THE TRUST FOR GOVERNORS ISLAND



Request for Proposals

Website Redesign and Ongoing Development, Maintenance, and Support

RFP Issue Date: Information Session: Questions Due: **Proposals Due:** November 13, 2025 November 24, 2025, at 11AM December 3, 2025, by 5PM **December 18, 2025, by 5PM**

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I. Opportunity

Governors Island Corporation d/b/a The Trust for Governors Island ("the Trust") invites qualified web studios (each, a "Respondent") to submit proposals to (1) redesign the Governors Island website to reflect the Island's current and future diversity of programs, initiatives, opportunities, offerings, progress, and partners and (2) provide subsequent ongoing development, maintenance, and support.

The Trust seeks to enter a contract for two years with three 1-year options to extend, at the Trust's discretion.

Locally Based Enterprises ("LBE's") and Women- and Minority-owned Businesses ("MWBE's") are encouraged to respond to this RFP. Any Respondent must identify in its proposal whether it or, if applicable, any of its proposed sub-consultants are LBE's or MWBE's. Respondents are also encouraged, if applicable, to include LBE's and MWBE's as sub-consultants.

A. Project Background

The Governors Island website was last redesigned in 2014, following the opening of the first phase of a new 43-acre climate-resilient park on the south half of the Island. The Island has grown significantly in the 11 years since. Select milestones during this time include:

- 2016: South Island Park completed
- 2019: Vision for next phase of Island's development unveiled, kicking off planning effort to expand the Island's use as a center for research, education, and engagement dedicated to climate solutions, in addition to its role as a public destination for recreation, nature, and public art.
- 2021: Year-round public access announced
- 2023: Trust-led climate programs announced, along with The New York Climate Exchange, a new consortium led by Stony Brook University that will build a 400K SF climate campus on the Island

Governors Island is now home to a thriving year-round group of educational, nonprofit, and commercial tenants; myriad seasonal vendors and amenities; early-stage climate tech businesses; arts and cultural partners; hundreds of major events and public programs each year; and a unique collection of outdoor public artworks.

B. Project Objectives

The primary objectives of this project are:

- Creating a mobile-compatible website that reflects both the Island's growth and current uses
- Increasing digital audience and engagement rates
- Increasing digital accessibility in compliance with WCAG
- Creating an interactive digital map of the Island

Secondary objectives include:

- Improving backend efficiency and ease of use
- Creating a clearly organized navigation with SEO/AI search optimized content
- Providing users with a clear path to meet their respective needs
- Future-proofing website structure and related tools in response to anticipated growth

II. Governors Island and the Trust

Governors Island

Governors Island is a 172-acre island in New York Harbor, just minutes by ferry from Lower Manhattan and the Brooklyn waterfront. With its unique mix of historic, natural, and waterfront assets, Governors Island serves as a dynamic year-round public resource focused on transformative art and culture, expansive recreation and open space, and pioneering research and education dedicated to addressing the global climate crisis.

An award-winning park complements its dozens of historic buildings and 22-acre National Monument managed by the National Park Service. The Island is home to a growing community of year-round tenants, including the Urban Assembly New York Harbor School, the Lower Manhattan Cultural Council, the Billion Oyster Project, Beam Center, the Institute for Public Architecture, and QC NY, as well as the soon-to-open Buttermilk Labs—a new multi-tenant hub for coastal climate solutions.

In addition to its open space and historic and cultural resources, the Island offers 1M+ square feet of historic buildings ready for adaptive reuse and 33 acres of fully entitled development area that can accommodate new academic, commercial, convening, and cultural facilities.

In April 2023, Mayor Eric Adams and the Trust announced that the New York Climate Exchange, a new nonprofit initiative established by Stony Brook University and a consortium of universities, businesses, and nonprofit organizations including the Harbor School, will create a state-of-the-art, \$700-million campus on Governors Island. Opening in 2029, the Exchange will be dedicated to educational programming, research, climate tech incubation, and policy work aimed at advancing climate action in New York City and elsewhere around the world.

Trust for Governors Island

The Trust for Governors Island ("the Trust") is the 501(c)3 non-profit organization created by the City of New York responsible for the planning, operations, and ongoing development of Governors Island. The Trust's mission is to realize the full potential of Governors Island for the inspiration and enjoyment of all New Yorkers, demonstrating a bold vision for public space.

Since its transfer from federal to local control in 2003, Governors Island has undergone one of the most remarkable transformations in New York City's history. The Trust for Governors Island and the City of New York, working in collaboration with the National Park Service and the non-profit Governors Island Foundation, have worked to build over 43 acres of new, award-winning park space, created public programs and commissioned artworks, welcomed more than nine million visitors from all five boroughs of New York City and across the world, rehabilitated historic buildings in collaboration with educational and cultural tenants, and invested in infrastructure to ready the Island for its next chapter.

Following nearly two decades of planning and investment, the Trust embarked on a growth strategy in 2019 centered on transformative arts and culture, extraordinary open space, and education and research focused on the climate crisis. Together, these areas of focus guide and advance the Trust's mission to ensure Governors Island continues to remain an extraordinary public resource, expand public access, and create a path towards financial sustainability.

III. Scope of Services

The Trust is seeking proposals from skillful and creative full-service web development and design studios to (1) lead the redesign of the Governors Island website and (2) provide subsequent ongoing development, maintenance, and support.

1. Website Redesign

The redesigned website should serve as an intuitive guide with key visitor information, including ferry ticketing and schedules, but should ensure that content about the Island's history, arts programs, nature and landscapes, climate programs, real estate opportunities, and tenancy are incorporated throughout and easy to navigate.

The selected Respondent is expected to reimagine the current site in look, feel, and navigation, delivering a bold product built to continue to grow alongside the Island while considering a diversified user base that includes visitors, staff, current and prospective tenants, art seekers, climate innovators, event producers, and prospective funders, among others.

As part of the project, the selected Respondent will work with the Trust—specifically, the Director of Marketing and Communications—to evaluate the current CMS, website design, and user experience; redesign the website to accurately reflect the Island's current and future uses; advise on and plan for existing and new software; create a new hierarchy of information with easier navigation; create an interactive digital map; and explore adding an employee intranet, all while prioritizing accessibility in design in compliance with WCAG and ensuring mobile compatibility and optimization throughout.

1A. Current Digital Infrastructure

The current website domain is hosted on Hover and the site utilizes Craft CMS. Additional integrated tools include Mailchimp, Zapier, Salesforce, and GA4 (Google Analytics). Revenue-generating integrations include RocketRez (ferry ticketing), Skedda (space reservation), OneCause (fundraising events), DonorBox (online giving), and TripleSeat (event booking and management).

As part of this project, the selected Respondent is expected to take a holistic approach when looking at existing tools, work with the Trust team and other relevant vendors/stakeholders to understand how these tools can be maximized to work more cohesively together, and, when relevant, make recommendations for changing or upgrading these tools as needed.

1B. Digital Map

A major component of the project is building a new, interactive digital map of Governors Island to be utilized as a navigation aide as well as a tool for users to plan their visit and understand the different components of Governors Island. This is envisioned to include filterable content, categorized amenities and things to do, sample itineraries, interactive features, navigation tools, and any other features as determined by the Trust and the selected Respondent.

1C. Audience

The primary audience for Governors Island's website includes individuals based in New York City. Typical website users include:

- Visitors looking to plan their recreational trip to Governors Island—either as individuals or families with young children
- Prospective and current individual and institutional donors/funders
- Individuals that work/go to school on the Island, or use the Island daily in additional capacities
- Partners and community organizations
- Artists and art seekers

- Climate research, education, and tech industry
- Users interested in real estate opportunities
- Users seeking to do business on the Island (event producers, climate tech companies, artists and arts organizations, food and beverage vendors, etc.)

1D. Volume

Governors Island's website averages 120-130,000 users per month during the peak season months of May through October, as compared to 45,000 users per month during the off-peak months of November through April. Our digital audience grows each year along with our visitorship, and our online reach increases steadily on an annual basis. The website should support high traffic during peak periods, such as holidays and major events. Please see below for select metrics form May 1-November 3, 2024 ("peak season").

PAGE	VIEWS	ACTIVE USERS	VIEWS PER ACTIVE USER	AVG. ENGAGEMENT TIME PER ACTIVE USER
Total	2,224,582	726,874	3.06	1m 01s
Ferry	566,586	292,022	1.94	39s
Homepage	370,196	233,969	1.58	35s
Things to Do	140,509	100,814	1.39	29s
Visitor Info	132,187	89,162	1.48	36s
Items RocketRez (Ferry ticket check- out)	106,793	46,201	1.48	36s

SESSION PRIMARY CHANNEL	SESSIONS	ENGAGED SESSIONS	ENGAGEMENT RATE	AVG. ENGAGEMENT TIME PER SESSION
Total	1,174,130	543,277	46.27%	37s
Organic Search	777,423	418,327	53.81%	45s
Direct	310,784	91,607	29.48%	20s
Referral	59,307	27,605	46.55%	38s
Organic Social	9,924	4,176	42.08%	20s
Email	4,778	1,616	33.82%	198

FIRST USER PRIMARY CHANNEL	TOTAL USERS	NEW USERS	RETURNING USERS	AVG ENGAGEMENT TIME PER ACTIVE USER
Total	728,481	721,165	177,785	1m 01s
Organic Search	432,157	426,847	133,973	1m 19s
Direct	248,387	246,171	35,031	30s
Referral	37,466	37,196	7,929	1m 02s
Organic Social	8,145	8,079	682	26s
Email	2,657	2,652	792	33s

2. Subsequent Ongoing Development, Maintenance, and Support

Once the redesign project is completed, ongoing maintenance and support will include:

- Technical support for the website and related tools
- Site-wide protection and optimization
- Website hosting services
- 24-hour monitoring of uptime
- Site-wide analytics
- Proactive upgrades to the CMS, plugins, and other code packages
- Systems/server maintenance, troubleshooting, and support
- Design, development, QA testing for special projects

The Trust currently contracts with a consultant to provide these services, with a service level of between 50-100 hours per calendar year.

IV. Proposal Requirements

Each Respondent responding to this request shall submit, on or before the submission deadline date and time, their proposal in electronic form, in PDF format, to gibids@govisland.org:

A. Cover Letter

A letter summarizing the Respondent's capabilities, qualifications and experience, understanding of the project scope, company profile, and the company's full name and address, and the name, address and telephone number of the person authorized to represent the responding firm in all aspects of contract negotiations.

B. Relevant Experience and Client References

Provide examples of comparable experience, including specific services performed. Please include any history of contracting or doing business with the Trust, City of New York, or other similar entities. Client references with emails/phone numbers encouraged.

C. Organizational Chart, Key Personnel, and Capacity

Provide a clear and descriptive organizational chart for the Respondent, indicating key staff members with their qualifications, level of responsibilities and skills, as well as any proposed sub-consultants.

D. MWBE or LBE Status

Locally Based Enterprises ("LBE's") and Women- and Minority-owned Businesses ("MWBE's") are encouraged to respond to this RFP. Any Respondent must identify in its proposal whether it or, if applicable, any of its proposed sub-consultants are LBE's or MWBE's and should provide the LBE/MWBE Certificate if applicable.

E. Proposed Project Approach and Schedule

Provide a proposed project approach and schedule. This can include target response times, availability, prioritization strategy, meeting schedule, key performance indicators, project timeline, etc.

F. Fee Proposal

Rates as specified in Exhibit E.

G. Completed Exhibits

V. Evaluation and Selection

A. Proposal Evaluation

The Trust will evaluate all Submissions received by the submission deadline. This evaluation and scoring will determine the Respondent's Proposal Rating. A Respondent may be invited for an interview for the purpose of clarifying its Proposal, after which its Proposal Rating will be reviewed. Respondents will be ranked in accordance with the total Proposal Rating.

In evaluating proposals, the Selection Committee will use the following criteria and percentage of weight allocated to each category:

1. Organizational Capacity and Qualifications

[20%]

- a. The Respondent's general organization, capabilities, qualifications, and quality of work.
- b. The Respondent's MWBE/LBE Status and Goals.

2. Relevant Experience

[20%]

- a. The Respondent's experience in providing services relevant to the Scope of Work.
- b. The Respondent's history of doing business with the Trust and/or City of New York
- c. Quality of References.

3. Quality of Proposal and Understanding of Scope

[20%]

a. Quality of the proposal and the degree to which it demonstrates the Respondent's full understanding of and the ability to perform the Services to be rendered.

4. Fee Proposal [40%]

B. Selection of Provider

Upon Selection, the selected Respondent must execute a Contract for Services substantially in the form of the Contract Draft attached as Exhibit C, including all provisions mandated by City of New York requirements and other applicable rule and policy. The Trust shall not be bound to the terms of the Contract Draft but shall use such form as a basis for negotiating a final Contract with the selected Consultant(s), if any. Please note that if any Respondent desires any changes to the Contract Draft, Respondent must include those changes as part of its response to this RFP in Exhibit D, Contract Comments.

The contents of the selected proposal, together with this RFP and any formal questions and answers provided during the proposal processes, may be incorporated into any final Contract at The Trust's discretion.

The Trust reserves the right to select and contract with more than one Respondent, or none at all, based on the qualifying responses received in this RFP.

VI. Timeline and Contact

A. Information Session

An optional information session will be hosted on Zoom on November 24, 2025, at 11am. Please register online here: https://airtable.com/appCCW3JquLOgBUfT/shrmmX6VaQLot6Ujm.

B. Questions

Any questions regarding this RFP must be emailed and received by The Trust no later than December 3, 2025, by 5pm. The Trust will evaluate the need to respond to inquiries. No verbal responses to questions will be provided, and any information given to a prospective Respondent will be furnished to all prospective Respondents as an addendum to the RFP (an "Addendum"), which can be accessed at www.govisland.org. All questions must be directed to gibids@govisland.org with the RFP title in the subject line.

C. Submission Instructions and Deadline

All submissions must be delivered on or before December 18, 2025, at 5pm. Respondents shall deliver their PDF proposals via email or download link to gibids@govisland.org.

D. Interviews

Interviews may be held with select Respondents after receipt and initial review of proposals.

E. Schedule

Information Session November 24, 2025, at 11am Questions Due December 3, 2025, by 5pm Proposals Due December 18, 2025, by 5pm

Anticipated Contract Start Date Q1-Q2 2026

Exhibit A - RFP Procedures and Policies

RFP Policies & Procedures

In addition to all terms and conditions stated elsewhere, this RFP and any resulting transaction are subject to the following:

In addition to all terms and conditions stated elsewhere, this RFP and any resulting transaction are subject to the following:

- A. <u>Doing Business Data Form:</u> Local Law 34 of 2007 (LL34) requires the creation of a database containing information about entities that do business with the City of New York ("City") as defined by the law, as well as the principal officers, owners and senior managers of these entities. This information is collected on Doing Business Data Forms and reviewed by agencies and other City-affiliated bodies such as Governors Island Corporation d/b/a The Trust for Governors Island ("Trust"). The forms are then forwarded for processing at the Doing Business Accountability Project at the Mayor's Office for Contract Services. Collected data will be used to identify entities and people who are subject to LL34's limitations on campaign contributions in municipal elections. The Doing Business Data Form can be downloaded at: https://www1.nyc.gov/assets/oath/downloads/pdf/Doing-business-data-form-Standard.PDF and must be attached to the RFP submission. For any questions about the Doing Business Data Form, please refer to https://www1.nyc.gov/assets/hra/downloads/pdf/business/doing-business-qanda-standard.pdf, or contact the Doing Business Accountability Project at 212- 298-0600 or DoingBusiness@mocs.nyc.gov.
- B. PASSPort Clearance: Upon request, respondent(s) will be required complete an online Vendor and/or Principal Questionnaire via the Procurement and Sourcing Solutions Portal (PASSPort) managed by the Mayor's Office of Contract Services (MOCS). The PASSPort clearance process requires any person with at least a 10% ownership interest in the submitting vendor to complete a Principal Questionnaire and any entity with at least a 10% ownership interest in the submitting vendor to complete a Vendor Questionnaire. Any award will then be subject to review by the NYC Department of Investigation. The selection of any respondent may be denied or revoked based on any derogatory information revealed. No respondent will be selected if an individual who is a member, partner, or otherwise a principal of the vendor is determined, in the sole discretion of the Trust and/or City, to be in arrears or in default of any debt, contract or obligation to or with the City or State of New York (or any other of their instrumentalities), or otherwise to be a prohibited person or within a category of persons or entities with whom or which the City or the Trust will not generally do business. To submit the questionnaires, create an account and submit the vendor enrollment package in PASSPort through the MOCS website at http://www.nyc.gov/passport.
- C. All RFP submission materials become the property of the Trust. The Trust is subject to the New York State Freedom of Information Law ("FOIL"), which governs the process for the public disclosure of certain records maintained by the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when specifically exempted from disclosure under the requirements of FOIL. Individuals or firms that submit a proposal to the Trust may request that the Trust except all or part of the proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. This exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for an exception must be in writing and state specific supporting reasons in detail. It must also specify the proposal or portions of it for which the exception is requested. The Trust will grant requests for exemption from disclosure under FOIL if eligible in the Trust's reasonable determination.

D. Conflicts of Interest:

- a. The respondent must disclose in writing as part of its proposal any possible or potential conflicts of interest that are known to (or reasonably should be known to) the respondent and that exist between respondent's firm, the Trust, and the City.
- b. Without limiting the foregoing general obligation, the respondent must disclose in writing as part of its proposal any familial, personal or business relationships between (i) on the one hand, any officer, director, agent or employee of respondent or its affiliates or business partners and (ii) on the other hand, any employees or other officials of the Trust, whether or not there is any belief that the relationship might constitute a possible conflict of interest.
- c. Further, the respondent must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the respondent or any of its affiliates or business partners.
- E. Respondent and its representatives, agents, and consultants must treat its proposal and all information obtained from the Trust in connection with this RFP (including any Site File) (all together, "Confidential Information") confidentially, and must not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other respondents or any other person, firm or entity, including press or other media, without the Trust's prior written approval. If a respondent breaches this provision, the Trust may disqualify that the respondent and seek any other remedy available at law or in equity, including but not limited to injunctive relief and/or damages.
- F. All references in this RFP to federal, state, and local funds are for informational purposes only, are subject to change, and do not constitute a promise or commitment by the City, the Trust, or any other entity or governmental body as to the availability of those funds for any project in connection with this RFP.
- G. Any information provided orally or in writing before the issuance of the RFP is preliminary in nature and binds neither the Trust nor the respondent.
- H. Addenda posted to the Trust's website will be the only authorized method for communicating information to all potential respondents. Respondents should review the Trust website before submitting a proposal to verify that they have received any addenda issued, and contact the Trust in the event of any doubt. Respondents should acknowledge the receipt of any addenda in their proposal submissions.
- I. Respondents may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to the Trust.
- J. The Trust will not be liable for work performed or any costs incurred by respondents in connection with the RFP (including, without limitation, any work performed or cost incurred in responding to the RFP or in negotiating legal agreements in connection with the RFP).
- K. Any transaction will be structured as a "net" deal to the Trust, with the selected Respondent, if any, being responsible for all fees relating to the project.
- L. This is a "Request for Proposals" and not a "Request for Bids." The Trust will make, in its sole discretion, all determinations as to the completeness or compliance of any proposal, the eligibility or qualification of any respondent, and the merits and acceptability of each proposal. The Trust is not required to accept the proposal with the lowest price.
- M. The Trust reserves the right, at any time (including, without limitation, after issuing one or more Conditional Designation Letters, if applicable): to amend, modify, postpone, or withdraw this RFP; to waive any requirements, conditions, or provisions of this RFP; to require supplemental statements and information from any respondents; to make an award to as many or as few or none of the respondents as the Trust may select; to accept or reject any or all proposals received in response to this RFP; to extend the deadline for submission of proposals; to negotiate or hold discussions simultaneously with one or more of the respondents; to entertain modifications or additions to selected proposals; to require or permit the correction of deficient proposals that do

- not completely respond or conform to this RFP; to encourage respondents to work together; to reject any or all proposals; and to cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. If all proposals are rejected, this RFP may be withdrawn.
- N. The Trust will enforce the submission deadline stated in the RFP at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that the Trust may consider pertinent.
- O. Unless a specific exemption is noted in the RFP, submission of a proposal constitutes an offer on the part of the successful respondent to execute a Contract substantially in the form attached (or, if a contract form is not included, on the terms otherwise described in this RFP and as reasonably required by the Trust). Any supporting documents or other items attached as exhibits to this RFP will be incorporated into the Contract. Respondent's submission will remain open for acceptance by the Trust and will remain firm and binding upon the Respondent for at least 90 days after the deadline for submission of proposals, except that the Trust may by written notice to the respondent extend that date for an additional 45 days.
- P. All persons employed by respondent (including its subcontractors or subconsultants) who are subject to New York State prevailing-wage laws must be paid the prevailing wage accordingly; otherwise, all such persons must be paid not less than the minimum hourly rate required by law.

Exhibit B - Checklist & Declaration of Understanding

Checklist & Declaration of Understanding

requir	ed materials.
	A. Cover Letter
	B. Relevant Experience and Client References
	C. Organizational Chart, Key Personnel, and Capacity
	D. MWBE or LBE Status
	E. Proposed Project Approach and Schedule
	F. Fee Proposal
Comple	eted and signed:
	Doing Business Data Form (see RFP Policies & Procedures)
	If requested: PASSPort Questionnaire(s) submitted directly to the NYC Mayor's Office of Contract Services (MOCS) via http://www.nyc.gov/passport (see RFP Policies & Procedures)
	Contract Comments
	Checklist & Declaration of Understanding (this form)

Declaration of Understanding

Required materials.

By signing below, the respondent certifies that:

- (i) The respondent has read and understands this Request for Proposals and all accompanying documents and attachments, including the Policies & Procedures (all together, the "RFP");
- (ii) the respondent and its proposal will comply with all terms and conditions of the RFP;
- (iii) the respondent is not presently barred from bidding or performing work in any jurisdiction, including without limitation for any reason related to non-compliance with Affirmative Action or Equal Opportunity regulations;
- (iv) all information submitted in connection with the proposal is and will be, to the best of the respondent's knowledge, true and accurate;
- (v) the respondent understands the scope and requirements of the project and has the capacity to carry it out;
- (vi) the respondent has satisfied itself as to the correctness and sufficiency of its proposal regarding the difficulty and cost of work; the proposal is sufficient to cover all obligations under the proposal documents and all matters and things necessary for the proper completion of the work as described; and the respondent agrees to accept payment in accordance with the requirements of the RFP;

(vii) if the respondent receives written notice (in the form of a draft contract or otherwise) that is proposal has been accepted within 90 days after the proposal deadline, or any time thereafter before the proposal is withdrawn, the respondent will, promptly enter into a Contract using the form required by the Trust.

The following must be signed by a duly authorized representative who is authorized to bind the proposing entity and who has direct responsibility for the proposed engagement. If the signatory is anyone other than a company officer, a letter must be prepared by a company officer authorizing that individual and submitted with the proposal.

Authorized Signature	Date
Print Name & Title	
Proposing Entity (Firm or Organization)	
Business Address	
City State Zip	
Telephone Number	
Federal Tax Identification Number	
[] Corporation [] Partnership [] Individual [] Other:

Exhibit C - Contract Template

GOVERNORS ISLAND CORPORATION D/B/A THE TRUST FOR GOVERNORS ISLAND CONSULTING AGREEMENT

This Consul	ting Agre	eement ("Agree	ment")	is date	ed as of	[] (the "Effe	ective	Date") betv	veen
Governors	Island	Corporation	d/b/a	The	Trust	for	Governors	Island	(the	"Trust"),	and
<u> </u>] (the "Consu	ıltant").	The p	oarties a	gree a	as follows:				

1. <u>Services</u>. Consultant will perform the services described in <u>Exhibit A</u> (the "Services"). Consultant will perform the Services in a diligent, prudent, and professional manner consistent with the highest prevailing standards and practices for the same or similar services in New York City. Consultant is solely responsible for the means and methods of performing the Services and will, at its own expense, secure all supplies, materials and equipment required to perform and complete the Services.

2. Term; Termination.

- 2.1. This Agreement will commence on the Effective Date and expire upon the satisfactory completion of the Services (as determined in the Trust's reasonable discretion), unless terminated sooner by the Trust, as set forth herein. The Trust has the right, in its sole discretion, to terminate, delay, postpone, or suspend all or a portion of the Services or this Agreement, immediately or on a specified date, upon written notice to Consultant, for any or no reason. Any such termination, delay, postponement, or suspension will not give rise to any cause of action for damages against the Trust or the City of New York (the "City").
- 2.2. If this Agreement is terminated, Consultant will receive equitable compensation for the Services that have been, in the Trust's sole discretion, satisfactorily performed by Consultant up to the date of termination, provided that Consultant has surrendered to the Trust all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Consultant in connection with this Agreement and any other materials related to this Agreement requested by the Trust. Further, Consultant shall be entitled to receive reimbursement for reasonable costs to wind down the work and bring it to an orderly conclusion. Consultant shall not be entitled to receive compensation for overhead or profit on unperformed Services.

3. Compensation.

- 3.1. For Services satisfactorily performed, the Trust will pay Consultant the compensation set forth in Exhibit B. Except as set forth in Paragraph 2 above, payments will be made in accordance with the terms and conditions described in this Paragraph and in Exhibit B. In each case, Consultant will send the Trust an invoice, in a form reasonably acceptable to the Trust, requesting payment for completed Services. The Trust will pay each undisputed invoice within 30 days of receipt at: The Trust for Governors Island, 10 South Street, Slip 7, New York, NY 10004, Attn: Accounting Department.
- 3.2. By virtue of making payments to Consultant, the Trust will not be deemed to have released Consultant from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Consultant of the final payment, Consultant agrees that it will be deemed to have fully released the Trust and the City from any and all claims, demands and causes of action whatsoever which Consultant has or may have against the Trust or the City in connection with this Agreement and, upon the request of the Trust, shall execute a release to such effect.
- 4. <u>Independent Contractor; Taxes</u>. Consultant is an independent contractor and not, for any purpose, an employee or agent of the Trust and/or the City. Consultant is solely responsible for withholding and paying all applicable workers' compensation, disability benefits, unemployment insurance and income taxes with respect to the performance of Services hereunder. Consultant is also solely responsible for filing tax returns and making any related payments with respect to the performance of Services hereunder.

5. Confidential Information.

- 5.1. In the course of performing the Services, Consultant may be exposed to or provided with the Trust's Confidential Information. "Confidential Information" means any and all information, records, data, materials, documents, electronic files or work product provided to Consultant by (or on behalf of) the Trust and/or the City or any of its agencies, including information relating to the existence of this Agreement, the Trust's relationship to Consultant, and any notes Consultant makes about the Trust's Confidential Information, excluding information which (i) has otherwise become publicly available through no fault of Consultant or its representatives; (ii) becomes available to the Consultant on a nonconfidential basis from a source other than the Trust, the City or any of its agencies; or (iii) was known by Consultant without an applicable obligation of confidentiality before receiving it under this Agreement.
- 5.2. As between the parties, the Trust retains ownership of all its Confidential Information. Consultant will keep all Confidential Information strictly confidential and will protect any Confidential Information in its possession or control from unauthorized dissemination and use with the same degree of care that it uses to protect its own information of similar importance, but in no event with less than a reasonable degree of care. Without the Trust's prior written approval in each case, Consultant will not (i) use or copy Confidential Information for any purpose other than to perform its obligations under this Agreement or (ii) disclose Confidential Information to any employee without a need to know or to any third party. If Consultant is required by judicial, administrative or other legal process to disclose Confidential Information, it will give the Trust prior notice and make good faith efforts to cooperate with the Trust's efforts to obtain a protective order or other protection for the Confidential Information.
- 5.3. Except as directed by the Trust or with the Trust's prior written consent in each case, Consultant will not attempt to access, or assist others in accessing by any means, any private or proprietary Trust data, data repository, computer network, or computer system.
- 6. Other Contractors. Consultant may not retain any contractor or other third party to assist in Consultant's performance of this Agreement without first obtaining (a) the Trust's written consent and (b) delivering to the Trust (i) a signed confidentiality agreement binding the third party to treat the Confidential Information in the same way that Consultant is bound to treat it under this Agreement and (ii) a signed work-for-hire agreement (or other similar agreement transferring all rights, including copyrights, in all of the third party's work product) in a form approved by the Trust. The Trust may engage other parties in its sole discretion to provide services identical or similar to Consultant's Services.

7. Work Product.

- 7.1. Consultant acknowledges that the Trust has specially ordered and commissioned all work product created by Consultant during the course of performing the Services (the "Works") as "work made for hire" as that term is used in U.S. copyright law. Accordingly, the Trust is the author and owner of the Works and will forever and exclusively own all worldwide right, title, and interest in the Works, including copyrights and other proprietary rights. If the Works, or any part of them, are determined not to be works made for hire, then, as of the date of this Agreement or the creation of the Works (whichever is earlier) and without further consideration, Consultant hereby irrevocably assigns and transfers to the Trust (i) all of its worldwide right, title and interest in the Works, including all U.S. and foreign copyrights (and extensions of them) for the full term of copyright, (ii) all rights to apply for or obtain any registrations of rights in the Works, (iii) and all other proprietary rights in the Works, including patent rights, trademark rights, database rights (whether now or later in effect), know-how and trade secret rights. Consultant hereby waives all rights known as "moral rights" to the extent they can be waived under the present or future law of any jurisdiction.
- 7.2. Consultant will promptly sign and deliver to the Trust any instruments of transfer or other documents that the Trust reasonably requests to further effect and enforce the Trust's ownership of the

Works. Consultant hereby irrevocably appoints the Trust as Consultant's attorney-in-fact to sign and deliver any of those documents that Consultant fails or refuses to sign or deliver.

- 7.3. For any preexisting or third-party material incorporated in the Works, Consultant must obtain, at its expense and on the Trust's behalf, all rights necessary for the Trust to use that material as part of the Works on an irrevocable, non-exclusive, royalty-free, worldwide and perpetual basis, including the right to sublicense it as incorporated in the Works.
- 7.4. All copies of the Works in all formats (including the source and object code of computer programs, underlying drafts, work papers, layouts, sketches, notebooks, and the like) and all ideas, designs, inventions, and improvements done or conceived by Consultant in connection with performing the Services are the Trust's sole property, and Consultant will promptly provide them to the Trust upon request or any termination or expiration of this Agreement.

8. <u>Consultant Warranties and Representations</u>. Consultant warrants and represents that:

- 8.1. Consultant has the right to enter into and perform this Agreement and is not under any obligation or duty that conflicts with it; Consultant will perform all its obligations under this Agreement in a professional and diligent manner, adhering to all applicable laws and regulations, and using experienced personnel (who are Consultant's regular employees); Consultant is authorized to do business in the City;
- 8.2. the Works are original or, to the extent they are not, Consultant has obtained all rights or permissions described in Section 7.3; the Works do not infringe any third party's copyright, trademark, patent or other proprietary or personal rights, or otherwise violate any other applicable law or regulation; the Works do not contain any information furnished to Consultant in confidence or in the understanding that it would not be disclosed or published;
- 8.3. Consultant has the right to grant the Trust the rights set forth in Section 7 and has not previously encumbered or transferred to any third party any part of those rights; and there are no claims, litigation or other proceedings pending or threatened that adversely affect or prejudice the Trust's rights under this Agreement; and
- 8.4. Consultant has not engaged and will not engage in any acts or activities (including any taking place under this Agreement) which are fraudulent, misleading, or unlawful, or which could embarrass, disparage, harm or reflect negatively on the reputation of the Trust in general, in the public, and in its various business, professional and commercial relationships, including those with press or media outlets or publications.
- 9. <u>Insurance</u>. Consultant will procure and maintain insurance coverage as set forth in <u>Exhibit C</u> and will deliver an insurance certificate to the Trust prior to the performance of any Services. Consultant must require that any subcontractors, prior to the commencement of their work, purchase and maintain, or be covered by, at no cost or expense to the Trust or the City, the same types and amounts of insurance and meet all of the same requirements as required of the Consultant as set forth in <u>Exhibit C</u>. Insurance coverage in the minimum amounts required by this Agreement will not relieve Consultant of any liability under this Agreement, nor will it preclude the Trust from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.

10. Indemnification.

10.1. To the fullest extent permitted by law, Consultant hereby agrees to indemnify, defend and hold harmless the Trust, City of New York, and the National Park Service, and all of their respective members, directors, officers, representatives, agents, and employees (collectively, the "Indemnitees") from and against any and all actions, suits, claims, demands, causes of action and proceedings (including but not limited to those brought by an employee or subcontractor of Consultant), whenever and by whomsoever asserted (even if without merit) and including and to reimburse the Indemnitees

for all damages, costs, fees, charges, settlements, expenses and liability of any nature whatsoever including damage to any property and injury to any person, including death, and further including, without limitation, legal costs including but not limited to attorneys' fees and disbursements, in any way arising from or related to this Agreement and the activities conducted by Consultant hereunder, whether or not such activities were conducted in compliance with this Agreement, or as a result of the consequences of any act, omission, neglect or misconduct on the part of Consultant, Indemnitees or anyone associated with Consultant or the Indemnitees. Insofar as the facts or law relating to any of the foregoing would preclude the Indemnitees from being completely indemnified by Consultant, the Indemnitees shall be partially indemnified by Consultant to the fullest extent permitted by law.

- 10.2. Consultant's obligation to defend, indemnify and hold the Indemnitees harmless will not be (i) limited in any way by Consultant's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the Indemnitees to avail themselves of the benefits of such insurance.
- 10.3. The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 11. <u>Non-waiver</u>. Failure of the Trust or its representatives to enforce or otherwise require the performance of any of the terms and conditions of this Agreement, at the time or in the manner that said terms and conditions are set forth herein, will not be deemed a waiver of any such terms or conditions by the Trust and the same may be selectively enforced or raised as a basis of a claim or cause of action at the option of the Trust.
- 12. <u>Compliance with Law; Safety</u>. Consultant will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Consultant is solely responsible for the safety and protection of all its employees. Consultant will ensure that the Services are performed in a location and manner free from recognized hazards and shall, where applicable, comply with Occupational Safety and Health Administration ("OSHA") standards, rules and regulations. Consultant will regularly examine workplace conditions and use safe and well-maintained tools, equipment and personal protective equipment to ensure compliance with OSHA standards, if necessary. Consultant will perform the Services in accordance with all applicable provisions of federal, state and local laws, rules, regulations, ordinances, codes and orders, including, but not limited to:

Minimum Wage. Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq, and Section 230 et seq, of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by Consultant and any sub-consultant in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in performance of this Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.

Executive Order 50 (1980) as amended. Consultant shall comply with the Mayor's Executive Order 50 (1980), as amended, and the regulations thereunder, with respect to equal employment opportunity, a copy of which is attached hereto as Exhibit D.

- 13. **No Release**. Termination of this Agreement, whether by expiration of its term or otherwise will not release Consultant from any liability to the Trust.
- 14. **Return of Trust Property**. Upon the termination of this Agreement for any reason, the Consultant shall deliver to The Trust or to its order all books, documents, papers (including copies), materials, credit cards, keys and other property of or relating to the business of the Trust then in Consultant's possession or which are or were under Consultant's possession, custody, or control.
- 15. <u>Assignment</u>. Consultant may not assign this Agreement or subcontract its obligations hereunder without the express prior written consent of the Trust in its sole discretion; any purported assignment or

subcontract to contrary is null and void. The Trust may assign this Agreement to any other party, including the City, without the consent of Consultant.

- 16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York as they apply to agreements made and wholly performed there. Any and all claims asserted by or against the Trust arising under this Contract or related hereto will be heard and determined either in the federal courts of the Southern District of New York, or in the New York State Courts located in the City and County of New York. With respect to any action in New York State Court, Consultant waives and relinquishes any rights it may have to move to dismiss on grounds of forum non conveniens, remove to Federal Court or move for a change of venue to a New York State Court outside New York County. With respect to any action in Federal Court located in the City, Consultant waives and relinquishes any right it may have to move to transfer the action to a Federal Court outside the City. Service of process may be made on Consultant in person or by registered mail addressed to Consultant's address set forth below its signature. If Consultant commences any action against the City or the Trust in a court located other than in the City, then Consultant will consent to a transfer of the action to a court of competent jurisdiction located in the City, or if such court will not or cannot transfer the action, then Consultant will consent to dismiss the action without prejudice and may reinstate the action in a court of competent jurisdiction in the City. The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 17. <u>Severability</u>. In the event any one or more of the provisions of this Agreement are for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- 18. **Right to Audit and Inspect**. Consultant will comply with all requests by the Trust to audit and inspect the operations and records of Consultant relating to this Agreement.
- 19. <u>Notices</u>. All notices by any party to this Agreement must be in writing and directed to the respective addresses indicated after the signatures below.
- 20. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings, or oral or written statements regarding the subject matter herein. No amendment or modification of any provision of this Agreement is valid unless made in a writing signed by both parties to this Agreement. No additional terms, conditions, or purported modification of this Agreement found on any Consultant invoice will have any force or effect, even if the invoice expressly states otherwise and regardless of whether or not the Trust issues payment on the invoice. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original.

[Signatures follow.]

GOVERNORS ISLAND CORPORATION D/B/A THE TRUST FOR GOVERNORS ISLAND

By:		-
Name:		_
Title:		_
Address:	10 South Street, Slip 7 New York, New York 1	0004
[l	
By:		_
Name:		=
Title:		-
Address:		

EXHIBIT A Scope of Services

[Scope of Services to be inserted]

EXHIBIT B Compensation

[Compensation details to be inserted]

Consultant must invoice the Trust for all amounts payable.

EXHIBIT C INSURANCE REQUIREMENTS

Consultant, throughout the term of this Agreement, or as otherwise required by this Agreement, must obtain and maintain in full force and effect, the insurance coverages set forth below with the Trust and the Additional Insureds, as defined below, where required, and with limits as required by terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- 1. Commercial General Liability Policy issued on an occurrence form with a combined single limit for bodily injury, personal injury and property damage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 00 01, shall contain no exclusions other than as required by law or as approved by the Trust, and shall be "occurrence" based rather than "claims-made." If there is an aggregate limit, it shall apply on a "per-location" basis."
- 2. <u>Workers Compensation and Disability Benefits</u> in statutory amounts as required by New York State and Employers Liability in the greater of statutory amounts or \$1,000,000;
- 3. <u>Professional Liability (Errors and Omissions)</u> of at least \$3,000,000 each claim for wrongful acts while performing and/or providing professional services. Coverage shall continue for at least three (3) years beyond the final performance of services.
- 4. <u>Automobile Liability Insurance Policy</u> for bodily injury and property damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.

All insurance required by the Agreement hereunder shall be (i) obtained at the sole cost and expense of Consultant, and (ii) unless otherwise noted, maintained with companies that are licensed to issue such insurance by the New York State Department of Insurance and have a rating as rated at least are rated A:X or better in the most recently published Best's Insurance Report or A rated or better per Standard & Poor's, and (iii) be primary and non-contributing to any insurance or self-insurance maintained by the Trust. The certificate of insurance will be delivered via United States Certified Mail sent to the Trust at the following business address: 10 South Street, Battery Maritime Building, NY, NY 10004, or may be transmitted electronically via email, should the Trust provide an appropriate contact.

All insurance shall be written to name the following as additional insureds thereunder ("Additional Insureds"): Governors Island Corporation d\b\a The Trust for Governors Island, the City of New York, United States of America by and through the National Park Service, and each of their members, directors, officers, agents, employees, sub-contractors/consultants, successors and assigns and such other entities and individuals as the Trust may direct from time to time, with coverage at least as broad as the most recently issued ISO Form CG 20 26.

Consultant is solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

Consultant will cause all insurance to be in full force and effect on the Commencement Date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement.

Consultant will by specific endorsement to its Commercial General Liability Policy, cause the coverage afforded to the Additional Insureds hereunder to be primary to and non-contributory with any other valid and collectible insurance purchased and maintained by the Additional Insureds under ISO form 2010, or equivalent. A blanket Additional Insured will not be acceptable.

Consultant will by specific endorsement to its Commercial General Liability Policy, cause the coverage afforded to the Additional Insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the Additional Insureds and non-contributory with or excess to any other valid and collectible insurance purchased and maintained by the Additional Insured whether provided on a primary or excess basis.

Each policy of insurance shall be endorsed to warrant that the insurance carrier waives any and all rights of subrogation against the Additional Insureds. Each policy shall be endorsed to warrant that the insurance provided is primary and non-contributory to any insurance maintained by the Additional Insureds.

Entities to be added as Additional Insureds:

Governors Island Corporation d/b/a The Trust for Governors Island 10 South Street, Slip 7 New York, NY 10004

The City of New York 1 Centre St #1500 New York, NY 10007

United States of America National Park Service 10 South Street New York, NY 10004

Exhibit D E.O. 50 Supply & Service Rider Equal Employment Opportunity

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (Sections 10-14) as revised ("E.O. 50") and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the Consultant agrees that it:

- 1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- 2. Will not discriminate in the selection of subconsultants on the basis of the owner's, partners' or shareholders' race, color, creed, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- 3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it is an equal employment opportunity employer;
- 4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 (Sections 10-14) and the rules and regulations promulgated thereunder;
- 5. Will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (Sections 10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("Division"). Copies of all required reports are available upon request from the contracting agency; and
- 6. Will permit the Division to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

The Consultant understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, such noncompliance shall constitute a material breach of the Agreement and noncompliance with E.O. 50 (Sections 10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- i. Disapproval of the Consultant;
- ii. Suspension or termination of the Agreement;
- iii. Declaring the Consultant in default; or
- iv. In lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a Consultant who has repeatedly failed to comply with E.O. 50 (Sections 10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The Consultant agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (Sections 10-14) and

the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 (Sections 10-14) and the rules and regulations promulgated thereunder with a subconsultant who is not in compliance with the requirements of E.O. 50 (Sections 10-14) and the rules and regulations promulgated thereunder.

Exhibit D - Contract Comments

Full l	Name of Respondent:									
Addr City	ess:State	Zip Code								
Teler	phone Number:									
Emai	il Address:									
Prop	osing firms must list below any to	erm, identified by section and paragraph, which would require								
furth	er negotiation prior to endorsem	ent.								
	Contract Terms (Section and Paragraph)	Comments* (if any)								
1										
2										
3										
4										
5										
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" Pie	ase note: broad negotiation langu	lage will not be acceptable.								
The u	ındersigned Respondent affirms tiation or amendments, the Trus	and declares that said Respondent shall accept, without any further t's Contract, and shall negotiate only the Contract terms listed above.								
By: _										
Signa	ature:**									
Title	:									
**Mt	ast be signed by a senior officer o	r duly authorized representative who is authorized to bind the								

The Trust for Governors Island | Website Redesign and Ongoing Development, Maintenance, and Support

proposing entity. Such signatory must also have direct responsibility for the proposed engagemen

Exhibit E - Fee Proposal

The Trust seeks to enter a contract for two years with three 1-year options to extend, at the Trust's discretion. Respondents' fee proposals should include the below, as well as a list of any reimbursable costs and mark-up percentage.

	Year 1 Rates	Year 2 Rates	Option 1: Year 3 Rates	Option 2: Year 4 Rates	Option 3: Year 5 Rates
Anticipated project cost for the redesign of the Governors Island website					
Ongoing (monthly or annual) support costs for subsequent development, maintenance, and support services					
Hourly rates and any mark-up percentages for hourly work in addition to ongoing monthly support costs					

Exhibit F - Supplemental Materials

GOVERNORS ISLAND











A unique New York City destination, Governors Island is full of history and promise.

Governors Island is a 172-acre island in the heart of New York Harbor. Just minutes from Lower Manhattan and the Brooklyn waterfront by ferry, the Island is open to the public daily year-round and has quickly become a popular and unique destination with an award-winning park complemented by dozens of historic buildings, year-round educational and cultural facilities, a rich arts and culture program, and a 22-acre National Monument.

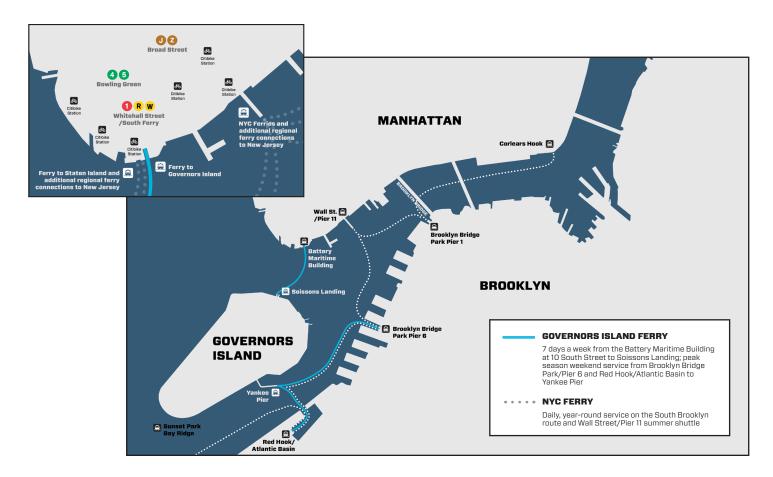
The Trust for Governors Island is the 501(c)(3) non-profit organization created by the City of New York responsible for the planning, operations and ongoing development of Governors Island. The Trust's mission is to realize the full potential of Governors Island for the inspiration and enjoyment of all New Yorkers, demonstrating a bold vision for public space.

With a unique waterfront campus environment, an award-winning park engineered for climate change; a diverse and engaged audience of nearly one million visitors every year; a collection of public art commissions engaging directly with climate issues; and a growing community of educational, nonprofit, and commercial tenants, Governors Island is quickly growing as a hub for climate education, training, and research.

The Island at a Glance

Today, Governors Island welcomes nearly **one million individuals** each year via daily ferries from Manhattan and Brooklyn. The Island remains a destination for all New Yorkers; every residential zip code in New York City is represented in annual visitor numbers.

- Former base for the U.S. Army and Coast Guard now transformed into a public resource
- 172 acres at the center of New York Harbor: 150 acres maintained by the Trust for Governors Island, 22 acres maintained by the National Park Service
- Open to the public daily year-round
- 43-acre award-winning, climate resilient park completed in 2016
- Dozens of educational, cultural, and commercial tenants.
- 1M SF of adaptive reuse opportunity across more than 50 historic buildings in the Governors Island Historic District
- 33 acres of ground-up development potential on South Island. Projects in development include the New York Climate Exchange and the expansion of the New York Urban Assembly Harbor School.
- Minutes by ferry from Lower Manhattan and Brooklyn, with citywide connections via NYC Ferry
- Free ferries for residents of NYCHA, IDNYC holders, children under 12, older adults, veterans, and community-based organizations.



Accelerating Climate Solutions



Aerial view of The New York Climate Exchange, showing the iconic forms designed to evoke the dramatic landscapes and hills of Governors Island. Rendering by Skidmore, Owings & Merrill

In 2020, the Trust for Governors Island and the New York City Mayor's Office announced a vision to create the Center for Climate Solutions, a community to accelerate climate solutions for cities on Governors Island. Anchored by the New York Climate Exchange, in addition to education and piloting programs presented by the Trust for Governors Island and the Island's tenants and partners working in climate, this work supports equitable climate solutions for New York City that can be scaled and applied globally by:

- Expanding opportunities for the research, development, and demonstration of solutions for resilient and healthy urban neighborhoods to ready New York City, and cities around the world, for climate change.
- Attracting and growing high quality green jobs for New Yorkers with a diverse range of backgrounds through a range of educational and training opportunities.
- Creating space for New Yorkers to learn from, engage with, and play a central role in climate advocacy and action.

The New York Climate Exchange

In April 2023, following a two-year competitive process led by the Trust and the City of New York, Mayor Adams and the Trust announced the selection of The New York Climate Exchange as the anchor research and educational institution for the Island's climate initiatives.

Led by Stony Brook University, the New York Climate Exchange will be a first-of-its-kind, cross-sector nonprofit organization dedicated to climate research, solution development, education, workforce training, and public programs on Governors Island.

The consortium will function as a hub for education and training to grow green jobs for New Yorkers and includes 15 members representing leading universities from around the world and business and nonprofit organizations dedicated to developing and deploying solutions to the global climate crisis. The Exchange is anticipated to begin construction in 2026 and open its first phase in 2029.

Governors Island Climate Programs

Governors Island is itself an experiment in creating resilient coastal landscapes with a new 43-acre park designed to address projected sea-level rise and dozens of educational and cultural partners engaging in these issues, including the Billion Oyster Project, the Urban Assembly New York Harbor School, GrowNYC, and more. The Trust for Governors Island's climate programs leverage these unique resources to provide a formal platform for research, partnerships, and programs to amplify climate action through the following components:

- An annual climate solutions challenge open to nonprofits, entrepreneurs, small businesses, and startups
- A climate-focused field trip curriculum for New York City students, developed with El Puente De Williamsburg
- A climate convening space inside historic Building 309 on the Island

By moving experimentation out from behind closed doors, the Trust provides opportunities for non-profits, environmental justice organizations, entrepreneurs, and small businesses to conduct real-world research, pilot innovative responses to pressing resiliency challenges and engage New Yorkers of all backgrounds in their work—an exciting example of what resilient and sustainable urban development can mean for cities.

The Trust for Governors Island's Climate programs are made possible with the generous support of Amazon, Con Edison, the Donald A. Pels Charitable Trust, and the New York Community Trust.



Community engagement with pilot partner Object



GrowNYC's Container Farm, a joint effort between GrowNYC, Con Edison, EPRI, and the Trust



Climate Week 2024 events in Building 309



Pilot partner RETI Center builds one of their Floating Blueblocks Gardens on the Island