



**Request for Proposals  
for  
Logoed Seasonal Uniform Components  
Contract No. EA200**

**RFP Issued:** September 12, 2023

**Submission Deadline:** November 10, 2023 at 4:00 PM

**Important Notice:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until a selection of the approved list of Respondent(s) is made. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contacts listed here: Yahayra Delgado. All inquiries shall be made by email to the following address: [2023UniformsRFP@hrpt.ny.gov](mailto:2023UniformsRFP@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> .

## **REQUEST FOR PROPOSALS FOR LOGOED SEASONAL UNIFORM COMPONENTS**

The Hudson River Park Trust (“Trust”) is seeking proposals from qualified vendors for logoed seasonal uniform component (“Uniforms”) as more particularly described in the Scope of Services attached hereto as Exhibit A. With approximately 100 full time employees and 30 or more seasonal employees that work in Hudson River Park, located between the northern boundary of Battery Park City and West 59<sup>th</sup> Street, Uniforms are a critical need for Trust staff. The Trust thus seeks one or more vendors that can accommodate the variety of Uniform needs for all Trust departments during all four seasons of the year while abiding by the Trust’s brand requirements.

The Trust is a New York State public benefit corporation created by New York State statute in 1998 and is also a 501(c)(3) nonprofit.

In response to this RFP, Respondents must complete the Fee Schedule attached hereto at Exhibit B, provide samples of relevant work based on the criteria attached hereto as Exhibit C, and complete the required Respondent Information and other New York State Certifications forms provided in Exhibit D.

In addition, the MWBE Participation Goal is 30 percent and SDVOB Participation Goal is 6 percent as set forth in Exhibit E. Accordingly, a subcontractor utilization form attached to Exhibit E must be submitted by each respondent. However, for respondents that are currently a New York State certified MWBE or SDVOB, the respondent may provide a copy of its New York State MWBE or SDVOB certification in lieu of completing the subcontractor utilization form.

The Trust will purchase Uniforms from the selected respondent(s) at the pricing submitted by the selected respondent(s) on an “as-needed” basis. The Trust does not guarantee that it will make any purchases through this solicitation. All purchases shall be made by a purchase order issued by the Trust that will also include a copy of the State Standard Clauses found at Exhibit F attached hereto. The Trust may reject all proposals and elect to re-solicit proposals if in its sole opinion it shall deem it in the best interest of the Trust.

### **A. Proposal Structure and Content**

Respondents must include the following by the RFP Submission Deadline:

- The Respondent’s company name, mailing address, contact person, email address, and EIN number using the Respondent’s Certification form found at Exhibit D;
- Client List: provide contact information for a minimum of three (3) references of an entity similar to Hudson River Park Trust (which could be a government agency, non-profit, or

for-profit business that requires logoed uniforms for its employees) that have been a customer of Respondent for more than one year (this can be added to the Respondent's Certification at Exhibit D);

- Proposed pricing using the form provided in Exhibit B;
- Samples of relevant work using the criteria set forth in Exhibit C;
- All forms required in Exhibit D and as applicable, the subcontractor utilization plan attached to Exhibit E.
- To the extent applicable, proof of certification as a New York State Minority or Women Owned Enterprise and/or New York State Service-Disabled-Owned Business Enterprise;

Proposals may be submitted via regular mail, express mail, or hand delivered to the location listed below. Proposals are due **on November 10, 2023 no later than 4:00 pm**. Proposals received after the indicated date and hour and/or at a different location may not be considered.

**Recipient:** Yahayra Delgado  
Email: [2023UniformsRFP@hrpt.ny.gov](mailto:2023UniformsRFP@hrpt.ny.gov)

**Recipient Location:** Hudson River Park Trust  
Pier 40, 2<sup>nd</sup> Floor, 353 West Street  
Room 204  
New York, New York 10014

## **B. Question and Answer deadline**

1. Respondents may submit questions and requests for clarifications by the Question Due Deadline of September 27, 2023. Questions and clarifications should be sent in writing to this email address: [2023UniformsRFP@hrpt.ny.gov](mailto:2023UniformsRFP@hrpt.ny.gov) .
2. Answers to Questions will be available on the Trust's website under [Bids and Business Opportunities](https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/) at <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/> by October 6, 2023

## **C. Selection Criteria and Submission**

The Trust will review each respondent's proposal in its totality. Proposals will be evaluated based on the following criteria.

- Quality of samples submitted – 40%
- Price Proposal – 50%
- References – 10%

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE SCHEDULE**

Attached as Exhibit A-1 is the “Hudson River Park Brand Manual” (“Manual”) that details the logo specifications for the Goods. The vendor shall create and affix the logos on the Goods as detailed in the Manual. All costs associated with the creation and attachment of the logo, including costs of the Goods and related materials, transportation and delivery costs, labor, supervision, schedules, equipment, cost of insurance, permits, overhead and profit, and any other related cost shall be included in pricing submitted by the vendor.

Attached as Exhibit B is the Fee Schedule which includes the details of the uniform components requested. The last (4) columns must include bidder’s turn-around time from placement of order to proof, turnaround time from approved proof to delivery of finished product, bid price per item, and any additional charges incurred.

The vendor understands and agrees that (i) vendor shall not provide the Goods unless and until the Trust has directed the vendor to do so through the issuance of a purchase order; (ii) the Trust is under no obligation to request or direct the vendor to provide the Goods under the proposal; and (iii) the Trust reserves the right, in its sole discretion, to retain or contract with other individuals and entities to provide the Goods and/or to determine that the Goods are not necessary. The vendor shall have no cause of action against the Trust in the event the Trust retains or contracts with other individuals and/or entities to provide the Goods or determines that the Goods are not necessary.

**EXHIBIT A-1**

**HUDSON RIVER PARK BRAND MANUAL**



# Uniform RFP

September 2023

# Brand Guidelines

# Primary Logo (Logo 1)

Hudson River Park Primary logo is shown on the right. It has been developed for the park to be inclusive, solid and memorable. Its size, position, spacing and relationship has been carefully defined and should not be altered in any way other than outlined in these guidelines.

The Hudson River Park logo was designed using the typeface Metric Bold. Some of the letter forms have been modified and redrawn for our purposes. From these letter forms we have developed a custom version of Metric Bold to extend the parks brand.





# Primary Logo (Logo 1) Attributes

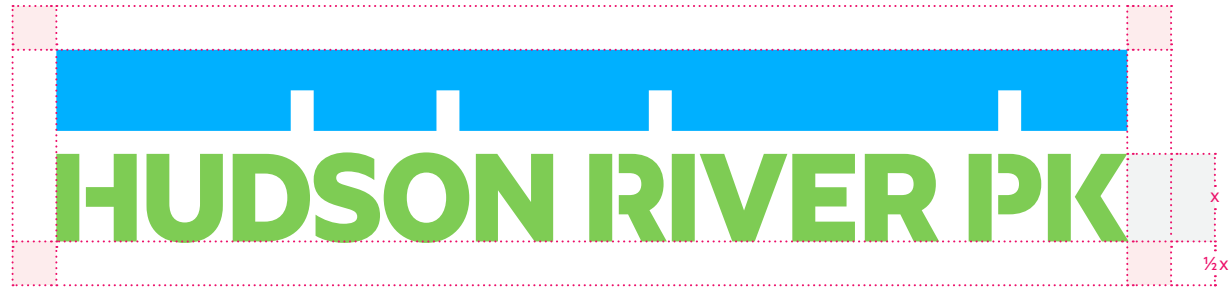
When using the primary logo, always provide a protective space around it. The space around the logo should be a minimum of “½ x”. This protective space will ensure that the Primary logo is always reproduced in a clear and consistent way, and protects the logo from surrounding distracting graphics or typography.

The colors of the logo should not be altered in any way other than outlined in this document. Provided are a range of color values to ensure proper reproduction across all mediums. When reproducing logos always use the Pantone numbers (PMS) as a guide.

The Hudson River Park Primary logo must always be legible. The minimum size they may appear is 1 ½ inches wide for print and 200 px wide for screen. Ideally logos should be used at larger sizes than shown here, when possible. If shown in conjunction with other logos, they must be placed at least one third of the total width of the logo on all sides.

Note: Colors shown on this page are not accurate for color matching. Please refer to the current Pantone Color Formula Guide to ensure that color reproduction is accurate. The colors shown in this manual have not been evaluated by Pantone Inc. for accuracy (Pantone® is a registered trademark of Pantone, Inc).

\* (C) Coated Value, (U) Uncoated Value



**PMS** 2995 C / 306 U  
**C** 90 **M** 0 **Y** 0 **K** 0  
**R** 0 **G** 176 **B** 255  
**HEX** 00B0FF



**PMS** 2287 C / 375 U  
**C** 70 **M** 0 **Y** 100 **K** 0  
**R** 126 **G** 204 **B** 84  
**HEX** 7ECC54



1 ½ in / 200 px

# Logo Misuse

When reproducing the logo, we must always care and protect its original form. To ensure the strength of the logo, consistency is of utmost importance.

What not to do is just as important as what to do. We cannot anticipate all the things to not do with the logo, so please use this page as a guide for what you think may not be right for the Hudson River park brand identity. Please do not redraw or alter the logotype, bar, proportions, size, colors or relationship of the elements.

Never:

1. Outline or add a stroke
2. Change the logotype
3. Alter the placement of elements
4. Stretch or skew proportions
5. Rotate any elements
6. Add other words
7. Apply filters, gradients, or effects
8. Alter color
9. Create special use variants

Note: The regulations on this page apply to all other logos in this document. Which include the secondary logos, Hudson River Park Trust logo, and Hudson River Park Friends Logo.



# Secondary Logo (Logo 2)

Hudson River Park secondary logos are shown on the right. They contain an acronym and have been developed for special applications when the Primary logo is not appropriate or is less than ideal. It may be used in tandem with the Primary logo in both forms shown. The version containing the full logo type is preferred in most applications (Fig. 1). When reproduction and legibility is an issue the version which omits the logotype is appropriate (Fig. 2). This variation is often ideal for smaller sizes. The logo's size, position, spacing and relationship has been carefully defined and should not be altered in any way other than outlined in these guidelines.



# Secondary Logo (Logo 2) Attributes

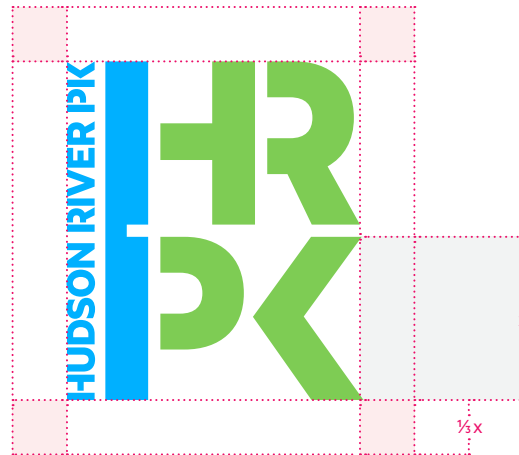
When using the secondary logo, always provide protective space around them. The space around the logo should be a minimum of “ $\frac{1}{2}$  x”. This protective space will ensure that the secondary logos are always reproduced in a clear and consistent way, and protects the logo from surrounding distracting graphics or typography.

The colors of the logo should not be altered in any way other than outlined in this document. Provided are a range of color values to ensure proper reproduction across all mediums. When reproducing logos always use the Pantone numbers (PMS) as a guide.

The Hudson River Park's secondary logos must always be legible. The minimum size the logo containing the logotype may appear is 1 inch wide for print and 150 px wide for screen, the variation without being  $\frac{1}{4}$  inch wide for print and 40 px wide for screen. Ideally logos should be used at larger sizes than shown here, when possible. If shown in conjunction with other logos, they must be placed at least half of the total width of the logo on all sides.

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\* (C) Coated Value, (U) Uncoated Value



**PMS** 2995 C / 306 U  
**C** 90 **M** 0 **Y** 0 **K** 0  
**R** 0 **G** 176 **B** 255  
**HEX** 00B0FF



**PMS** 2287 C / 375 U  
**C** 70 **M** 0 **Y** 100 **K** 0  
**R** 126 **G** 204 **B** 84  
**HEX** 7ECC54



1 in / 150 px

# Staff Logo (Logo 3)

This logo should only be used on apparel.



# Color Palette

A carefully tailored color palette has been designed for Hudson River Park.

The primary colors to be used for core identity applications is the blue and green. In most cases blue is the preferred color to use, particularly when creating large fields of color. The primary background canvas is white, and should be used generously. Four secondary colors are available for limited use.

The color palette includes Pantone references (PMS) and process match breakdowns (CMYK) for printing applications. Also included are the RGB equivalent breakdowns for use in word processing and presentation software, as well as hexadecimal (HEX) references for screen and web applications.

The Hudson River Park color palette uses predominately its primary colors and to a smaller degree the secondary colors. The shown color proportions should be followed when applying color to communications.

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\* (C) Coated Value, (U) Uncoated Value

<b>BLUE</b> PMS 2995 C / 306 U C 90 M 0 Y 0 K 0 R 0 G 176 B 255 HEX 00BOFF	<b>GREEN</b> PMS 2287 C / 375 U C 70 M 0 Y 100 K 0 R 126 G 204 B 84 HEX 7ECC54
<b>ORANGE</b> PMS 151 C / 151 U C 0 M 60 Y 90 K 0 R 255 G 130 B 0 HEX FF8200	<b>NAVY</b> PMS 2188 C / 2186 U C 100 M 38 Y 0 K 62 R 0 G 66 B 106 HEX 00426A
<b>BLACK</b> PMS Black 6 C / Black 6 U C 0 M 0 Y 0 K 100 R 16 G 24 B 32 HEX 101820	<b>GRAY</b> PMS 431 C / 432 U C 75 M 55 Y 60 K 0 R 91 G 103 B 112 HEX 5B6770



# Short Sleeve T-shirt

Cotton and Dri-Fit T-shirts

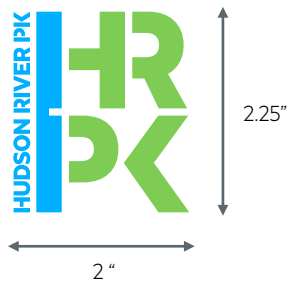
## Colors

1. Navy to match PMS color 2188C
2. White

## Logos

Not to scale — please see measurements.

Logo 2 - Front



Logo 3 - Back





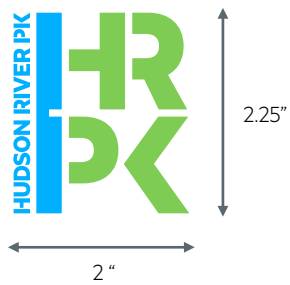
# Long Sleeve T-shirt

Cotton and Dri-Fit T-shirts

Color  
Navy to match PMS color 2188C

Logos  
Not to scale — please see measurements.

Logo 2 - Front



Logo 3 - Back



# Polo Shirts

Cotton and Dri-Fit Polo Shirts

**Color**

- 1. Navy to match PMS color 2188C
- 2. White

**Logo**

Not to scale — please see measurements.

Logo 3 - Front



# Fleece Sweatshirts

Fleece pullover and zip-up sweatshirt

**Color**

Navy to match PMS color 2188C

**Logo**

Not to scale — please see measurements.

Logo 1 - Front



# Windshirt

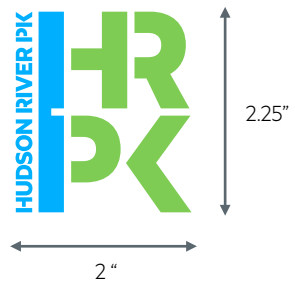
## Color

Navy to match PMS color 2188C

## Logos

Not to scale — please see measurements.

### Logo 2 - Front



### Logo 1 - Back



# 3 in 1 Jacket

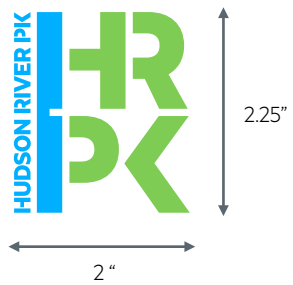
## Color

Navy to match PMS color 2188C

## Logo

Not to scale — please see measurements.

### Logo 2 - Front



### Logo 1 - Back



# Carhartt Jacket

## Color

Dark Brown

## Logo

Not to scale — please see measurements.

Logo 1 - Front



# Hats

Flex fit baseball cap

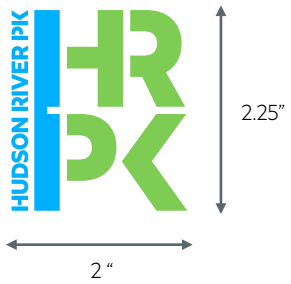
**Color**

Navy to match PMS color 2188C

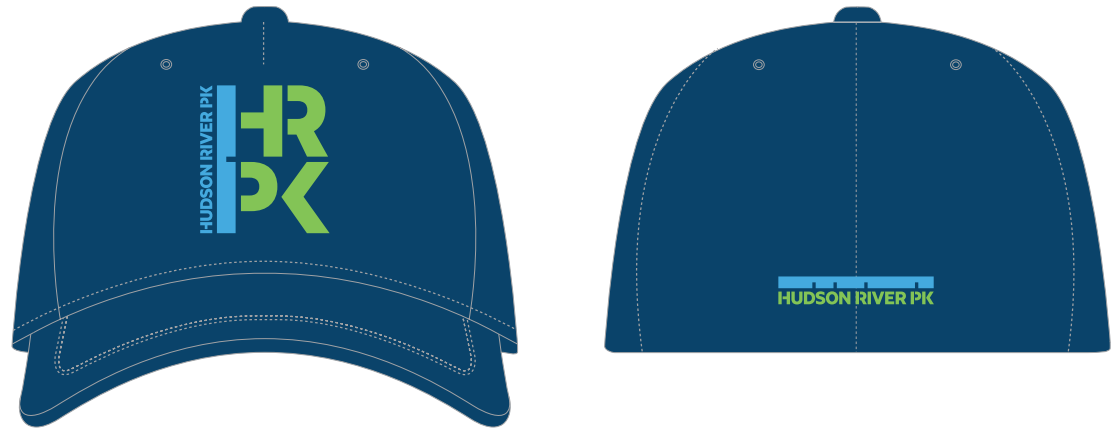
**Logos**

Not to scale — please see measurements.

Logo 2 - Front



Logo 1 - Back



# Knit Beanies

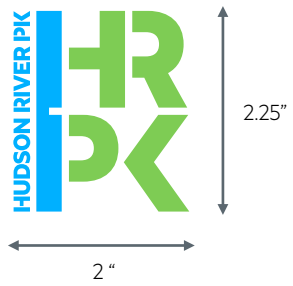
## Colors

Navy to match PMS color 2188C

## Logos

Not to scale — please see measurements.

Logo 2 - Front



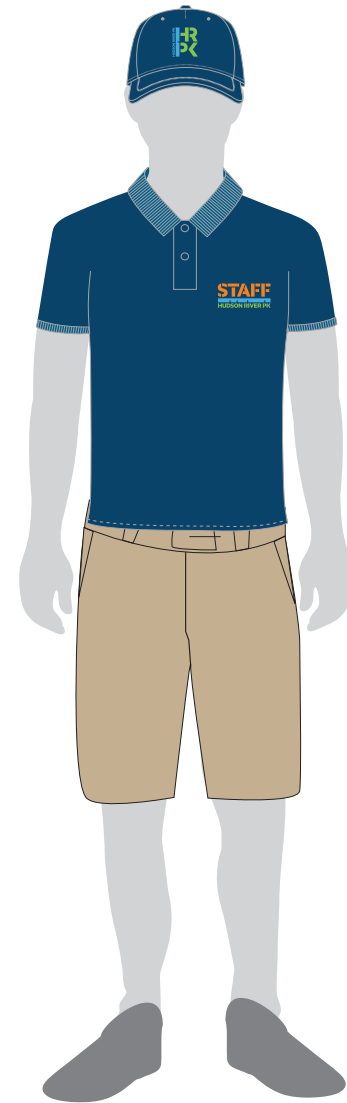
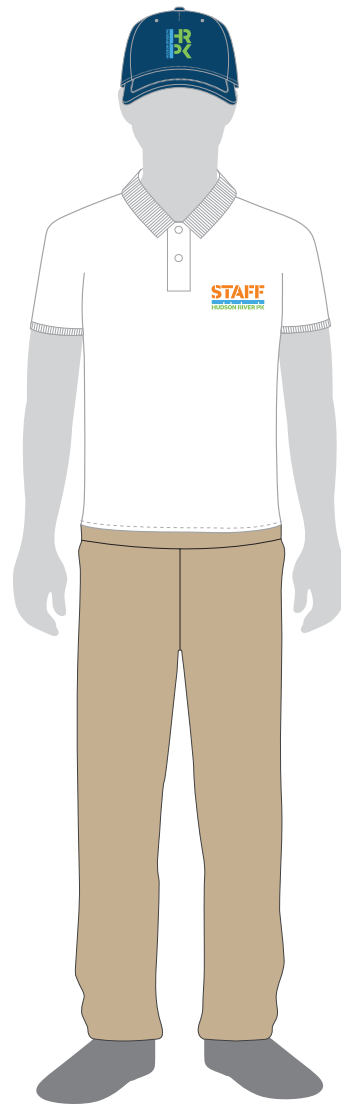


# Dickies Pants

## Colors

Khaki

No embroidery.

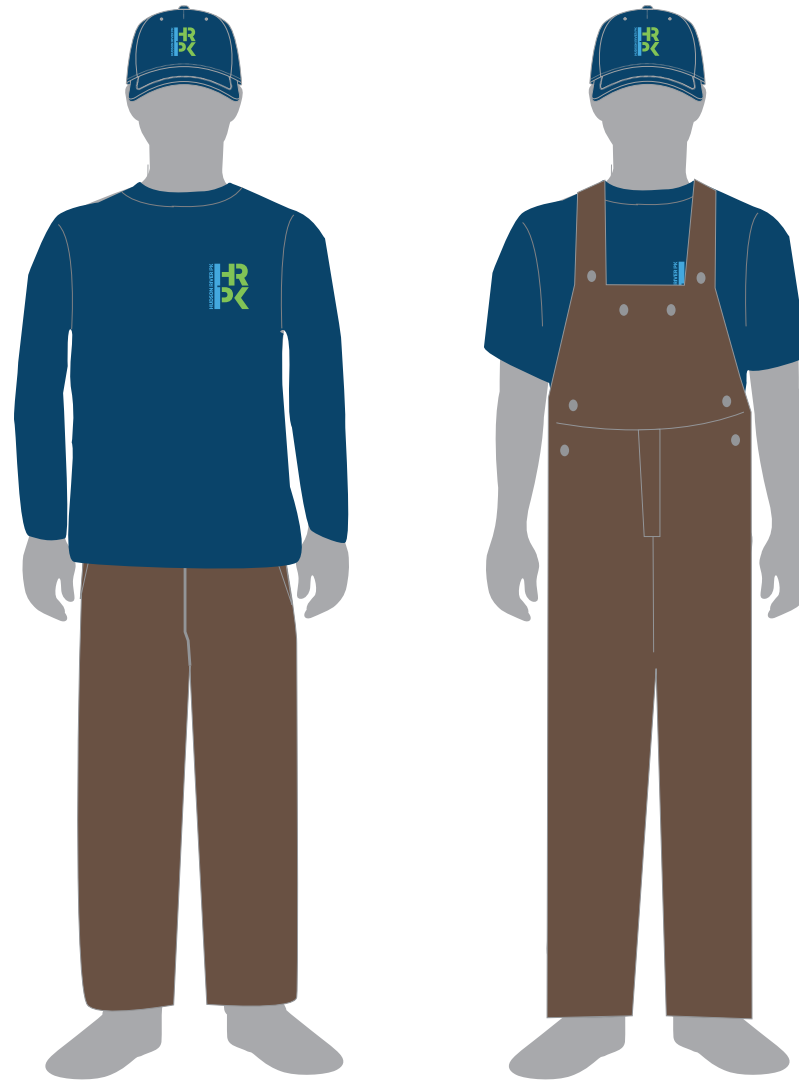


# Carhartt Pants

## Colors

Brown

No embroidery.



**EXHIBIT B**  
**FEE SCHEDULE**

**Hudson River Park Trust – Fee Schedule– Uniforms / Clothing Screen-printing & Embroidery**

- Each job should be priced separately. Please be sure to note any additional price breaks based on increased order quantities.
- All items may require sizes from small to 5XL (please list large size upcharges separately).
- Must include turnaround time specifications for each job.
- Please submit a complete list of available products with corresponding general pricing, as there may be special orders on an “as needed” basis.
- Please be sure to review the Hudson River Park Trust Uniform Brand Manual packet attached to this fee schedule. The contracted vendor will be required to adhere to the guidelines set forth in the packet.
- If a cost increase is anticipated for subsequent years, indicate those additional fees.

	General Job Type	Brand(s)	Type of Item	Quantity	Color(s)	Size(s)	Printing/Embroidery	Turn-around time from placement of order to PROOF AND/OR SAMPLE	Turn-around time from approved PROOF AND/OR SAMPLE to DELIVERY of finished product to zip code, 10014.	Bid price per item (list regular sizes separate from larger sizes)	Additional Charges (screens, tapes, etc.)
1	S/S T-Shirt	Gildan, Hanes, or Alternate	100% (Ultra) Cotton No pockets T-Shirt	Min. order of four (4) dozen	White, Black, & Navy Blue	XS - 5XL	Three colors screen printed on front, three color screen printed on back.				
2	S/S T-Shirt	Gildan, Hanes, or Alternate	50/50 cotton/polyester blend fabric is moisture-wicking No pockets T-Shirt, "Dri-fit"	Min. order of four (4) dozen	White, Black, & Navy Blue	XS - 5XL	Three colors screen printed on front, three color screen printed on back.				
3	L/S T-Shirt	Gildan, Hanes, or Alternate	100% (Ultra) Cotton No pockets Long sleeve T-Shirt	Min. order of four (4) dozen	White, Black & Navy Blue	XS - 5XL	Three colors screen printed on front				
4	L/S T-Shirt	Gildan, Hanes, or Alternate	50/50 cotton/polyester blend fabric is moisture-wicking No pockets T-Shirt, "Dri-fit"	Min. order of four (4) dozen	White, Black & Navy Blue	XS - 5XL	Three colors screen printed on front.				
5	Crewneck Sweatshirt	Gildan, Hanes, or Alternate	Heavy Blend 50% Cotton / 50% Polyester	Min. order of four (4) dozen	Navy Blue	XS - 5XL	Three colors embroidered on front.				
6	Hooded Sweatshirt	Gildan, Hanes, or Alternate	Heavy Blend 50% Cotton / 50% Polyester, Pouch pocket.	Min. order of four (4) dozen	Navy Blue	XS - 5XL	Three colors embroidered on front.				
7	Zip Up Hooded Sweatshirt	LL Bean, Gildan, Hanes, or Alternate	Heavy Blend 50% Cotton / 50% Polyester.	Min. order of one (1) dozen	Navy Blue, Black, Alternate	XS - 5XL	Three colors embroidered on front.				
8	Shorts	Carhartt, Dickies or Alternate	Ripstop Cargo or Canvas Utility Work Short with Cargo pockets and utility pockets .	Min. order of two (2) dozen	Buckskin, Tan, Khaki	28 - 50	No embroidery.				
9	Shorts	Carhartt, Dickies or Alternate	Women's Ripstop Cargo or Canvas Work Shorts with Cargo pockets and utility pockets .	Min. order of two (2) dozen	Stone, Tan, Buckskin, Khaki	0 - 18	No embroidery.				
10	Pants	Carhartt, Dickies or Alternate	Heavy weight Men's Duck or Rip-Stop Work Pant. Multiple tool & utility pockets with hammer loop(s). Similar Style Carhartt # B11, #B136, #B324 - Washed Duck Work Dungaree, heavyweight firm-hand duck.	Min. order of two (2) dozen	Dark Brown	28 - 50	No embroidery.				
11	Pants	Carhartt, Dickies or Alternate	Ligfht weight Men's Twill or Canvas Work Pant. Multiple tool & utility pockets with hammer loop(s). Similar Style Carhartt #B324	Min. order of two (2) dozen	Dark Brown	28 - 50	No embroidery.				

	General Job Type	Brand(s)	Type of Item	Quantity	Color(s)	Size(s)	Printing/Embroidery	Turn-around time from placement of order to PROOF AND/OR SAMPLE	Turn-around time from approved PROOF AND/OR SAMPLE to DELIVERY of finished product to zip code, 10014.	Bid price per item (list regular sizes separate from larger sizes)	Additional Charges (screens, tapes, etc.)
12	Pants	Carhartt, Dickies or Alternate	Heavy weight Women's Duck or Rip-Stop Work Pant. Multiple tool & utility pockets with hammer loop(s). Similar Style Carhartt # 105999, # 105113	Min. order of two (2) dozen	Dark Brown	0 - 18	No embroidery.				
13	Pants	Carhartt, Dickies or Alternate	Light weight Women's Twill or Canvas Work Pant. Multiple tool & utility pockets with hammer loop(s).	Min. order of two (2) dozen	Dark Brown	0 - 18	No embroidery.				
14	Pants	Carhartt, Dickies or Alternate	Loose Fit Canvas Carpenter Jean / Pant. Multiple tool & utility pockets with hammer loop(s).	Min. order of one (1) dozen	Golden Khaki, Tan	28 - 50	No embroidery.				
15	Polo Shirts (Cotton)	LL Bean, Gildan, Port Authority Alternate	100% Cotton Pique Knit S/S Shirt (Men's & Women's styles)	Min. order of half (1/2) dozen	Black, White, Navy Blue	XS - 3XL	Three colors embroidered on front.				
16	Polo Shirts (Dri-Fit)	LL Bean, Gildan, Ultra Club, Alternate	50/50 cotton/polyester blend fabric is moisture-wicking S/S Shirt (Men's & Women's styles)		White & Navy Blue	XS - 3XL	Three colors embroidered on front.				
17	Polo L/S Shirts (Cotton)	LL Bean, Gildan, Port Authority Alternate	100% Cotton Pique Knit L/S Shirt (Men's & Women's styles)		Black, White, Navy Blue	XS - 3XL	Three colors embroidered on front.				
18	Blazer	LL Bean, Alternate	Cotton/Spandex blend. Polyester/spandex lining. (Men's & Women's styles)		Black, Navy Blue	XS - 2XL	Three colors embroidered on front.				
19	Wind Shirt	Ultra Club, LL Bean, Sport Tek, Alternate	100% Nylon or Polyester Shell & Lining, Front Pouch pockets		Navy Blue	S - 3XL	Three colors embroidered on front. Possibility of screen printing on front.				
20	Fleece Pullover	LL Bean, Alternate	Men's & Women's 3/4 Pullover, Zip-through collar, reverse coil zipper. (Men's & Women's styles)		Navy Blue, Black, Alternate	XS - 3XL	Three colors embroidered on front.				
21	Fleece Jacket	LL Bean, Alternate	Men's & Women's Jacket, reverse coil zipper, front zippered pocket(s). (Men's & Women's styles)		Navy Blue, Black, Alternate	XS - 3XL	Three colors embroidered on front.				
22	Winter Vest	LL Bean, Alternate	Men's & Women's Insulated Jacket, front zippered pocket(s), molded center front zipper. (Men's & Women's styles)		Navy Blue, Black	XS - 3XL	Three colors embroidered on front.				
23	3-in-1 Jacket	LL Bean, Port Authority, Alternate	Men's & Women's Insulated Jacket. Outer shell Wind-resistant, Water-resistant. 3-in-1 system jacket: zip-in/zip-out inner jacket. Fully seam-sealed for waterproof protection. (Men's & Women's styles)		N/A	XS - 3XL	Three colors embroidered on front of shell and front of inner liner/fleece.				
24	Winter Jacket	Carhartt, Alternate	Duck insulated Active Jacket /Quilted Flannel Lined (Men's & Women's styles)		Brown, Tan	S - 5XL	Two colors embroidered on front.				
25	Winter Bib	Carhartt, Alternate	Loose Fit Duck insulated Bib overall (Men's & Women's styles)	Brown, Tan	S - 5XL	No embroidery.					

	General Job Type	Brand(s)	Type of Item	Quantity	Color(s)	Size(s)	Printing/Embroidery	Turn-around time from placement of order to PROOF AND/OR SAMPLE	Turn-around time from approved PROOF AND/OR SAMPLE to DELIVERY of finished product to zip code, 10014.	Bid price per item (list regular sizes separate from larger sizes)	Additional Charges (screens, tapes, etc.)
26	Leather Belt	Carhartt, Alternate	Top-grain cowhide leather	Min. order of one (1) dozen	Black, Brown	28 - 50	No embroidery.				
27	Baseball Caps	Flexfit, Yupoong, New Era, Alternate	Closed back, stretch fitted, hard buckram.	Min. order of one (1) dozen	Navy Blue, White	XS - 3XL	Front - two color logo embroidered on front above brim. Back - two color logo embroidered.				
28	Baseball Caps	LL. Bean, Port Authority, New Era, Alternate	100% Cotton Twill, "Washed Cap", "Dad Cap", Adjustable self-fabric tuck strap closure.	Min. order of one (1) dozen	Navy Blue, White	XS - 3XL	Front - two color logo embroidered on front above brim. Back.				
29	Trucker Cap	Yupoong, New Era, Alternate	Closure 7-position adjustable snap back, hard buckram, trucker cap with premium mesh panels	Min. order of one (1) dozen	Navy Blue, White	S - 3XL	Front - two color logo embroidered on front above brim.				
30	Sun Hat	N/A	UPF 50+, Cotton/Mesh Sun Hat	Min. order of two (2) dozen	Stone, Tan, Buckskin, Khaki	S - 3XL	No embroidery.				
31	Winter Hats	Ultra Club, Yupoong, Alternate	Beanie, Classic Knit, 3-inch folding cuff.	Min. order of two (2) dozen	Navy Blue & Black	N/A	Two colors embroidered on front.				
32	Tool Bags	N/A	Ripstop poly water-resistant fabric. Durable webbing carry handles, oversized industrial zippers, heavy-duty binding, and a padded bottom.	No minimum.	N/A	N/A	Four colors embroidered on front & one color embroidered on back.				
33	Waist Bag	Port Authority, Alternate.	Multiple zippered pockets. Back zippered security pockets. Adjustable waist strap with buckle fits waist size up to 50 inches.	Min. order of half (1/2) dozen	N/A	N/A	Three colors embroidered on front OR Three colors screen printed based on material.				
34	Safety Vest	N/A	Class 2 Reflective, Solid polyester. Breathable mesh. Hook and loop closure.	Min. order of one (1/2) dozen	Yellow, Orange	S - 3XL	Black colors screen printed on back.				
35	Rain Bib	N/A		Min. order of one (1/2) dozen	N/A	S - 5XL	No embroidery.				
36	Rain Jacket	N/A		Min. order of one (1/2) dozen	N/A	S - 5XL	No embroidery.				

**EXHIBIT C**  
**SAMPLES OF RELEVANT WORK**

The respondent shall submit the following samples with its proposal for quality and pantone color matching by the Submission Deadline. **For samples, see Vector files with PMS values attached to and made part of the RFP.** All work is expected to match same quality and color matching as samples submitted for each purchase order.

- Blue ink and thread= PMS 2995C
- Green ink and thread= PMS 2287C
- Orange ink and thread= PMS 151C
- Navy garments and hats=PMS 2188C

Silkscreen

- One 100% cotton Navy (PMS 2188C) short-sleeved t-shirt, men's size medium.
  - Secondary logo on front breast and primary three-color Staff logo on back.

Embroidery

- One cotton Navy (PMS 2188C) polo, men's size medium.
  - Primary three-color Staff logo on front breast.
- One "dri-fit" Navy (PMS 2188C) polo, men's size medium.
  - Primary three-color Staff logo on front breast.
- One Navy (PMS 2188C) sweatshirt, men's size 2X-Large.
  - Primary three-color Staff logo on front.
- One Navy (PMS 2188C) flex hat, sizes L, XL & 2XL.
  - Secondary logo on front and two-color linear logo on back.
- One Dark Brown (PMS NUMBER HERE) cotton duck canvas sample.
  - Primary three-color Staff logo on front breast

All work shall match the same quality and color matching as samples submitted for each purchase order.

**EXHIBIT D**

**REQUIRED CERTIFICATIONS**

**(ALL FORMS MAY ALSO BE OBTAINED ON THE WEBSITE AT  
[HTTPS://HUDSONRIVERPARK.ORG/ABOUT-US/BIDS-BUSINESS-  
OPPORTUNITIES](https://HUDSONRIVERPARK.ORG/ABOUT-US/BIDS-BUSINESS-OPPORTUNITIES))**

**Respondent's Certification**

**Disclosure of Prior Non-Responsibility Determination Form**

**Affidavit of Non-Collusion**

**Iran Divestment Act Affidavit**

**NY Executive Order 16 Certification**

**EO 177 Form**

**MWBE EO Policy Statement**

**Note: additional forms, as applicable, be required prior to the Trust issuing a Purchase Order to the selected Respondent(s): NYC Doing Business Form, NY Small Business Certification, W-9 Form, NYS Tax Certification ST-220-CA and ST-220-TD, and Vendor Responsibility (either NYC MOCS Passport Vendex or NYS Vendrep) and Certificates of Insurance.**



**PROPOSAL SUBMITTED BY**

**\_\_\_\_\_  
(THE "RESPONDENT")**

**RESPONDENT'S CERTIFICATION**

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Respondent's Address: \_\_\_\_\_

Notice Address (if different from above): \_\_\_\_\_

Respondent's E-mail Address: \_\_\_\_\_

Respondent's Telephone Number: \_\_\_\_\_

Respondent's Tax I.D. Number: \_\_\_\_\_

Provide three client references below:



**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 signatory<sup>i</sup>): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

<sup>i</sup> Form to be signed by an individual officially authorized to sign on behalf of business



**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**

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

**EEO**

- (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:

## EXHIBIT E

### MWBE AND SDVOB REQUIREMENTS

The following is applicable to Respondents that are neither a NYS Certified MWBE nor SDVOB. No subcontractor utilization plan is required for respondents that are a certified MWBE or SDVOB; instead, such respondents must file a copy of their valid New York State certification in lieu of a subcontractor utilization plan.

#### **I. Contractor Requirements and Procedures for Participation by New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.**

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Trust is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“M/WBEs”) and the employment of minority group members and women in the performance of the Trust contracts.

Business Participation Opportunities for MWBEs: For purposes of this solicitation, the Trust hereby establishes an overall combined goal of thirty percent (30%) for MWBE participation. The Respondent must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Trust may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required M/WBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Trust will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to M/WBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be twenty five percent (25%) of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Trust may withhold payment as liquidated damages.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at

<https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Trust.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. A Subcontractor Utilization Plan with their proposal. If Respondent's proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of MWBE Participation Goals in support of the proposed goal. Any modifications or changes to an accepted Subcontractor Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted Subcontractor Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within 30 days of receipt.
- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Trust at Pier 40, 353 West Street, 2<sup>nd</sup> Floor Administration, New York, NY 10014, 212-627-2020, Attn.: General Counsel, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the respondent and direct the respondent to submit, within five (5) business days of notification from the Trust, additional information to cure the noted deficiency. Failure to cure noted deficiency in a timely manner may be grounds for disqualification of the proposal.

The Trust may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an Subcontractor Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the Trust determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any M/WBE identified within its Subcontractor Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract. The successful respondent will be required to submit a monthly Subcontractor Utilization Plan to the Trust.

## **II. SDVOB Requirements. Contractor Requirements and Procedures for Participation of Service Disabled Veteran-Owned Business.**

SDVOB Requirements. The Division of Service-Disabled Veterans' Business Development ("DSDVBD") is housed within the New York State Office of General Services ("OGS") and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Through the DSDVBD, the State of New

York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. 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, Respondents are 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.

New York State Law. Veterans' Services Law Article 3 requirements for the participation of SDVOBs in New York State contracting. The objective of Article 3 is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting. The DSDVBD maintains a Directory of NYS Certified SDVOBs. The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. The Directory of NYS Certified SDVOBs is also posted on the OGS website.

#### Contract Goals.

The Trust hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Respondent should reference the directory of New York State Certified SDVOBs found at <https://sdves.ogs.ny.gov/business-search>.

#### SDVOB Utilization Plan.

- A. In accordance with 9 NYCRR § 252.2(i), Respondents are required to submit a completed SDVOB Utilization Plan on the Subcontractor Utilization Plan form attached hereto with their proposal. If Respondent's proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of SDVOB Goal in support of the proposed goal.
- B. The Subcontractor Utilization Plan shall list the SDVOBs that the Respondent intends to use to perform the Contract, a description of the work that the Respondent intends the SDVOB to perform to meet the goals on the Contract, and an estimate of the percentage of Contract work the SDVOB will perform. By signing the Subcontractor Utilization Plan, the Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Trust.

- C. The Trust will review the submitted SDVOB Utilization Plan and advise the Respondent of the Trust acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, selected Respondent agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Trust a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the Respondent and direct the Respondent to submit, within five (5) business days of notification by the Trust, additional information to cure the noted deficiency. Failure to cure the noted deficiency in a timely manner may be grounds for disqualification of the proposal.

The Trust may disqualify a Respondent's proposal as being non-responsive under the following circumstances:

- (i) If a Respondent fails to submit an SDVOB Utilization Plan on the Subcontractor Utilization Plan Form;
- (ii) If a Respondent fails to submit a written remedy to a notice of deficiency;
- (iii) If a Respondent fails to submit a request for waiver; or
- (iv) If the Trust determines that the Respondent has failed to document good faith efforts.

If awarded a Contract, the Respondent shall certify that it will follow the approved Subcontractor Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in the Contract.

Request for Waiver. In accordance with 9 NYCRR § 252.2(m), a Respondent that is able to document good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Respondent may submit the request for waiver at the same time it submits its Subcontractor Utilization Plan. If the documentation included with the Respondent's waiver request is complete, the Trust shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

## **EXHIBIT E-1: SUBCONTRACTOR UTILIZATION PLAN**

A copy is also available on the Trust's Website under Bids and Business Opportunities

<https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>



# COMBINED PROPOSED SUBCONTRACTOR UTILIZATION PLAN

**TO BE INCLUDED WITH ALL RFP and BID SUBMISSIONS**

Contract #  Project Description  Project Location

Contractor:  Contact Person  Phone #  E-Mail

Prime Contractor NYS Certification Status			Contractor's Proposed Utilization Plan	
	Certification #	Approved Commodity Code(s)		
MBE	<input type="text"/>	<input type="text"/>	MBE	0.0%
WBE	<input type="text"/>	<input type="text"/>	WBE	0.0%
SDVOB	<input type="text"/>	<input type="text"/>	Total M/WBE	0.0%
			SDVOB	0.0%

Subcontractors and/or Suppliers Breakout										
Company Name	City & State	Email	SFS Vendor ID	Classification of Work to be Performed	Description of Work to be Performed	Commodity Code(s) for work to be Performed	Utilization Plan Designation	Anticipated Start Date	Anticipated Completion Date	Percentage of Total Contract Value
				Construction Services			WBE			

*Pursuant to Executive Law Article 15-A and Veterans' Services Law Article 3, my firm will engage in good faith efforts to achieve the M/WBE and SDVOB goals on this contract. I understand that failure to make good faith efforts can result in the contract being awarded to another contractor. I understand that all listed subcontractors will be contacted for verification of solicitation. I further understand that utilization of certified Minority and Women Business Enterprises and/or Service Disabled Veteran Owned Businesses for non-commercially useful functions may not be counted towards utilization of certified M/WBEs and SDVOB as identified in this utilization plan.*

Contractor's Signature & Date  Name and Title

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

**EXHIBIT F**  
**STANDARD STATE CLAUSES**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS 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, licenser, 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 this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**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](mailto: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.