation Society
Acknowledgement of Solicitation Terms and Conditions

Date (Required): ________________________________

By responding to this WCS ITB, RFP, or RFQ, as the case may be, the undersigned certifies that I have reviewed the contents of this solicitation, including all appendices, graphic charts/drawings, and addenda, and determined that they are acceptable, except for those provisions specifically set forth below: (Use space below and an attachment if needed to list any provisions which require further clarification or negotiation.)

1. __________________________________________________________________________
   __________

2. __________________________________________________________________________
   __________

3. __________________________________________________________________________
   __________

I certify and declare that the foregoing is true and correct.

Signed on __________________ at ______________________________
   Date

   City,
   State of ______________________________
   State

Signature ________________________________

Typed Name: ________________________________

Note: WCS at its sole discretion may accept or reject any proposal response or cancel this solicitation in its entirety at any time without further obligation to Supplier.