



REQUEST FOR PROPOSALS

Operational Oversight and Revenue, Expenditure, and Accounting Review Services of Pier 40 Public Parking Garage

Contract No. # G8320

RFP Issued: January 26, 2026

Question Submission Deadline: February 5, 2026 at 4:00pm

Trust Response to Questions: February 12, 2026

Submission Deadline: March 5, 2026 at 4:00pm

I. DESCRIPTION

The Hudson River Park Trust (“Trust”), a New York State Public Benefit Corporation and 501 (C)(3), is seeking an individual or firm to perform operational oversight and revenue, expenditure and accounting auditing services of its Pier 40 Public Parking Garage (“Parking Garage”) located at Houston Street and West Street in Manhattan, New York City. The Trust is responsible for the planning, design, construction, and maintenance of the 4-mile Hudson River Park (“Park”) on Manhattan’s lower west side. The Parking Garage is currently responsible for bringing in roughly 25 percent of the Park’s total revenues, with which the Trust funds the care and maintenance of the entire Park. The garage can accommodate approximately 2,300 passenger vehicles at current capacity. Transient volume is approximately 4,600 transactions per month and utilizes 10% of total capacity. The other 90% of capacity is designated for monthly users. The Parking Garage currently uses a Secom parking revenue and access control system with NetAdmin management access installed in March 2004 and plans to replace the system in the next 12 months. The Parking Garage is currently managed for the Trust by MP Pier Parking, LLC (“MP Pier”) and is responsible for all garage operation and purchases.

II. SCOPE OF WORK

A. Scope of Work - Core Tasks

The selected Respondent will perform the following services as part of this engagement:

1. Review documents deemed pertinent to the Parking Garage operations and necessary to obtain a thorough understanding of existing operations, including: 1) the MP Pier management contract; 2) monthly and yearly statements and budget documents; 3) existing operating policies and procedures; and 4) quarterly parking rate surveys.
2. Monthly audit of revenue and access control system, including reconciling parking tickets issued against fees paid and assessing condition and functionality. This audit should be completed and received by the Trust no more than fourteen (14) business days after either the 20th of each month or when Garage Operator monthly statement is received, whichever is later.
3. Monthly audit and review of Garage Operator statement for compliance with MP Management Contract. Monthly Garage Operator statements include monthly income statements and expenses, occupancy statistics, annual operating budget comparison, staffing levels, and garage maintenance program. This should include one (1) on-site visit per month to assess physical conditions in the garage. This audit should be completed and received by the Trust no more than fourteen (14) business days after either the 20th of each month or Garage Operator monthly statement is received, whichever is later.

4. Quarterly review of operational and revenue control policies and procedures to ensure accountability of the operation and revenues generated and make recommendations, as necessary, to protect and enhance operations and revenues. This review should be completed and received by the Trust no more than thirty (30) days after the end of each quarter (March 31, June 30, September 30, and December 31.)
5. Quarterly review to assess the efficiency of management of the Parking Garage in the following areas: facility upkeep, staffing, security, revenue collection, parking violations management, marketing, customer service, and web-based services to recommend system enhancements for improving Parking Garage efficiency. This review should be completed and received by the Trust no more than thirty (30) days after the end of each quarter (March 31, June 30, September 30, and December 31.)
6. Quarterly audit and review of access cards/stickers/hangtags.
7. Quarterly parking rate surveys. This survey should be completed and received by the Trust no more than thirty (30) days after the end of each quarter (March 31, June 30, September 30, and December 31.) Surveys shall include onsite and online rates.
8. Annual Recommendation Report to provide forward guidance factoring current market conditions and anticipated opportunities or concerns in the coming year. This review should be completed and received by the Trust no more than thirty (30) days after the end of each year (December 31.)

B. Scope of Work - Add Alternate Item

If necessary, assist the Trust with the development of a Request for Proposals seeking proposals for a successor contract to the current MP Pier Parking management contract, assist with the evaluation of proposals received in response to this solicitation, and assist with negotiations of the final contract between the Trust and the selected vendor. **This Add Alternate Item must be priced separately from the Core Tasks listed above.**

If necessary, assist the Trust with the development of a Request for Proposals seeking proposals for a new access control system and management program, assist with the evaluation of proposals received in response to this solicitation, and assist with negotiations of the final contract between the Trust and the selected vendor. **This Add Alternate Item must be priced separately from the Core Tasks listed above.**

C. Contract Term

A contract resulting from this RFP shall be for a term of **one year, with four (4) annual renewal options, exercised by the Trust at its sole discretion.**

III. SUBMISSION REQUIREMENTS

A. Proposal Submission Date/Form

1. Electronically to the Trust via Email: ContractG8320@hrpt.ny.gov due by Submission Deadline of **March 5, 2026 by 4:00 pm.**
 - a. Subject line of Email must indicate RFP #G8320 and Respondent Name
2. Only one proposal will be accepted per Respondent.
3. Proposals received after the submission deadline will not be considered.

B. Organization and Content of Proposal

Respondents shall adhere to the established format set forth below.

1. Submittal Letter

As part of the submission, Respondents shall provide a letter of transmittal addressed to Robert Nguyen Vice President – Real Estate and Planning, which includes a statement by the Respondent accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Respondent's background, experience and ability to perform this contract in accordance with the Scope of Work set forth herein.

2. Detailed Proposal

- a. Project Understanding: Provide a written discussion in sufficient detail to demonstrate an understanding of the scope of the project and the services required.
- b. Experience: Provide a detailed written summary of the Respondent's experience, qualifications, and capability in providing similar services elsewhere. List municipal or private sector clients for whom Respondent performed parking consulting services within the past 5 years and detail the nature of each such project. Respondent should also include three (3) references from similar engagements and provide the company name, individual contact name(s) and telephone numbers. Include information on all subconsultants proposed for the contract

- c. Cost Proposal: The proposal, inclusive of all work set forth in the Scope of Work - Core Tasks and the hours estimated to be committed to each such task, should be submitted as an annual fixed fee to be paid in equal monthly installments for the length of the contract. A fee proposal for the two Add Alternate Items mentioned above must be separately priced. Include a proposed allowance for qualified reimbursable expenses such as mail and messenger services. Travel expenses should be included in both the base fee proposal and Add Alternate Item fee proposal. Any additional charges or proposed costs must be specifically identified and quantified in the RFP submission. See Exhibit 1 – Fee and Cost Schedule
- d. Staff Plan: Identify all staff who will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility.
- e. Services Expected of the Trust: Define the nature and scope of any services expected to be provided by the Trust.
- f. Complete responses to Exhibit 2 – Respondent Questionnaire
- g. Administration of Prior Contracts: Identify any litigation or arbitration in the past five (5) years between or involving Respondent and any client with whom Respondent was under contract to provide professional services. For each, please provide the name of the client, a description of the disagreement, and the outcome.
- h. Exceptions: Respondents wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The Trust may accept proposals which take exception to requirements in this RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.
- i. Required Forms: All required forms 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/>
 - i. Non-Responsibility/Lobbying Form (see attached Exhibit 6)
 - ii. Non-Collusion Certification Form (see attached Exhibit 6)
 - iii. Iran Divestment Form (see attached Exhibit 6)
 - iv. NY EO 16 Russian Divestment Form (see attached Exhibit 6)
 - v. Certification of Policies Against Harassment & Discrimination (see attached Exhibit 6)
 - vi. Gender-Based Violence and the Workplace Certification (see attached Exhibit 6)

- j. If Respondent is a State-certified MWBE or SDVOB provide documentation evidencing certification.

C. Designated Contact

All questions or comments regarding this RFP must be directed, via email or in writing, to:

Mail:

Robert Nguyen, Vice President – Real Estate and Planning
Hudson River Park Trust
Pier 40, 2nd Floor
353 West Street (at W. Houston Street)
New York, NY 10014

Email: ContractG8320@hrpt.ny.gov

The deadline **for submission of questions** for this RFP is no later than 4:00 PM on February 5, 2026. All information given by the Trust except by written addenda shall be informal and shall not be binding upon the Trust nor shall it furnish a basis for legal action by any Respondent or prospective Respondent against the Trust.

Trust will respond to questions no later than 4:00 PM on February 12, 2026. Responses will be posted on Trust's website at <https://hudsonriverpark.org/aboutus/work-with-us/bids-and-business-opportunities>

IV. PROPOSAL EVALUATION

A. Selection Criteria

Proposals in response to this RFP shall be reviewed against the criteria listed below. Incomplete proposals may be rejected. The following criteria will be used, without limitation, in determining the successful Respondent:

25% - The Respondent's technical understanding of the project, including knowledge and experience with the current Secom International Parking revenue and access control system identified above, all of Secom's various software and NetAdmin programs, and other access control systems and software programs commonly used in the parking industry, as evidenced by the quality of the proposal submitted.

25% - The demonstrated background, experience, and quality of references provided by the Respondent related to the provision similar services elsewhere, including the level of experience in working with other municipalities, parking authorities, states or other

governmental entities of similar size, and the quality of services performed, either for the Trust or for other entities.

25% - Competitiveness of the proposed fee, together with the number of hours to be devoted annually for such services (the Trust is not bound to select the Respondent who proposes the lowest fees for services). The Trust reserves the right to negotiate fees with the selected Respondent.

25% - The specific background, education, qualifications, and relevant experience of the individuals designated to provide services, especially those of the project manager, and documentation of relevant and pertinent training and accreditations of each member of the team.

B. Selection Process

1. Proposals will be evaluated based upon the criteria and/or factors of evaluation listed in this RFP.
2. The Trust reserves the right to short-list the proposals received and schedule interviews and oral presentations.
3. The Trust shall select that responsible and responsive Respondent whose proposal is determined by the Trust to provide the greatest overall benefit to the Trust on the basis of the criteria and/or factors of evaluation listed. The Trust expressly reserves the right to negotiate with the selected Respondent prior to an award of any contract pursuant to this RFP.
4. The Trust reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal.
5. All proposals will be recorded as received. Proposals received later than time and date specified herein may or may not be considered by the Trust in its sole discretion.
6. All proposals shall be opened publicly at the date and time specified herein.

V. OTHER RFP REQUIREMENTS AND CONDITIONS

- A. Professional firms, including small, minority and women-owned firms interested in performing the services described above, are invited and encouraged to submit their qualifications. The Trust is an equal opportunity contracting agency. Any resulting contracts will include provisions mandating compliance with Executive Law Article 15A and the regulations promulgated there under.

- B. The Trust reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the Trust to do so.
- C. The Trust reserves the right to alter the Scope of Work in its sole discretion.
- D. All proposals shall remain firm and cannot be withdrawn for a period of 90 days after receipt of proposals.
- E. Respondent is advised that the Trust has the option of selecting a proposal without conducting negotiations. Therefore, Respondent should submit their best proposals initially, since negotiations may not take place.
- F. All RFP submission materials become the property of the Trust.
- G. The Trust is subject to the New York State Freedom of Information Law (“FOIL”), which governs the process for the public disclosure of certain records maintained by Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the FOIL. Individuals or firms that submit proposals to the Trust may request that the Trust exempt all or part of such a proposal from public disclosure in accordance with one or more of the exemptions set forth in Section 87. The request for such an exemption must be in writing and state, in detail, the specific reasons for the requested exemption. It must also specify the proposal or portions thereof for which the exemption is requested. If the Trust grants the request for exemption from disclosure, the Trust will keep such proposal or portions thereof in secure facilities.
- H. The Trust shall not be liable for any costs incurred by Respondent in the preparation of proposals or for any work performed in connection therein.
- I. Respondent may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. Only the latest version of the proposal will be considered. Late proposals and late modifications will not be considered for evaluation. Respondents may withdraw their proposals from consideration at any time before the proposal deadline. To withdraw a proposal, the Respondent must provide the Trust with written notification.
- J. State Finance Law Sections 139-j and 139-k (the “Procurement Requirements”) apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential Respondents and the Trust or other involved governmental entities with respect to this solicitation during the procurement process; (2) provide for increased disclosure in the public procurement process through identification

of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation. Compliance with the Procurement Requirements requires that (1) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s); (2) the completion by respondents of the Offeror Disclosure of Prior Non-Responsibility Determinations Form and the Respondent’s Affirmation of Understanding of and Agreement pursuant to State Finance Law Form, **copies of which are attached to this solicitation** and are also available on the Trust’s website at www.hudsonriverpark.org; and (3) periodic updating of such forms during the term of any contract resulting from this solicitation. The Procurement Requirements also require Hudson River Park Trust employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. A copy of the Hudson River Park Trust’s Procurement Lobbying Guidelines are available online at the Trust’s website: www.hudsonriverpark.org. Neither this summary nor the referenced Guidelines is a complete presentation of the provisions of the Procurement Requirements. State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

- K. Any Contract entered into pursuant to this RFP shall be subject to the terms and conditions of attached Form of Contract.
- L. Insurance Requirements – See attached Exhibit 3
- M. Additional RFP Terms and Conditions – See attached Exhibit 4

VI. 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/SDVOB vendors.

EXHIBIT 1
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. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.

(See Fee and Cost Schedule on following page)

EXHIBIT 1
FEE AND COST
SCHEDULE

Hourly Rate :	
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To be applied to all hourly rates for quantity of hours in the initial proposal for each work task assignment and any authorized additions or amendments thereto.

Annual Escalation Multiplier :	
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Scope of Work - Core Tasks*	Estimated Number of Hours
#1 Review operational documents	
#2 Monthly audit of revenue and access control system	
#3 Monthly audit and review of garage operator statement	
#4 Quarterly review of operational and revenue control policies and procedures	
#5 Quarterly review to assess the efficiency of management of the Parking Garage	
#6 Quarterly audit and review of access cards/stickers/hangtags	
#7 Quarterly parking rate survey	
#8 Annual Recommendation Report	

* See Section II. A for complete description of each item

Scope of Work - Alternate Items*	Estimated Number of Hours
Parking Management RFP creation and selection of parking management contractor	
RFP for new PARCS program, selection, and contract negotiation	

* See Section II. B for further description of each item

Note, any expenses besides staff hourly rates times multipliers shall be approved in advance by HRPT and reimbursed with no markup or added cost to HRPT, e.g. payments to subconsultants, contractors, permit fees.

EXHIBIT 2

Respondent Questionnaire

1. Outline your firm's experience specifically in NYC. Highlight knowledge and familiarity of local laws, unions, taxes, requirements, etc.
2. Highlight key trends and risks currently affecting the parking industry in NYC, and how those trends would inform your approach to auditing and operational oversight at Pier 40.
3. Describe your firm's experience providing operational oversight and revenue, expenditure, and accounting review services for large public parking garages (1,000+ spaces). Include examples involving municipal or public-benefit entities and the role your firm played in each engagement.
4. Explain your approach to risk management, control design, and oversight priorities for this engagement.

5. Per the management contract, monthly reporting is provided by the Operator no later than the 20th of each month. Outline your methodology for reviewing and synthesizing the management contract, monthly and annual financial statements and budgets, operating policies and procedures, and quarterly parking rate surveys to understand existing operations. Given that document scope, highlight any concerns with the proposed timeline for the monthly, quarterly and annual audits and reviews listed in the scope of work.

6. Explain how you would evaluate whether the current operating policies and procedures are appropriate, including any benchmarks, market rate surveys, and industry standards you regularly rely upon.

7. Describe your approach to analyzing parking rate surveys and competitive positioning for Pier 40, including how you assess the impact of current rate structures on occupancy, revenue, and customer mix.

9. Describe in detail your methodology for auditing revenue and access control systems, including how you identify leakage or fraud risks.

10. Provide examples of prior engagements where your audit led to specific findings and the corrective actions implemented as a result.

11. Pier 40 currently utilizes a Secom parking revenue and access control system with NetAdmin management access and plans to replace this system within the next 12 months. Describe your team's experience with:

- Secom and NetAdmin

- Other commonly used parking access and revenue control systems and software. Include 1) name of each system, 2) combined years of experience at your firm for each, and 3) how common the usage is in your current portfolio.

12. Explain how you assess the condition and functionality of an existing parking revenue and access control system (hardware, software, interfaces, reporting) and how you translate those findings into actionable enhancement recommendations for efficiency, control, and customer experience.

13. Describe the key data and reports you would require from the revenue and access control system on a recurring basis and how you would use them in ongoing oversight.

14. Describe your methodology for reviewing and verifying:

- Monthly income statements and expense details.
- Occupancy statistics (by product type, time-of-day, day-of-week).
- Annual operating budget.
- Staffing levels.
- Garage maintenance program.

15. Explain how you identify operational inefficiencies, revenue opportunities, or misaligned resource allocation.

16. Provide an example of how you have evaluated a parking facility's maintenance program (including life safety, structural considerations, and equipment upkeep) and its impact on operating costs, risk exposure, and customer satisfaction.

17. Describe your approach to validating that reported expenses are appropriately allocated to the garage and are reasonable relative to industry norms.

18. Explain your framework for reviewing operational and revenue control policies and procedures, including:

- Cash handling and reconciliation.
- Discount/validation policies.
- Complimentary parking and write-offs.
- Access card issuance and termination.
- System override and exception approvals.

19. How would you prioritize recommendations that both protect and enhance revenue?

20. Provide past examples of recommendations intended to measurably improve control environment and revenue performance.

21. Discuss how you balance robust controls with operational practicality and customer service.

22. The Scope of Work requires quarterly assessment of management efficiency in areas including facility upkeep, staffing, security, revenue collection, parking

violations management, marketing, customer service, and web-based services. For each of these areas, describe:

- Key performance indicators (KPIs) you would track.
- Data sources required.
- Typical benchmarks or standards you would apply.

23. Explain how you would structure and present monthly, quarterly, and annual findings and recommendations to the Trust's management. Provide a sample report.

24. Discuss your approach to assessing and improving marketing and customer service efforts for the garage, including use of web-based services, online reservation platforms, digital payments, and customer feedback mechanisms.

25. If applicable, explain any tools, systems, or automated routines your firm uses to manage and reconcile monthly revenue and tickets.

26. Highlight the characteristics that distinguish a well-managed, high-performing garage from a poorly managed one, focusing on both quantitative (financial, operational) and qualitative (customer experience, safety) indicators.

27. Describe your familiarity with best practices issued by industry organizations that are relevant to public garage operations, revenue control, and oversight.

28. The Trust is planning to replace the existing access control system within the next 12 months. Describe how your industry experience would enable you to advise on system selection, implementation, and transition, including maintaining revenue integrity and service continuity during the changeover.

29. If any, highlight any concerns with the proposed cadence of meetings, reporting timelines, and on-site presence requirements throughout the year.

EXHIBIT 3
FORM OF 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 **Exhibit**. 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 **Exhibit**.
- b) All insurance required by this **Exhibit** 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 offices, departments, agencies, officials, directors and employees. 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 **Exhibit**. 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.

All required insurance must:

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 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 (\$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 **Exhibit**, 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 **Exhibit**, 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 / Five Million Dollars (\$5,000,000) aggregate**. 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 the 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 that the Consultant and/or its consultant(s) and sub-consultant(s) maintain **Errors and Omissions Liability Insurance** with coverage of not less than **Two Million Dollars (\$2,000,000)** 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. **Cyber Liability, Information (or Data) Security Insurance** coverage, or equivalent coverage or endorsement under an approved policy, with a limit of not less than **One Million Dollars (\$1,000,000)** per claim; such insurance policies shall include coverage for the unauthorized access, accidental or deliberate disclosure of any person or organization's confidential or personal information or data exchanged through oral, written or electronic means. Coverage shall apply to any data or information disclosure related liability arising from access or use of any confidential or personal information; including but not limited to trade secrets, processing methods, customer lists, financial information, credit card information or

any other nonpublic information accessed or disclosed as indicated. Coverage shall also cover third party claims resulting from invasion of privacy, theft of data, data corruption and data restoration.

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 Exhibit shall survive the expiration or earlier termination of the Contract.

EXHIBIT 4
Additional RFP Terms and Conditions

1. 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.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its 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.
3. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust in its sole discretion. Any news release pertaining to this RFP may only be made in coordination with the Trust.
4. The Trust may request financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent.
5. The Trust is subject to the New York State Freedom of Information Law (“FOIL”), which governs the process for the public disclosure of certain records maintained by the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt

all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.

6. The selected Respondent shall enter into a contract with the Trust in the Trust's standard contract form upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in the Form of Contract.
7. 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 the Contract substantially in the form provided. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance and any other government review and approval forms. Respondent's proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least ninety (90) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.
8. 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 work, 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 Advisor 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.

9. 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.

Exhibit 5

Sample Statement from Previous Consultant

Date:

To:

cc: HRPT

From:

RE: July 2024 Statement Review

I have reviewed the July Management Statement with the terms and conditions of the current Management Agreement. The following are my findings and recommendations.

FY 2025 - Year To Date July				
Revenue	Actual	Budget	Variance	Total
Transient	\$462,981.00	\$458,107.96	\$4,873.04	9.90%
Monthly	\$4,117,554.31	\$5,003,659.72	(\$886,105.41)	88.01%
Transient A/R	\$0.00	\$0.00	\$0.00	0.00%
Miscellaneous	\$4,685.00	\$4,884.00	(\$199.00)	0.10%
Sub-Total	\$4,585,220.31	\$5,466,651.68	(\$881,431.37)	98.00%
Event	\$93,550.00	\$165,775.00	(\$72,225.00)	2.00%
Aggregators	\$0.00	\$0.00	\$0.00	0.00%
Monthly (HRPT Groups)	\$0.00	\$0.00	\$0.00	0.00%
Sub-Total	\$93,550.00	\$165,775.00	(\$72,225.00)	2.00%
TOTAL	\$4,678,770.31	\$5,632,426.68	(\$953,656.37)	100.00%
Expenses	Actual	Budget	Variance	Tax Adj
Payroll - Direct	\$262,600.18	\$286,783.61	\$24,183.43	42.19%
Payroll Tax's	\$23,519.91	\$25,817.35	\$2,297.44	3.78%
Pension	\$8,299.26	\$7,795.20	(\$504.06)	1.33%
Workers Comp	\$10,110.10	\$11,041.17	\$931.07	1.62%
Health Welfare	\$30,066.92	\$35,712.00	\$5,645.08	4.83%
Garage Liability Insurance	\$36,534.68	\$36,534.67	(\$0.01)	5.87%
Garage Supplies	\$2,102.68	\$6,489.00	\$4,386.32	0.34%
Postage	\$0.00	\$270.00	\$270.00	0.00%
Office Supplies	\$2,105.89	\$5,955.50	\$3,849.61	0.34%
Signs	\$293.20	\$2,347.00	\$2,053.80	0.05%
Forms, Printing & Tickets	\$2,303.23	\$4,875.39	\$2,572.16	0.37%
Uniforms	\$16.00	\$10,094.74	\$10,078.74	0.00%
Garage Repairs/Maintenance	\$71,329.03	\$285,518.11	\$214,189.08	11.46%
Equipment Repairs/Maintenance	\$25,520.47	\$27,412.00	\$1,891.53	4.10%
Damage Claims	\$0.00	\$1,000.00	\$1,000.00	0.00%
Parking Sales Tax	\$480,652.39	\$616,270.66	\$135,618.28	
Security	\$120,395.27	\$166,804.00	\$46,408.73	19.34%
Advertising	\$0.00	\$1,000.00	\$1,000.00	0.00%
Bank Charges	\$412.65	\$320.00	(\$92.65)	0.07%
Miscellaneous	\$300.00	\$2,600.00	\$2,300.00	0.05%
Management Fee	\$26,510.32	\$26,510.33	\$0.01	4.26%
Total Operator Expenses	\$1,103,072.18	\$1,561,150.72	\$458,078.55	100.00%
Net Operating Income	\$3,575,698.13	\$4,071,275.96	(\$495,577.83)	

Budget Year to Date

The Table on the left reconciles the Year-to-Date Income and Expenses with the HRPT approved Budget along with the adjusted percentage of each category.

NYS, NYC, and MTA parking Taxes have been removed from the percentage calculation of expenses as they are taxes based on the parking income.

There is a \$7,950.50

variance in Garage Repairs/Maintenance YTD in the MPG P&L versus the GL itemization for this expense line item.

Reports Per Appendix I:

Except for Account Balance Adjustments, there were no problems with the Reports as required in Appendix I of the Agreement.

Revenue Variance

+\$7,202.77

Reconciled Bank Deposits		MPG Statement	
OTC Cash/Checks	364.00	Transient	108,466.00
EVO - Secom	42,735.90	Transient A/R	0.00
EVO - Windcave	139,741.39	Monthly	964,284.40
ACH Deposits	913,104.63	Event	29,150.00
Credit for CC refunds	297.00	Miscellaneous	660.00
Daily Report Totals	1,096,242.92	Over/Short	0.00
Direct CC Refunds	(297.00)	Aggregators	0.00
Credit Card Adjustments	(588.29)	HRPT Groups	0.00
Bank Credits/Debits	0.00	MPG Total	1,102,560.40
Bank Fees	0.00		
Total Adjustments	(885.29)		
Total Income Deposit	1,095,357.63	Income Var	7,202.77

The Table on the left reconciles the Bank Cash, ACH and Credit Card Deposits against the MPG Management Statement and Revenue Summary Reports.

There was a **+\$7,202.77** variance between what was deposited based on the reconciled Bank and Credit Card Statements and the MPG P&L.

EVO Reversals	
1-Jul	569.71
4-Jul	(579.00)
4-Jul	(579.00)
Total	(588.29)

There were three (3) EVO Credit Card reversals in July.

There were nine (9) Manager generated Credit Card Refunds for \$297.00 in July.

Payroll – No Problems

Payroll Taxes

A March 27 interoffice memo was provided stating a change in the SUI Rate for Payroll. Per §8.1.2 of the Management Agreement, documentation from the State must be provided to substantiate the increase in insurance rate and Md factor.

- HRPT temporarily permitted the additional charge pending proper documentation of the charges. Failing proper documentation per the Agreement, the surcharge will be reversed in a future month’s Statement payment.
- This item has not been resolved by the July Statement. HRPT reserves the right to deduct the additional charge at a later statement.

Workers Comp – No Problems

Pension

+\$14.70

Health and Welfare:

(\$387.64)

See the Table on the following page for reconciliation against July Payroll reported hours. We **true up the contributions each month based on the Payroll Ledgers** submitted with the Statement.

- We true up the Pension and Welfare each month based on submitted payroll records.
- Per the Local 272 CBA § Article XXI.1. (c) - ...contribution to the Welfare Fund on an Employee’s **121st day of employment**.
- Per the Local 272 CBA § Article XXII.2. (b) - ...contribution to the Pension Plan after an Employee has been employed for **three (3) years**.

Union Date	Employee	Reg Hours	Vac/Ben Hrs	Total Hours	Pension \$0.94/Hr	H&W \$2.68/Hr	Pension MPG Paid	H&W MPG Paid	Pension Variance	H&W Variance
03/21/24	Employee Name	160.00	0.00	160.00		21.44	0.00	428.80	0.00	(407.36)
01/01/04	Employee Name	160.00	0.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
05/16/24	Employee Name	160.00	0.00	160.00			0.00	0.00	0.00	0.00
01/21/01	Employee Name	120.00	40.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
02/25/12	Employee Name	80.00	80.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
04/01/21	Employee Name	120.00	40.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
11/29/12	Employee Name	120.00	40.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
06/14/24	Employee Name	160.00	0.00	160.00			0.00	0.00	0.00	0.00
10/31/03	Employee Name	159.98	0.00	159.98	150.38	428.75	150.40	428.80	(0.02)	(0.05)
05/07/09	Employee Name	160.00	0.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
05/01/10	Employee Name	159.68	0.00	159.68	150.10	427.94	150.40	428.80	(0.30)	(0.86)
03/07/13	Employee Name	160.00	0.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
08/16/12	Employee Name	120.00	40.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
12/04/23	Employee Name	158.45	0.00	158.45		424.65	0.00	426.12	0.00	(1.47)
11/24/08	Employee Name	159.88	0.00	159.88	150.29	428.48	150.40	428.80	(0.11)	(0.32)
09/01/21	Employee Name	144.00	16.00	160.00		428.80	0.00	428.80	0.00	0.00
06/23/97	Employee Name	160.00	0.00	160.00	150.40	428.80	150.40	428.80	0.00	0.00
12/01/20	Employee Name	152.10	16.00	168.10	158.01	450.51	142.88	407.36	15.13	43.15
12/08/23	Employee Name	77.27	0.00	77.27		207.08	0.00	206.36	0.00	0.72
06/28/23	Employee Name	160.00	0.00	160.00		428.80	0.00	428.80	0.00	0.00
Total					1,962.38	7,105.64	1,947.68	7,471.84	14.70	(366.20)

Garage Liability Insurance – No Problems

Garage Supplies – No Problems

Postage – No Problems

Office Supplies – No Problems

Signs – No Problems

Forms/Printing/Tickets – No Problems

Uniforms – No Problems

Facility Repairs/Maintenance – No Problems

Equipment Repairs & Maintenance – No Problems

Damage Claims – No Problems

Parking Sales Tax – No Problems

Security – No Problems

Advertising – No Problems

Bank Charges – No Problems

Miscellaneous – No Problems

Management Fee

(\$1,156.25)

- \$600.00 - Per §8.6 of the Management Agreement the Statement is due on the 15th of the month (§8.5) and (8.6) In the event the Management Statement is delivered after the 20th of the month, the Trust shall deduct from the Management Fee such amount set forth in Appendix K of the Agreement for the month that the Management Statement is not timely submitted or incomplete.

FedEx Shipping Tracking Design & Print Locations

TRACKING NUMBER 778130935755

DELIVERED TO Residence

SHIP DATE 8/22/24

STANDARD TRANSIT 8/23/24 before 8:00 PM

DELIVERED 8/23/24 at 1:30 PM

- \$200.00 - Short Staffing of shifts 7/14/24 – J. Ramiriz out two consecutive day, second day employee shift has to be covered.
- \$356.25 – Sr Manager short coverage hours, see July audit report

Ticket/Monthly Errors – No Problem, see attached Monthly Audit Report.

Uncollected Tickets

\$0.00

July Ticket Reconciliation	
108	Outstanding Tickets
(96)	Tickets Found as Voids
0	"Paid" but not found
0	"Found Paid Lost Tickets"
(1)	"Not Taken Tickets" not found
0	MP on Ticket
0	"Back Out Ticket" not found
(8)	Closing Inventory
7	Opening Inventory
10	Unaccounted for Tickets
3,884	Tickets Issued
16	Allowance §13.6 of 0.004
0	Variance
\$0.00	Penalty

See attached July Audit Report for details.

Per §13.5 of the Agreement, there were ten (10) unaccounted for tickets in July based on the System count of tickets issued and the Outstanding Ticket Report as provided by MPG.

There are sixteen (16) uncollected tickets permitted per §13.6 of the Management Agreement at no penalty.

The is no penalty for July uncollected tickets.

Total Deductions

(\$1,529.19)

Budget Item	GL Total	Deduction	Approval
Payroll - Direct	\$63,604.75	\$0.00	\$63,604.75
Payroll Tax	\$5,334.51	\$0.00	\$5,334.51
Pension	\$1,947.68	\$14.70	\$1,962.38
Workers Comp	\$2,448.78	\$0.00	\$2,448.78
Health/Welfare	\$7,493.28	(\$387.64)	\$7,105.64
Garage Liability Insurance	\$9,133.67	\$0.00	\$9,133.67
Garage Supplies	\$383.98	\$0.00	\$383.98
Postage	\$0.00	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00	\$0.00
Signs	\$0.00	\$0.00	\$0.00
Forms, Printing, Tickets	\$0.00	\$0.00	\$0.00
Uniforms	\$0.00	\$0.00	\$0.00
Facility Repairs/Maintenance	\$3,305.73	\$0.00	\$3,305.73
Equipment Repairs/Maintenance	\$4,752.61	\$0.00	\$4,752.61
Damage Claims	\$0.00	\$0.00	\$0.00
Parking Sales Tax	\$28,551.21	\$0.00	\$28,551.21
Security	\$46,533.20	\$0.00	\$46,533.20
Advertising	\$0.00	\$0.00	\$0.00
Bank Charges	\$217.94	\$0.00	\$217.94
Miscellaneous	\$0.00	\$0.00	\$0.00
Management Fee	\$6,627.58	(\$1,156.25)	\$5,471.33
Ticket Errors/CPS Val		\$0.00	\$0.00
Uncollected Tickets		\$0.00	\$0.00
Total	\$180,334.92	(\$1,529.19)	\$178,805.73

The Table on the left is the reconciliation by line items of the deductions made in the July Statement.

Exhibit 6
New York State Required Forms

- 1. Disclosure of Prior Non-Responsibility Determination/Lobbying Form**
https://hudsonriverpark.org/app/uploads/2020/03/Disclosure_of_Prior_Non-Responsibility_Determination_Form_Rev_5-18.pdf

- 2. Non-Collusion Certification Form**
https://hudsonriverpark.org/app/uploads/2020/03/Non-Collusion_Certification_Rev_5-18_1.pdf

- 3. Iran Divestment Act Affidavit**
https://hudsonriverpark.org/app/uploads/2021/07/Iran_Divestment_Act_Certification_Rev_7.21_1.pdf

- 4. Russia Certification**
<https://hudsonriverpark.org/app/uploads/2022/07/HRPK-Russia-Certification.pdf>

- 5. Certification of Instituting Policies Against Harassment & Discrimination**
https://hudsonriverpark.org/app/uploads/2020/03/EO_177_Certification_of_Policies_Against_Harassment_Discrimination_Rev_5-18.pdf

- 6. Gender Based Violence and Workplace Certification**
<https://hudsonriverpark.org/app/uploads/2025/11/GBV-and-the-Workplace-Policy-Attestation-Template.pdf>



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

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 prices(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 CERTIFICATION

1. I am responding to a competitive procurement to provide services and/or supplies on behalf of _____, 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:
3. This certification 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:
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

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: _____



**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 signatoryⁱ): _____

Title: _____

Date: _____

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



Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization’s signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

