



REQUEST FOR PROPOSALS

GOOSE CONTROL SERVICES

CONTRACT NO. G8050

RFP Issued: June 9, 2025

Submission Deadline: July 1, 2025 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 2025geeseRFP@hrpt.ny.gov. 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 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**”), a form of which is available with this RFP.

Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation, including participation in other Trust 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 Services: Hudson River Park Trust seeks services to reduce the goose population throughout Hudson River Park (“**Park**”).

The Project Site: Park-wide services, with specific focus on the following Park locations (all of which are on the west side of Route 9A):

- **Clinton Cove Park & Pier 97** (56th St. to 59th St.)
- **Pier 84** (44th St.)
- **Chelsea Cove** (23rd St to 29th St.)
- **Gansevoort Peninsula** (Gansevoort St.)
- **Greenwich Village** (Houston St. to 12th St.)
- **Tribeca** (Harrison St. to Houston St.)

Scope of Services: Goose control services (the “**Services**”) to reduce the goose population throughout the Park using trained Border Collies (or another similarly trained breed), as more specifically described in the Scope of Services attached hereto as Exhibit A. The Trust may request

that the Contractor provide additional services for other areas of the Park during the contract term, including egg addling services.

Contract Information

- **Anticipated Time Period for the Services: June 1 – November 31 for each year of the contract (for first year, services would begin after the date contract is signed)**
- **Anticipated Contract Term: 3 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 **June 18, 2025** 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 **June 23, 2025**.

Pre-Proposal Meeting: An optional pre-proposal meeting will be held on **June 17, 2025** 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

Electronic proposals shall be submitted as follows:

- **Email:** “Proposal for Goose Control Services, Contract Number G8050, [Proposer’s Name]”

Proposals must be emailed to 2025geeseRFP@hrpt.ny.gov by the **Submission Deadline** of **July 1, 2025** at 3:00 PM.

Trust Recipient:

Hudson River Park Trust
Pier 40, 2nd Floor
353 West Street, Rm. 204
New York, NY 10014
Attn: Matt Post

Recipient’s E-mail address: 2025geeseRFP@hrpt.ny.gov

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

- 30% The respondent’s experience in providing goose control services and commitment to providing the services in a timely manner per the Scope of Services.
- 70% The proposed fee and cost schedules.

If you have a physical disability and cannot email 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 another form of submission.

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.

- Respondent’s **Proposal Certification Form** attached hereto as **Exhibit 1**;
- The complete fee and cost schedules for all Services over the three year contract period using the form attached hereto as **Exhibit 2** to this RFP. The Trust may not consider fee and cost schedules that do not follow the prescribed formats.
- The certifications/New York State required forms attached hereto in **Exhibit 3: Disclosure of Prior Non-Responsibility/Lobbying Form, Affidavit of Non-Collusion Form, Iran Divestment Certification Form, Certification under EO 16 Form, M/WBE Policy Statement, and EO No. 177 Form.**

[Note that the Selected Contractor(s) will be required to provide the Trust with additional procurement forms prior to contract execution, all of which are available on the Trust website at <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>]

PART II REQUIREMENTS

1. SERVICES TO BE PERFORMED

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. **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 provided. 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 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 ninety (90) 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 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.

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 4.

4. 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.

5. 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 A

SCOPE OF SERVICES

I. GENERAL CONDITIONS

- A. The Contractor will provide trained Border Collies (or other similarly trained breed) and handlers as needed to clear geese from the above referenced designated areas as determined by the Trust.
- B. The Contractor shall provide a cost for initial clearing and reduction of goose populations. After initial clearing of geese the contractor will provide a cost per month for servicing the listed areas within the Park. At any time, the Trust may reduce areas in the Park to be serviced.
- C. The Contractor will not use any chemicals in the rendering of the Services without the prior written consent of the Trust.
- D. All handlers must be easily identifiable while on site (by badge or uniform).
- E. Site visits will be scheduled at random hours throughout the week, with the schedule provided to the Trust prior to the rendering of the Services. **Contractor will need to check in with Trust staff or Operations Desk during site visits (email, text or phone call is sufficient).**
- F. The Trust must pre-approve schedules before the Contractor is permitted to begin Services.
- G. The Contractor may remove nests and eggs as directed by and in coordination with the Trust. Provide a separate fee for this service.

II. VEHICULAR USE

- A. Only permitted vehicles will be allowed in the Park. The Contractor must obtain all vehicle permits from the Trust.
- B. Vehicle use is limited to the designated Service areas listed under the permit agreement.

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.

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 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.

(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.**

Pricing

For each park location as described below and for the entire Park, the Contractor must submit cost proposals for both the initial clearing and subsequent monthly servicing for each year of the contract.

Specific Locations

Location	Goose Observations	Total Initial Clearing Fee	1 st Year Monthly Servicing Fee	2 nd Year Monthly Servicing Fee	3 rd Year Monthly Servicing Fee
Clinton Cove Park & Pier 97 (56 th St. to 59 th St.)	High number of geese.				
Pier 84 (44 th St.)	Small number of geese.				
Chelsea Cove (23 rd St to 29 th St.)	High number of geese.				
Gansevoort Peninsula (Gansevoort St.)	High number of geese.				
Greenwich Village (Houston St. to 12 th St.)	Small number of geese.				
Tribeca (Harrison St. to Houston St.)	Rare sightings of geese.				

Egg Addling Service Fee: \$ _____

Entire Park

Entire Park	Total Initial Clearing Fee	1 st Year Monthly Servicing Fee	2 nd Year Monthly Servicing Fee	3 rd Year Monthly Servicing Fee
Cost proposal to service the entire Park				

EXHIBIT 3

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS [LOBBYING FORM]

NON-COLLUSION CERTIFICATION FORM

IRAN DIVESTMENT FORM

EXECUTIVE ORDER NO. 16 FORM

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL
OPPORTUNITY POLICY STATEMENT**

**EO 177 FORM – CERTIFICATION OF POLICIES AGAINST HARASSMENT &
DISCRIMINATION**

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



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

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: _____



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



**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 signatoryⁱ): _____

Title: _____

Date: _____

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

EXHIBIT 4 **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.