



REQUEST FOR PROPOSALS FOR ON-CALL LEGAL SERVICES

CONTRACT NO. R5280

RFP Issued: October 23, 2024

Submission Deadline: November 26, 2024 at 3:00 PM

Important Notice: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Selected Law Firms by the Trust Board of Directors.

Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed here: Nicole Cuttino, Deputy General Counsel. All inquiries shall be made by email to the following address LegalRFP@hrpt.ny.gov. This RFP and all addenda and responses to questions will be posted on the Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

PART I INTRODUCTION

A. BACKGROUND

Hudson River Park Trust (the “Trust”) is a New York State public benefit corporation, created pursuant to the Hudson River Park Act (as amended, the “Act”). The Trust is also regulated pursuant to the New York State Public Authorities Law. Pursuant to the Act, the Trust is governed by a Board of Directors that consists of 13 Directors. Five are appointed by the Governor of the State of New York; five are appointed by the Mayor of the City of New York; and three are appointed by the Manhattan Borough President.

The Trust is responsible for the planning, design, development, construction, operation and maintenance of Hudson River Park (the “Park”), a waterfront park and estuarine sanctuary, which is located between the northern seawall of Battery Park City and West 59th Street along the Hudson River in Manhattan. The Trust operates and maintains the Park with income generated within the Park area by rents from commercial tenants, fees from concessions and permitted events, grants and donations. Capital funding has historically come primarily from the State of New York, City of New York and federal appropriations and grants. The Trust also works closely with Hudson River Park Friends, a New York State not-for-profit corporation established to support the Park, with private donations.

The mission of the Trust is to encourage, promote and expand public access to the Hudson River, to promote water-based recreation, and enhance the natural, cultural, and historic aspects of the river for residents and visitors to the area. For more information about the Trust, please visit the Trust’s website at www.hudsonriverpark.org.

B. INVITATION TO SUBMIT PROPOSAL

The Trust is pleased to invite you to submit a proposal in response to this Request for Proposals for On-Call Legal Services (“RFP”). The purpose of this RFP is to pre-qualify law firms and/or counsel (each a “Law firm” or “Firm”) as eligible to represent the Trust from time to time in connection with real estate, construction, environmental and land use, labor and employment, trademark/copyright, regulatory compliance, litigation and other related matters. Selected Law firms will be eligible for specific retention that may arise during the next five (5) years, beginning on or about March 1, 2025.

This solicitation seeks to replace, as well as supplement, any and all pre-qualified counsel lists that may exist. Accordingly, Firms that have provided legal services to the Trust in the past and those that have existing retainer agreements or contracts in effect must respond to this RFP if they wish to enter into a contract to provide legal services for the Trust over the next five years.

Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation, including participation in other Trust contracts.

C. THE RFP

1. **In General.** You should review and become familiar with all parts of this RFP prior to submitting your proposal, including the proposed form of Contract.

2. **Specific Terms, Deadlines and Requirements:**

a. **Type of Services:** Legal services (the “Services”) in the areas of law set forth in Schedule 1 attached hereto.

b. **Type of Law Firm:** The Trust is seeking proposals from a diverse group of New York-based law firms, large and small, that will provide high-quality services and are dedicated to diversity. Eligible Law firms must have a New York State office. The Trust also encourages New York State-certified MWBE and SDVOB firms to respond to this RFP. Note that inclusion on the pre-qualified legal counsel list does not mean or imply that any firm will in fact be selected or engaged to provide legal services to the Trust. Such selection and engagement will take place only when a need for outside legal counsel arises. The purpose of the pre-qualified list is to procure legal counsel available for engagement on short notice.

c. **Minimum Experience Required:** The Law firms must demonstrate expertise in one or more of the following areas of law: (1) real estate (including commercial leasing, property dispositions, transfer of excess development rights and/or landlord/tenant); (2) construction; (3) environmental; (4) land use; (5) labor/employment; (6) copyright/trademark; (7) regulatory compliance; and (8) litigation. With respect to regulatory compliance and litigation, the Trust is seeking firms that have significant experience representing New York State and municipal entities in Article 78 and other regulatory proceedings as well as knowledge of the New York Public Authorities Law and State Finance Law. The Trust reserves the right to assign firms with demonstrated expertise in one area of law to a legal matter that may cross over to subject matter areas typically covered by firms with expertise in other practice areas. Schedule 1 provides more details about the scope of on-call legal services sought by the Trust.

3. **Contract Information**

Anticipated Contract Date: March 1, 2025

Anticipated Contract Term: Up to Five (5) years

4. **Questions Regarding RFP:** Potential proposers can send questions on this RFP by email at the email address below by 12:00 p.m. on November 12, 2024. Answers to questions will be posted on the Trust website under the Bids

and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-business-opportunities> by November 18, 2024.

5. Proposal Submission Requirements Submission Format:

- a. Electronically to the Trust via Email: LegalRFP@hrpt.ny.gov due on Submission Deadline of **November 26, 2024 by 3:00 pm**.
- b. Electronic proposals shall be sent in two emails as follows:
 - i. Email subject line- for the *Proposal* only: “[PROPOSER’s NAME] Proposal for R5280: HRPT Legal Services”
 - ii. Email subject line- for the *Fee and Cost Schedule* only: “[PROPOSER’s NAME] Price Proposal for R5280: HRPT Legal Services”
 - iii. Proposer is responsible for ensuring that the proposal is in final form and that the electronic delivery method is appropriate for the size of the document
- c. Please note that only one proposal will be accepted per Respondent. However, MWBE and SDVOB certified firms may partner with another Law firm in addition to submitting a separate proposal.
- d. Proposals received after the submission deadline will not be considered.

What to Include:

- a. Cover Letter signed by a person within the firm who is authorized to bind the Proposer, which letter shall list the scope of legal services that the Proposer is seeking.
- b. Proposal Certification Form and Supplemental Questionnaire as found in Exhibits 1 and 1A attached hereto.
- c. Non-Responsibility/Lobbying Form (see Exhibit 3)
- d. Non-Collusion Certification Form (see Exhibit 3)
- e. Iran Divestment Form (see Exhibit 3)
- f. NY EO 16 Russian Divestment Form (see Exhibit 3)
- g. Diversity Practices Questionnaire (see Exhibit 4)
- h. Equal Employment Opportunity Policy Statement (see Exhibit 4)
- i. EO 177 Form – Policies Against Harassment and Discrimination (see Exhibit 4)
- j. Resumes, bios or CVs of staff to work on Trust matters.
- k. Fee and Cost Schedule proposal form (see Exhibit 2) to be included in the Price Proposal email.

All forms included in Exhibits 3 and 4 are also available as fillable PDFs on the Trust website at: <https://hudsonriverpark.org/aboutus/work-with-us/bids-and-business-opportunities/required-forms-procedures/> Other procurement forms will be required of the selected Firms, which forms are also available on the Trust’s Bids and Business Opportunities page.

Recipient’s E-mail address: LegalRFP@hrpt.ny.gov

6. Diversity and Inclusion:

The Trust is committed to diversity and equal employment opportunities among its contractors and consultants. This procurement is conducted in accordance with Article 15-A of the Executive Law and Article 3 of the Veterans’ Services Law. It is the policy of the Trust to maximize opportunities for the participation of MWBE/SDVOBs as bidders, subcontractors, subconsultants, and suppliers on projects.

Although no goals for subcontractor participation in the services by certified MWBE/SDVOBs have been set for this proposal at this time, the Trust seeks proposals from certified MWBE/SDVOBs to serve as on-call legal counsel.

7. Selection Criteria: The Trust will base its selection upon the following criteria:

- 50% Relevant legal experience in each category for which pre-qualification is sought and the qualifications and experience of the staff proposed to be assigned to the Trust’s matters; the quality of the respondent’s management, reputation, and references.
- 25% The proposed fee for legal services and willingness to minimize costs.
- 10% Demonstrated commitment of time and resources to the Trust or other New York State agencies or other public entities, including favorable history, if any, in contracting or doing business with the Trust or another New York State or City agency or public entity.
- 10% As reflected in responses to the Diversity Questionnaire, Proposer demonstrates a strong commitment to diversity.
- 5% Overall organization, completeness, and quality of proposal, including cohesiveness, clarity of response and demonstrated understanding of the Trust, its mission and activities.

D. RESPONSIVENESS DETERMINATION

A respondent is deemed “responsive” when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline referenced above.

In order to be considered responsive, your proposal should be organized and include all of the items as listed in paragraph C(5) above.

PART II REQUIREMENTS

A. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

- 1. Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute a Contract substantially in the form annexed hereto as Exhibit 5. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, the VendRep website at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> and any other government review and approval forms.
- 2. Freedom of Information Law.** All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“FOIL”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.
- 3. Equal Employment Opportunity Requirements.** By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the Contract’s Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the services, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside of New York State.

If awarded a Contract, respondent shall submit a Workforce Utilization Form EEO-101 and shall require each of its Subcontractors to submit a Workforce

Utilization Form EEO-101, in such format as shall be required by the Trust during the term of the Contract. Further, pursuant to Article 15 of the Executive Law (the “NYS Human Rights Law”), Title 8 of the New York City Administrative Code, and all other State and Federal statutory and constitutional non-discrimination provisions, the Firm and subcontractors will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics; military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

4. **Costs.** The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.

5. **The Trust Rights.** This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

6. **Proposals From Principals.** Only proposals from principals and authorized officers will be considered responsive.
7. **Disclaimer.** The Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
8. **Protest Procedures.** Any protests related to this procurement shall follow the procedures set forth in Exhibit 6.

B. VENDOR RESPONSIBILITY

Each Contractor must register on PASSPort with the Mayor's Office of Contracts for itself and its Subcontractors, for all contracts totaling \$250,000 or more in a 12-month period. If applicable, all Contractors must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

For Contractors not on PASSport but with a contract value of \$100,000 or more, Contractor must complete the online questionnaire on the VendRep system at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

C. INTERVIEWS

Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with the Trust will be scheduled after its initial review of proposals.

D. SELECTION

The Trust will review each respondent's proposal in its totality. The selected respondents, if any, will be a respondent whose proposal is most advantageous to the Trust's goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.

The remainder of this page is intentionally blank.

SCHEDULE 1

Scope of Services for On-Call Legal Counsel

The Trust seeks experienced law firms with expertise in one or more of the following areas: (1) real estate (including commercial leasing, property dispositions, transfer of excess development rights and/or landlord/tenant); (2) construction; (3) environmental; (4) land use; (5) labor/employment; (6) copyright/trademark; (7) regulatory compliance; and (8) litigation.

Real Estate Matters

The legal services include, but are not limited to, the following real estate-related matters, particularly involving the Trust's real property assets:

1. **Commercial Leasing:**
Representation of the Trust in the negotiation, drafting, review, and enforcement of commercial leases, including renewals, amendments, and assignments. This includes providing legal advice on lease compliance, remedies for breach, and handling lease disputes.
2. **Real Estate Dispositions including Transfers of Excess Development Rights:**
Legal assistance in the disposition of real and personal property, including due diligence, contract negotiation, title examination, and closings. This also includes handling matters related to the transfer of excess development rights, including New York City zoning processes as discussed below and other real estate transactions as necessary.
3. **Landlord/Tenant Matters:**
Representation of the Trust in all landlord/tenant-related issues and similar matters with concessionaires and permittees, including contract enforcement, compliance with contract provisions, addressing tenant defaults, property maintenance obligations, and disputes arising from such issues and eviction proceedings.
4. **Bankruptcy:** Assisting the Trust on any bankruptcy proceeding undertaken by a Trust tenant or occupant that impacts the Park.
5. **Compliance and Regulatory Matters:**
Advising the Trust on whether actions related to the Trust's real property assets are in compliance with applicable local, state, and federal laws and regulations, including zoning, land use, and environmental regulations.

Construction Matters

The legal services include, but are not limited to, the following construction-related matters, particularly as they pertain to the Trust's construction and design projects:

1. **Contract Review and Drafting:**
Review, drafting, and negotiation of contracts related to construction and design projects, including construction contracts, subcontracts, architect and engineer agreements, and

consultant contracts. This includes ensuring that contracts adhere to the Trust's policies and applicable laws.

2. **Specifications, Purchase Orders, and Change Orders:**

Legal review and analysis of construction specifications, purchase orders, job orders, and change orders to ensure compliance with contract terms, project timelines, and applicable legal standards. This includes addressing any issues that may arise from changes in project scope, cost, or schedule.

3. **Contract Template Review and Analysis:**

Periodic review, updating, and analysis of standard construction contract templates to ensure they remain in compliance with current laws, best practices, and the specific needs of the Trust.

4. **Procurement and Bid Award Process:**

Advising the Trust on procurement laws and procedures, including compliance with applicable local, state, and federal procurement regulations. This includes assisting with the bid award process, reviewing bid documents, and advising on the evaluation of bids and the selection of contractors.

5. **Construction Dispute Resolution:**

Representation of the Trust in construction-related disputes, including contract enforcement, payment disputes, construction defects, and project delays. This may involve negotiation, mediation, arbitration, and other alternative dispute resolution procedures, as well as litigation when necessary.

6. **Litigation and Claims Management:**

Legal representation in construction-related litigation, including claims related to breach of contract, negligence, warranty claims, or construction defects as well as assistance in procedures to remove existing liens against the Trust or the Park. This also includes managing claims and advising on strategies to minimize the risk of litigation.

Environmental Matters

The legal services include, but are not limited to, the following environmental-related matters, particularly as they pertain to the Trust's real property and new construction and capital maintenance projects:

1. **Environmental Regulatory Compliance:**

Advising the Trust on compliance with applicable environmental laws and regulations at the local, state, and federal levels, including the Clean Water Act, Clean Air Act, and hazardous materials regulations. This includes providing guidance on maintaining compliance with permits and licenses required for development, construction and operational activities.

2. **Environmental Quality Review:**

Reviewing and advising on environmental impact assessments and environmental quality reviews under applicable laws, such as the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA). This includes preparing or reviewing required documentation and guiding the Trust through the environmental review process.

3. **Strategic Environmental Advice:**
Offering strategic advice related to environmental issues that may affect the Trust's operations, development projects, or property management. This includes risk assessments, environmental audits, and advising on best practices for minimizing environmental liability.
4. **Environmental Approvals for Development Projects:**
Assisting with securing environmental approvals for development and capital maintenance projects, including the negotiation of conditions for approvals, guidance through the permitting process, and ensuring compliance with environmental impact mitigation measures.
5. **Environmental Litigation and Dispute Resolution:**
Representing the Trust in environmental disputes and litigation, including actions related to contamination, remediation, and enforcement of environmental laws and regulations. This may involve handling claims involving government agencies, private parties, or other stakeholders.
6. **Flood and Storm Resiliency:**
Advising the Trust on matters related to flood and storm resiliency, including compliance with flood zone regulations, stormwater management, coastal zone consistency, and coastal resiliency planning.

Land Use Matters

The legal services include, but are not limited to, the following land use-related matters, particularly as they pertain to the Trust's interests:

1. **Land Use and Zoning Advice:**
Advising the Trust on national, regional, and local land use matters, including analysis and interpretation of zoning regulations. This includes providing due diligence on zoning compliance for proposed projects and development initiatives, as well as advising on land use strategies and potential zoning changes.
2. **Zoning Due Diligence and Analysis:**
Conducting comprehensive zoning due diligence for proposed developments. This includes assessing the feasibility of proposed uses, compliance with current zoning laws, and the potential for variances, special permits, or rezonings, including for public and private developers seeking to purchase the Park's excess development rights.
3. **Representation in Land Use Disputes:**
Representing the Trust in pre-litigation negotiations and formal litigation related to land use disputes. This may involve disputes over zoning interpretation, land use approvals, environmental compliance, Park boundaries, riparian rights and other regulatory issues.
4. **Litigation and Administrative Hearings:**
Handling land use-related litigation, including appeals of zoning board decisions, challenges to land use approvals, and enforcement actions. Representation may also include appearing before local community boards and other regulatory agencies.

Labor and Employment Matters

The legal services provided under this contract will include, but are not limited to, the following labor and employment-related matters, covering both non-litigation and litigation services for the Trust:

1. **Internal Employee Matters:**
Advising the Trust on day-to-day employment matters, including hiring practices, employee discipline, workplace accommodations, severance agreements, and compliance with wage and hour laws. This includes providing guidance on employee benefits, performance management, and leave policies (FMLA, paid sick leave, etc.).
2. **Severance and Separation Agreements:**
Drafting, reviewing, and negotiating severance agreements and separation packages for departing employees, ensuring compliance with applicable laws and minimizing legal risk to the Trust.
3. **Organized Labor Relations:**
Assisting the Trust in managing relationships with labor unions, including advice and representation in collective bargaining negotiations, grievance proceedings, and contract interpretation issues.
4. **Policy Drafting and Best Practices:**
Assisting in the development, review, and implementation of employment-related policies and procedures, including employee handbooks, workplace conduct policies, discrimination and harassment policies, and compliance with labor laws. Advising on best practices for ensuring a legally compliant and productive work environment. Providing training to Trust staff on required topics such as annual sexual harassment training.
5. **Internal Investigations:**
Conducting or advising on internal investigations related to employee misconduct, discrimination, harassment, or workplace disputes. This includes providing legal guidance on investigation procedures, documentation, and resolution.
6. **Labor/Employment Litigation:**
Representing the Trust in labor and employment-related claims in state and federal courts, as well as administrative proceedings before agencies such as the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), New York City Commission on Human Rights, and other relevant bodies. This includes defense against claims under Title VII, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Fair Labor Standards Act (FLSA), and other employment laws.
7. **Administrative Proceedings, Arbitration, and Mediation:**
Representing the Trust in non-court dispute resolution processes, including arbitration, mediation, and administrative hearings involving employment disputes. This includes resolving claims related to wrongful termination, discrimination, wage disputes, and other employment-related matters.

Trademark/Copyright:

1. **Trademark advise and filing strategies:** providing advice on design and selection of trademarks, advising on use and registration of trademarks including filing strategies, filing trademark applications, handling trademark renewals, conducting trademark searches and responding to USPTO office actions.
2. **Handling infringement disputes:** handling infringement disputes, litigation and appeals; drafting and responding to cease and desist letters; advising on ensuring that the Trust does not infringe on other entities trademarks and copyrights.
3. **Advise on Copyright issues:** supporting the Trust in any copyright applications and filings, advising on protecting the Trust's copyrights, advising on permit language to protect marks and copyrights.

Regulatory Compliance Matters

The legal services provided under this contract will include, but are not limited to, advising and representing the Trust on a wide range of regulatory compliance and operational matters related to its status as a public entity and non-profit organization. This scope includes both non-litigation advice and litigation services:

Non-Litigation Matters:

1. **Corporate Governance:**
Advising the Trust on corporate governance matters, including compliance with its bylaws, internal policies, and applicable regulations for public authorities and non-profit organizations. This includes advising on board operations, fiduciary duties, conflicts of interest, and best practices for governance.
2. **Compliance with Public Authorities Law and State Finance Law:**
Providing legal guidance on the Trust's obligations under the Public Authorities Law and the State Finance Law. This includes advice on financial disclosures, procurement procedures, reporting requirements, and the fiduciary duties of board members and officers.
3. **Open Meetings Law and Freedom of Information Law (FOIL):**
Advising the Trust on compliance with New York's Open Meetings Law, ensuring transparency in public meetings, proper notice, and record-keeping. Also includes guidance on responding to requests under the Freedom of Information Law (FOIL), managing exemptions, and navigating disputes regarding public records.
4. **Regulatory Compliance for Public Authorities and Non-Profit Organizations:**
Advising on the regulatory framework that governs public authorities and non-profit organizations, including filing and reporting requirements, conflicts of interest, tax-exempt status compliance, and maintaining accountability to stakeholders and the public.

Litigation Matters

In addition to litigation related work listed above, the legal services include, but are not limited to, representing the Trust in all litigation matters, covering a wide array of potential disputes and

claims. The scope encompasses the following:

General Litigation:

1. **Commercial Litigation:**
Representing the Trust in all forms of commercial disputes, including breach of contract, vendor disputes, real estate-related claims, construction disputes, and other business-related litigation. This includes pre-litigation counseling, negotiation, and settlement discussions to minimize risks and potential exposure.
2. **Contractual Disputes:**
Handling litigation related to contract interpretation, enforcement, or breach. This includes disputes arising from service contracts, leases, development agreements, and other binding agreements involving the Trust.
3. **Real Estate Litigation:**
Representing the Trust in real estate-related litigation, including disputes over property rights, zoning, landlord-tenant issues, title claims, and foreclosure and bankruptcy proceedings.
4. **Employment Litigation:**
Defending or prosecuting claims related to employment matters, including wrongful termination, discrimination, wage and hour disputes, breach of employment contracts, and claims brought under federal, state, or local employment laws (e.g., Title VII, ADA, ADEA, FLSA).

Regulatory and Administrative Litigation:

5. **Regulatory Enforcement and Compliance Litigation:**
Representing the Trust in disputes involving regulatory authorities, including challenges to regulatory enforcement actions, compliance audits, or penalties. This includes representing the Trust in administrative hearings and judicial reviews related to regulatory compliance.
6. **Article 78 Proceedings:**
Handling Article 78 proceedings, including judicial review of administrative decisions made by or against the Trust. This includes representing the Trust in challenges to decisions by local, state, or federal agencies, or defending against challenges to the Trust's decisions or actions.
7. **Environmental Litigation:**
Representing the Trust in environmental disputes, including challenges related to compliance with environmental regulations, environmental impact reviews, contamination, and remediation efforts. This includes both pre-litigation and formal litigation.

Specialized Litigation:

8. **Construction Litigation:**
Handling disputes related to construction projects, including claims of construction defects, project delays, non-compliance with project specifications, breach of

construction contracts, and change order disputes. Representation may include litigation, arbitration, or mediation, depending on the dispute resolution method required by contract or law.

9. Land Use and Zoning Litigation:

Representing the Trust in litigation involving land use and zoning disputes, including challenges to zoning approvals, variances, special permits, and land use regulations. This includes representation in administrative appeals and court proceedings.

10. Civil Rights and Constitutional Law Litigation:

Defending the Trust, its members, officers, and employees in lawsuits alleging violations of civil rights or constitutional law. This includes claims related to due process, equal protection, and First Amendment rights.

Dispute Resolution:

11. Alternative Dispute Resolution (ADR):

Representing the Trust in alternative dispute resolution processes, including mediation and arbitration, to resolve disputes without litigation. This includes negotiating settlements, preparing for ADR proceedings, and ensuring the Trust's interests are protected in these forums.

12. Litigation Management and Strategy:

Developing litigation strategies tailored to each case, including conducting risk assessments, cost-benefit analysis, and advising the Trust on settlement options, trial strategy, or appeal. This includes regular reporting and updates on the status of litigation matters.

EXHIBIT 1
RESPONDENT'S PROPOSAL CERTIFICATION FORM

Submitted by

[Insert Name of Respondent] (The "Respondent")

Respondent makes the following statements and representations as part of its Proposal:

- a. That the Respondent has examined all parts of the RFP, including the Contract Draft, and all terms and conditions hereof.
- b. That the Respondent has an office in New York State to perform the Legal Services.

WHEREFORE, the Respondent submits this Proposal to the Trust.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

If a New York State-certified MWBE and/or SDVOB, attach copies of your State-certification.

EXHIBIT 1A:
SUPPLEMENTAL QUESTIONNAIRE

Submit responses to the following questions, using 12-point font, with standard margins. Provide the information in the same order in which it is requested. **All questions must be answered as a part of the submittal of this RFP.**

1. Provide background about the law firm, including size, locations, and practice areas.
2. Clearly indicate which one or more of the practice areas listed in Schedule 1 of this RFP that the firm is interested in serving as Trust counsel.
3. For the practice areas identified, provide a description of the law firm's relevant experience. Include a brief description of representative transactions and specify the law firm's role for each.
4. Indicate whether services have been provided previously to the Trust, or other entities, particularly New York State public benefit corporations or public authorities. If so, list and describe any and all work performed including (a) the date(s) such work was performed, (b) the entity for which such work was performed, and (c) the area of expertise for the work performed.
5. Provide a listing of the principal partners and other attorneys who would be responsible for Trust matters, and a description of the relevant qualifications and experience of each attorney. Identify the Trust's primary point of contact. Attach a resume or C.V. for each attorney that will work on Trust matters.
6. Identify three client references, including the name of the organization, the name of the contact, title, telephone number and email address.
7. Identify and describe the nature of any potential conflict of interest, actual or perceived, which exist or may arise in providing legal services to the Trust. If conflicts do or might exist, describe how your firm will resolve them.
8. If the law firm is a State-certified MWBE or SDVOB firm, provide documentation evidencing certification. Law firms that are not certified, but have applied for certification, should provide evidence of filing, including the filing date.
9. A description of the instances, if any, in which the law firm has worked with MWBE or SDVOB law firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Responses should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated.

EXHIBIT 2
FEE AND COST SCHEDULE

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages.
2. **PLEASE BE SURE THAT YOU SUBMIT YOUR FEE AND COST SCHEDULE IN A SEPARATE EMAIL Per PART I INSTRUCTIONS.**

(See Fee and Cost Schedule on following page)

EXHIBIT 2:
FEE AND COST SCHEDULE

Submit responses to the following questions set forth in this Fee and Cost Schedule, on a separate document called “FEE AND COST SCHEDULE” in at least 12-point font, with standard margins. Provide the information in the same order in which it is requested. **All questions must be answered as a part of the submittal of this RFP.**

1. State the current billing rates for services of partners, senior associates, junior associates, law clerks, and legal assistants/paralegals and proposed/expected rates for the following five-year period (including existing billing rates for 2024 and proposed rate to the Trust). Include:
 - (a) Schedule of all disbursements that you anticipate will result in a charge to the Trust and the rate for each;
 - (b) A statement whether you would be willing to agree to caps on fees in certain matters, and if so, the type of matter.
 - (c) A statement whether you are willing to provide pro bono services for certain types of matters and if so, the type of matter.

In responding, provide one or more of the following in respondent’s order of preference: (i) a single hourly rate for all partners/counsel, a separate single hourly rate for all senior associates¹, a separate single hourly rate for all junior associates, a separate single hourly rate for all law clerks, and a separate single hourly rate for all paralegals/legal assistants; (ii) a blended hourly rate for all partners and associates; or (iii) the individual hourly rates for each attorney to be assigned to the contract with a percentage discount.

2. State your firm’s process for billing clients.
3. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other proposers and make your firm’s services as legal counsel more cost effective for the Trust.

¹Senior associates have at least five years of experience. Junior associates have five or less years of experience.

EXHIBIT 3

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS [LOBBYING FORM]

NON-COLLUSION CERTIFICATION FORM

IRAN DIVESTMENT FORM

EO 16 RUSSIA CERTIFICATION FORM

The forms attached are also available on the Trust's Bids and Business Opportunities Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name: Title:

Contract Procurement Number: Date:



Disclosure of Prior Non-Responsibility Determinations

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No Yes

2. If yes to Question #1, then was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

No Yes Not Applicable

3. If yes to Question #1, then was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No Yes Not Applicable

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____



**Affirmation of Understanding of and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6)(b)**

hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____
Name: Title:

Contractor Name:

Contractor Address:



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone: Fax: Email:

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

[Redacted], BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of [Redacted], to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is: [Redacted]
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is: [Redacted]
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

Subscribed to and sworn to before me
This day of , 20__

Notary Public

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor/Contractor does not conduct business operations in Russia within the meaning of Executive Order No. 16

2. a. Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

- 2.b. Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

3. Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor/Contractor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

EXHIBIT 4

M/WBE Policy Statement and EO No. 177 FORMS

- 1. Diversity Practices Questionnaire**
- 2. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 3. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

* * *

Please note that all of these forms are available on the Trust Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ company (the “Company”), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

- 1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? YES NO

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

- 2. What percentage of your Company’s gross revenues (from your prior fiscal year) were paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company’s clients or customers?

0.0%

- 3. What percentage of your Company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?¹

0.0%

- 4. Does your Company provide technical training² to MBEs/WBEs? YES NO

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program?
 YES NO

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? YES NO

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? YES NO

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful Proposer? YES NO

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official
Printed Name of
Signatory
Title

Name of Business

Address

City, State, Zip

-



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES & EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, , the (awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at

MWBE

EEO

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Hudson River Park Trust and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE

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

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement 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 State contract



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES &
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Agreed to this day of 20

By _____

Print: Title:

Minority Business Enterprise Liaison

is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

Contractor's Proposed M/WBE Contract Goals

% Minority Business Enterprise Participation

% Women's Business Enterprise Participation

(Authorized Representative Signature)

Title:

Date:



**CERTIFICATION OF INSTITUTING POLICIES
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
(Business name):

By
(Authorized signatory):

Title:

Date:

¹ Form to be signed by an individual officially authorized to sign on behalf of business

EXHIBIT 5
Form of Contract

CONTRACT NO.

Legal Consulting Services

Contract Date:	
Contract Term:	
Name of Contractor/Consultant (hereafter "Contractor" or "Consultant"):	
Contract Price:	
Contractor Contact Person:	
Contractor Address:	
Contractor Phone number:	Contractor Email:

- **Scope of Services ("Services"):** See attached engagement letter ("Engagement Letter") at Appendix B.

Legal Services involve

Services may also involve legal services by

- **Trust Contact Person:** Christine Fazio, General Counsel; 917-661-8738; cfazio@hrpt.ny.gov

General Terms and Conditions

1. **Supervision by the Trust.** Services shall be subject to the general direction of the Trust.
2. **Approvals or Acceptance by the Trust.** Whenever action is to be taken, or approval or acceptance given by the Trust, such action, approval or acceptance shall be deemed to have been taken or given, only if so taken or given by the Trust's representative, by the official of the Trust who signed this Contract on behalf of the Trust, or by another officer or employee of the Trust duly designated by such signing officer to represent the Trust in connection therewith.
3. **Contractor as Independent Contractor.** Notwithstanding any other provisions of this Contract, the Contractor's status (and that of any subcontractor) shall be that of an independent contractor and not that of an employee of the Trust. Accordingly, neither the Contractor nor any subcontractor shall hold itself out as, or claim to be acting in the capacity of, an employee of the Trust.
4. **Payment.** Contractor shall bill the Trust monthly based on the hourly rates set forth in the attached fee and cost schedule ("Fee and Cost Schedule") up to a Maximum Contract Price set forth above – See Appendix C attached. Any fees above the maximum requires advance approval by the Trust and an amendment to this Contract. Invoices shall be sent to billing@hrpt.ny.gov with a cc to cfazio@hrpt.ny.gov.
5. **Appendices.** The State Standard Clause A is incorporated herein as attached at Appendix A. Contractor shall maintain insurance coverage and provide copies of its Certificates of Insurance as set forth at Appendix D.
6. **Nondiscrimination.** To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other NYS and United States statutory and constitutional non-discrimination provisions, the Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence status.

7. Workforce Utilization Form. A Workforce Utilization Form is required for all non-construction contracts in excess of \$25,000 and for all construction contracts in excess of \$100,000. Once the Contract has been awarded, the Consultant and its Subcontractor(s) shall each submit a Workforce Utilization Report to the Trust with each payment requisition which shall indicate the actual workforce utilized in the performance of the Contract broken down by the specified categories including ethnic background, gender, and Federal occupational categories. The Trust will either (i) provide the requisite forms to the Consultant for Consultant and its Subcontractor(s) to submit electronically to email address EEO101@hrpt.ny.gov or (ii) direct the Consultant and its Subcontractor(s) to submit the information directly onto the New York State Contract System.
8. Indemnification. Notwithstanding anything to the contrary contained herein or in any existing statute, the Consultant shall be liable to and hereby agrees to hold harmless and to indemnify the Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees (collectively the "Indemnitees") from and against any damages, lawsuits, claims, judgments and liabilities, including reasonable attorney's fees and court costs, which the Indemnitees may sustain, be subject to or be caused to incur by virtue of or as a result of any settlement approved by Consultant or of an adverse determination of any claim, demand, suit, proceeding, action or cause of judicial or administrative action for:
 - a. Any negligent act or omission of Consultant, their agents, servants, employees, officers, consultants, or subcontractors, or
 - b. Any willful misconduct of Consultant, their agents, servants, employees, officers, consultants, or subcontractors, or
 - c. Any infringement of claimed copyright or patent right of designs, plans, drawings or specifications furnished by Consultant, their consultants or subcontractors.

This Paragraph 8 shall survive the expiration or earlier termination of the Contract.

9. Vendor Responsibility. The Consultant shall provide the Trust with a list of all Subcontractors employed for the performance of the Contract Work whose subcontract amount totals \$25,000 or more. The Consultant will require any Subcontractor whose subcontract amount totals \$100,000 or more to provide it a copy of its Vendor Responsibility Determination, which may either be a copy of its submission on the Mayor's Office of Contracts Services Procurement and Sourcing Solutions Portal (PASSPort) or the copy of its submission to the State's VendRep system or as a hard copy using the Vendor Responsibility form that the Trust has provided to the Consultant. Such submissions by the Subcontractor to the Consultant shall occur in a timely fashion but in no event later than the commencement of the Contract Work performed by such Subcontractor pursuant to its subcontract.
10. State or City Not a Party. The State of New York, including its Office of Parks, Recreation and Historic Preservation and its Department of Environmental Conservation, and the City of New York are not parties to this Contract and in no way shall either be responsible to any party for any claims of any nature whatsoever arising or which may arise from this Contract unless the State or the City expressly takes over this Contract and then only as to claims arising after such Contract is taken over by either New York State or New York City.
11. Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Contract may be signed and delivered electronically, and the parties may rely on such electronic signatures as originals.

IN WITNESS WHEREOF, the parties hereby execute and deliver this instrument as of the Contract Date.

HUDSON RIVER PARK TRUST

LAW FIRM

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. 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).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or

numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

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

Contractor will include the provisions of “(a), (b) and (c)” above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the State’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. 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 thislaw 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.

19. 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.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this

bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. 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.

25. 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.

26. 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/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.

27. 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.

APPENDIX B

SCOPE OF SERVICES/ENGAGEMENT LETTER

[TO BE INSERTED WITH ENGAGEMENT]

APPENDIX C

FEE AND COST SCHEDULE

PAYMENTS BASED UPON HOURLY RATES

The Consultant shall be paid pursuant to the Fee Schedule annexed in Engagement Letter in Appendix B and in accordance with the Trust's Reimbursable Policy set forth below to the extent they do not conflict with the reimbursable expenses contained in Appendix B. The Fee Schedule will remain in effect for the Term of the Contract and includes all multipliers associated with the Consultant's staff costs, plus overhead and profit.

- (a) The Consultant shall be paid pursuant to the Fee Schedule plus Reimbursable Expenses in a total amount not to exceed _____ ("Fee"). The Fee shall accrue and be paid in accordance with actual staff time expended in the performance of the Services.
- (b) The Consultant shall submit written requests for payment in a format determined by the Trust on or about the first (1st) day of each calendar month for Services actually performed during the immediately preceding calendar month ("Payment Requisition"). The Payment Requisition shall contain detailed monthly invoices that include a description of the Services performed, the staff hours expended for those Services and the hourly rates for each such employee category, Reimbursable Expenses incurred during the billing period, Subcontractor costs incurred during the billing period, and any M/WBE, SDVOBs and Workforce Utilization Reports reporting requirements associated with Subcontractor payments. The Trust shall pay the Consultant within thirty (30) days of the submittal of the Payment Requisition, except in the event that there is a dispute and the procedures set forth in the Engagement Letter are in effect.
- (c) Each Payment Requisition submitted to the Trust by the Consultant shall constitute a representation that, except as specifically set forth in the Payment Requisition, as of the date of the Requisition, all representations and warranties made by the Consultant under the Contract are true, complete and accurate as if made as of the date of the submission of the Payment Requisition.

HUDSON RIVER PARK TRUST REIMBURSABLE POLICY

A. The Consultant must submit detailed documentation in support of the Consultant's request for reimbursement.

Invoices should be submitted monthly and include the Trust's contract and project numbers, if any. The Consultant should also include federal identification number with the first invoice.

B. Out-of-pocket expenses should be delineated on any invoices by general category. The Consultant must submit supporting documentation for each individual expense category.

C. PRINTING / PHOTOGRAPHY.

- (a) Internal printing, photography, Xeroxing, blueprinting or other reprographic work in performance of the scope of services is not reimbursable.
- (b) Outside printing, photography, Xeroxing, blueprinting, or other reprographic work performed will be reimbursed only to the extent work is specifically requested by the Trust in writing, and at cost evidenced by a receipt.

D. TELEPHONE.

- (a) All phone calls are part of Consultant's overhead costs and are not reimbursable.
- (b) Calls between Consultant's office(s) and its employees are not reimbursable.

E. TRANSPORTATION. Only authorized out-of-town travel in connection with the Project is to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances below, and only to the extent that the work is specifically requested by the Trust in writing and as evidenced by a receipt.

F. LODGING. Hotel/motel costs in connection with authorized out-of-town travel are to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances and only to the extent that the work is specifically requested by the Trust in writing and as evidenced by a receipt.

G. OVERNIGHT DELIVERY, MESSENGER. All messenger and delivery costs associated with the performance of the scope of services are part of the Consultant's overhead costs and are not reimbursable. Deliveries between Consultant's office(s) and its employees are not reimbursable. All messenger and delivery costs associated with out of scope services shall be reimbursed at receipted cost of such service without any handling or other Consultant add-on fee and only to the extent that such work is specifically requested by the Trust in writing.

H. NON-REIMBURSABLES.

- (a) Flight insurance.
- (b) Valet Services.
- (c) Personal expenses of any type.
- (d) Delivery charges associated with delivery of Consultant payment vouchers.
- (e) Public transportation, personal vehicle, and/or taxi to any Trust office or meeting.
- (f) Parking or toll charges associated with travel to Trust offices or meetings.

I. EQUIPMENT AND SUPPLIES. All costs for equipment and supplies are part of the Consultant's overhead costs and are not reimbursable. Where the Trust specifically requests equipment or supplies not covered by the scope of services, the Consultant must supply the following detailed documentation:

- (a) Receipts of suppliers' invoices for costs of commodities, equipment and supplies, or other reimbursable items. Invoices must show quantity, description and price (less applicable discounts and purchasing agent's commission).
- (b) Title to all equipment purchased pursuant to the Contract is vested in the Trust. The Trust has the option of claiming any or all of such equipment.

J. NO REIMBURSEMENT FOR SALES TAX. The Trust is a New York State public benefit corporation and as such is exempt from all sales taxes in New York State. The Trust will not reimburse the Consultant for sales or use taxes over ten dollars (\$10.00) incurred in connection with the Contract. If the Consultant purchases goods or services that involve sales or use taxes in excess of over ten dollars (\$10.00), the Consultant must, in advance of making such purchases, obtain a sales tax certification from the Trust so that no such taxes are incurred.

K. GENERAL.

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Original receipts should be presented for reimbursement whenever possible.
- (c) At any time or times until three (3) years after completion of Consultant's services or earlier termination of the Contract by the Trust, the Trust may audit the vouchers and statements related to cost. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher that are found on the basis of such audit to not constitute reimbursable costs. Any such payment may be reduced for overpayments or increased for underpayment, as the case may be.

HUDSON RIVER PARK TRUST
SCHEDULE OF REIMBURSABLE ALLOWANCES

I. LODGING

See:
<http://www.gsa.gov/portal/category/100120> for permissible allowances

II. TRANSPORTATION ALLOWANCES

A. PERSONAL CAR MILEAGE

<https://www.irs.gov/tax-professionals/standard-mileage-rates>

B. CAR RENTAL

Actual

C. AIRLINE & OTHER PUBLIC TRANSPORTATION

Actual - evidenced by receipt.

E. TAXI FARES

Actual - evidenced by receipt.

APPENDIX D

INSURANCE

- a) Upon the execution date of the Contract or as of the date indicated in a “Notice to Proceed”, the Consultant shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Consultant of any obligations, responsibilities or liabilities under this Appendix.
- b) All insurance required by this Appendix shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the City of New York and each of their agencies, offices and departments. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Consultant shall require that any subcontractors or sub-subcontractors that perform work for the Consultant under this Contract in a sub-contract amount of Five Thousand Dollars (\$5,000) or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.
- e) Consultant shall cause all insurance to be in full force and effect as of the execution date of the Contract, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Contract and as further required by this Appendix. Consultant shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:
1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.

2. Be obtained at the sole cost and expense of Consultant or its respective subcontractor(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.

3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed Twenty-Five Thousand Dollars (\$25,000) per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of Twenty-Five Thousand Dollars (\$25,000) per claim unless otherwise approved by the Trust.

f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.

g) Upon the renewal date of any insurance policies, the Consultant shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.

h) Consultant shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.

i) Consultant, throughout the Term of the Contract, or as otherwise required by this Appendix, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Appendix, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

(1) **Commercial General Liability Insurance** with a limit of not less than **Two Million Dollars (\$2,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. . This requirement applies only to the General Liability policy, it does not apply to the Umbrella Liability policy.

(2) **Comprehensive Business Automobile Liability** Insurance with a limit of not less than **One Million Dollars (\$1,000,000)** Combined Single Limit. Such insurance shall cover owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage and medical payments, and include uninsured and underinsured motorists' coverage.

(3) **Workers Compensation, Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to Consultant's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.

- a. The NY State Workers Compensation Board guideline regarding these requirements is available at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- c. If the Consultant is not a NY State based business, then the Consultant must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

(4) If Consultant is providing or subcontracting professional services, Consultant shall certify that the Consultant and/or its consultant(s) and subconsultant(s) maintain Errors and Omissions Liability Insurance or Professional Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and as an aggregate annual limit. Policy limits must be adequate to cover both the cost of defense and damages arising out of any resulting judgments and court costs.

- a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by the Contract.

- b. If coverage is written on a claims-made policy, Consultant warrants that any applicable retroactive date precedes the effective date of the Contract; and that continuous coverage will be maintained, or an extended period exercised for not less than three (3) years and shall cover third party claims resulting from invasion of privacy, theft of data, data corruption and restoration.

(5) **Professional Liability Insurance** with a limit of not less than **Two Million Dollars (\$2,000,000)**. Such insurance shall designate the Consultant as named insured.

The Trust and the Consultant shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss, and each party shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the

recovery of any such insurance proceeds. Consultant's obligations as set forth in this Appendix shall survive the expiration or earlier termination of the Contract.

APPENDIX E
M/WBE REQUIREMENTS

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Hudson River Park Trust (“Trust”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) 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/consultant 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 Trust, to fully comply and cooperate with the Trust in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. 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”) and other applicable federal, state, and 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 assessment of liquidated damages and such other remedies are available to the Trust pursuant to the Contract and applicable law.

II. Contract Goals

For purposes of this Contract, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors, service providers, and suppliers to the Consultant. Nevertheless, the Consultant is encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be found at <https://ny.newnycontracts.com>.

Additionally, Consultant is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

APPENDIX F
SDVOB REQUIREMENTS

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Veteran Services Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”); thereby further integrating such businesses into New York State’s economy. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

EXHIBIT 6

PETITION PROCEDURE

The procedures set forth in this Exhibit shall apply to all protests (collectively, “Protests” and each individually, a “Protest”) related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in this section.

Types of Protests. There are three types of procurement Protests:

- Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- Post-Award Protest: A protest submitted after the Contract has been executed, but only to the extent that the protest is based on newly discovered information that was not available prior to execution of a Contract.

Submission of Protests/Deadlines. All Protests must be in writing and must be submitted in accordance with the following timeline for the following types of Protests:

- A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I of the RFP;
- A Pre-award Protest must be submitted five (5) business days from the later of receipt of Notice of the Trust’s contingent award of the Contract and the date proposals are made publicly available; and
- A Post-award Protest must be submitted five (5) working days from the date the protesting party knew or should have known the newly discovered evidence that serves as the grounds of its Protest.

A Protest will be considered submitted when the Protest is received by the Trust.

Contents of Protest: The Protest should include, without limitation, the following information:

- name, address and telephone number of the protester;
- appropriate identification of the procurement, including the Contract Number;
- statement of the basis of the Protest;
- supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

- form of relief requested.

Address for Submission of Protests:

Hudson River Park the Trust
Pier 40, 2nd Floor
353 West Street
New York, NY 10014
Attention: General Counsel

Method of Submission: Hand, Express Mail, or other nationally-known overnight courier.

Envelope: The envelope enclosing the Protest must be clearly labeled “PROTEST” and must list the Contract Number to which the Protest relates.

Additional Information: The Trust may request that the protestor submit additional information that it may need in order to consider the Protest. Any additional information requested by the Trust must be submitted within the time period established by the Trust in order to expedite consideration of the Protest. Failure of the protestor to comply with a request for information within the specified time period will result in a resolution of the Protest without consideration of any information subsequently submitted by the protestor in an untimely manner.

Determinations. The Trust’s General Counsel or his/her designee has the authority to make a final determination. The Trust will respond to each substantive issue in the Protest. The Trust may, in its sole discretion, meet with the protesting respondent and any affected party to discuss the Protest. The Trust shall have the right to take such appropriate action as may be in the best interests of the Trust and the City in light of the determination.

The Trust’s determination shall be final. The respondent shall have been deemed to have received the Trust’s determination notice no later than five (5) days from the date of mailing or upon delivery, if delivered by hand of the Trust’s determination.