



**Request for Proposals for  
Parkwide Tree Maintenance Service  
Contract No. EA280**

**RFP Issued:** October 30, 2024

**Submission Deadline:** November 26, 2024 at 4:00 PM

**Important Notice:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until a selection of the approved list of Respondent(s) is made. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed here: Matt Post. All inquiries shall be made by email to the following address: [2024TreeMaintenanceRFP@hrpt.ny.gov](mailto:2024TreeMaintenanceRFP@hrpt.ny.gov). This RFP and all addenda and responses to questions will be posted on the Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>

**REQUEST FOR PROPOSALS  
FOR PARKWIDE TREE MAINTENANCE SERVICES  
FOR HUDSON RIVER PARK**

The Hudson River Park Trust (“Trust”) is seeking proposals from qualified contractors to provide Parkwide Tree Maintenance Services as more particularly described in the Scope of Services attached hereto at Exhibit A. Hudson River Park (the “Park” or “HRP”) is a 4-mile-long waterfront park, located between the northern boundary of Battery Park City and West 59th Street. The Park also includes Chelsea Waterside Park located at the terminus of West 23rd Street bounded by New York State Route 9A, 24th Street and 11th Avenue, and Fourteenth Street Park located between 14th and 15th Streets adjacent to Route 9A. The construction of the Park began in 1999 and most recently opened two new areas at Gansevoort and Pier 97 in 2024. The Park includes a continuous waterside esplanade, public piers, a marine sanctuary, basketball and tennis courts, boating facilities, concessions, synthetic athletic fields, gardens, lawns and more. The Trust intends to enter into a contract with the selected respondent(s) for three years starting in January of 2025.

The Trust is a New York State public benefit corporation created by New York State statute in 1998 and is also a 501(c)(3) nonprofit.

In response to this RFP, Respondents must complete the Fee Schedule attached hereto in Exhibit B and complete the required Respondent Information and other New York State Certification forms provided in Exhibit C and Exhibit D. The M/WBE participation goal for this procurement is 30 percent.

The Trust does not guarantee that it will make any selections through this solicitation. The Trust may reject all proposals and elect to re-solicit proposals if in its sole opinion it shall deem it in the best interest of the Trust. All respondents shall also review the Form of Contract that accompanies this RFP.

**A. Proposal Structure and Content**

Respondents must include the following by the RFP Submission Deadline:

- The Respondent’s company name, mailing address, contact person, email address, and EIN number using the Respondent’s Certification form as provided in Exhibit C. Included with this form, Respondent shall provide a minimum of three (3) references that Respondent has provided similar tree maintenance services to.
- Proposed pricing using the form provided in Exhibit B.
- All additional procurement forms required in Exhibit C which are also available in fillable form on the Trust’s bids and business opportunities website at: <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>
- For respondents that are a New York State certified MWBE, evidence of such certification. For respondents that are not a MWBE, the proposed subcontractor

utilization plan showing compliance with the 30 percent MWBE goal set forth for this RFP and other forms provided at Exhibit D. This solicitation has no SDVOB goals but SDVOB companies are encouraged to respond to this RFP.

[Note, additional forms available on the Trust's bids and business opportunities pages will be requested from the selected respondent prior to entering into the contract.]

Proposals may be submitted via regular mail, express mail, or hand delivered to the **Recipient Location** listed below. Proposals are due on the **RFP Submission Deadline of November 26, 2024 no later than 4:00 pm**. Proposals received after the indicated date and hour and/or at a different location may not be considered.

**Recipient:** Matt Post  
Email: [2024TreeMaintenanceRFP@hrpt.ny.gov](mailto:2024TreeMaintenanceRFP@hrpt.ny.gov)

**Recipient Location:** Hudson River Park Trust  
Pier 40, 2<sup>nd</sup> Floor, 353 West Street  
Room 204  
New York, New York 10014

## **B. Question and Answer deadline**

1. Respondents may submit questions and requests for clarifications by the Question Due Deadline of November 7, 2024. Questions and clarifications should be sent in writing to this email address: [2024TreeMaintenanceRFP@hrpt.ny.gov](mailto:2024TreeMaintenanceRFP@hrpt.ny.gov).
2. Answers to Questions will be available on the Trust's website under [Bids and Business Opportunities](https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/) at <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/> by November 13, 2024.
3. For potential respondents that wish to visit the Park, please also email such request at [2024TreeMaintenanceRFP@hrpt.ny.gov](mailto:2024TreeMaintenanceRFP@hrpt.ny.gov). The site visit will begin from the first floor lobby of Pier 40 (located at west side of Houston Street and Route 9A) on Wednesday, November 13, 2024 at 1:00 pm.

## **C. Selection Criteria and Submission**

The Trust will review each respondent's proposal in its totality. Proposals will be evaluated

based on the following criteria.

- Price Proposal – 40%
- Ability to perform all the work tasks described in the Scope of Work – 40%
- Evidence of past performance on similar contracts, including respondent's – 20%

Respondents should also review the draft form of Contract that accompanies this RFP.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**QUALITY ASSURANCE**

***Qualifications:*** The Contractor's tree maintenance foreman shall be a competent English-speaking supervisor experienced in tree maintenance. The Contractor shall be able to identify the trees and shrubs within HRP and diseases and pests that may be associated with specific species. The Contractor must have a general knowledge of all landscape features. The personnel performing tasks shall be knowledgeable and competent in performing tree maintenance tasks. They must be trained to operate equipment properly and maintain a safe work zone at all times.

**Note: Only a Contractor with an ISA certified arborist on staff will be permitted for work on HRP property.**

**GENERAL APPROACH**

With all tree maintenance procedures provide necessary materials, labor and equipment to protect workers, pedestrians, vehicles, bikers and Park property while performing such tasks. Direct traffic for vehicles, bikers, and pedestrians as needed. Contractor will be expected to provide input and recommendations to the Trust based upon its expertise and experience with pruning, tree removal and aeration. Contractor will also be expected to bring to the Trust's attention any condition it may notice in the Park that may require services under this contract. The Trust will consider Contractor's recommendations, but all work will be as directed by the Trust.

Specific tasks to be performed within the HRP for on-call and Chelsea Waterside Park/14 Street tree maintenance services:

**Item 1. On-Call:** On-call services will be provided by the Contractor at the Trust's request. Requests for tree maintenance services will be made by phone or e-mail, and Contractor shall respond promptly via return phone call or email within 4 hours of requests for service. Contractor will work cooperatively with the Trust to schedule a mutually agreeable time to provide requested services. Requested on-call service must be provided by Contractor within two weeks of the Trust's request, unless the Trust determines the services can be provided at a later date.

**A. Pruning**

Pruning will include the following elements: structural, thinning, cleaning, elevating and specialty. All pruning shall take into consideration the health of the trees and type of species. All debris shall be removed and area cleaned at end of scheduled work day. All pruning will occur as directed by the Trust.

Specific Equipment and Labor required for tree pruning:

- One Chip/Bucket truck and chipper
- Traffic safety equipment
- One three (3) man crew – One (1) foreman, one (1) tree climber, and one (1) grounds man

Work will be performed throughout the HRP as directed by the Trust.

### **1. Structural**

Prune necessary limbs on young trees to maintain a strong framework for future growth. Remove branches to maintain a uniform growth habit or shape tree as dictated by the species or variety.

### **2. Thinning**

Remove healthy branches to reduce the density of the tree canopy without altering the shape or form of the tree. When performing such tasks, no more than 1/3 of branches can be removed within a growing season.

### **3. Cleaning**

Remove dead and dying branches to maintain public safety, avoid property damage and enhance the health of the plant.

### **4. Elevation**

Remove lower branches as directed including but not limited to improve turf quality, enhance the form of the canopy or to improve safety. Tree limbs shall be pruned in order 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.

### **5. Specialty**

Pruning to develop a specific style, enhance a view or improve the quality of fruit or flower on specific species of trees.

## **B. Tree Removal**

At HRP, tree removal is a last resort and only performed when a tree is dead or dying, poses a safety hazard or as directed by the Trust. To safely remove trees, all necessary precautions need to be addressed before any action is taken including but not limited to weather conditions, structures, wires, other trees, park property and any general issues that may pose a threat to safely removing the tree.

### **1. Stump Removal**

Remove stumps where necessary and as needed via a stump grinder or other techniques. Trust staff will remove stump grindings and debris.

If using a stump grinder, provide stump grinder, operator and safety equipment to protect pedestrians from debris.

### **2. Log Removal**

Remove trunk and larger logs of tree after all other debris have been removed. With the coordination of HRP management the contractor may elect to store logs at a designated area in the park and remove at a later date.

**C. Aeration**

Aerate trees, using an air spade as directed by the Trust for an 8 hour work day.

Specifically, provide aerator, operator and equipment/personnel to protect pedestrians from debris.

**Item 2. On-Call Emergency Response**

In general work will be scheduled in advance, utilizing the procedures discussed in Item 1. However, due to environmental and other factors that cause trees to pose a safety threat, there may be instances where certain tasks need to be performed with little response time. Due to the emergency, tasks may need to be performed immediately and at any time of day. Such tasks will include tree pruning and removal. Refer to Item 1 for specific details on pruning and tree removal tasks. Contractor shall provide a means for the Trust to communicate emergencies that may occur at any time of the day or night, and Contractor shall commence work in response to any request described as an emergency within two hours of the request. Emergency work performed under this Item will be compensated on an hourly basis.

**Item 3. Chelsea Waterside Park & 14<sup>TH</sup> St. Park:**

Contractor shall prune all trees and remove any dead trees within and around the perimeter of Chelsea Waterside Park and 14<sup>th</sup> Street Park including trees located in all planted areas as well as trees lining the parks along the sidewalk. The Contractor shall be responsible for elevating limbs and removing all deadwood, suckers, and broken or badly bruised branches and remove stumps as necessary. The work shall constitute a one-time, comprehensive pruning and removal of all trees in need of pruning and removal within each park, which shall be performed at the direction of the Trust at a time to be scheduled by the parties, likely during the winter months. Refer to the Item 1 pruning section above in this scope for details on pruning.

**II. GENERAL CONDITIONS**

- A. The Contractor shall ensure that all work performed is performed within generally accepted professional standards for the particular task being performed.
- B. Contractor is responsible to remove all debris from the job site at the end of day. Work site shall be clear of all debris, and safed-off as necessary, when Contractor leaves work site. At the direction of the Trust woodchips may be dropped off at a designated area with the Park.
- C. Noise Control – Contractor shall comply with all federal and local laws regarding noise control.

**III. SITE MOBILIZATION**

In conjunction with the performance of the work, the Contractor is responsible to provide on-site all of the following for site mobilization:

- a. Protection – The work shall include the protection of all areas of the work site / bikeway. This protection must be installed prior to the start of on-site work. At a minimum, this shall include the installation of barricades, railings, cones, caution tape, etc. where work is to take place adjacent to public sidewalks or other publicly accessible areas.

- b. Parking – With approval by the Trust the Contractor may be provided parking permits for vehicles associated with the Contractor’s work force for areas within the Hudson River Park. Vehicles directly associated with the performance of the work will be granted permits by the Trust solely related to their mobilization within the Hudson River Park.
- c. Delivery & Storage – Contractor shall notify the Trust a minimum of three business days prior to every delivery. All material deliveries shall be made during normal business hours, unless approved or notified in advance by the Trust. No parking, staging, vehicular standing, etc., will be permitted on public streets / roadway in the vicinity of the site without required permits of which a copy must be filed with the Trust prior to receipt of any deliveries. With approval by the Trust the Contractor may be granted temporary areas within the park to store vehicles and equipment associated with work.
- d. Existing Facilities & Park Infrastructure– The Contractor is responsible not to damage any existing facilities, hardscape, plant materials including turf or utilities that are clearly delineated (including underground) during the execution of this work. The Contractor at its own expense will repair any damage to existing facilities, hardscape, plant materials including turf or utilities. No additional time shall be granted for such damage and repairs caused by the Contractor.
- e. The Hudson River Park is open to the public and can be permitted for closure due to special events or can be subject to closure due to emergency vehicle response. It will be the responsibility of the Contractor to schedule and/or perform work in accordance with the Trust’s schedule for permitted use of the premises.
- f. The Contractor understands that any and all hours required to perform this scope of work shall be coordinated and approved by the Trust.
- g. The Contractor shall coordinate and cooperate in all respects, during every phase of Contractor’s performance of the work, with the Trust, the Trust’s Maintenance personnel, other contractors and any public authority or third party who may be employed or engaged in activity on or near the site in relation to the specific worksite. The Contractor recognizes and acknowledges that its coordination and cooperation obligations are essential terms of the contract, and shall include, without limitation, making work areas available to other contractors and occasional disruptions to contractor’s performance of the work. Contractor acknowledges and recognizes that the performance by others involved in the project of their respective work or the application of this clause may delay Contractor in the performance of the work or render the performance thereof more costly than if contractor was not bound by the provisions of this clause. Contractor hereby agrees that it shall have no basis for any claims for an increase in the price for any alleged additional costs, expenses or damages of whatsoever nature, and contractor hereby waives any and all rights it may have to assert any such claim or cause of action against the Trust caused by or arising out of the aforesaid site conditions or any conditions arising off-site in relation to the Project or the general coordination and cooperation responsibilities of contractor.
- h. Without limitation of the obligations set forth herein, Contractor recognizes and acknowledges that certain areas of the project worksite may be, as such areas are executed and completed, designated restricted areas to which access by Contractor may be limited or prohibited. Contractor also recognizes and acknowledges that such designated areas may interfere with the orderly plan and execution of its operations and performance of the work. Accordingly, Contractor shall not assume there will be unrestricted access to or use of any area and must, prior to the commencement of the

work and as the work progresses, assure to its satisfaction the access and other conditions affecting the work, by coordinating with the Trust's Representative.

- i. Temporary Power - Contractor must provide its own temporary power throughout their operations.

**EXHIBIT B**  
**FEE SCHEDULE**

Fee Schedule for three years 2025 to 2027 (To be fully completed by Respondent)

<b>Category</b>	<b>Compliant (Y/N)</b>
Certified Arborist (License #)	#
One 55' Bucket Truck	
One Chip Truck	
One Chipper	
One Foreman Bucket Truck Operator	
One Tree Climber	
One Grounds Man	
Traffic Safety Equipment (Cones, Signs, Etc..)	
Stump Grinder and Operator	
Air Spade and Operator	

<b>Item</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Item 1. On-Call Tree Maintenance			
A. Rate Per Day For Tree Pruning/Removal Service	\$	\$	\$
B. Rate Per Day for Stump Grinding	\$	\$	\$
C. Rate Per Day for Air Spading	\$	\$	\$
Item 2. On-Call Emergency Response			
A. Rate Per Hour for Certified Arborist	\$	\$	\$
B. Rate Per Hour for Tree Climber	\$	\$	\$
C. Rate Per Hour for Grounds Man	\$	\$	\$
D. Rate Per Hour for Bucket Truck w/Chipper	\$	\$	\$
Item 3. Chelsea Waterside Park & 14 <sup>th</sup> St. Park			
A. Chelsea Waterside Park	\$		
B. 14 <sup>th</sup> St. Park	\$		

**EXHIBIT C**

**Proposal and Procurement Forms**

Respondent's Certification

Disclosure of Prior Non-Responsibility Determination/Lobbying  
Form

Affidavit of Non-Collusion

Iran Divestment Certification

Certification under EO 16

Procurement forms also available as fillable PDFs in this link:

**<https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>**

**PROPOSAL SUBMITTED BY  
(THE “RESPONDENT”)  
RESPONDENT’S CERTIFICATION**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Respondent’s Address: \_\_\_\_\_

Notice Address (if different from above): \_\_\_\_\_

Respondent’s E-mail Address: \_\_\_\_\_

Respondent’s Telephone Number: \_\_\_\_\_

Respondent’s Tax I.D. Number: \_\_\_\_\_

Provide three client references for similar projects below:

Attach any additional information pertaining to tree maintenance experience

**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:

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 prices(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 CERTIFICATION**

1. I am responding to a competitive procurement to provide services and/or supplies on behalf of \_\_\_\_\_, 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:  
  
\_\_\_\_\_
3. This certification 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: \_\_\_\_\_
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

# Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. **No, Vendor/Contractor does not conduct business operations in Russia within the meaning of Executive Order No. 16**
  
- 2. **a. Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)**
  
- 2. **b. Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)**
  
- 3. **Yes, Vendor/Contractor conducts business operations in Russia within the meaning of Executive Order No. 16.**

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

**Vendor/Contractor Name:**

(legal entity) \_\_\_\_\_

**By:**

(signature) \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## **EXHIBIT D**

### **MWBE REQUIREMENTS**

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

# 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	0.0%
WBE	<input type="text"/>	<input type="text"/>	WBE	0.0%
SDVOB	<input type="text"/>	<input type="text"/>	Total M/WBE	0.0%
			SDVOB	0.0%

Subcontractors and/or Suppliers Breakout										
Company Name	City & State	Email	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

*Pursuant to Executive Law Article 15-A and Veterans' Services Law Article 3, 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.



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

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

**MWBE**

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

**EEO**

- (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<sup>i</sup>): \_\_\_\_\_

Title: \_\_\_\_\_

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

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<sup>i</sup> Form to be signed by an individual officially authorized to sign on behalf of business