



**REQUEST FOR PROPOSALS  
ANNUAL FINANCIAL AUDITING SERVICES**

**CONTRACT NO. F5360**

**RFP Issued: September 20, 2023**

**Submission Deadline: October 30, 2023**

## SUMMARY

- Project:** Hudson River Park Trust seeks proposals from independent auditing firms to perform annual audit services and produce associated reports.
- Type of Services:** Financial audit services (the “**Services**”), as more specifically described in Section 2.
- Term:** Three (3) years, with two (2) optional one (1) year renewals

**Important Notice:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Contract. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed here: Jennifer Sosa.

All inquiries shall be made by email to the following address [JSosa@hrpt.ny.gov](mailto:JSosa@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/bidsbusiness-opportunities>

## PART I INTRODUCTION

### **I. Invitation to Submit Proposal**

The Hudson River Park Trust (“Trust”) invites qualified firms to submit a proposal in response to this Request for Proposals (“RFP”). The Services to be performed are outlined below, along with such other information such as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “Contract Draft”) that is separately made available on the Trust website. Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation.

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal.

### **1. SUMMARY:**

#### **General:**

Through this request for proposals (“RFP”), the Trust seeks to solicit proposals from experienced accounting firms to perform auditing services. The Trust is a New York State Public Benefit Corporation and 501(c)(3). The qualified firm is required to assign a partner who is a certified public accountant having sufficient governmental (State/Local) accounting and auditing experience.

#### **Term:**

The selected firm will perform auditing services for a period of three (3) consecutive years beginning with the audit of fiscal year 2024 (April 2023 to March 2024) through fiscal year 2026 (April 2025 to March 2026), with the option, at the Trust’s discretion, for two additional one-year renewal terms (the “Renewals”). The initial term (the “Initial Term”) of the contract will extend from the date of signing through June 30, 2026. The Initial Term, together with the Renewals, may extend to June 30, 2028.

#### **Questions:**

Questions regarding the RFP may be sent to Jennifer Sosa at [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov) by October 9, 2023. Answers will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bidsbusiness-opportunities> by October 16, 2023.

## **PART II THE SERVICES**

### **1. SCOPE OF WORK:**

The Trust is requesting a certified public accounting firm to provide annual audited financial statements beginning with the annual audit of FY 2024 ending on March 31, 2024, and each year thereafter that the contract is in effect, in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. The audit shall be conducted, and the report shall be rendered in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and requirements of the federal Single Audit Amendments of 1996 and OMB Circular No. A-133.

The audit shall be sufficient in scope to enable the auditor to express opinions on the Trust's financial statements and compliance with laws, regulations, contracts, and grants applicable to major State, City, and Federal programs.

Work includes:

1. Review, examine, and report on the Trust's accounting procedures, including internal controls, to ensure adherence to accounting policies in accordance with Generally Accepted Accounting Principles and GASB pronouncements.
2. Review, examine, and report on the Trust's compliance with investment guidelines, including New York State Office of the Comptroller Investment Guidelines for Public Authorities and Section 2925(3)(f) of the State of New York Public Authorities Law - Investments of Public Authorities.
3. Hire a sub-consultant to provide an actuarial valuation for postemployment health benefits as required by GASB 45.
4. Perform the federal Single Audit when applicable.

### **2. AUDIT TIMELINE:**

The audit must be conducted in a timely manner. The audit plan should consist of the following:

- A. A pre-planning conference in April or May as agreed upon by the auditing firm and the Trust.
- B. Compliance audit work initiated prior to May 31st of each audit year, and field work consisting of attestation of the financial statements.

- C. The audit shall be completed by June 10th of each audit year. The final audit must be completed and reports rendered by June 15th. If the Trust is unable to provide schedules/documents and requested work papers prepared by its Finance Department staff by the agreed-upon scheduled time, then the above time frame will be appropriately extended, but remain within compliance with NY State Finance Law.
- D. Audit activities will also include the presentation to the Trust's Finance Committee, Chief Executive Officer, Chief Financial Officer, and the Vice President of Finance; and prior to submission of the completed report, the auditor shall review a draft of each proposed report with the Trust staff.

### **3. DELIVERABLES:**

A. Upon completion of the audit, an audit report consisting of those elements described in the respective audit guides and standards shall be issued. The auditor shall then submit the audited financial statements with audit opinions to the Trust's Chief Financial Officer and the Trust's Audit and Finance Committee. The Trust requires the submission of 10 bound hard copies and an electronic copy of the audit report and financial statements.

B. The auditing firm shall prepare schedules to satisfy the Trust's fixed asset management reporting requirements.

### **4. WORK PAPERS:**

The auditing firm shall retain the audit work papers for six (6) years after the audit report date and make these work papers available for review, inspection, and reproduction at the request of the Trust.

### **5. ADDITIONAL WORK:**

If additional work is performed at the request of the Trust, Respondent should also include the hourly rates of the key personnel in the RFP response.

The Trust occasionally requires audits of tenant records as authorized by Trust lease agreements. Please provide a quote for additional fees should the Trust request such services.

## **6. REQUIREMENTS:**

The auditing firm shall:

- Be a licensed CPA able to practice public accounting in the State of New York.
- Be independent from Trust staff and activities.
- Have demonstrated knowledge of New York State Finance Law and New York Public Authorities Law pertaining to auditing services.
- Have experience conducting audits for New York State agencies, public authorities, and local agencies.
- Affirm that it is registered with the NY Board of Accountancy.
- Certify that it meets the independent standards of the American Institute of Certified Public Accountants Code of Professional Ethics and the independent standards outlined in the GAO Standards.
- Affirm that the lead staff assigned to the Trust audit are certified public accountants.

**PART III**  
**RFP & SUBMISSION TIMELINE, FORMAT & REQUIRED FORMS**

**1. RFP & SUBMISSION TIMELINE**

- October 9, 2023**                      **Question Deadline:** Last date to submit questions regarding the RFP to [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov)
- October 16, 2023**                      **Answers Posted:** Date that answers to questions will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-businessopportunities>
- October 30, 2023**                      **Submission Deadline:** four hard copies delivered by 5 PM to  
Jennifer Sosa  
Hudson River Park Trust  
353 West St., 2<sup>nd</sup> fl.  
New York, NY 10014-3674

**2. PROPOSAL SUBMISSION REQUIREMENTS**

The Proposal must include all items listed in this section, in two separate sealed envelopes. Please label each response with the same number as the item to which it is responding. Make each answer as complete as possible and provide the requested documentation in as much detail as possible.

The following should be provided in a sealed **Envelope One**, labeled as F5360 Proposal for Annual Financial Auditing Services:

A.        Submittal Letter:

As part of the submission, Respondent shall provide a letter of transmittal addressed to Kimberly Quinones, Chief Financial Officer 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. It must also include information on all sub-consultants proposed for the contract. The transmittal must also include the address, phone number, fax, email address, and Tax ID number of Respondent.

B. Detailed Proposal:

1. A proposed Audit Plan outlining audit methodology and tasks to be performed in completing audit(s) and review(s);
2. Identification of the key personnel to be assigned to each engagement (management consulting and audit). Resumes or CVs of key personnel should be enclosed with the proposal;
3. A description of the relevant experience of the personnel assigned to each engagement;
4. The name of the partner(s) of the Respondent's firm who will serve as the firm's designated contact(s);
5. Listing of New York State and/or New York City governmental entities for whom Respondent performed auditing services in the past three years;
6. The names of any current or prior clients which, to the best of your knowledge, may present a conflict of interest in providing auditing services to the Trust.
7. Names, addresses, and telephone numbers of three people who may be contacted for reference.

C. In a sealed **Envelope Number Two**, labeled as F5360 Fee Proposal, the following should be provided as set forth in Exhibit 2:

1. The fixed maximum fee for each of the three Fiscal Years to complete the audit described in Part I and provide the Deliverables. The fixed maximum fee for each year must include out-of-pocket costs.
2. The fixed maximum fee for each additional one-year renewal to complete the audit described in Part I and provide the Deliverables. The fixed maximum rate for the two option years must include out-of-pocket costs.
3. The hourly billing rate of the personnel to be assigned to the Contract if selected.
4. The hourly billing rate for completing the Additional Work if required as described in Part II, Section 5.



### **3. SUBMISSION FORMAT**

All proposals in the sealed envelopes described above must be submitted to Jennifer Sosa, Procurement Manager, Hudson River Park Trust, Pier 40, 353 West Street, 2nd Floor, New York, NY 10014, and received by **no later than October 30, 2023 by 5pm.** Proposals received after that date and time may not be considered.

- A. Four identical hard copies of the proposals must be submitted.
  
- B. Identical proposals, including attachments, should also be provided electronically on a CD or flash drive. The Trust reserves the right to hold Respondent to the most favorable proposal in the event of discrepancies between the hard copy and electronic proposal submissions.
  
- C. If you have a physical disability and cannot deliver your proposal to Pier 40, please contact Front Desk at 212-627-2020 at least 48 hours prior to the deadline and special arrangements will be made for you.

### **4. RESPONSIVENESS DETERMINATION**

In order to be considered responsive, your proposal should be organized and include all the items listed under “PROPOSAL SUBMISSION REQUIREMENTS” above. If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Jennifer Sosa at (212) 627-2020 at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

### **5. PROPOSAL EVALUATION**

The Trust will review each respondent’s proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to the Trust’s goals. Interviews may be held with any or all the respondents after the Trust’s receipt and initial review of proposals.

### **6. SELECTION CRITERIA**

- 30% The skill, experience and training of the specified persons performing the services requested.

- 20% The prior experience and reputation of the auditor in auditing governmental units similar to the Trust.
- 20% Ability to complete the audit and submit the financial statements and Auditor's reports to the Trust by required deadline in an effective and efficient manner.
- 20% Proposed Fee Schedule
- 10% The respondent's proposed plans for encouraging participation by minority and women-owned business enterprises in connection with the Services, including the respondent's M/WBE Utilization Plan and Diversity Practices Questionnaire.

**M/WBE Participation Goal:** 30% (See Exhibit 3 for more information)

**SDVOB Participation Goal:** 0% (See Exhibit 3 for more information)

## **7. LIMITED PERMISSIBLE CONTACT**

Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed below. All inquiries shall be made by email to Jennifer Sosa [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov)

**EXHIBIT 1:**  
**ADDITIONAL RFP REQUIREMENTS & CONDITIONS**

**1. SERVICES TO BE PERFORMED AND WORK PRODUCT**

The selected Contractor shall perform all the services specifically described in Part II above. Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Work and all terms of the Contract Draft attached hereto.

**2. COMPENSATION**

Subject to and in accordance with the final terms of the Contract, the Trust shall compensate the selected Contractor as follows:

- A. **In General.** Under the Contract, the Trust will agree to pay to the Contractor an amount not to exceed the Maximum Contract Price to be negotiated between the Trust and the selected Contractor based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all the Services provided by the Contractor pursuant to the Contract and all expenses of the Contractor in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided in Article II of the Contract and Appendix C of the Contract.
- B. **Sales and Use Tax.** The Trust is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. The Trust will provide the selected Contractor with an appropriate “sales and use tax exemption certificate”.

**3. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS**

- A. **Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form of the Draft Contract. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. Respondent’s proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least sixty (60) 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.
- B. **Freedom of Information Law.** All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“FOIL”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s

competitive position. This characterization shall not be determinative but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.

- C. **Equal Employment Opportunity Requirements**. By submission of a proposal in response to this solicitation, the respondent agrees with all 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 monthly 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 Contractor 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.

- D. **MWBE COMPLIANCE**: Respondents shall submit with their proposal a Subcontractor Utilization Plan following the requirements set forth in Exhibit 3 to this RFP.
- E. **Costs**. The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.
- F. **The Trust Rights**. This is a "Request for Proposals" and **not** a "Request for Bids". The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the

following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

G. **Proposals From Principals.** Only proposals from principals and authorized officers will be considered responsive.

H. **Disclaimer.** The Trust and its respective officers, directors, agents, members, and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. **Protest Procedures.** Any protests related to this procurement shall follow the procedures set forth in Exhibit 4.

#### 4. **VENDOR RESPONSIBILITY**

**Future Required Forms:** Selected respondent will also need to be able to complete all forms listed below completely prior to contract execution and which are also available on the [Trust's Bids and Business website](#). These forms do not need to be included in the response but should be reviewed carefully prior to submission.

- Certificates of Insurance (COI), Workers Comp and Disability
- [Certification Against Harassment and Discrimination \(EO 177\)](#)
- [Doing Business Data Form](#)
- [Iran Divestment Act Certification](#)
- [IRS Form W-9](#)
- [M/WBE and EEO Policy Statement](#)

- [Disclosure of Prior Non-Responsibility Determination/ Lobbying Form](#)
- [Russia Business Prohibition Certification](#)
- [Tax Form SC-220-CA](#)
- [Tax Form SC-220-TD](#) (Copy of NYS Dept of Taxation & Finance filing)

All forms are available on the Trust's website at: <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>

Prior to contract execution, the Trust will require a copy of the vendor responsibility form that the Contractor has on file with New York City's Procurement and Sourcing Solutions Portal (PASSPort) or New York State's VendRep system. If Contractor has not already filed with PASSport or VendRep, Contractor will be required to complete a Vendor Responsibility form as provided by the Trust.

**EXHIBIT 2:**  
**FEE AND COST SCHEDULE**

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages.
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.
3. **Please be sure that you submit your fee and cost schedule in a separate file.**

**(See Fee and Cost Schedule on following page)**

**EXHIBIT 2:**  
**FEE AND COST SCHEDULE**

The Consultant shall provide the following services to the Trust and shall be paid a lump sum fee (“Fee”) as listed below. Pricing shall include all overhead and profit, including the cost of all materials and supplies, equipment, labor, administration, overhead, insurance, and taxes.

<b>Fixed Maximum Fee</b>					
<b>Item</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
Audit	\$	\$	\$	\$	\$
Single Audit (if required)	\$	\$	\$	\$	\$
Actuarial Valuation	\$	\$	\$	\$	\$
<b>Total</b>	\$	\$	\$	\$	\$

**Lump Sum Total for all five (5) years:**

\$ \_\_\_\_\_

**Hourly Billing Rates by Title:**

Partner: \_\_\_\_\_ Senior Accountant: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Staff Accountant: \_\_\_\_\_

**Fee for Completing Additional Work:**

In the event additional services are required by the Trust, the hourly billing rates to be charged for the additional work will be as follows:

Partner: \_\_\_\_\_ Senior Accountant: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Staff Accountant: \_\_\_\_\_



**EXHIBIT 3:**  
**MWBE and SDVOB REQUIREMENTS**

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

1. 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.
2. 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 Consultant 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 because 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
  8. The successful respondent will be required to submit a monthly Subcontractor Utilization Plan to the Trust.

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

1. 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.

2. 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.

3. New York State Law. New York State Veterans' Services Law Article 3 governs 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 0% 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://online.ogs.ny.gov/SDVOB/search>.

Additionally, respondents are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

**EXHIBIT 4:**  
**PROTEST PROCEDURES**

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

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

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

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

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

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

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

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

Address for Submission of Protests:

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

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

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

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

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

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

**EXHIBIT 5:**  
**CONTRACT DRAFT**

(Separate attachment)