



REQUEST FOR PROPOSALS:
ANNUAL FINANCIAL AUDITING SERVICES

Contract No. G5033

RFP Issued: December 4, 2018

Submission Deadline: January 15, 2019

PART 1 INTRODUCTION

I. DESCRIPTION:

The Hudson River Park Trust (the “Trust”), a New York State Public Benefit Corporation and 501(C)(3), is seeking a certified public accounting firm to perform auditing services for a period of three (3) consecutive years beginning with fiscal year March 31, 2019 through fiscal year March 31, 2021, with the option at the Trust’s discretion for two additional renewal years. The qualified firm shall be an independent certified public accounting firm having sufficient governmental (State/Local) accounting and auditing experience in performing audit services.

II. SCOPE OF WORK:

The Trust is requesting an auditing firm to provide annual audited financial statements beginning with the year ending March 31st, 2019, 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 auditing firm shall prepare all statements and disclosures required by generally accepted accounting principles and required legal statements and disclosures of all funds. 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 to ensure its 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 actuarial valuation for postemployment health benefits as required by GASB45.

III. AUDIT TIMELINE:

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

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

IV. TIME REQUIREMENTS:

The audit shall be complete by June 10th of each audit year. 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. The audit activities will also include preparation of a letter disclosing and discussing informal/non-material comments (not included in management letter); a management letter presentation to the Trust's Finance Committee, Chief Executive Officer, Chief Financial Officer and other key staff; and prior to submission of the completed report, the auditor shall review a draft of each proposed report with the Trust staff.

V. 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 Finance Committee. The Trust requires the submission of 30 bound hard copies of the audit report and financial statements as well as an electronic copy of the same.

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

VI. WORK PAPERS:

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

VII. ADDITIONAL WORK:

In the event that circumstances arise during the audit that require work to be performed above the original estimate, as indicated in the above Scope and Deliverables, the basis for additional fees should the Trust request such services must be included in the RFP response. No additional services shall be provided without a change order for services.

VIII. REQUIREMENTS:

A. The auditing firm shall:

1. Be a licensed CPA able to practice public accounting in the State of New York;
2. Be independent from Trust's staff and activities;
3. Have demonstrated knowledge of New York State Finance Law and New York Public Authorities Law as applicable to the auditing services;
4. Have experience conducting audits for New York State agencies and public authorities and local agencies;
5. Affirm that it is registered with the NY Board of Accountancy;
6. Certify that it meets the independent standards of the American Institute of Certified Public Accountants' Code of Professional Ethics and the independent standards set forth in the GAO Standards; and
7. Affirm that lead staff assigned to the Trust audit are certified public accountants.

IX. ADD ON ITEM:

The Trust may also require, at a time designated by the Trust, audits of the records of its tenants as authorized by the lease agreements held by the Trust. The basis for additional fees should the Trust request such services should be included in the RFP response.

X. CONTRACT TERM:

A contract resulting from this RFP shall be for a term of up to three (3) years with an option, at the Trust's discretion, for two additional one year renewals. In their proposals, Respondents shall submit pricing information for each year of the initial three (3) year terms along with pricing for up to two (2) additional one-year terms.

XI. PROPOSAL REQUIREMENTS:

The Proposal must respond to the following items. 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.

1. The following should be provided in a sealed **Envelope One**, labeled as G5033 Proposal for Annual Financial Auditing Services:

A. Submittal Letter:

As part of the submission, Respondent shall provide a letter of transmittal addressed to Daniel Kurtz, 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 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 persons who may be contacted for reference.

2. In a sealed **Envelope Number 2**, labeled as G5033 Fee Proposal, the following should be provided:

8. 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.
9. 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 each of the two option years must include out-of-pocket costs.

10. The hourly billing rate of the personnel to be assigned to the Contract if selected.

11. A description of the proposed fee for completing the Additional Work if required in Paragraph VII above, and whether such fee will be a fixed amount or based on the hourly billing rates.

12. A description of the proposed fee for completing the Add On Item if required in Paragraph IX above, and whether such fee will be a fixed amount or based on the hourly billing rates.

XII. M/WBE and SDVOB PARTICIPATION GOALS:

A. M/WBE Participation Goal: 30%

B. SDVOB Participation Goal: 6%

XIII. SUBMISSION DETAILS:

A. 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 January 15, 2019 at 5 p.m.** Proposals received after that date and time may not be considered.

B. Proposals should be submitted in triplicate as hard copy.

C. 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.

D. If you have a physical disability and cannot deliver your proposal to Pier 40, please contact Nicole Steele at 212-627-2020 at least 48 hours prior to the deadline and special arrangements will be made for you.

XIV. RFP QUESTIONS AND CONTACT INFORMATION

All questions regarding this RFP must be submitted in writing by December 19, 2018 by email to jsosa@hrpt.ny.gov. All questions with answers will be posted on the Trust's website under Bids and Business Opportunities by December 28, 2018. No phone calls please.

XV. PROPOSAL EVALUATION:

A. Selection Criteria

The following criteria will be used in determining the successful Respondent:

1. The skill, experience and training of the specified persons who will be performing the services requested: **30%**.
2. The prior experience and reputation of the Auditor in auditing governmental units similar to the Trust. **20%**
3. 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%**
4. The Proposed Fee Schedule. **20%**
5. The Respondent's proposed plan for encouraging participation by minority and women-owned business enterprises in connection with the Services, including the Respondent's Subcontractor Utilization Plan. **10%**

B. Selection Process

1. Proposals will be evaluated based upon the criteria and/or factors listed in this RFP.
2. The Trust shall select that responsible and responsive Respondent whose proposal is determined by the Trust to provide the greatest overall benefit to the Trust on the basis of the criteria listed above. The Trust expressly reserves the right to negotiate with the selected Respondent prior to an award of any contract pursuant to this RFP.

PART 2 ADDITIONAL REQUIREMENTS

I. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected Contractor shall perform all work and services and deliver all of the Services described in Part 1 above. Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services and all terms of the Contract Draft attached hereto.

II. COMPENSATION

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

1. 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 of 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.
2. 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”.

III. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

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 annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at

<https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and any other government review and approval forms. Respondent's proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the Respondent for at least 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

A. 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.

B. Participation by New York State Business Enterprises. Respondents are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Respondents must therefore demonstrate their commitment to the use of NYS businesses by indicating whether they will use New York State businesses in the performance of the Contract. If Respondents do intend to use NYS businesses, kindly identify those NYS businesses that will be used and attach identifying information.

C. 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.

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 goal of thirty percent (30%) for New York State-certified Minority and Women-Owned Business Enterprise (“MWBE”) participation (based on the current availability of MBEs and WBEs). The Contractor 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 MWBE 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 MWBEs 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.

a) Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing: An MWBE Utilization Plan, using the Subcontractor Utilization Plan form attached, with their proposal. Any modifications or changes to an accepted MWBE 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 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, 2nd 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, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

a) If a respondent fails to submit a 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 MWBE identified within its 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 MWBE Contractor Compliance & Payment Report to the Trust documenting the progress made toward achievement of the M/WBE goals of the Contract.

9. Equal Employment Opportunity Requirements. By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The respondent is required to ensure that it and any subcontractors awarded a subcontract 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.

10. If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Trust on a monthly basis 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.

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

D. 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 Executive Law Article 17-B governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B 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.

4. 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: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Additionally, following Contract execution, the selected Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

5. SDVOB Utilization Plan shall be submitted using the Subcontractor Utilization Plan attached.

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. The procedures set forth in this section 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.

1. Types of Protests. There are three types of procurement Protests:
 - a) *Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;*
 - b) *Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and*
 - c) *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.*
2. 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) *A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I, Section 2.2.6.3 of the RFP;*

b) 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

c) 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.

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

a) name, address and telephone number of the protester;

b) appropriate identification of the procurement, including the Contract Number;

c) statement of the basis of the Protest;

d) supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

e) form of relief requested.

4. Address for Submission of Protests:

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

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

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

7. 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.

8. 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 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.

IV. PASSPORT (FORMERLY, VENDEX).

The Procurement and Sourcing Solutions Portal (PASSPort) is the City’s new online portal which moves VENDEX online and makes it easier to submit and keep disclosure documents up-to-date. PASSPort will become the primary platform to do business with the City of New York. Contractors must register on PASSPort with the Mayor’s Office of Contracts for itself and Subcontractors for all contracts totaling \$100,000 or more. All contractors wishing to do business with the City and Hudson River Park Trust must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

V. INTERVIEWS

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

VI. SELECTION

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. See Part I for an explanation of the criteria upon which the Trust will base a selection.

EXHIBIT 1
DOING BUSINESS DATA FORM

(SEPARATE ATTACHMENT)

PLEASE NOTE THIS FORM IS ALSO AVAILABLE ON THE WEBSITE AT
<https://hudsonriverpark.org/about-us/bids-business-opportunities>

EXHIBIT 2

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS FORM

(SEPARATE ATTACHMENT)

PLEASE NOTE THIS FORM IS ALSO AVAILABLE ON THE WEBSITE AT
<https://hudsonriverpark.org/about-us/bids-business-opportunities>

EXHIBIT 3

NON-COLLUSION CERTIFICATION FORM

(SEPARATE ATTACHMENT)

PLEASE NOTE THIS FORM IS ALSO AVAILABLE ON THE WEBSITE AT
<https://hudsonriverpark.org/about-us/bids-business-opportunities>

EXHIBIT 4

IRAN DIVESTMENT FORM
(SEPARATE ATTACHMENT)

PLEASE NOTE THIS FORM IS ALSO AVAILABLE ON THE WEBSITE AT
<https://hudsonriverpark.org/about-us/bids-business-opportunities>

EXHIBIT 5

M/WBE, SDVOB and EO No. 177 FORMS

- 1. Subcontractor list including M/WBE Utilization Plan and SDVOB Utilization Plan**
- 2. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 3. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

PLEASE NOTE THESE FORMS ARE ALSO AVAILABLE ON THE WEBSITE AT
<https://hudsonriverpark.org/about-us/bids-business-opportunities>

EXHIBIT 6
CONTRACT DRAFT

(SEPARATE ATTACHMENT)