



REQUEST FOR PROPOSALS

CONTRACTOR SERVICES
FOR
ROUTE 9A LANDSCAPE MAINTENANCE WORK

CONTRACT NO. G5570
NYS NO. D005570

RFP Issued: December 22, 2020

Submission Deadline: January 19, 2021 at 3:00 PM

Important Notice: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Contract. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contacts listed here: Matt Post. All inquiries shall be made by email to the following address G5570RFP@hrpt.ny.gov or to recipient mailing address listed in Part I below. This RFP and all addenda and responses to questions will be posted on Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>

PART I INTRODUCTION

1. INVITATION TO SUBMIT PROPOSAL

Hudson River Park Trust (the “**Trust**”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“**RFP**”). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “**Contract Draft**”) annexed to this RFP as **Exhibit 6**.

Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation, including participation in other Project contracts.

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal. **However, please note that the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are not negotiable.**

2. RFP SUMMARY

In General. This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the Requirements (Part II) of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

Specific Terms, Deadlines and Requirements:

The Project: Hudson River Park Trust seeks an experienced landscape maintenance service.

The Project Site: Route 9A median adjacent to the Hudson River Park

Type of Services: Landscape Maintenance Services (the “**Services**”), as more specifically described in the Scope of Services (see Part III, Appendix B of the Contract Draft and Exhibit C).

Minimum Experience Required: The contractor shall have at least 5 years of experience in the maintenance of major mixed herbaceous, shrub, and tree plantings, and irrigation repair and maintenance in private and/or public gardens.

Contract Information

Anticipated Contract Date: February 1, 2021

Anticipated Contract Term: 4 years

Questions Regarding RFP: Potential proposers can send by email at the Email address below or by mail at the Recipient address below written questions/clarifications by January 7, 2021 at 3:00 PM. Answers to questions will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-business-opportunities> by January 11, 2021.

Pre-Proposal Meeting: An optional pre-proposal meeting will be held on January 6, 2021 at 11:00 AM at the Main lobby at Pier 40, 353 West Street, New York, NY 10014. Please confirm your attendance to the Recipient's E-mail address below.

Proposal Submission Requirements

Label on Envelope:

- **Envelope Number One - for the Proposal Only:** "Proposal for Route 9A Landscape Maintenance Work, Contract Number G5570"
- **Envelope Number Two - for Prices Only:** "Price Proposal for Route 9A Landscape Maintenance Work, Contract Number G5570"

Proposers must submit **three (3) hardcopies** and **one (1) electronic copy** on USB or CD by the **Submission Deadline** of January 19, 2021 at 3:00 PM. Proposals may be sent by Hand, Express Mail or other nationally-known overnight courier and must be received at the Trust's office by the Submission Deadline.

Submit to the following Recipient:

Hudson River Park Trust
Pier 40, 2nd Floor
353 West Street, Rm. 201
New York, NY 10014
Attn: Jennifer Sosa

Recipient's E-mail address: G5570RFP@hrpt.ny.gov or jsosa@hrpt.ny.gov

M/WBE Participation Goal: 30%

SDVOB Participation Goal: 6%

Selection Criteria the Trust will base its selection upon the following criteria:

- 35% The respondent's experience in providing services similar to the Scope of Services described herein; the quality of the respondent's management, reputation, and references; favorable history, if any, in contracting or doing business with the Trust.
- 15% The respondent's earliest committed project start date and time to complete the work described in the Scope of Services herein; the respondent's

- commitment to agreed-upon schedules.
- 40% The proposed fee and cost schedules.
- 10% The respondent's proposed plans for encouraging participation by minority And women-owned business enterprises in connection with the services, including the respondent's M/WBE Utilization Plan.

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Ted Schenk at (212) 627-2020 at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

3. RESPONSIVENESS DETERMINATION

A respondent is deemed "responsive" when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline referenced above. If the Trust determines that a respondent did not submit the items/information required in the RFP, that respondent may be deemed "non-responsive" and may not be considered for contract award.

In order to be considered responsive, your proposal should be organized and include all of the items as listed below.

Envelope Number One. In one sealed envelope labeled as required above, complete and place the following:

- Respondent's **Proposal Certification Form** and **Proposal Bid Submission Form** attached hereto as **Exhibit 1** and **Exhibit 1A**; the certifications/New York State or City required forms and the attached hereto in **Exhibit 3: Doing Business Data Form, Lobbying Form, Non-Collusion Form, Iran Divestment Form** and the additional New York State required forms related to MWBE and SDVOB Programs attached hereto in **Exhibit 4: Diversity Practices Questionnaire, Proposed Subcontractors Utilization Form, M/WBE Policy Statement, and EO No. 177 Forms.**
- A statement of your approach to the Services that clearly demonstrates your understanding of the Scope of Services and your ability to manage the work in a timely and cost-efficient manner.

Envelope Number Two. In a second sealed envelope labeled as required above, place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as **Exhibit 2** to this RFP. The Trust may not consider fee and cost schedules that do not follow the prescribed formats.

Non-compliant Proposals. Non-compliant proposals may, in the Trust's sole discretion, be considered "not responsive" and may be rejected by the Trust including, without limitation, proposals that are:

- (i) not enclosed in separate sealed envelopes as aforesaid;

- (ii) not properly labeled;
- (iii) received by a person other than the designated Recipient; and/or
- (iv) missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

PART II REQUIREMENTS

1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected Contractor shall perform all work and services and deliver all of the Services specifically described in and required by the Scope of Services annexed as Appendix B in Part III of the Contract Draft (also attached and at Exhibit 6). **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.**

2. COMPENSATION

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

In General. Under the Contract, the Trust will agree to pay to the Contractor an amount not to exceed the Maximum Contract Price to be negotiated between the Trust and the selected Contractor based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Contractor pursuant to the Contract and all expenses of the Contractor in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided in Article II of the Contract and Appendix C of the Contract.

Sales and Use Tax. The Trust is exempt from state and local sales and use tax. **SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS** or in invoices submitted under the Contract. The Trust will provide the selected Contractor with an appropriate “sales and use tax exemption certificate”.

3. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

Proposal as Offer to Contract. Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as **Exhibit 6**. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and any other government review and approval forms. Respondent’s proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least sixty (60) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.

Freedom of Information Law. All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“FOIL”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific

information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.

Equal Employment Opportunity Requirements. By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the Contract's Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the work, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside of New York State.

If awarded a Contract, respondent shall submit a Workforce Utilization Form EEO-101 and shall require each of its subcontractors to submit a Workforce Utilization Form EEO-101, in such format as shall be required by the Trust on a monthly basis during the term of the Contract. Further, pursuant to Article 15 of the Executive Law (the "NYS Human Rights Law"), Title 8 of the New York City Administrative Code, and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics; military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

MWBE AND SDVOB COMPLIANCE: Respondents shall submit with their proposal a Subcontractor Utilization Plan following the requirements set forth in **Exhibit 5** to this RFP.

Costs. The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.

The Trust Rights. This is a "Request for Proposals" and **not** a "Request for Bids". The Trust

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

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

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

Protest Procedures. Any protests related to this procurement shall follow the procedures set forth in Exhibit 7.

4. PASSPort (Formerly, VENDEX).

The Procurement and Sourcing Solutions Portal (PASSPort) is the City's online portal which moves VENDEX online and makes it easier to submit and keep disclosure documents up-to-date. Contractors must register on PASSPort with the Mayor's Office of Contracts for itself and Subcontractors for all contracts totaling \$250,000 or more in a 12-month period. If applicable, all Contractors wishing to do business with the City and Hudson River Park Trust must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

5. INTERVIEWS

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

6. SELECTION

The Trust will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to the Trust's goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.

EXHIBIT 1
RESPONDENT'S PROPOSAL CERTIFICATION FORM

Submitted by

[Insert Name of Respondent] (The "Respondent")

Respondent, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the "Proposal") is being submitted, agrees that it will provide in consideration of the price(s) set forth in the Fee and Cost Schedule, all of the Services set forth in the Scope of Services in accordance with the Contract, and to accept in full compensation therefore (including without limitation all overhead, profit, taxes and other charges and expenses applicable thereto), the price(s) stated in the Fee and Cost Schedule. The Fee and Cost Schedule, is simultaneously being delivered to you in a separate sealed envelope and is incorporated herein and made part hereof.

Respondent makes the following statements and representations as part of its Proposal:

- (a) That the Respondent has examined all parts of the RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.
- (b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.
- (c) The Respondent has received the following Addenda receipt of which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

In order to induce the Trust to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions of the Contract including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to the Trust.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

Respondent's Tax I.D. Number: _____

If a New York State-certified MWBE and/or SDVOB, attach copies of your State-certification.

EXHIBIT 1A
PROPOSAL BID SUBMISSION FORM

SEGMENT 3-7 – ROUTE 9A - LANDSCAPE MAINTENANCE
CONTRACT No. G5570

SUPPLEMENTAL CONTRACTING QUESTIONNAIRE

Submit, in writing, responses to the following questions. Wherever more space is needed to answer any question or you wish to give further explanation compete by attaching extra pages on your company letterhead. **All questions must be answered as a part of the submittal of this Bid Form.**

1. Provide a detailed description confirming that the complete team (prime contractor or joint venture partners and/or Sub Contractor's) fill the Minimum Qualification Requirements as indicated within the RFP.

2. Submit resume / list of completed projects of Contractor's relevant field personnel assigned to the project including the Project Manager, Maintenance Supervisor, etc as described within the RFP.

3. Submit a regulatory compliance history including Federal, New York State, New York City agencies including an analysis of any OSHA, ACOE, or NYS DEC, NYS Department of Labor violations issued in the last five years.

4. Provide the resume / list of completed projects of members of staff who are I.S.A. Certified or Consulting Arborists.

5. Submit listing of equipment available to be utilized on the project that is owned and/or controlled by the Prime Contractor and all Sub Contractors.

EXHIBIT 2
FEE AND COST SCHEDULE

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.
3. **PLEASE BE SURE THAT YOU SUBMIT YOUR FEE AND COST SCHEDULE IN A SEPARATE ENVELOPE.**

(See Fee and Cost Schedule on following page)

EXHIBIT 2
FEE AND COST SCHEDULE

The Contractor shall provide the following services to the Trust as requested by the Trust in writing at the lump sum, hourly rates or unit prices indicated below. The lump sum, hourly rates and unit prices shall include all overhead and profit, including labor, administration, insurance, and taxes. The Contractor may not bill travel time to and from the job site. **Respondents must comply with the prevailing wage schedules established by the Office of the New York City Comptroller (“Schedules”) for all respondent employees that are subject to the Schedules.**

9A- Medians Lump Sum Pricing

Segment(s)	Item	Location	1 st Year Annual Fee	2 nd Year Annual Fee	3 rd Year Annual Fee	4 th Year Annual Fee
3-7	B- Soil Testing (50 tests)	Chambers St. to 59 th Street				
3-7	C- Maintenance of Understory Plant Material	Chambers St. to 59 th Street				
3-7	E- Hand Weeding	Chambers St. to 59 th Street				
3-7	H- (1) Tree Maintenance	Chambers St. to 59 th Street				
3-7	A- (1) Plant Health Care Inspection	Chambers St. to 59 th Street				
Segment(s)	Item	Location	1 st Year Annual Fee	2 nd Year Annual Fee	3 rd Year Annual Fee	4 th Year Annual Fee
3	A- (2) Plant Health Care Applications	Chamber St to Clarkson Street				
4	A- (2) Plant Health Care Applications	Clarkson St. to Horatio Street				

5	A- (2) Plant Health Care Applications	Horatio St. to W26th Street				
6	A- (2) Plant Health Care Applications	W26th St. to 44 th Street				
7	A- (2) Plant Health Care Applications	44 th St. to 59 th Street				
3	D- Mulching of Plant Beds	Chamber St to Clarkson Street				
4	D- Mulching of Plant Beds	Clarkson St. to Horatio Street				
5	D- Mulching of Plant Beds	Horatio St. to W26th Street				
6	D- Mulching of Plant Beds	W26th St. to 44 th Street				
7	D- Mulching of Plant Beds	44 th St. to 59 th Street				
Segment(s)	Item	Location	1st Year Annual Fee	2nd Year Annual Fee	3rd Year Annual Fee	4th Year Annual Fee
3	F- Fertilizing Understory Plant Material	Chamber St to Clarkson Street				
4	F- Fertilizing Understory Plant Material	Clarkson St. to Horatio Street				
5	F- Fertilizing Understory Plant Material	Horatio St. to W26th Street				
6	F- Fertilizing Understory Plant Material	W26th St. to 44 th Street				

7	F- Fertilizing Understory Plant Material	44 th St. to 59 th Street				
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Segment(s)	Item	Location	1 st Year Annual Fee	2 nd Year Annual Fee	3 rd Year Annual Fee	4 th Year Annual Fee
3	G- Hand Watering	Chambers St. to Clarkson St.				
4	G- Hand Watering	Clarkson St. to Horatio Street				
5	G- Hand Watering	Horatio St. to W26th Street				
6	G- Hand Watering	W26th St. to 44 th Street				
7	G- Hand Watering	44 th St. to 59 th Street				
Total						

1. Annual Fee (Year 1) for 12 months

(Written Amount): _____ Dollars

2. Annual Fee (Year 2) for 12 months

(Written Amount): _____ Dollars

3. Annual Fee (Year 3) for 12 months

(Written Amount): _____ Dollars

4. Annual Fee (Year 4) for 12 months

(Written Amount): _____ Dollars

9A Buffer - Lump Sum Pricing

Segment	Items	Location	1 st Year Annual Fee	2 nd Year Annual Fee	3 rd Year Annual Fee	4 th Year Annual Fee
3-7	A- (1) Plant Health Care Inspections	Chambers St. to 59 th Street				
3-7	A- (2) Plant Health Care Applications	Chambers St. to 59 th Street				
3-7	B- Soil Testing (50 tests)	Chambers St. to 59 th Street				
3-7	C- Hand Weeding	Chambers St. to 59 th Street				
3-7	D- Mulching of Plant Beds	Chambers St. to 59 th Street				
3-7	E- Understory Maintenance	Chambers St. to 59 th Street				
3-7	F- Fertilizing Understory Plant Material	Chambers St. to 59 th Street				
3-7	G- Hand Watering of Plant Material	Chambers St. to 59 th Street				
3-7	H- (1) Tree Maintenance	Chambers St. to 59 th Street				
Total						

1. 1st Year Annual Fee – 12 months (*Written Amount*): _____ Dollars
2. 2nd Year Annual Fee – 12 months (*Written Amount*): _____ Dollars
3. 3rd Year Annual Fee – 12 months (*Written Amount*): _____ Dollars

9A Medians and Buffer Emergency Tree Maintenance Hourly Rates

Segment	Emergency Tree Maintenance	Location	1 st Year Hourly Fee	2 nd Year Hourly Fee	3 rd Year Hourly Fee	4 th Year Annual Fee
3-7	Certified Arborist	Chambers St. to 59 th Street				
3-7	Tree Foreman	Chambers St. to 59 th Street				
3-7	Grounds Man	Chambers St. to 59 th Street				
3-7	Bucket Truck w/Chipper	Chambers St. to 59 th Street				

9A Medians and Buffer Plant Replacements Unit Prices

Trees

Quantity	Size	Botanical Name	Common Name	Unit Price (each)
10	2”c	Gleditsia triacanthos	Honey Locust	
10	2”c	Zelcova serrata	Japanese Zelcova	
10	2”c	Quercus shumardii	Shumard Oak	
10	2”c	Quercus imbricaria	Shingle Oak	
10	2”c	Quercus palustris	Pin Oak	
10	2”c	Ulmus parvifolia	Across Central Park Elm	
10	2”c	Ulmus Americana ‘Princeton’	Princeton Elm	

Shrubs

Quantity	Size	Botanical Name	Common Name	Unit Price (each)
500	1g	Rosa ‘Knockout’	Knockout Rose ‘Rainbow, Red’	
500	1g	Rosa ‘Meidland’	Meidland Rose	
500	1g	Rosa rugosa	Rugosa Rose ‘Frau Dagmar Hastrup’	
500	1g	Rhus aromatica ‘Lo-Grow’	Lo-Grow Sumac	
500	1g	Myrica pensylvanica Dwarf	Dwarf Bayberry	
500	1g	Spirea x bumalda	Gold Flame Spirea	

Perennials & Ornamental Grasses

Quantity	Size	Botanical Name	Common Name	Unit Price (each)
500	1g	Calamagrostis brachtricha	Korean Feather Reed Grass	
500	1g	Dianthus x Allwoodii ‘Helen’	Helen Allwood Pinks	
500	1g	Liriope muscari ‘Big Blue’	Big Blue Lily Turf	
500	1g	Liriope muscari ‘Variegata’	Variegated Lily Turf	

500	1g	Nepeta 'Blue Wonder'	Blue Wonder Catmint	
500	1g	Sesleria autumnalis	Autumn Moor Grass	

EXHIBIT 3

DOING BUSINESS DATA FORM

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS [LOBBYING FORM]

NON-COLLUSION CERTIFICATION FORM

IRAN DIVESTMENT FORM

The forms attached are also available on the Trust's Bids and Business Opportunities Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

Doing Business Data Form

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One Transaction Type (check one)

Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status (Select One)

NEW: Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

Entity has never completed a Doing Business Data Form. Fill out the entire form.

Change from previous Data Form dated _____, Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.

No Change from previous Data Form dated _____, Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the Doing Business Database, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the Senior Managers section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

The entity is not-for-profit The entity is an individual No individual or organization owns 10% or more of the entity
Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____
Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____
Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____
Organization Name _____
Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____
Name _____ Removal Date _____
Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____
Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____
Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____
Office Title _____ Employer (if not employed by entity) _____
Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____
Name _____ removal date _____

Certification
I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.
Name _____ Title _____
Entity Name _____ Work Phone # _____
Signature _____ Date _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project. Standard Form



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name: Title:

Contract Procurement Number: Date:



Disclosure of Prior Non-Responsibility Determinations

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No Yes

2. If yes to Question #1, then was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

No Yes Not Applicable

3. If yes to Question #1, then was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No Yes Not Applicable

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____



**Affirmation of Understanding of and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6)(b)**

hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____
Name: Title:

Contractor Name:

Contractor Address:



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone: Fax: Email:

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

[Redacted], BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of [Redacted], to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is: [Redacted]
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is: [Redacted]
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

Subscribed to and sworn to before me
This day of , 20__

Notary Public

EXHIBIT 4

M/WBE Policy Statement and EO No. 177 FORMS

- 1. Diversity Practices Questionnaire and Utilization Plan**
- 2. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 3. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

* * *

Please note that all of these forms are available on the Trust Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.



Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ company (the "Company"), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

- 1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? YES NO

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

- 2. What percentage of your Company's gross revenues (from your prior fiscal year) were paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company's clients or customers?

0.0%

- 3. What percentage of your Company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?¹

0.0%

- 4. Does your Company provide technical training² to MBEs/WBEs? YES NO

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program? YES NO

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? YES NO

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? YES NO

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful Proposer? YES NO

If Yes, complete the attached Utilization Plan

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.



All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official
Printed Name of
Signatory
Title

[Redacted signature area]

Name of Business

[Redacted title area]

Address

[Redacted name of business area]

City, State, Zip

[Redacted address area]

[Redacted city, state, zip area]

STATE OF _____

COUNTY OF _____) ss:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES & EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, [redacted], the (awardee/contractor) [redacted] agree to adopt the following policies with respect to the project being developed or services rendered at [redacted]

MWBE

EEO

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Hudson River Park Trust and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES &
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Agreed to this day of , 20

By _____

Print: Title:

Minority Business Enterprise Liaison

is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

Contractor's Proposed M/WBE Contract Goals

% Minority Business Enterprise Participation

% Women's Business Enterprise Participation

(Authorized Representative Signature)

Title:

Date:



**CERTIFICATION OF INSTITUTING POLICIES
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
(Business name):

By
(Authorized signatory):

Title:

Date:

¹ Form to be signed by an individual officially authorized to sign on behalf of business

Exhibit 5

MWBE AND SDVOB Requirements

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

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

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

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

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

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at, <https://ny.newnycontracts.com> provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Trust.

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

- A. A Subcontractor Utilization Plan with their proposal. If Respondent’s proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of MWBE Participation Goals in support of the proposed goal. Any modifications or changes to an accepted Subcontractor Utilization Plan after the Contract award and during the term of the

Contract must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted Subcontractor Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Trust at Pier 40, 353 West Street, 2nd Floor Administration, New York, NY 10014, 212-627-2020, Attn.: General Counsel, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the respondent and direct the respondent to submit, within five (5) business days of notification from the Trust, additional information to cure the noted deficiency. Failure to cure noted deficiency in a timely manner may be grounds for disqualification of the proposal.

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

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

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

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

I. SDVOB Requirements. Contractor Requirements and Procedures for Participation of Service Disabled Veteran-Owned Business.

SDVOB Requirements. The Division of Service-Disabled Veterans' Business Development ("DSDVBD") is housed within the New York State Office of General Services ("OGS") and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Respondents are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

New York State Law. New York State Executive Law Article 17-B governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting. The DSDVBD maintains a Directory of NYS Certified SDVOBs. The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. The Directory of NYS Certified SDVOBs is also posted on the OGS website.

Contract Goals. The Trust hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Respondent should reference the directory of New York State Certified SDVOBs found at: <http://ogs.ny.gov/Core/SDVOBA.asp>. Additionally, following Contract execution, the selected Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

SDVOB Utilization Plan.

- A. In accordance with 9 NYCRR § 252.2(i), Respondents are required to submit a completed SDVOB Utilization Plan on the Subcontractor Utilization Plan form attached hereto with their proposal. If Respondent's proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of SDVOB Goal in support of the proposed goal.
- B. The Subcontractor Utilization Plan shall list the SDVOBs that the Respondent intends to use to perform the Contract, a description of the work that the Respondent intends the SDVOB to perform to meet the goals on the Contract, and an estimate of the percentage of Contract work the SDVOB will perform. By signing the Subcontractor Utilization Plan, the Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Trust.
- C. The Trust will review the submitted SDVOB Utilization Plan and advise the Respondent of the Trust acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, selected Respondent agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Trust

a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the Respondent and direct the Respondent to submit, within five (5) business days of notification by the Trust, additional information to cure the noted deficiency. Failure to cure the noted deficiency in a timely manner may be grounds for disqualification of the proposal.

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

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

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

Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Trust shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor's non-responsibility.

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

The selected Respondent shall attempt to utilize, in good faith, the SDVOBs identified within its Subcontractor Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract.

If the Trust, upon review of the Subcontractor Utilization Plan and Monthly SDVOB Compliance Report determines that Consultant is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Trust may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Trust.

Good Faith Efforts. In accordance with 9 NYCRR § 252.2(n), the Consultant must document its good faith efforts toward utilizing SDVOBs on the Contract and providing meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Respondent/Consultant's solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Respondent/Consultant, if any, scheduled by the Trust with certified SDVOBs whom the Trust determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report. In accordance with 9 NYCRR § 252.2(q), the Consultant shall be required to report Monthly SDVOB Contractor Compliance to the Trust during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals.

Breach of Contract and Damages. In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

COMBINED PROPOSED SUBCONTRACTOR UTILIZATION PLAN

TO BE INCLUDED WITH ALL RFP and BID SUBMISSIONS

Contract # Project Description Project Location

Contractor: Contact Person Phone # E-Mail

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

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

Pursuant to Executive Law Articles 15-A and 17-B, my firm will engage in good faith efforts to achieve the M/WBE and SDVOB goals on this contract. I understand that failure to make good faith efforts can result in the contract being awarded to another contractor. I understand that all listed subcontractors will be contacted for verification of solicitation. I further understand that utilization of certified Minority and Women Business Enterprises and/or Service Disabled Veteran Owned Businesses for non-commercially useful functions may not be counted towards utilization of certified M/WBEs and SDVOB as identified in this utilization plan.

Contractor's Signature & Date Name and Title

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

Exhibit 6

FORM OF CONTRACT –SEPARATELY ATTACHED

For Convenience Scope of Services from Form of Contract Attached

SCOPE OF SERVICES

I. ADDITIONAL DEFINITIONS

“**Median Areas**” means the raised and non-raised, planted and non-planted area separating the northbound and southbound lanes of traffic of Route 9A.

“**Buffer Areas**” means the raised and non-raised, planted and non-planted area separating the bikeway/walkway from the southbound lanes of traffic of Route 9A.

“**Bikeway/Walkway**” means the paved facility allowing for bi-directional passage of bicyclists/ pedestrians west of the buffer area.

“**Daily Job Report**” means the contractor’s record of all time and materials inclusive of other ancillary conditions directly related with the progress of work in any given calendar day. Daily job reports are to be filed by the Contractor and Subcontractors in a format approved by the Trust.

“**Segment 3**” means the area between Chambers Street and Clarkson Street.

“**Segment 4**” means the area between Clarkson Street and Horatio Street.

“**Segment 5**” means the area between Horatio Street and West 26th Street.

“**Segment 6**” means the area between West 26th Street and West 44th Street.

“**Segment 7**” means the area between West 44th Street and West 59th Street.

II. GENERAL CONDITIONS

- A. The Contractor shall provide landscape maintenance services described in the “Detailed Task Descriptions” in Section V hereof on an “as needed basis” for the specific items detailed in the Fee and Cost Schedule.**
- B. The maps attached as Exhibit 6.1 detail the areas to be maintained under the Scope of Services (“Project Site”). Street limits for segments are indicated on maps and marked as follows:
 - a. Medians: labeled by segment and marked in red
 - b. Buffers: marked in orange
 - c. Buffers Under Construction: marked in green**
- C. The Contractor must have at least 5 years of experience in the maintenance of major mixed herbaceous, shrub, and tree plantings, and irrigation repair and maintenance in private and/or public gardens. The Contractor’s maintenance foreman shall be a competent English-speaking supervisor experienced in landscape and irrigation installation and maintenance. The Contractor’s staff shall be thoroughly familiar with preparations and best maintenance practices and planting installations. The Contractor’s team shall include an I.S.A certified arborist.**
- D. The Contractor shall submit a Maintenance and Protection of Traffic (“MPT”) plan to the Trust for its approval. All Services rendered hereunder shall be performed in compliance with the Trust-approved MPT. The Contractor shall bear all costs associated with the MPT.**
- E. The Trust shall collect daily reports from the Contractor for all completed work at a frequency to be determined by the Trust.**

- F. The Contractor shall attend regularly scheduled meetings with the Trust concerning performance of the Services.
- G. The Contractor shall protect all signage located within the Project Site areas and shall be responsible for the cost of any damages caused by the Contractor.
- H. The Contractor shall protect and maintain the existing median access pathway inclusive of replacing wooden edging materials, and/or gravel materials as needed.
- I. The Trust may employ independent inspectors to inspect the Contractor's operations. The Contractor shall cooperate with such inspections.
- J. The Contractor shall coordinate its Services with the Trust's Maintenance staff, and other contractors and third parties that may be engaged in activity on or near the site. This coordination and cooperation obligations are essential terms of the Contract. The Contractor waives any claim or cause of action against the Trust caused by or arising out of the aforesaid.
- K. The Contractor shall secure all permits required for the execution of the Services.
- L. The Contractor must comply with all federal and local laws regarding noise control.

III. SITE MOBILIZATION

- A. The Contractor shall provide protection of the Project Site, including:
 - a. The installation of barricades, railings, caution tape, etc. where work is to take place that is adjacent to public sidewalks or other publicly accessible area. The Contractor shall provide a flagman in work areas as necessary to maintain safe flow of pedestrian and vehicular traffic during all site deliveries, including any mobilization within the Bikeway/Walkway and Route 9A.
 - b. The protection of adjacent parking areas, sidewalks, grass, landscape, plant materials, etc. during the performance of the Services. The Contractor shall repair any damages to adjacent areas caused by its staff to its original condition at no cost to the Trust. The Trust may elect to perform the repairs and deduct those costs from funds owed the Contractor. The Contractor shall document conditions before, during and after work by taking pictures and/or videotapes and labeled same with the date and location.
- B. The Trust will not provide parking permits for the Contractor's personal vehicles. Commercial vehicles directly associated with the performance of the Services will be granted permits by the Trust solely related to their mobilization within the Hudson River Park.
- C. The Contractor must notify the Trust a minimum of 3 business days prior to every delivery (unless otherwise approved by the Trust in advance), for deliveries made during normal business hours. No parking, staging, vehicular standing, etc., will be permitted on public streets/roadways in the vicinity of the site without the required permits, a copy of which must be filed with the Trust prior to receipt of any deliveries.
- D. The Contractor at its own expense must repair any damage to existing facilities or utilities (including underground) caused by the Contractor. No additional time will be granted to the Contractor for such damage and repairs.
- E. The Contractor may only park a landscape vehicle on the northbound lane Bikeway/Walkway after its submittal to the Trust of a safety plan for such use, and the issuance of a permit by the Trust. The

vehicle may only be utilized for maintenance and debris removal of the Median Areas and/or Bikeway/Walkway buffer. All debris shall be placed in Trust-approved containers and the disposal of same by the Contractor shall be made in compliance with all applicable laws. If the Contractor fails to keep the site safe and clean of debris, the Trust may complete that part of the Services and deduct those costs from funds owed to the Contractor.

- F. The Contractor shall verify the layout and the existing conditions of the Project Site.
- G. The Contractor shall provide its own temporary power to complete the Services.
- H. The Contractor shall secure all required permits from NYCDEP or other agencies of jurisdiction relating to the use of fire hydrants and shall file copies of all such permits with the Trust prior to the commencement of any work.

IV. WORK RESTRICTIONS

- A. Certain areas of the Project may be restricted which may limit or hinder access by the Contractor. Accordingly, prior to the commencement of the work and as the work progresses, the Contractor shall coordinate its access to the various Project sites with the Trust.
- B. The Contractor's mobilization and operations within Route 9A are subject to New York City Department of Transportation ("NYCDOT") requirements, including NYCDOT's general conditions, embargo periods, traffic stipulations, insurance requirements, protected street listings, and/or restrictions. The Contractor shall secure all necessary equipment, lighting, signage, vehicles, and permits associated with the Services. A complete listing of NYC DOT requirements can be found at <http://www.nyc.gov/html/dot/html/permits/stpermit.html>. The Contractor shall copy the Trust on all communications and activities with NYCDOT.
- C. The Hudson River Park and the Route 9A may be subject to closure due to special events or for emergency vehicle responses. The Contractor shall schedule and perform the Services accordingly in consultation with the Trust. Services are prohibited on Saturdays and Sundays during the months of April through October unless otherwise approved in advance in writing by the Trust.

V. DETAILED TASK DESCRIPTIONS

ITEM A – PLANT HEALTH CARE

The Contractor shall take prevention measures against all weeds, diseases and insects in and around all planted areas of the Project Site on an annual basis. All chemical applications require the Trust's written approval and will only be applied as a last resort. The Contractor may utilize insecticidal soaps, pyrethrum, or dormant oils. Chlorinated hydrocarbon and/or organophosphate pesticides may only be utilized with the Trust's prior written approval. Safer Inc. Volck, Sun Spray Ultra Fine Oil, Savona, Bio Trek, and Superfast are manufacturers approved by the Trust.

The Contractor must submit to the Trust all applicable material safety data sheets ("MSDS") in addition to a statement of intent detailing the reasons necessary for applications of insecticides, herbicides, or fungicides, including products offered by the manufacturers identified above. The MSDS shall be accompanied by identification of the specific plant, the identified disease/pest/fungus, the proposed product and its application time and procedure. Insecticides, herbicides or fungicides will only be applied by persons certified in the application of such materials as registered by the New York State Department of Environmental Conservation ("NYSDEC").

The Contractor will observe the following schedule for Item A:

- (1) Monthly Plant Health Care Inspections (April through October)
- (2) Plant Health Care Applications: One chemical application of a fungicide and one chemical application of an insecticide for all plant material. Subsequent applications, if requested by the Trust, shall be paid at the rate of fifty percent (50%) of the Annual Fee detailed in the Fee and Cost Schedule.

ITEM B- SOIL TESTING

The Contractor shall provide fifty (50) Comprehensive Compositional and Soil Nutrient Tests at specific locations directed by the Trust on an as-needed basis, which shall include:

- Organic matter content (% oven dry weight of soil)
- Soil reaction (pH).
- Soluble salt content (Conductivity).
- The carbon/nitrogen ratio.
- Micronutrient content.
- Hydrometer Testing (Gravel/Sand/Silt/Clay by percentage)

The Contractor shall provide the Trust with the name and qualifications of a soil-testing laboratory for the Trust's review and approval. All test reports shall be submitted by the Contractor to the Trust within twenty-one (21) calendar days of such request.

ITEM C – MAINTENANCE OF UNDERSTORY PLANT MATERIAL

The Contractor shall trim, prune and/or cut-back understory plant material in all planted areas to maintain the natural character of the species. Understory plant materials include shrubs, roses, ornamental grasses, ground covers and perennials. The Contractor shall remove dead understory plant material as part of this task (inclusive of stump removal).

Item C work shall be performed annually as follows:

In one (1) cycle, with the cycle to be performed as a continuous activity until completed (Northern to Southern Limit Lines) with no exceptions. This cycle will generally be completed during the winter months before buds swell, however the Trust will determine the appropriate time to prune based on growth and timing of previous pruning. In addition, the Trust may require certain areas or the entire corridor to be completed a second time. If a partial pruning is completed in addition to the one cycle, it will be at an additional cost to the Trust. The cost must be approved in writing by the Trust prior to the performance of the work. Cost will be based on a % of area to be pruned and the original cycle cost.

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions of areas trimmed, pruned or otherwise cut back (i.e., median between Clarkson and Leroy Streets).

ITEM D – MULCHING OF PLANTING BEDS

The Contractor shall apply an organic mulch of a ground/shredded consistency in specific areas directed by the Trust in a thickness of not less than two inches (2") or greater than three inches (3") (measured in place in a fully compacted position). The Contractor shall ensure that all valve boxes and utility covers are free and clear of mulch throughout the term of the Contract. The Contractor may not bury the crown/flare of trees or shrubs with mulch. Bulk mulch materials for the Project will be provided by the Contractor but can be stored on Trust property at a location determined by the Trust.

Item D work shall be performed annually from April through October at specific locations directed by the Trust on an as-needed basis.

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions of areas mulched (i.e., median between Clarkson and Leroy Streets).

ITEM E – HAND WEEDING

The Contractor shall physically remove all weeds from within and adjacent to desirable vegetation in all planted areas beginning each spring and continuing throughout the year. The planted areas of the Project sites shall be hand weeded five times during the growing season (April thru October).

Item E work shall be performed annually from May through October in the five (5) cycles detailed below with each cycle performed as a continuous activity until completed (Northern to Southern Limit Lines).

- 1st Cycle- May 1st
- 2nd Cycle- June 1st
- 3rd Cycle- July 1st
- 4th Cycle- August 15th
- 5th Cycle- October 1st

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions of areas weeded (i.e., median between Clarkson and Leroy Streets).

ITEM F – FERTILIZING UNDERSTORY PLANT MATERIAL

The Contractor shall fertilize canopy trees and understory plant material within all planted areas as indicated within the segment boundaries in the attached maps. The Contractor shall make recommendations to adjust ph level to 6.5 – 7.0 (verified by testing) within all planted areas after and where test results indicate deficiencies. The Contractor shall apply an Organic Granular Fertilizer in designated locations as directed by the Trust. The Annual Fee should be based upon one application at a rate of 10.0 lbs. of Product /1,000 s.f. to the soil located within the boundaries of each Median or Buffer. The application rate must not exceed 1lb. of Nitrogen/1000 s.f.

Item F work shall be performed annually in two cycles: May through June and August through September.

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions and square footage of areas fertilized (i.e., median between Clarkson and Leroy Streets) including the type and pounds of material applied.

ITEM G – HAND WATERING OF PLANT MATERIAL

The Contractor shall hand water all planted areas during periods of insufficient rainfall as directed by the Trust. Hand watering will be measured by a moist soil depth of four inches (4”) after each application. The Annual Fee for Item G detailed in the Fee and Cost Schedule will be based upon one application of hand watering of all plant material per segment. Multiple applications of hand watering may be requested by the Trust.

The Contractor shall supply water from low pressure watering trucks or other portable means provided by the Contractor. The Contractor shall supply all labor, hoses, nozzles, water trucks, and other

hardware associated with the work, control possible run-off and repair any erosion caused by the Contractor's equipment. The Contractor shall obtain all NYSDOT permits required for the work.

Item G work shall be performed annually from May through October.

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions and locations watered (i.e., median between Clarkson and Leroy Streets).

ITEM H – TREE MAINTENANCE

The Contractor shall prune trees located in all planted areas as directed by the Trust. Tree limbs shall be pruned to provide eight (8) feet of vertical clearance over pedestrian traveled thoroughfares and twelve to fifteen (12-15) feet of vertical clearance over vehicular traveled thoroughfares. The Contractor shall remove all deadwood, suckers, nursery tagging bands, and any other foreign objects and broken or badly bruised branches. The Contractor shall also correct pruning due to crossing/rubbing branches or generally poor branching structure (i.e. multiple leaders or weak crotch angles) using the "Three Cut Technique" as directed by the Trust. Each cut shall be made at the correct location with the proper hand saw (chain saws will only be permitted with the approval of the Trust), resulting in a smooth surface with no jagged edges or torn bark. All tree pruning and associated work shall be performed under the general supervision of an I.S.A. certified arborist. All debris generated by this activity must be removed from the planted areas within twenty four (24) hours of performance of the work item. The costs for tree and stump removals identified by the Trust are included under Item H.

Item H work shall be performed annually as follows:

(1) Tree Maintenance (Lump Sum Pricing)

On an "as needed basis" from the Northern to Southern Limit Lines.

(2) Emergency Tree Maintenance (Hourly Pricing)

The Contractor shall respond to any emergency tree maintenance request from the Trust within twelve (12) hours of such notice including nights, weekends and Holidays. The Contractor shall supply hourly rates for a Certified Arborist Tree Foreman, Grounds Man and a Bucket Truck with chipper for the work.

The Contractor shall verify work completed in a Daily Job Report with productivity measured in narrative geographical descriptions (i.e., median between Clarkson and Leroy Streets).

ITEM I - REPLACEMENT OF TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES

The Contractor shall replace trees, shrubs, perennials and ornamental grasses (collectively, the "Plant Materials") as directed by the Trust. The Contractor shall be paid for such services pursuant to the unit pricing indicated in the Fee and Cost Schedule. The Cost includes the plant material and all labor and materials associated with installation. **Note:** The cost will also include watering plants after the initial installation and five (5) supplementary waterings for one year after installation. Any additional waterings during the first year would be at an additional cost to the Trust.

Scheduling: The Contractor shall not replace any Plant Materials when the ground is frozen, excessively wet, or the soil is otherwise in unsatisfactory condition for planting. Planting shall follow the following schedule:

- (a) Ornamental Grasses, balled and burlapped evergreens, and balled and burlapped deciduous trees and shrubs: March 1 through May 15.
- (b) Evergreen material non-ball and burlap: September 1 through October 15.
- (c) Deciduous trees and materials: October 15 through December 1.
- (d) Annuals: Spring (after the frost period) and Fall (weather permitting)
- (e) Perennials: April 15 through June 15 and September 1 through October 15 (as soon as ground is workable)

Plant Materials: All replacement Plant Materials shall meet or exceed applicable AAN standards in addition to the standards specified for the particular Plant Material. All replacement Plant Materials shall be true to species and cultivar specified. The Trust shall provide the Contractor with the quantities, sizes and species of the Plant Materials prior to each planting season.

VI. INSTALLATION:

The Contractor shall ascertain the location of all electric cables, conduits, irrigation and drainage systems and utility lines prior to Plant Material installation and not disturb or damage sub-surface elements. Any damages so caused by the Contractor shall be corrected by the Contractor at the Contractor’s expense. The Contractor shall level the bottom of all pits, beds, and trenches that are excavated for the planting of the Plant Materials. Plant Materials shall be set in planter beds and/or in the center of pits in a plumb and straight layout to present the best appearance and relationship to adjacent plants and structures. Trees are to be planted at a depth where the roots spread from the trunk. The flair must be located and placed at the correct level. Plant all Plant Materials to a depth whereby the finished grade level of the plant after settlement will be the same as the original plant. Contractor must install tree stakes to all newly installed trees for support. Cedar stakes or equivalent type of material approved by Trust must be used. Arbor ties and wire cabling are acceptable materials to tie trees to stakes. Wire cabling must have a protective cover to prevent damage to bark of tree.

The Contractor shall follow the following procedure for installation of Plant Materials with root balls: (i) remove wire and surplus binding from top and sides of the root ball prior to plantings; (ii) fold back burlap; (iii) cleanly cut off all the broken or frayed roots; (iv) fully remove any non-biodegradable materials; (v) hand tamp topsoil around bases of root balls to fill all voids; and (vi) remove all burlap and ropes from the tops of root balls. The Contractor shall cover tree, shrub, perennial, and ornamental grasses with a two-inch (2”) continuous layer of mulch, as specified in Item D “Mulching of Planting Beds”. All debris associated with this work must be removed within 24 hours from the site.

VII. List of Planting Materials

Trees

Qty.	Latin Name	Common Name	Size
10	Gleditsia triacanthos	Honey locust	2”c
10	Zelcova serrata	Japanese Zelcova	2”c
10	Quercus shumardii	Shumard Oak	2”c
10	Quercus imbricaria	Shingle Oak	2”c
10	Quercus palustris	Pin Oak	2”c
10	Ulmus parvifolia ‘Across Central Park’	Across Central Park Elm	2”c
10	Ulmus Americana ‘Princeton’	Princeton Elm	2”c

Shrubs

Qty.	Latin Name	Common Name	Size
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500	Rosa 'Knockout'	Knockout Rose All Varieties	3 gal.
500	Rosa 'Meidland'	Meidland Rose	3 gal.
500	Rosa rugosa	Rugosa Rose	
		'Frau Dagmar Hastrup'	3 gal.
500	Rhus aromatic 'Lo-Grow'	Low Grow Sumac	3 gal.
500	Myrica Pennsylvania Dwarf	Dwarf Bayberry	3 gal.
500	Spirea x bumalda	Gold Flame Spirea	3 gal.

Perennials & Ornamental Grasses

Qty.	Latin Name	Common Name	Size
500	Nepeta 'Blue Wonder'	Blue Wonder Catmint	1 gal.
500	Liriope muscari	Big Blue	1 gal.
500	Liriope muscari	Variegata	1 gal.
500	Calamagrostis brachytricha	Korean Feather Reed Grass	1 gal.
500	Sesleria autumnalis	Autumn Moor Grass	1 gal.
500	Dianthus X Allwoodii 'Helen'	Helen Allwood Pinks	1 gal.

EXHIBIT 7

Protest Procedures

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

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

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

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

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

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

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

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

Address for Submission of Protests:

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

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

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

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

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

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