

**Destination: Greenways!**  
Conceptual Plans for Greenway Routes in Brooklyn and Queens  
**\*\*UPDATED JANUARY 17, 2020\*\***

Prompt: Seeking applications from consultant firms to create conceptual plans for pre-evaluated greenway routes in Brooklyn and Queens on behalf of NYC Parks.

**Issue Date:** December 24, 2019

**Deadline for Proposals:** ~~February 3, 2020~~, **February 7, 2020**

**Questions on RFP Due:** ~~January 6, 2020~~ **January 10, 2020**

**Reply To:** FundRFP@cityhall.nyc.gov

**Released By:** Mayor's Fund to Advance New York City

**I. Summary:**

The Mayor's Fund to Advance New York City, in support of New York City Department of Parks and Recreation ("NYC Parks"), is seeking a landscape design firm ("Consultant") to prepare two (2) separate conceptual plans for pre-evaluated greenway routes in (1) Central Queens (the Central Queens Greenway) and (2) along the southwest shoreline of Brooklyn (Brooklyn Shore Parkway), as shown in the map in Attachment B. NYC Parks will use these plans to advocate for capital funding to transform and improve these greenway routes as destination pathways.

The Consultant will work with NYC Parks to carry out conceptual planning studies for the two routes. The Consultant will examine existing conditions, develop and implement robust community outreach and engagement plans, carry out the engagement, and use this information to create an informed conceptual plan for each route. These plans should incorporate research, stakeholder input, and community feedback to determine key needs, set priorities for new park amenities, and map out implementation plans and cost estimates for all applicable projects along each route. Throughout the planning process NYC Parks and the consultant will work closely with the NYC Department of Transportation (DOT) to address connections to on-street bike networks and street crossings.

The main overarching goals of the "Destination: Greenways!" project ("Project") are to:

1. Connect existing disconnected greenway segments to each other and their surrounding neighborhoods, creating contiguous and clear routes that tie neighborhoods together
2. Provide greater access to open space by improving greenway route entrances to each communities' existing streets and greenways
3. Create a destination experience for New Yorkers of all ages and ability by providing places for recreation and park activities along the routes, where possible

NYC Parks envisions that the Consultant will work on both plans simultaneously for the duration of approximately 1.5 years. Final deliverables will include two distinct conceptual plans with cost estimates; one for each route.

**Background**

New York City's greenways run through parks and along streets, providing high quality bicycle and pedestrian corridors that form a key component of the City's transportation infrastructure. NYC Parks is committed to helping create a robust and safe greenway network that serves as both a thoroughfare and destination. There are over 150 miles of greenway throughout NYC

Parks' property, but many segments are disconnected or confusing to access, run down, or do not evoke a sense of place.

The City is committed to creating safer passage for bicyclists and pedestrians throughout all five boroughs, exemplified by the Vision Zero Action Plan released in 2014. In summer 2019, the NYC Department of Transportation released the Green Wave plan, a long-term vision plan to improve cycling infrastructure citywide. Additionally, in recent years, Manhattan's waterfront greenway network has garnered a great deal of attention. In 2018 the City released the Manhattan Waterfront Greenway Plan to identify gaps in the network and propose solutions to create a contiguous greenway around the entirety of the borough.

These efforts and initiatives prompted NYC Parks to look towards the other boroughs to see what opportunities might exist for greenway network improvements outside of Manhattan. Investigation of possible greenway improvements was focused primarily on segments within NYC Parks' portfolio. The result of these initial planning efforts was the identification of one greenway route per borough, as shown in the map in Attachment B, that warranted improvements. The proposed Staten Island route is largely intertwined with the upcoming South Shore Coastal Protection project, and NYC Parks thought it best to save this effort for future coordination. The Bronx route identified opportunities along the Harlem River, but would require multiple acquisitions to create a contiguous path and network. The Brooklyn and Queens routes identified both posed challenges that could be addressed on a shorter timeline, and as such, this RFP is being solicited to create formal conceptual plans for these networks.

## **II. Description of Award:**

The Mayor's Fund will award one grant of up to \$950,000 to the Consultant to complete a conceptual plan for both the Queens and Brooklyn routes.

Funding described under this RFP is for activities that must be completed by August 2021. The funding for this award is provided through a grant to NYC Parks through the Mayor's Fund to Advance York City from the Helmsley Charitable Trust.

## **III. Scope of Project:**

A selection committee, including but not limited to NYC Parks and Mayor's Fund staff, will select a Consultant for this project through this RFP based on proposal responses to the Tasks listed below as well as prior related experience and proposed fees as listed in Section IV of this RFP. Proposals will be judged according to the Evaluation Criteria listed in Section V of this RFP.

A project kickoff meeting will be held prior to commencement of the Tasks described below. The purpose of this meeting will be to review project requirements, general site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the Consultant that would assist in completion of the Project. Following the kick-off meeting, the Consultant will prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting.

Additionally, a project schedule shall be prepared by the Consultant upon commencement of work. This schedule should be organized by the Tasks outlined below, and should take account of NYC Parks' design review process and any necessary Public Design Commission review procedures. Tasks may overlap or occur concurrently. Please note that NYC Parks may seek a

cost estimate and rendering for each route to use for funding acquisition by as early as October 2020.

### **Task 1: Existing Conditions Assessment**

The Consultant should conduct site-specific reconnaissance and analysis of existing conditions to inform development of conceptual alternatives. NYC Parks anticipates that initial assessment would be limited to 2-3 months, and that outreach and engagement plans, as described further in Task II, will be developed simultaneously. This initial Existing Conditions Assessment will be further informed by feedback received from community engagement, as described further in Task II. The initial Existing Conditions Assessment should include:

- Field verification of user access to each route, circulation within applicable parks, adjacent roadways, and on-street connections as appropriate, nearby transportation access, view corridors, points of interest
- Environmental profile of each route including use of historic landfill, distance to nearby or historic waterbodies, relation to the flood zone, and elevations
- Assembly, review, and analysis of relevant prior reports, plans, drawings, studies, maps, designs, surveys, agreements and other background documents relevant to the project area as necessary to be provided by NYC Parks
- Basemaps for each route including applicable road geometrics for on-street connections and paths.

#### *Task 1 Deliverables*

An Existing Conditions Summary Report containing:

- Map(s) sufficient to analyze and communicate existing site conditions in order to inform concept design
- Written summary, and other supporting documentation as needed, describing the above information and any other appropriate information identified during the project kick-off meeting

### **Task 2: Stakeholder Outreach and Engagement**

NYC Parks anticipates that outreach and engagement will be a vital and robust component of the planning process, and will be closely coordinated with DOT. The Consultant will work with NYC Parks, who will also coordinate with DOT, to establish and implement a stakeholder outreach and community engagement strategy (Engagement Strategy) to gather necessary input on the project. Input should include but is not limited to: stakeholder expertise and experience with

existing conditions and on site opportunities/constraints; and stakeholder preference for programming and design elements.

The Engagement Strategy will include regular project coordination with local community boards (“CB”) and applicable stakeholder groups (such as applicable bicycle or planning non-profit groups, other applicable local groups, applicable elected officials, other city agencies, etc.) as needed, two (2) Public Meetings/Open Houses (described below) for each route, other innovative engagement strategies and a schedule for all meetings that should align with project milestones.

NYC Parks envisions the Engagement Strategy will include innovative ideas that extend beyond traditional engagement measures. It is expected that there will be between four (4) to six (6) additional community touch points for each route to be coordinated in consultation with NYC Parks. Additional methodologies could include, but are not limited to:

- Bike or walking tours
- Pop up tents along the proposed routes or in the neighborhoods nearby
- Representation at other community events
- Coordination with DOT’s Street Ambassador program
- Other forms of innovative engagement

NYC Parks anticipates that outdoor-based community engagement will be most effective during good weather from late Spring to early Autumn.

Additionally, the Consultant will hold at least two (2) Public Meetings/Open Houses for **each route**, totaling four (4) meetings/open houses, for the purposes of engaging with the community and gathering input as follows:

- Public Meeting/Open House #1: Introduce the project and gather initial input including local site expertise, community priorities, and desired amenities and programming
- Public Meeting/Open House #2: Present preliminary design alternatives to solicit feedback from the community to be incorporated into the final conceptual plan

Meeting content listed above is only an example and is subject to change based on project progress. All agendas and materials for public engagement opportunities shall be prepared by Consultant for review and approval by NYC Parks, and will likely be coordinated with DOT as well.

### *Task 2 Deliverables*

1. Stakeholder outreach and engagement strategy document including timeline of anticipated meetings and events

2. Presentations, handouts, and other applicable materials, as needed, for the Public Meetings/Open Houses, applicable CB or stakeholder group meetings, and other engagement activities and opportunities
3. Sign-in sheets and meeting minutes for all Public Meetings/Open Houses
4. Summarized findings of the stakeholder outreach in the form of a report or presentation, showing community priorities and preferences.

### **Task 3: Preliminary Design Alternatives**

The Consultant will develop at least two (2) Preliminary Design Alternatives for both the Central Queens Greenway and Bike to the Beach routes based upon information gathered during Tasks 1 and 2, direction from NYC Parks, and coordination with DOT for applicable on-street connections.

Design alternatives should include:

- distinctly connected greenway routes
- newly recommended neighborhood access points, or access improvements
- potential recreational amenity additions or programmatic elements
- low maintenance and resilient landscape recommendations
- recommendations for resiliency measures along waterfronts where applicable
- consideration for maintenance and emergency access and, where applicable, appropriate lighting
- applicable phasing recommendations

These Preliminary Design Alternatives will be presented at the Public Meeting/Open House #2 and during other applicable outreach activities; Task 2 will remain ongoing and occur simultaneously to Task 3, as needed. Based on community input and feedback received from stakeholders, NYC Parks will select one of the alternatives for each route, or combinations of elements from multiple alternatives, to incorporate into the final Conceptual Plans for each route.

The Consultant should anticipate taking the Preliminary Design Alternatives to NYC Parks In-House and Commissioner reviews, and the selected concept design to New York City Public Design Commission's Conceptual review, as directed by NYC Parks. The schedule for reviews will be coordinated closely with NYC Parks' project manager. Feedback during reviews should be incorporated into the selected concept design as directed by NYC Parks.

#### *Task 3 Deliverables*

1. Minimum of 2 Preliminary Design Alternatives per route including all necessary plans, sections, renderings, and written summary describing alternatives and selection.
2. Presentation(s) and relevant materials necessary for coordination with NYC Parks, PDC approval as needed, and Public Meetings/Open Houses. These materials would also be used during Task 2 Stakeholder Outreach and Engagement, as applicable.

#### **Task 4: Conceptual Plans and Cost Estimates**

The Consultant will develop 2 separate Final Conceptual Plans (one for each route), which will include a Final Conceptual Design (based on the selected alternative and elements developed in Task 3), Phasing Plans, and Cost Estimates. The Final Conceptual Plans should also include summaries of previous Tasks 1, 2, and 3. The Consultant will also develop a public facing summary document (see examples: Manhattan Waterfront

Greenway: [https://edc.nyc/sites/default/files/filemanager/MWG/ManhattanGreenway\\_book.pdf](https://edc.nyc/sites/default/files/filemanager/MWG/ManhattanGreenway_book.pdf)), Rockaway Parks Conceptual

Plan: [https://www.nycgovparks.org/pagefiles/71/Conceptual-Plan-Summary\\_3.pdf](https://www.nycgovparks.org/pagefiles/71/Conceptual-Plan-Summary_3.pdf)) in close coordination with NYC Parks, formatted for web (with mobile optimization) and print.

In addition to summaries of Tasks 1, 2, and 3, each Final Conceptual Plan will include the following:

1. Final Conceptual Design

This should include all plans, sections, renderings (NYC Parks anticipates creation of 2 renderings per route), and/or other graphic documentation to communicate scale, overall character of the park, landscape design elements; recreational features; greenway continuity; responsiveness to other key design challenges identified; relationship of the new park elements to existing parkland; improved access and connectivity suggestions. The Final Conceptual Design should use standard NYC Parks design elements (i.e. furnishings, pavements, etc), where appropriate.

2. Phasing Plan for Project Implementation

This should identify priority projects and realistic timelines for implementation of the projects included in the Final Conceptual Design, taking into consideration standard NYC Parks design and procurement timelines. The phasing plan should also include a description of anticipated permit requirements and challenges to implementation.

3. Cost Estimates

This should include order-of-magnitude cost estimates for all proposed improvements within the Final Conceptual Design, including individual estimates for each proposed phase. Cost estimates should also include allowances for mitigation and maintenance/operations as needed. Costs should include reasonable contingencies as appropriate for level of design.

Cost estimates shall be prepared in accordance with industry standards. A listing of all assumptions, including which year's dollars were used in developing the cost estimates, shall be clearly presented. Cost estimates are to include hard and soft costs (e.g., general conditions, overhead and profit). It is anticipated that cost estimates will be used by NYC Parks to advocate for/secure funding for implementation.

*Task 4 Deliverables*

1. Draft and Final Conceptual Plan reports for each route including:
  - o Existing Conditions Summary (from Task 1)
  - o Stakeholder Outreach and Engagement Summary (from Task 2)
  - o Preliminary Design Alternatives and Feedback Summary (from Task 3)
  - o Final Conceptual Plan
    - Final Conceptual Design incorporating illustrative drawings (plans, sections, and anticipated inclusion of two renderings per route)
    - Phasing Plan for Project Implementation
    - Cost Estimates
2. Draft and final public facing summary documents for each route

**IV. Eligibility and Requirements:**

1. Project Fee Schedule:

Proposers shall include a Proposed Fee for each individual Task listed in Section III Scope of Project, as broken down in the table below. The proposed fee (equal to the sum total of the Fees for all Tasks within the Scope) shall not exceed \$950,000, including allowance(s).

<b>Project Scope By Task</b>	<b>Proposed Fee</b>
Task 1: Existing Conditions Assessment	\$

Task 2: Stakeholder Outreach & Engagement	\$
Task 3: Preliminary Design Alternatives	\$
Task 4: Conceptual Plans and Cost Estimates	\$
<b>Total Proposed Fee</b> (Tasks 1-4, Not to Exceed \$950,000)	<b>\$</b>

2. Identification of Firm and Project Team:

Proposers shall provide a brief history of their firm, [including any sub-contractors/consultants](#), and identify the project team that will be involved with this project. Firms must have a minimum of 10 years of experience, with demonstrated experience in NYC. Firms are required to have an office in [either New York State or New Jersey](#), and [must](#) have established substantial business with the City of New York [in the past five \(5\) years](#). [Scope of Work](#) narrative documentation is limited to four (4) pages, 12 point font, single-spaced and single-sided; [Firm and Project Team narrative is limited to four \(4\) pages, 12 point font, single-spaced and single-sided](#); budget and its narrative is limited to one (1) page; resumes or descriptions of personnel experience cannot exceed one-page per personnel.

- Key Personnel: The Proposer shall identify the Principal in Charge, Lead Designer, and Project Manager for this project. Resumes or descriptions of the proposed personnel's experience and technical qualification should be formatted appropriately for inclusion.
- The Proposer shall identify sub-consultant firms and proposed personnel who will be assigned to the project to fulfill the staffing requirements necessary to complete discrete Tasks within the Scope of Work outlined in Section III. Resumes of the proposed personnel detailing relevant experience and technical qualifications should be attached and formatted appropriately for inclusion.
- The Respondent shall provide a summary statement describing key ways that the Key Personal and Sub-consultant selection is of particular importance to the Scope, and how the collective expertise will serve to elevate the quality of work and/or delivery of the project.
- The Proposer is advised that if awarded the project, the Key Personnel identified in its project specific proposal will indeed undertake the project.

3. Firm Portfolio (Qualifications):

Provide two (2) examples of similar work completed within the past five to ten years accompanied by a summary statement of the planning and design process, and strategic/innovative methodologies applied for the cited examples. In particular, projects involving a focus on community engagement should be considered for inclusion. New York City-based sample projects, in particular the boroughs of Brooklyn and Queens, are highly preferable.

At least one of these examples should be taken from the Lead Designer's portfolio. Proposers are encouraged to include examples that highlight how methodologies and

firm approach contributed to the feasibility of plans and/or successful implementation; and to describe in the summary statement the approach or strategies that contributed to this success, such as: cost estimating, phasing, or coordination with local, State or Federal government agencies.

**Documentation is limited to a total of three pages per example**, and should include before and after photographic images where phases have been implemented, or Concept Plans/ Renderings of the proposed plans/concepts where they have not.

4. Page Limit Breakdown:

Scope of Work Narrative: Four pages

Firm and Project Team Narrative: Four pages

Budget and Budget Narrative: One page

Resumes or Descriptions: Limit one page per personnel

Portfolio Samples: Three pages for each sample

**Full file must be submitted as one PDF**

**V. Evaluation Criteria:**

Proposals will be evaluated on the basis of the following criteria:

1. Project Team (25%)

- Extent to which Key Personnel demonstrate the expertise to successfully execute the project work. Consideration will be given team's proven expertise in executing similar projects within similar budget, time constraints, and in the City of New York.
- Extent to which the Project Team demonstrates experience undertaking effective public and stakeholder engagement, particularly in the boroughs of Brooklyn and Queens.
- Extent to which the project team has clear definition of roles and duties.

2. Firm/Sub-Consultant Portfolio (30%)

- Extent to which the Design Firm's Portfolio demonstrates, the expertise to develop transformative, innovative, and impactful plans and concepts for contracts of similar scope and for similar project sites in New York City; and demonstrates the capacity for meeting or exceeding criteria similar to the Project Objectives included herein.
- Extent to which the Design Firm demonstrates expertise with community outreach and engagement, particularly in the boroughs of Brooklyn and Queens.
- Extent to which the Design Firm's Portfolio demonstrates the capacity for innovation in the planning and design process, in combination with attention to feasibility of projects.
- Extent of expertise in sustainable/ progressive/ forward-looking planning and design methodologies and best practices applicable to the Project Site.

3. Technical Approach and Methodology (45%)
  - Extent to which the Design Firm’s proposed philosophy and design intent for this project demonstrates a thorough understanding of program elements, timelines and constraints of the project.
  - Demonstration of the capacity for producing an actionable plan that will catalyze and ensure feasibility of implementation.
  - Extent to which the Design Firm demonstrates support including Proposer’s organization, resources, coordination and activities necessary to complete the project in a timely manner to the satisfaction of the Agency.
  - Quality and appropriateness of the methodologies and approach outlined in the Stakeholder Outreach and Engagement task.
  - Demonstration of technical understanding of neighborhood context, site constraints and limitations associated with complex transportation infrastructure, and capacity for achieving an actionable, safe, and low maintenance/resilient design.
  - Proper submission of application materials per RFP requirements

**VI. Support and Funding Process**

The Selection Committee will review the applications and assign a score to each application. The total of these scores will inform the selection of grantees.

Interviews may be arranged as part of the selection process.

**VII. Selection Process and Timeframe**

The deadline for submission is ~~February 3, 2020~~ **February 7, 2020** at 11:59 PM EST. Proposals must be submitted via email as one PDF (Portable Document Format) to FundRFP@cityhall.nyc.gov. Below is a detailed timeline of events related to this Request for Proposals process. Unless otherwise specified, the time of day for the following events will be between 9:00 AM and 5:00 PM EST.

<b>Event</b>	<b>Date</b>
Release of Request for Proposals	<b>December 24, 2019</b>
Inquiry Period for Questions	Questions may be submitted by <del>January 6, 2019</del> <b>January 10, 2020</b>
RFP Q&A Responses Posted	Answers to questions will be posted on <del>January 14</del> <b>January 17, 2020</b>
Deadline for Receipt of Proposals	<del>February 3, 2020</del> <b>February 7, 2020</b> 11:59 PM
Notice of Selection	Approx. <del>March 1, 2020</del> <b>March 15, 2020</b>
Final Deliverables	All activities to be expected to be completed by <b>August 1, 2021</b>

**VIII. Application Instructions**

In order to prepare for your submission in response to this Request for Proposals, please read through all sections of this RFP.

After determining eligibility as outlined in Section IV, complete each item as outlined below with detailed responses and save the document as a PDF.

In order for a submission to be considered complete, it must include *all* of the following documents, formatted as instructed, and emailed as **one PDF attachment**:

- Proposal Cover Letter as outlined in Appendix A
- Complete Proposal Narrative **and Budget responding to all Tasks outlined in Section III**
- Proposed Fee Schedule as outlined in Section IV**
- Identification of Firm and Project Team as outlined in Section IV
- Firm Portfolio as outlined in Section IV
- Short statement confirming that the proposer can fulfill the requirements of the Mayor's Fund Agreement in Attachment A, in particular, the Certificate of Insurances, contained in "Insurance," Section VIII.
- Doing Business Data Form (to be found [here.](#))

## **IX. Submission Information**

### **A. Submission Date, Time, and Format**

Responses to this RFP must be submitted electronically (via email). Please complete all sections of this application (as outlined in Section VIII) and send all documents in PDF form. Proposals must be e-mailed to the following address, no later than ~~February 3, 2020~~ **February 7, 2020** 11:59 PM EST.

Attn: Mayor's Fund to Advance New York City

Subject: *Greenway Grant RFP*

E-mail: FundRFP@cityhall.nyc.gov

Responses received after ~~February 3, 2020~~ **February 7, 2020 11:59 PM EST** will not be reviewed.

**Mayor's Fund will confirm receipt of all applications submitted by the deadline.**

### **B. RFP Communications and Q&A**

Potential respondents may send any questions or comments to:

Attn: Mayor's Fund to Advance New York City

Subject: *Greenway Grant RFP*

E-mail: FundRFP@cityhall.nyc.gov

All questions related to this RFP must be received by ~~January 6, 2019~~  
~~January 10, 2019~~

Responses to all programmatic and administrative questions will be posted on the following website: <https://www1.nyc.gov/site/fund/rfp/rfp.page> on ~~January 14, 2020~~ **January 17, 2020**

## **X. General Terms**

1. The applicant awarded a contract will be expected to enter into an agreement with the Mayor’s Fund in substantially the form that appears in Attachment A.

2. In addition, the applicant awarded a contract will be expected to abide the following term required by the funder:

- Contractor agrees not to use any portion of the amounts paid by the Mayor’s Fund under this Agreement to engage in, support or promote violence, terrorist activity or related training of any kind.
- Contract would be expected to provide defense indemnification to the funder, Helmsley Charitable Trust, its Trustees, officers, and employees and agents in accordance to the Helmsley Charitable Trust’s funding agreement with the Mayor’s Fund, namely:
  - Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Helmsley, its Trustees, officers, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys’ fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, subcontractors or subgrantees, in obtaining or accepting the Grant from Helmsley, in expending or applying the proceeds of the Grant from Helmsley, or in carrying out the project or program to be funded or financed with Grant funds from Helmsley, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the gross negligence of Helmsley, its Trustees, employees or agents. Grantee agrees to include a substantially similar indemnification provision in all subgrants or subcontracts that are related to or in fulfillment of the purposes of the Grant.

3. The City of New York will be the owner of all work products pursuant to section nine (9), Intellectual Property of the Mayor’s Fund Agreement outlined in Attachment A.

**Appendix A: Proposal Cover Letter**

Respondents must complete this Proposal Cover Letter. This form must be signed by an authorized officer of the responding organization. If a section is not applicable, please note this in the space provided.

**Organizational Information:**

Legal Name	
DBA Name	
Federal Employer Identification Number	
<i>Note: If your group does not have an EIN, please complete the following information for your fiscal agent.</i>	
<i>Name of Fiscal Agent</i>	
<i>EIN of Fiscal Agent</i>	
Main Address	
Website	
Year Founded (if known)	
Executive Director Name	

Phone	
Email	
Project Director Name (if different from Executive Director)	
Phone	
Email	

**Certification:**

As an authorized officer, I certify that all information provided in this application is correct and accurate to the best of my knowledge.

Organization	
Name and Title	
Signature	
Date	

## Attachment A: Mayor's Fund Agreement

**AGREEMENT**

This **AGREEMENT** (the “Agreement”), effective as of [REDACTED], is between [REDACTED] the Mayor’s Fund to Advance New York City (“Mayor’s Fund”), a not-for-profit corporation incorporated under the laws of the State of New York, located at 253 Broadway, 6<sup>th</sup> Floor, New York, New York 10007, [REDACTED] and [REDACTED], located at [REDACTED] (“Contractor”).

**WHEREAS**, the Mayor’s Fund is a not-for-profit corporation that partners with the City of New York (“City”) and related governmental entities, institutional funders, the business sector, and community-based organizations to advance and support programs and initiatives that address some of the most pressing issues facing New York City residents and communities with the goal of improving the lives of those residents across all five boroughs; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**WHEREAS**, the Mayor’s Fund wishes to enter into an agreement with Contractor to perform such work.

**NOW, THEREFORE**, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

**SECTION I**

**TERM**

The term of this Agreement will commence on [REDACTED] and shall continue through [REDACTED] (the "Term") unless terminated sooner as provided in Section V herein. The period of performance under this Agreement shall be from [REDACTED] to [REDACTED]

**SCOPE OF WORK**

The Mayor's Fund hereby appoints [REDACTED] ("Agency") as agent for the administration of this Agreement such that Contractor may rely upon the direction and instruction from Agency as having the authority of the Mayor's Fund.

Contractor shall perform the following work (the "Work"):

[REDACTED]

**SECTION III  
RESPONSIBILITIES OF THE CONTRACTOR**

- A. Contractor shall perform all obligations under this Agreement in accordance with all applicable laws.
- B. Contractor shall maintain accurate books of account and records covering all transactions related to the subject matter of this Agreement and shall maintain such records for a period of six (6) years following the termination or expiration of this Agreement. City auditors and any other persons duly authorized by the Mayor's Fund and the City shall have reasonable access to and the right to examine any of said materials during said period, upon reasonable notice to Contractor. Notwithstanding the foregoing sentence, the City Comptroller and New York State and U.S. federal auditors shall have the right to audit pursuant to applicable law.
- C. The prior written approval of the Mayor's Fund is required before Contractor or any of its employees, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication (print, news, television, radio, Internet, etc.) bearing on the Work performed or data collected under this Agreement. Contractor may not make any statement or issue any material for publication that includes Confidential Information (as defined in Section X herein). The Mayor's Fund may, in its sole discretion, give blanket approval in writing permitting Contractor to disclose information related to the Work performed under this Agreement in its portfolio or resume, on its website, in social media, and in other media or publications, subject to such conditions as shall be imposed by the Mayor's Fund, which may include but are not limited to, that in

appropriate circumstances Contractor credits the Mayor's Fund and Agency in such disclosures.

**SECTION IV  
COMPENSATION**

- A. The Mayor's Fund agrees to pay and Contractor agrees to accept as full payment for the completion of the Work to the satisfaction of the Mayor's Fund, including conveyance of all deliverables required hereunder, the amount of \$[REDACTED] (the "Contract Amount"), as set forth in this Section IV. The Contract Amount includes all labor, materials, equipment, overhead, profit and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor).
- B. The Mayor's Fund shall pay Contractor for performance of the Work in accordance with the Scope of Work in Section II herein and the Budget, if applicable, in Attachment [REDACTED], as provided below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Contractor shall submit invoice(s) in accordance with Section IV(B)(1) herein or as otherwise directed by Agency. All Work shall be completed prior to the final invoice due date as provided in Section IV(B)(1) herein or as otherwise directed by Agency. If the final invoice is not submitted within sixty (60) days of such final invoice due date, the Mayor's Fund has the discretion to disallow the amount of the final payment and return such amount to the donor. Invoices shall be submitted with the Budget, if applicable.
- C. The Budget, if applicable, may be modified, and subsequent budgets may be included in this Agreement, without a duly executed written contract amendment of this Agreement, provided that such budget modifications and subsequent budgets are approved in writing by the Mayor's Fund and Agency, and the Contract Amount is not increased. All such approved budget modifications and subsequent budgets shall be deemed to be a part of this Agreement and will supersede the original Budget (or any budget modifications or subsequent budgets, as applicable), and thereafter all references in this Agreement to the Budget shall be deemed to be references to the Budget as modified or to subsequent budgets, as applicable.
- D. Payments shall be made to Contractor within thirty (30) days after receipt by the Mayor's Fund of instructions to pay from Agency. The parties acknowledge that it is the intention that Agency's approval of payment will not be unreasonably withheld, conditioned, or delayed.

## **SECTION V TERMINATION**

- A. The Mayor's Fund shall have the right to terminate this Agreement for any reason upon thirty (30) days' written notice to Contractor.
- B. In the event of such termination, Contractor will be paid for all Work completed up to the termination date to the satisfaction of the Mayor's Fund. Any obligation necessarily incurred by Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the Mayor's Fund in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between Contractor and its landlord. The Mayor's Fund shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date.

## **SECTION VI INDEPENDENT CONTRACTOR; JOINT VENTURE**

- A. Contractor and the Mayor's Fund agree that Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein. Accordingly, Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, or by virtue of any

approval, permit, license, grant, right, or other authorization given by the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, or any of their respective officers, agents, or employees, assert the existence of any relationship or status on the part of Contractor, with respect to the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, that differs from or is inconsistent with that of an independent contractor.

- B. Nothing in this Agreement or in the course of performance of this Agreement shall be construed to constitute a partnership or joint venture between the Mayor's Fund, the City, and/or any entity listed in Section VIII(J) herein, on the one hand, and Contractor, on the other hand. Contractor shall have no right to obligate or bind the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein in any manner whatsoever, and nothing contained herein or in the course of performance shall give or is intended to give any right of any kind to any third party.

## **SECTION VII EMPLOYEES AND SUBCONTRACTORS**

- A. Neither Contractor's employees nor any of its subcontractors are or shall be employees or agents of the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, or any of their respective officers, agents, or employees. Contractor, and not the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, is responsible for Contractor's employees and subcontractors work, direction, compensation, and personal conduct while Contractor is engaged under this Agreement.
- B. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall
  1. create any relationship between the Mayor's Fund, the City, and/or any entity listed in Section VIII(J) herein and Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or
  2. impose any liability or duty on the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein (a) for or on account of the acts, omissions, liabilities, rights or obligations of Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (b) for taxes of any nature; or (c) for any right or benefit applicable to an official or employee of the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, or to any officer, agent, or employee of Contractor or any other entity (including without limitation, workers' compensation coverage, employers' liability coverage, disability and/or paid family leave benefits coverage, unemployment insurance benefits, social security coverage, employee health and welfare benefits, or employee retirement benefits, membership or credit).

C. Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the Mayor's Fund, the City, including any department, agency, office, or unit of the City, or any entity listed in Section VIII(J) herein, or (ii) make or support in any way on behalf of or for the benefit of Contractor, its employees, officers, or agents any demand, application, or claim upon or against the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein for any right or benefit applicable to an official or employee of the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein, or to any officer, agent, or employee of Contractor or any other entity. Except as specifically stated in this Agreement, nothing in this Agreement and no performance pursuant to or in connection with this Agreement shall impose any liability or duty on the Mayor's Fund, the City, or any entity listed in Section VIII(J) herein to any person or entity whatsoever.

## **SECTION VIII INSURANCE**

### **A. Agreement to Insure**

Contractor shall maintain the types of insurance required under this Section VIII with the minimum limits and special conditions specified herein throughout the Term of this Agreement. All insurance shall meet the requirements set forth in this Section VIII. Wherever this Section VIII requires that insurance coverage be "at least as broad" as a specified form (including all Insurance Services Office ("ISO") forms), there is no obligation that the form itself be used, provided that the alternative form of endorsement contained in Contractor's policy provides coverage at least as broad as the specified form.

### **B. Commercial General Liability Insurance**

1. Contractor shall maintain commercial general liability Insurance in the amount of at least: (a) one million dollars (\$1,000,000) per occurrence; (b) one million dollars (\$1,000,000) for personal and advertising injury (unless waived in writing by the City Law Department); (c) two million dollars (\$2,000,000) in the aggregate; and (d) if required by the Mayor's Fund (after consultation with the City Law Department), two million dollars (\$2,000,000) products/completed operations coverage. Such insurance shall protect Contractor, the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein from claims that may arise from any of the operations under this Agreement.
2. The commercial general liability insurance policy required hereunder must meet the following requirements:

(a) be at least as broad as the most recently issued ISO Form CG 00 01;

- (b) be occurrence based and not “claims-made”;
- (c) list the Mayor’s Fund and the City and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, as additional insureds on a primary and non-contributory basis with coverage at least as broad as ISO Form CG 20 26 and, if products/completed operations coverage is required, ISO Form CG 20 37. Contractor’s policy or endorsement must specifically list the Mayor’s Fund, the City, and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, as additional insureds without regard to privity of contract. A blanket additional insured endorsement that requires an additional insured to be in privity of contract with the named insured will not satisfy the foregoing requirement; and
- (d) not include exclusions and limitations (whether by exception, exclusion, endorsement, script or other modification) other than those in ISO Form CG 00 01, unless such exclusions and limitations are approved in writing by the City Law Department; by way of example, none of the following coverage attributes may be excluded or limited:
  - (i) contractual liability coverage insuring the contractual obligations of the named insureds;
  - (ii) employers’ liability coverage for liability assumed by the named insured under an “insured contract”;
  - (iii) coverage for claims arising under New York Labor Law;
  - (iv) the applicability of commercial general liability coverage to the Mayor’s Fund, the City, and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, as additional insured(s) in respect of liability arising out of claims by employees of any entities required to maintain the insurance hereunder; and
  - (v) explosion, collapse, and underground (XCU).

**C. Commercial Automobile Liability Insurance**

1. If vehicles are used in the performance of Work under this Agreement, Contractor shall maintain commercial automobile liability insurance in the amount of at least one million dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01.
2. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

#### **D. Professional Liability Insurance**

1. If Contractor provides professional services pursuant to this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, Contractor shall maintain professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least one million dollars (\$1,000,000) per claim. The policy or policies shall cover the liability assumed by Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of Contractor or anyone employed by Contractor.
2. All subcontractors of Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount of at least one million dollars (\$1,000,000) per claim. At the time of the request for subcontractor approval, Contractor shall provide to the Mayor's Fund evidence of such professional liability insurance or errors and omissions insurance on a form acceptable to the Mayor's Fund and the City.
3. Claims-made policies will be accepted for professional liability insurance, provided that any retroactive date must be prior to the commencement of the Work. If the professional liability insurance coverage lapses or is cancelled within three (3) years following completion of the Work or termination of this Agreement (whichever is later), the named insured must obtain tail coverage, or an extended reporting period endorsement, effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date prior to the commencement of the Work.

#### **E. Cyber Liability Insurance**

If required by the Mayor's Fund (after consultation with the City Law Department), Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts required. The Mayor's Fund (after consultation with the City Law Department) shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under Contractor's cyber liability insurance, the insurance shall cover the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein, together with their respective officials and employees, as additional insureds.

#### **F. Workers' Compensation, Employer's Liability and Disability and Paid Family Leave Benefits Insurance**

1. Contractor shall maintain, and ensure that each subcontractor maintains, workers' compensation insurance, employer's liability insurance, and disability and paid family leave benefits insurance in accordance with applicable law on behalf of, or in regard to, all employees performing Work under this Agreement.
2. Prior to the execution of this Agreement, Contractor shall submit to the Mayor's Fund proof of Contractor's workers' compensation insurance and disability and paid family leave benefits insurance (or proof of a legal exemption) in one of the forms listed below, as applicable. In addition, ACORD forms are acceptable proof of such insurance.
  - (a) Form C-105.2, *Certificate of Workers' Compensation Insurance*;
  - (b) Form U-26.3, *New York State Insurance Fund Certificate of Workers' Compensation Insurance*;
  - (c) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
  - (d) Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;
  - (e) Form DB-120.1, *Certificate of Disability and Paid Family Leave Benefits Insurance*;
  - (f) Form DB-155, *Certificate of Disability and Paid Family Leave Benefits Self-Insurance*;
  - (g) Form CE-200 – *Affidavit of Exemption*;
  - (h) Other forms approved by the New York State Workers' Compensation Board; or
  - (i) Other proof of insurance in a form acceptable to the Mayor's Fund and the City Law Department.

#### **G. General Requirements for Insurance Coverage and Policies**

1. Unless otherwise stated, all insurance required by this Section VIII must:
  - (a) be provided by companies that may lawfully issue such policies;
  - (b) have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the Mayor's Fund and the City Law Department unless prior written approval is obtained from the Mayor's Fund and the City Law Department; and

- (c) be primary (and non-contributing) to any insurance or self-insurance maintained by the Mayor's Fund, the City, or any other additional insured listed in Section VIII(J) herein (not applicable to professional liability insurance/errors and omissions insurance).
- 2. Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein are additional insureds under the policy.
- 3. There shall be no self-insurance program, including a self-insured retention, exceeding \$10,000.00, with regard to any insurance required under this Section VIII unless approved in writing by the Mayor's Fund and the City Law Department. Any such self-insurance program shall provide the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein with all rights that would be provided by traditional insurance required under this Section VIII, including but not limited to the defense obligations that insurers are required to undertake in liability policies.
- 4. The limits of coverage for all types of insurance that must be provided to additional insureds under this Section VIII (i.e., the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees) shall be the greater of (a) the minimum limits set forth in this Section VIII or (b) the limits provided to Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

#### **H. Proof of Insurance**

- 1. For each policy required under this Section VIII, except for policies required under Section VIII(F) herein, Contractor shall submit to the Mayor's Fund proof of insurance, and where applicable, proof that the Mayor's Fund and the City and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, are additional insureds, prior to commencing Work under this Agreement or in any event no later than prior to the execution of this Agreement. The following proof is acceptable:
  - (a) A certificate of insurance accompanied by a completed certification of insurance broker or agent (on the form attached to this Agreement) and any endorsements by which the Mayor's Fund and the City and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, have been made additional insureds: or
  - (b) A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

2. Proof of insurance confirming renewals of insurance required under this Section VIII must be submitted to the Mayor's Fund prior to the expiration date of the coverage. Such proof must meet the requirements of Section VIII(H)(1) herein.
3. Upon written demand by the Mayor's Fund, the City Law Department, or any other additional insured listed in Section VIII(J) herein, Contractor shall provide the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein with (i) a copy of any policy required under this Section VIII, and (ii) the original signed copy of the certification of insurance broker or agent described in Section VIII(H)(1)(a) herein.
4. Acceptance by the Mayor's Fund and/or the City of a certificate or a policy does not excuse Contractor from maintaining policies consistent with all provisions of this Section VIII (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.
5. If Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Section VIII shall expire or be cancelled or terminated for any reason, Contractor shall immediately forward a copy of such notice to the Executive Director of the Mayor's Fund at his or her address provided in the Notices Section herein.

## **I. Miscellaneous**

1. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Section VIII (except for policies required by Section VIII(F) herein), Contractor shall provide the insurer with timely notice thereof on behalf of the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein. Such notice shall be given even where the Contractor may not be covered under such policy if this Section VIII requires that the Mayor's Fund and the City be additional insureds (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the Mayor's Fund to Advance New York City and the City of New York, including their respective officials and employees, as additional insureds." (Such notice shall include the full name of any other additional insured listed in Section VIII(J) herein.). Such notice shall also contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged or lost; and the title of the claim or suit, if applicable. Contractor shall simultaneously send a copy of such notice to the Mayor's Fund and to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If Contractor fails to comply with the requirements of this paragraph, Contractor shall indemnify the Mayor's Fund, the City, and any other additional

insured listed in Section VIII(J) herein, together with their respective officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein, together with their respective officials and employees.

2. Contractor's failure to maintain any of the insurance required by this Section VIII shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the Mayor's Fund, the City, or any other additional insured listed in Section VIII(J) herein.
3. Insurance coverage in the minimum amounts required in this Section VIII shall not relieve Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the Mayor's Fund, the City, or any other additional insured listed in Section VIII(J) herein from exercising any rights or taking such other actions as are available to them under any other provisions of this Agreement or law.
4. With respect to insurance required under this Section VIII, Contractor waives all rights against the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein, including their respective officials and employees, for any damages or losses that are covered under any insurance required under this Section VIII (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement. For purposes of this paragraph 4, "insurance required under this Section VIII" shall not be deemed to include insurance required by Section VIII(D) and (F) herein.
5. In the event Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list Contractor as an additional insured under such insurance, Contractor shall ensure that such entity also lists the Mayor's Fund, the City, and any other additional insured listed in Section VIII(J) herein, together with their respective officials and employees, as additional insureds. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO Form CG 20 26.

**J. Other Additional Insured(s)**

The following are other additional insured(s) required hereunder:

[  
[REDACTED]  
officials and employees.]

**SECTION IX**

## INTELLECTUAL PROPERTY

- A. Any and all reports, documents, deliverables, data, designs, drawings, graphics, pictorial forms of media (including but not limited to, photographs, film or video, CDs, DVDs), sound recordings, digital media, and/or other materials produced, developed, created or delivered under this Agreement (the “Work Product”) shall upon their creation become the exclusive property of the City. The City and the Mayor’s Fund may use any Work Product prepared by Contractor in such manner, for such purposes, and as often as the City or the Mayor’s Fund may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to Contractor.
- B. Contractor shall not use, reproduce, distribute, transmit, display, publish or otherwise license such Work Product without the City’s prior written consent.
- C. The Work Product shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Work Product does not qualify as a “work-made-for-hire,” Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Work Product to the City, free and clear of any liens, claims or other encumbrances. Contractor shall retain no copyright or other intellectual property interest in the Work Product.
- D. To the extent that the Work Product does not qualify as a “work-made-for hire,” Contractor acknowledges the existence, if any, of its statutory moral rights as those rights are described in 17 U.S.C. § 106A(a), and knowingly executes this Agreement on the following terms: (i) this waiver applies to the Work Product and to any promotional materials connected with the Work Product; (ii) Contractor hereby expressly and forever waives any and all rights under 17 U.S.C. § 106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed by 17 U.S.C. § 106A, or any other type of moral right or *droit moral*.
- E. Contractor represents and warrants that the Work Product
  - 1. shall be wholly original material not published elsewhere; provided, however, that if the Work Product incorporates any non-original material or Contractor uses any non-original material in performing Work under this Agreement, Contractor represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the Mayor’s Fund and the City upon execution of this Agreement or upon use of such non-original material; and
  - 2. shall not violate any copyright, trademark or other applicable law; and

3. shall not, to the best of Contractor's knowledge, constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party.

F. 1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Mayor's Fund, the City, and any entity listed in Section VIII(J) herein, including their respective officials, employees, and agents ("Indemnitee(s)"), from and against any and all claims (even if the allegations of the claim are without merit), judgments for damages, liabilities, and costs and expenses, including reasonable attorneys' fees, to which any or all of the Indemnitee(s) may be subject or which they may suffer or incur allegedly arising out of (a) any claim that the Work Product or any non-original material infringes or violates the copyright, trade secret, trademark, patent, or any other property or personal right of any third party, and/or (b) any infringement, violation or unauthorized use of any copyright, trade secret, trademark, patent, or any other property or personal right of any third party by Contractor and/or its employees, agents, contractors or subcontractors in the performance of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude any or all of the Indemnitee(s) from being completely indemnified by Contractor, any and all of the Indemnitee(s) shall be partially indemnified by the Contractor to the fullest extent permitted by law.

2. Contractor's obligation to defend, indemnify, and hold harmless any or all of the Indemnitee(s) under Section IX(F)(1) herein shall neither be (a) limited in any way by Contractor's obligations to obtain and maintain insurance under this Agreement, nor (b) adversely affected by any failure on the part of any or all the Indemnitee(s) to avail themselves of the benefits of such insurance.

## **SECTION X CONFIDENTIALITY**

A. For purposes of this Agreement, "Confidential Information" means:

1. all personally identifiable information (including relating to participants and/or staff) obtained by Contractor and/or its subcontractor(s) in connection with performing Work under this Agreement or furnished or made accessible to Contractor and/or its subcontractor(s) by the Mayor's Fund, Agency, the City, and/or any entity listed in Section VIII(J) herein, and all reports, studies or other materials containing such information, that are prepared or assembled by Contractor and/or its subcontractor(s);
2. all confidential and trade secret information of the Mayor's Fund, Agency, the City, and any entity listed in Section VIII(J) herein;
3. all information designated as confidential by the Mayor's Fund, Agency, the City, or any entity listed in Section VIII(J) herein; and

4. all information obtained by Contractor and/or its subcontractor(s) in the course of performing Work pursuant to this Agreement that is required to be kept confidential pursuant to all applicable U.S. federal, state or local law, including rules and regulations promulgated thereunder.

B. Notwithstanding the foregoing, “Confidential Information” shall not include information that:

1. is known to Contractor and/or its subcontractor(s) prior to obtaining, receiving, or accessing such information hereunder without any obligation of confidentiality, as can be shown by documentation of Contractor and/or its subcontractor(s);
2. is generally available to the public, or which thereafter becomes generally available to the public, through no wrongful act of Contractor and/or its subcontractor(s) or any entity acting on their behalf;
3. is rightfully obtained, received, or accessed by Contractor and/or its subcontractor(s) from any third-party without restriction and without violating any duty of confidentiality;
4. is independently developed by or on behalf of Contractor and/or its subcontractor(s) without use of or reference to any Confidential Information and without breach of this Agreement, as can be shown by documentation of Contractor and/or its subcontractor(s);
5. is approved in writing by the Mayor’s Fund, Agency, the City, and/or any entity listed in Section VIII(J) herein for use and/or disclosure; or
6. Contractor and/or its subcontractor(s) obtained, received, or accessed in the regular course of their respective businesses and not specifically in connection with performing Work under this Agreement.

C. All Confidential Information shall be kept strictly confidential by Contractor and/or its subcontractor(s) and shall not be disclosed to any third party without the express written permission of the Mayor’s Fund, Agency, the City, and/or any entity listed in Section VIII(J) herein. The Mayor’s Fund, Agency, the City, and/or any entity listed in Section VIII(J) herein reserve the right to withhold permission for any reason. Contractor and its subcontractor(s) shall limit access to Confidential Information in their control to those of their employees and agents performing Work pursuant to this Agreement strictly on a need to know basis. Contractor and its subcontractor(s) shall restrict their use of Confidential Information to their performance under this Agreement.

D. The Mayor’s Fund, Agency, the City, and/or any entity listed in Section VIII(J) herein may request that Contractor return to the requesting party or destroy any and all Confidential Information in the possession of Contractor or its subcontractor(s) and Contractor shall promptly comply with such request. If Contractor destroys any Confidential Information, it shall provide the requesting party with written certification of the same. Notwithstanding the

foregoing, if Contractor or its subcontractor(s) are legally required to retain any Confidential Information, Contractor shall notify the requesting party in writing and set forth the Confidential Information that it or its subcontractor(s) intends to retain and the reasons why it or its subcontractor(s) is legally required to do so. Contractor shall confer with the requesting party, in good faith, regarding any issues that arise from retaining such Confidential Information. If neither the Mayor's Fund, Agency, the City nor any entity listed in Section VIII(J) herein request the return or destruction of Confidential Information or applicable law does not require otherwise, such Confidential Information shall be maintained in accordance with the requirements of this Section X.

- E. Contractor shall not be liable for disclosure of Confidential Information if disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or request pursuant to applicable law, provided that Contractor has given the Mayor's Fund, Agency, and the City prompt notice of receipt by Contractor and/or its subcontractor(s) of the court order, subpoena, other validly issued administrative or judicial notice or order, or request pursuant to applicable law.

## **SECTION XI INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Mayor's Fund, the City, and any entity listed in Section VIII(J) herein, including their respective officials, employees, and agents ("Indemnitee(s)"), from and against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to property, and costs and expenses, including reasonable attorneys' fees, to which any and all of the Indemnitee(s) may be subject or which they may suffer or incur allegedly arising out of any of the operations of Contractor and/or its employees, agents, contractors or subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with applicable law or any of the requirements of this Agreement; provided, however, that nothing in this Section XI shall impose any liability on Contractor for the acts, omissions, negligence or fault of any and all of the Indemnitee(s). Insofar as the facts or law relating to any of the foregoing would preclude any or all of the Indemnitee(s) from being completely indemnified by Contractor, any and all of the Indemnitee(s) shall be partially indemnified by Contractor to the fullest extent permitted by law.
- B. Contractor's obligation to defend, indemnify, and hold harmless any or all of the Indemnitee(s) under Section XI(A) herein shall neither be (1) limited in any way by Contractor's obligations to obtain and maintain insurance under this Agreement, nor (2) adversely affected by any failure on the part of any or all the Indemnitee(s) to avail themselves of the benefits of such insurance.

## **SECTION XII ASSIGNMENT AND SUBCONTRACTING**

- A. This Agreement may be assigned by the Mayor’s Fund to the City. In such event, the Mayor’s Fund shall provide to Contractor written notice of assignment, and the City shall provide to Contractor notice of contact information pursuant to this Agreement.
- B. Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or of its rights, obligations, duties, in whole or in part, under this Agreement unless the prior written consent of the Mayor’s Fund shall be obtained. Failure by Contractor to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition of this Agreement may result in termination of this Agreement by the Mayor’s Fund upon seven (7) days’ written notice to Contractor.
- C. Contractor shall not subcontract any Work under this Agreement unless the prior written consent has been obtained from the Mayor’s Fund and Agency. Contractor agrees that it is fully responsible to the Mayor’s Fund for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

**SECTION XIII  
FORCE MAJEURE**

- A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of Contractor (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, acts of the public enemy, war, terrorism, riot, epidemics, quarantine restrictions, freight embargos, and labor disputes not brought about by any act or omission of Contractor.
- B. In the event Contractor cannot comply with the terms of this Agreement (including any failure by Contractor to make progress in the performance of the Work) because of a Force Majeure Event, then Contractor may ask the Mayor’s Fund to excuse the nonperformance and/or terminate this Agreement. If the Mayor’s Fund, in its reasonable discretion, determines that Contractor cannot comply with the terms of this Agreement because of a Force Majeure Event, then the Mayor’s Fund shall excuse the nonperformance and may terminate this Agreement in accordance with Section V hereof.

**SECTION XIV  
RELEASE OF CLAIMS**

The acceptance by Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the Mayor’s Fund and the City from any and all claims of and liability to Contractor, of which Contractor was aware or should reasonably have been

aware, arising out of the performance of this Agreement based on actions of the Mayor's Fund and/or the City prior to such acceptance of final payment, except as to criminal conduct or gross negligence of the Mayor's Fund and/or the City.

### **SECTION XV REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that it has the full right and authority to enter into and perform this Agreement and is not party to any agreement or understanding in conflict with this Agreement.

### **SECTION XVI GOVERNING LAW; JURISDICTION AND VENUE**

- A. This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of Contractor, and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable.
- B. By execution of this Agreement, the parties agree that any and all claims arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City of New York or in the courts of the State of New York located in the City and County of New York. The parties consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum.

### **SECTION XVII WAIVER; CUMULATIVE REMEDIES**

- A. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the party against whom such waiver is sought to be enforced. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right or be deemed a waiver of either party's rights to insist upon strict compliance thereafter.
- B. To the extent permitted by law, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

### **SECTION XVIII NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided herein, the provisions of this Agreement shall not be deemed to confer any rights upon any third party, or create any right of action in favor of third parties against Contractor, the Mayor's Fund or the City, or their respective officials and employees.

**SECTION XIX  
COUNTERPARTS; MERGER; AND MODIFICATION**

- A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- B. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement, and replaces and supersedes all prior agreements and undertakings by the parties.
- C. This Agreement may be amended or modified only by a writing executed by all parties.

**SECTION XX  
ALL LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision required by law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

**SECTION XXI  
SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in effect.

**SECTION XXII  
SURVIVAL**

The terms of this Agreement that by their nature and from the context thereof should survive the expiration or other termination of this Agreement shall remain in effect after the expiration or other termination of this Agreement.

**SECTION XXIII  
HEADINGS**

The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

**SECTION XXIV  
NOTICES**

All notices, directions, communications, and other documentation required or permitted to be given under the terms of this Agreement shall be in writing and sent to the parties' contacts and addresses set forth below, and shall be deemed to have been given when (i) sent by certified mail, return receipt requested; or (ii) sent by email and, unless receipt of the e-mail is acknowledged by the recipient by e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope. Any party may change their contacts and addresses set forth below by sending a notice in accordance with this Section XXIV.

Mayor's Fund:

Mayor's Fund to Advance New York City  
253 Broadway, 6th Floor  
New York, New York 10007  
Attn: Toya Williford, Executive Director  
Tel: 212-788-4254  
Email: Twilliford@cityhall.nyc.gov]

Contractor:

[REDACTED]

Copy to Agency:

[REDACTED]

[No further text on this page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year written below.

**MAYOR'S FUND TO ADVANCE NEW YORK CITY**

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

Toya Williford

Title: Executive Director

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**ACKNOWLEDGMENT BY THE MAYOR’S FUND**

**STATE OF NEW YORK)**

**ss.:**

**COUNTY OF NEW YORK)**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally came Toya Williford, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the Executive Director of the Mayor’s Fund to Advance New York City, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT BY THE CITY OF NEW YORK**



**STATE OF NEW YORK)**

**ss.:**

**COUNTY OF NEW YORK)**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for the State, personally came \_\_\_\_\_, to me known and known to me to be the \_\_\_\_\_ (title) of \_\_\_\_\_ (agency or office) of the City of New York, the person described as such in and who as such executed the foregoing instrument; and he/she/they acknowledged to me that he/she/they executed the same as for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT BY CONTRACTOR (INDIVIDUAL)**

STATE OF \_\_\_\_\_)

ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT BY CONTRACTOR (CORPORATION)**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at \_\_\_\_\_ (if the place of residence is in a city include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT BY CONTRACTOR (LIMITED LIABILITY COMPANY)**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at \_\_\_\_\_; and further that he/she/they is (are) a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that he/she/they is (are) authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

## **CERTIFICATES OF INSURANCE**

### **Instructions to The Mayor's Fund to Advance New York City**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability and Paid Family Leave Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.



**ATTACHMENT A  
SCOPE OF WORK**

[Insert paragraph providing plain English description of the work to be performed.]

[Insert scope of work, including but not limited to:

- Detailed description of work to be performed;
- Description of deliverables;
- Due dates of deliverables; and
- Fee structure or Budget, as applicable.]